



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, May 19, 2026  
**5:30 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. America 250. (DFB)
2. Hometown Heroes. (RB)
3. Recognize Kaylee Brooks for achieving Eagle Scout Rank. (DB)
4. Recognize Walnut Grove High School Boys' Soccer Team on their State Title. (MLS)
5. Recognize Walnut Grove High School Boys' Golf Team on their State Title. (MLS)

6. Recognize Walnut Grove High School Boys' 400 Free Relay Swim Team on their State Title. (MLS)
7. Recognize the Prosper Lacrosse High School League Team on their State Title. (MLS)
8. Recognize the 2026 Mayor's Youth Advisory Council. (MP)
9. Recognize the 2026 Town of Prosper Citizens Academy. (MP)
10. Proclamation recognizing May 17-23, 2026, as Public Works Week. (MLS)
11. Recognize Dan Baker for his retirement from the Town of Prosper. (CE)

**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.

- [12.](#) Consider acceptance of the April monthly financial report for fiscal year 2026. (CL)
- [13.](#) Consider and act upon authorizing the purchase of three (3) multipurpose speed trailers for the Prosper Police Department from All Traffic Solutions utilizing Sourcewell Contract 090122-ATS for \$61,024.22. (KM)
- [14.](#) Consider and act upon authorizing the Town Manager, and/or his designee, to execute a contract with Motorola Solutions for a cloud-based storage solution for Motorola-related public safety media files for an amount not to exceed \$189,043. (KM)
- [15.](#) Consider and act upon approving the purchase of tasers and associated supplies for the Prosper Police Department from Axon Enterprise, Inc., utilizing BuyBoard Contract #743-24 for \$286,808.28. (KM)
- [16.](#) Consider and act upon a Resolution authorizing the Town Manager, and/or his/her designee, to apply for the Safe Streets and Roads for All (SS4A) Grant Program. (HW)
- [17.](#) Consider and act upon the purchase of bunker gear and protective clothing from North American Fire Equip. inc. DBA NAFECO, through BuyBoard Contract 798-26, in the amount of \$67,165.60. (SB)
- [18.](#) Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Toll Southwest LLC, for Legacy Gardens – Phases 3 and 4. (DB)
- [19.](#) **[TABLE]** Consider and act upon a request to table a rezoning of 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive to the Town Council meeting on June 9, 2026. (ZONE-24-0025) (DH)
- [20.](#) Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

## **CITIZEN COMMENTS**

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

## **REGULAR AGENDA:**

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

## **Items for Individual Consideration:**

- [21.](#) Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit for a Full-Service/Extended-Stay Hotel on MSW Prosper 380 Addition, Block A, Lot 1, on 5.9± acres, located on the east side of Mahard Parkway and 480± feet south of Prairie Drive. (ZONE-25-0008) (DH)
- [22.](#) Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2026-12-B to McMahon Contracting LP, related to the Legacy Drive (Prosper Trail – Parvin Road) project, for \$5,875,569.95 and authorize \$200,000 for construction phase contingencies. The total purchase order amount is \$6,075,569.95. (JC)
- [23.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy Drive (Prosper Trail – Parvin Road) project in the amount of \$222,722. (JC)
- [24.](#) Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Jen Texas 40 for the Mirabella development. (DB)
25. 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 - Consultation with the Town Attorney regarding pending or anticipated litigation.*

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

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

**Adjourn.**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesday, May 13, 2026, and remained so posted at least three (3) business days before said meeting was convened.

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

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

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

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



## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

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

**Re: April Monthly Financial Report for Fiscal Year 2026**

**Town Council Meeting – May 19, 2026**

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

**Agenda Item:**

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

**Description of Agenda Item:**

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

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Monthly Financial Report – April 30, 2026

**Town Staff Recommendation:**

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

**Proposed Motion:**

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



# MONTHLY FINANCIAL REPORT

## as of April 30, 2026

### Cash/Budgetary Basis

Prepared by  
Finance Department

May 19, 2026

TOWN OF PROSPER, TEXAS

# MONTHLY FINANCIAL REPORT

## April 2026

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TOWN OF PROSPER, TEXAS

# Management Discussion & Highlights

## April 2026

### Overview

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

Expenditures in the operating funds exceeding the 58% year-to-date benchmark are primarily attributable to encumbrance accounting and the issuance of purchase orders at the beginning of the fiscal year.

### Highlights

#### General Fund

- The ending fund balance exceeds the 21% target, largely due to most of the property tax collections occurring in January. YTD actual expenditures are within expected percentages except where noted.

#### Water-Sewer Fund

- Through April total water consumption is slightly above the prior year. Roughly 56% of revenue is collected in the last five months of the fiscal year.

#### Drainage Fund

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

#### Health Fund

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

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**April 30, 2026**  
**Expected Year to Date Percent 58.3%**

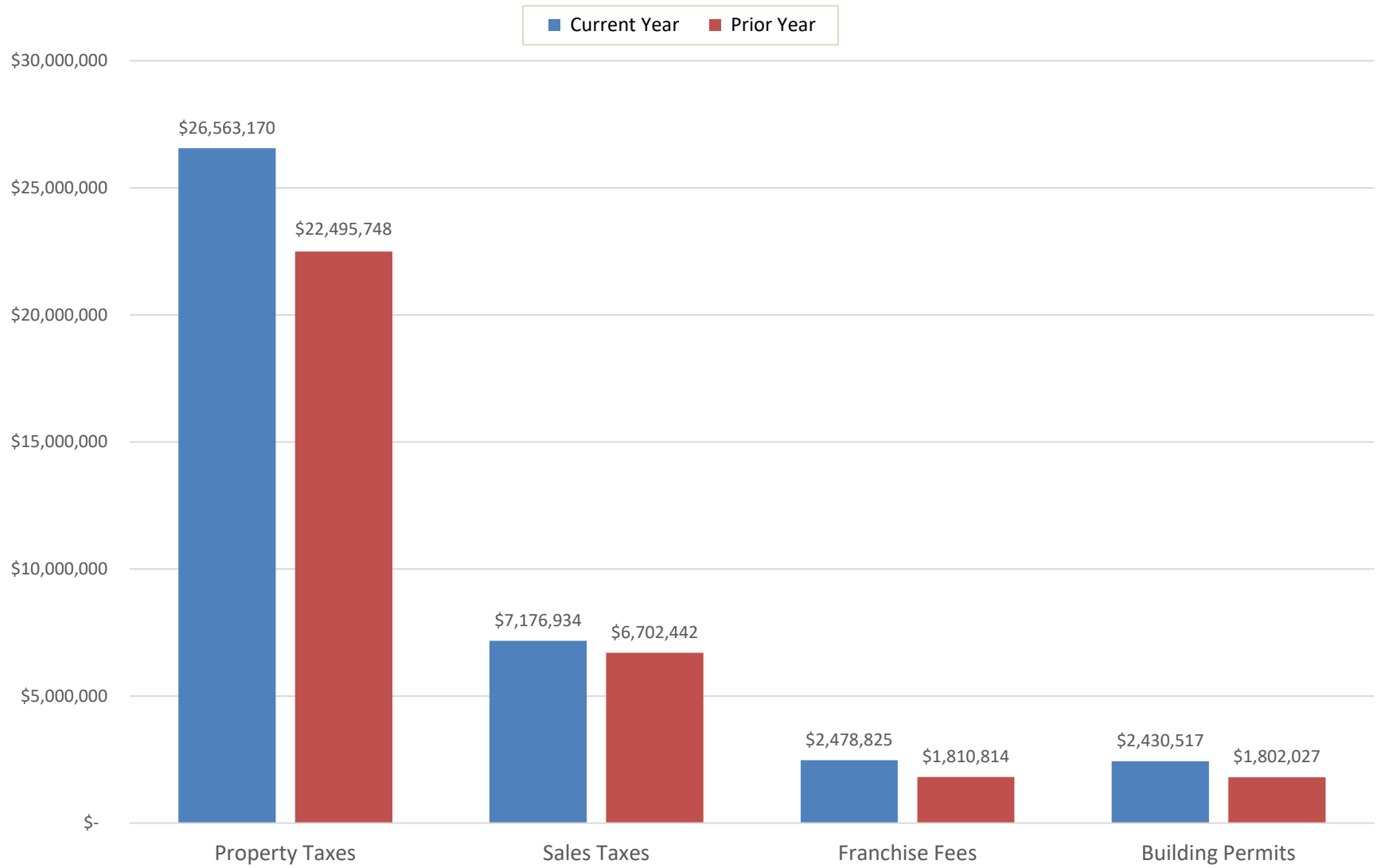
**GENERAL FUND**

	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	\$ 26,277,088	\$ -	\$ 26,277,088	\$ 26,563,170	\$ -	\$ (286,082)	101%	1	\$ 22,495,748	18%
Sales Taxes	13,199,055	-	13,199,055	7,176,934	-	6,022,121	54%		6,702,442	7%
Franchise Fees	4,685,174	-	4,685,174	2,478,825	-	2,206,349	53%	2	1,810,814	37%
Building Permits	5,193,641	-	5,193,641	2,430,517	-	2,763,124	47%		1,802,027	35%
Other Licenses, Fees & Permits	2,640,606	-	2,640,606	963,872	-	1,676,734	37%		1,143,579	-16%
Charges for Services	1,577,152	-	1,577,152	1,050,868	-	526,284	67%		998,519	5%
Fines & Warrants	581,144	-	581,144	311,408	-	269,736	54%		314,917	-1%
Intergovernmental Revenue (Grants)	1,796,663	-	1,796,663	175,982	-	1,620,681	10%		20,157	773%
Interest Income	750,000	-	750,000	374,048	-	375,952	50%		414,594	-10%
Miscellaneous	332,071	-	332,071	367,161	-	(35,090)	111%		139,956	162%
Park Fees	818,041	-	818,041	384,567	-	433,474	47%		372,461	3%
Transfers In	10,389,929	-	10,389,929	6,487,511	-	3,902,418	62%	4	862,573	652%
<b>Total Revenues</b>	<b>\$ 68,240,564</b>	<b>\$ -</b>	<b>\$ 68,240,564</b>	<b>\$ 48,764,863</b>	<b>\$ -</b>	<b>\$ 19,475,701</b>	<b>71%</b>		<b>\$ 37,077,784</b>	<b>32%</b>
<b>EXPENDITURES</b>										
Administration	\$ 12,177,072	\$ -	\$ 12,177,072	\$ 6,158,805	\$ 626,502	\$ 5,391,764	56%	5	\$ 6,064,740	2%
Police	17,724,406	(1,322,754)	16,401,652	8,251,730	575,602	7,574,320	54%	3	7,069,604	17%
Fire/EMS	15,945,810	-	15,945,810	8,652,457	340,924	6,952,429	56%	3	6,395,309	35%
Public Works	5,512,375	-	5,512,375	2,402,127	687,153	2,423,094	56%	5, 6	2,109,924	14%
Community Services	9,346,688	-	9,346,688	4,210,617	1,022,027	4,114,043	56%	5	4,027,641	5%
Development Services	4,083,700	-	4,083,700	2,081,631	185,888	1,816,181	56%		2,155,885	-3%
Engineering	2,708,971	-	2,708,971	1,363,136	832	1,345,003	50%		1,288,163	6%
Transfers Out	710,000	-	710,000	414,167	-	295,833	58%		-	0%
<b>Total Expenses</b>	<b>\$ 68,209,022</b>	<b>\$ (1,322,754)</b>	<b>\$ 66,886,268</b>	<b>\$ 33,534,670</b>	<b>\$ 3,438,929</b>	<b>\$ 29,912,668</b>	<b>55%</b>		<b>\$ 29,111,266</b>	<b>15%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 31,542</b>	<b>\$ 1,322,754</b>	<b>\$ 1,354,296</b>	<b>\$ 15,230,192</b>					<b>\$ 7,966,518</b>	
<b>Beginning Fund Balance October 1</b>			<b>10,828,123</b>	<b>10,828,123</b>					<b>13,226,939</b>	
<b>Ending Fund Balance*</b>			<b>\$ 12,182,419</b>	<b>\$ 26,058,315</b>					<b>\$ 21,193,457</b>	

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

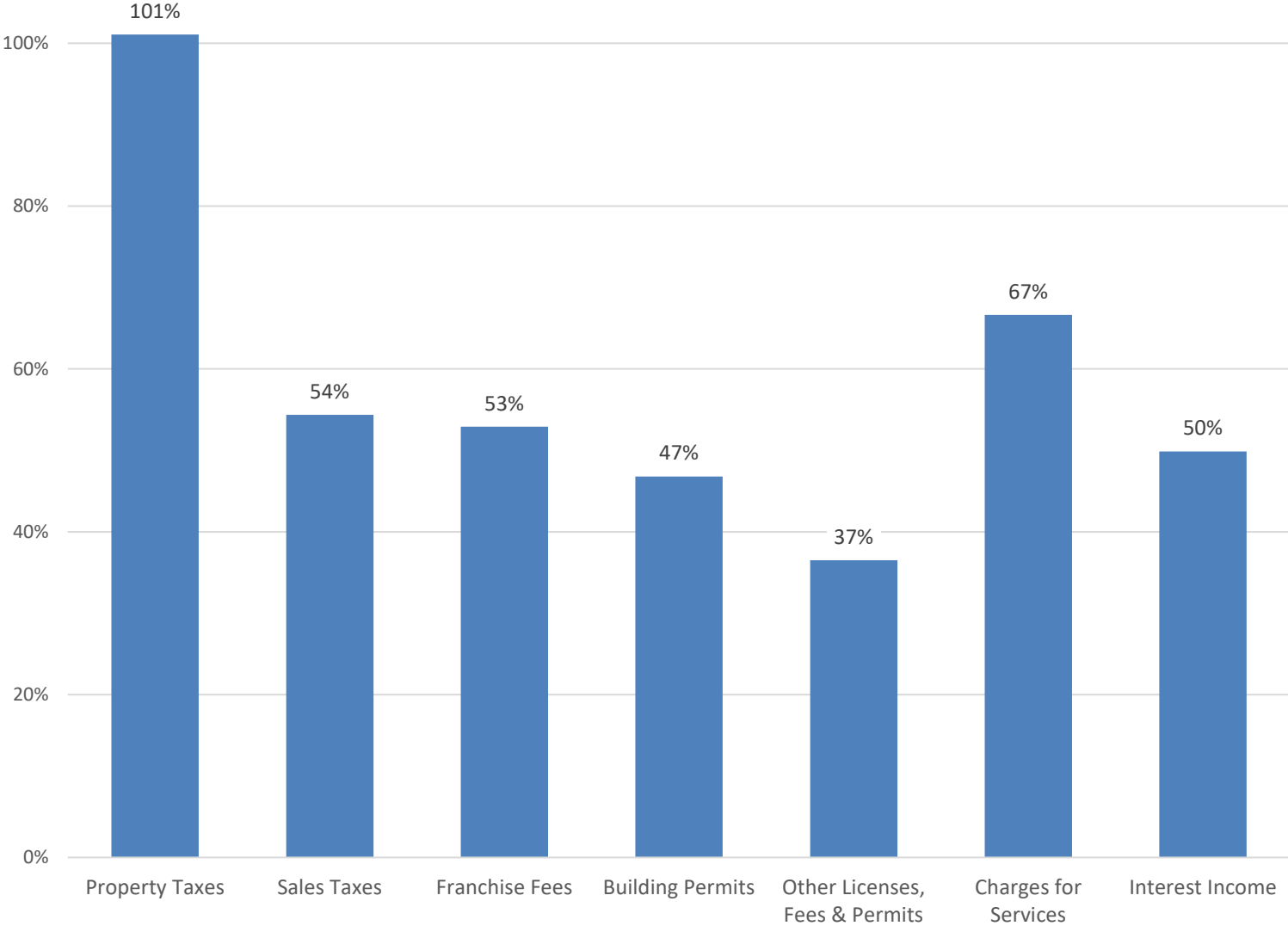
# GENERAL FUND REVENUE

Current Year to Prior Year Actual

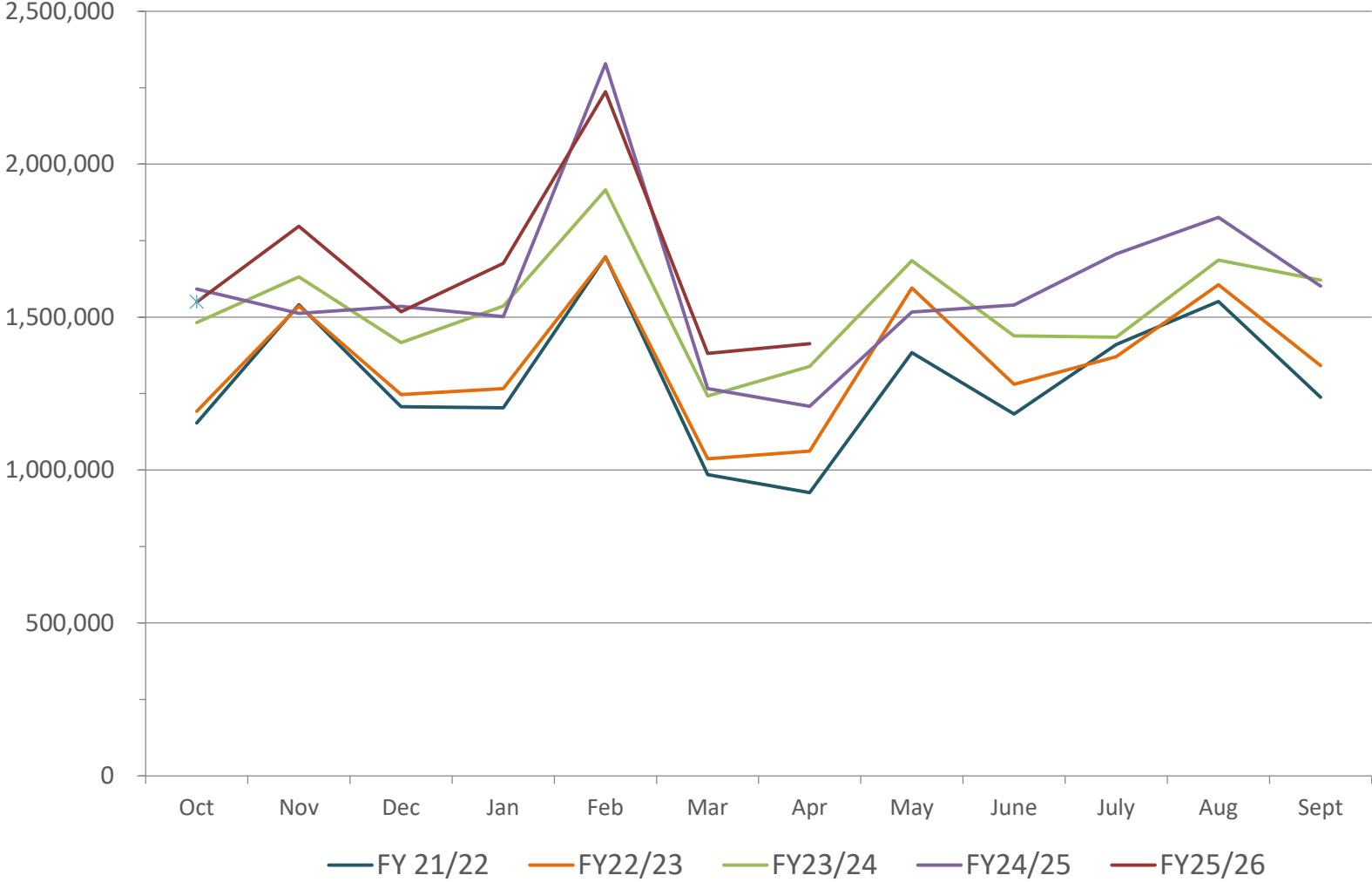


# GENERAL FUND REVENUE

Year to Date Percentage of Budget



### Sales Tax Revenue by Month



**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**April 30, 2026**  
**Expected Year to Date Percent 58.3%**

**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	\$ (40,219)	\$ -	\$ 115,219	-54%	4	\$ (21,287)	89%
Property Taxes-Current	20,684,204	-	20,684,204	21,036,481	-	(352,277)	102%	1	17,807,298	18%
Taxes-Penalties	40,000	-	40,000	44,671	-	(4,671)	112%		38,429	16%
Interest Income	145,000	-	145,000	104,754	-	40,246	72%		145,042	-28%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenues</b>	<b>\$ 20,944,204</b>	<b>\$ -</b>	<b>\$ 20,944,204</b>	<b>\$ 21,145,688</b>	<b>\$ -</b>	<b>\$ (201,484)</b>	<b>101%</b>		<b>\$ 17,969,482</b>	<b>18%</b>
<b>EXPENDITURES</b>										
Professional Services	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ (2,500)	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	750	-	19,250	4%		465	61%
2014 GO Bond Payment	-	-	-	550,000	-	(550,000)	0%	3	-	0%
2015 GO Bond Payment	1,444,300	-	1,444,300	1,444,300	-	-	100%	2	1,436,700	1%
2015 CO Bond Payment	-	-	-	-	-	-	0%		495,000	-100%
2016 GO Debt Payment	250,000	-	250,000	250,000	-	-	100%		-	0%
2016 CO Debt Payment	470,000	-	470,000	470,000	-	-	100%		105,000	348%
2017 CO Debt Payment	490,000	-	490,000	490,000	-	-	100%		480,000	2%
2018 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		160,000	6%
2018 CO Debt Payment	560,000	-	560,000	560,000	-	-	100%		520,000	8%
2019 CO Debt Payment	564,212	-	564,212	564,212	-	-	100%		549,266	3%
2019 GO Debt Payment	175,000	-	175,000	175,000	-	-	100%		170,000	3%
2020 CO Debt Payment	445,000	-	445,000	445,000	-	-	100%		430,000	3%
2021 CO Debt Payment	270,000	-	270,000	270,000	-	-	100%	265,000	2%	
2021 GO Debt Payment	1,205,000	-	1,205,000	1,205,000	-	-	100%	1,355,000	-11%	
2022 GO Debt Payment	1,070,000	-	1,070,000	1,070,000	-	-	100%	1,020,000	5%	
2023 GO Debt Payment	1,340,000	-	1,340,000	1,340,000	-	-	100%	1,055,000	27%	
2024 GO Debt Payment	1,035,000	-	1,035,000	1,035,000	-	-	100%	2,100,000	-51%	
2025 GO Debt Payment	3,150,000	-	3,150,000	3,150,000	-	-	100%	-	0%	
Bond Interest Expense	8,506,816	-	8,506,816	4,346,633	-	4,160,183	51%		4,078,331	7%
<b>Total Expenditures</b>	<b>\$ 21,165,328</b>	<b>\$ -</b>	<b>\$ 21,165,328</b>	<b>\$ 17,538,394</b>	<b>\$ -</b>	<b>\$ 3,626,933</b>	<b>83%</b>		<b>\$ 14,219,761</b>	<b>23%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (221,124)</b>	<b>\$ -</b>	<b>\$ (221,124)</b>	<b>\$ 3,607,294</b>					<b>\$ 3,749,721</b>	
Beginning Fund Balance October 1			1,335,683	1,335,683					1,245,232	
Ending Fund Balance Current Month			<u>\$ 1,114,559</u>	<u>\$ 4,942,977</u>					<u>\$ 4,994,953</u>	

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

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

EAST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>									
East Thoroughfare Impact Fees		\$ 1,200,000	\$ -	\$ 1,200,000	\$ 1,034,878				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		100,000	-	100,000	44,705				
Total Revenues		<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 1,079,583</u>				
<b>EXPENDITURES</b>									
Developer Reimbursements	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Developer Refund (from PY)*	-	-	-	-	251,734	-	-	-	-
Total Developer Reimbursements	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ 251,734</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>
Transfer to Capital Project Fund	\$ 2,400,000	\$ 2,400,000	\$ -	\$ 2,400,000	\$ 2,400,000	\$ -	\$ -	\$ -	\$ -
Total Transfers Out	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 2,650,000</u>	<u>\$ 2,650,000</u>	<u>\$ -</u>	<u>\$ 2,650,000</u>	<u>\$ 2,651,734</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (1,350,000)	\$ (1,572,151)				
Beginning Fund Balance October 1				2,212,875	2,212,875				
Ending Fund Balance Current Month				<u>\$ 862,875</u>	<u>\$ 640,724</u>				

Notes  
 \* This will be corrected at midyear.

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

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	\$ 1,741,020				
West Thoroughfare Other Revenue	-	-	-	-				
Interest Income	200,000	-	200,000	130,177				
<b>Total Revenues</b>	<b>\$ 4,700,000</b>	<b>\$ -</b>	<b>\$ 4,700,000</b>	<b>\$ 1,871,196</b>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
Pk Place, Prosper Hills, Prosper Meadow	\$ 4,014,469	\$ 900,000	\$ 900,000	\$ 223,961	\$ -	\$ 676,039	\$ 125,492	\$ 3,665,016
Parks @ Legacy	6,729,293	-	-	407,173	-	(407,173)	6,322,119	-
Star Trail Developer Reimb	6,872,624	-	-	-	-	-	6,872,624	-
Legacy Garden Developer Reimb	3,407,300	-	-	-	-	-	511,737	2,895,563
DNT Frontier Retail	2,154,348	600,000	600,000	270,635	-	329,365	1,343,841	539,872
<b>Total Developer Reimbursements</b>	<b>\$ 23,178,034</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 901,770</b>	<b>\$ -</b>	<b>\$ 598,230</b>	<b>\$ 15,175,814</b>	<b>\$ 7,100,450</b>
Transfer to Capital Project Fund	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
<b>Total Transfers Out</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 26,828,034</b>	<b>\$ 4,500,000</b>	<b>\$ 4,500,000</b>	<b>\$ 3,901,770</b>	<b>\$ -</b>	<b>\$ 598,230</b>	<b>\$ 15,175,814</b>	<b>\$ 7,750,450</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ 200,000</b>	<b>\$ (2,030,573)</b>				
Beginning Fund Balance October 1			6,079,635	6,079,635				
Ending Fund Balance Current Month			<u>\$ 6,279,635</u>	<u>\$ 4,049,062</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	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 1,262,878				
Interest Income	200,000	-	200,000	157,718				
Total Revenues	<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 1,420,596</u>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
DNT Frontier Retail	\$ 343,542	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ 54,252
Star Trail	3,200,733	500,000	-	500,000	-	-	500,000	3,200,733
Victory at Frontier	209,392	68,031	-	68,031	3,821	-	64,210	168,869
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	1,022,502	-	1,022,502	197,158	-	825,344	-
Total Developer Reimbursements	<u>\$ 5,160,526</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ 200,979</u>	<u>\$ -</u>	<u>\$ 1,589,554</u>	<u>\$ 3,423,854</u>
Transfer to Capital Project Fund	\$ -	\$ 4,300,000	\$ -	\$ 4,300,000	\$ 4,300,000	\$ -	\$ -	\$ -
Total Transfers Out	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 5,160,526</u>	<u>\$ 6,090,533</u>	<u>\$ -</u>	<u>\$ 6,090,533</u>	<u>\$ 4,500,979</u>	<u>\$ -</u>	<u>\$ 1,589,554</u>	<u>\$ 3,423,854</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,640,533)	\$ (3,080,383)				
Beginning Fund Balance October 1			7,728,595	7,728,595				
Ending Fund Balance Current Month			<u>\$ 5,088,062</u>	<u>\$ 4,648,212</u>				

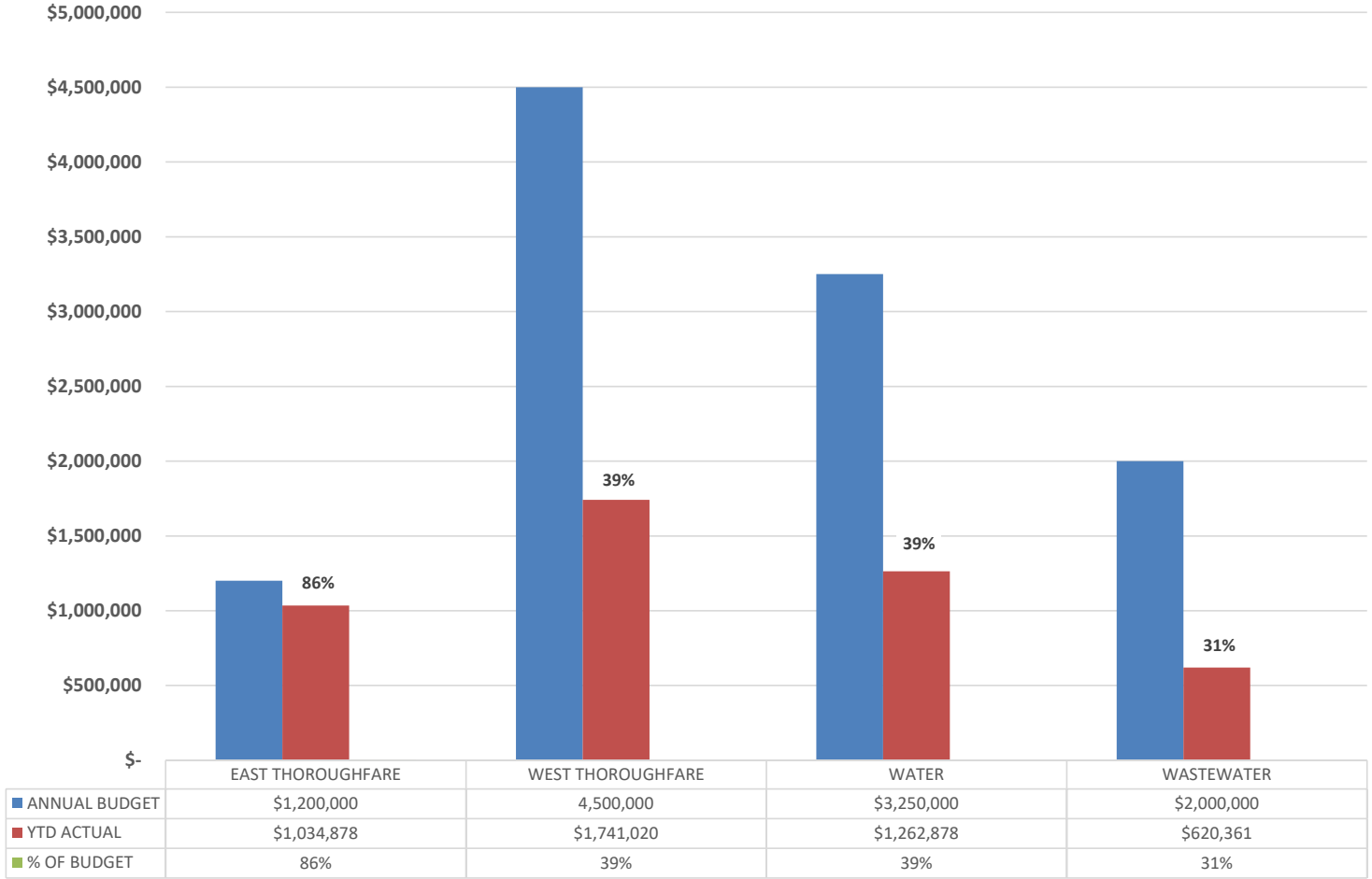
TOWN OF PROSPER, TEXAS  
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WASTEWATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
Impact Fees Wastewater	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 620,361				
Interest Income	100,000	-	100,000	48,093				
Upper Trinity Equity Fee	300,000	-	300,000	81,500				
Total Revenues	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 749,954</u>				
EXPENDITURES								
Developer Reimbursements								
LaCima Developer Reimb	\$ 707,235	\$ 308,726	\$ -	\$ 308,726	\$ -	\$ -	\$ 308,726	\$ 414,818
All Storage Developer Reimb	454,900	150,000	-	150,000	-	-	150,000	54,180
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-
Total Developer Reimbursements	<u>\$ 1,348,304</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 468,998</u>
Transfer to Capital Project Fund	\$ 2,568,378	\$ 2,568,378	\$ -	\$ 2,568,378	\$ 2,568,378	\$ -	\$ -	\$ -
Total Transfers Out	<u>\$ 2,568,378</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 3,916,682</u>	<u>\$ 3,127,104</u>	<u>\$ -</u>	<u>\$ 3,127,104</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 468,998</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (727,104)	\$ (1,818,424)				
Beginning Fund Balance October 1			2,463,452	2,463,452				
Ending Fund Balance Current Month			<u>\$ 1,736,348</u>	<u>\$ 645,028</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	\$ 208,621	\$ (158,621)	417%		\$ 207,168	1%
Wastewater Impact Fees	700,000	-	700,000	316,628	383,372	45%		301,062	5%
East Thoroughfare Impact Fees	50,000	-	50,000	217,464	(167,464)	435%		138,120	57%
Property Taxes - Town (Current)	1,376,961	-	1,376,961	-	1,376,961	0%	1	1,256,338	-100%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	165,155	-100%
Property Taxes - County (Current)	295,022	-	295,022	-	295,022	0%	1	-	0%
Sales Taxes - Town	1,386,765	-	1,386,765	661,861	724,904	48%		716,344	-8%
Sales Taxes - EDC	1,161,416	-	1,161,416	554,308	607,108	48%		599,938	-8%
Interest Income	50,000	-	50,000	51,933	(1,933)	104%		88,430	-41%
Transfer In	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 5,070,164</b>	<b>\$ -</b>	<b>\$ 5,070,164</b>	<b>\$ 2,010,816</b>	<b>\$ 3,059,348</b>	<b>40%</b>		<b>\$ 3,472,555</b>	<b>-42%</b>
<b>EXPENDITURES</b>									
Professional Services	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	0%		\$ -	0%
Developer Reimbursement	6,480,373	-	6,480,373	-	6,480,373	0%	2	-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
<b>Total Expenses</b>	<b>\$ 6,483,373</b>	<b>\$ -</b>	<b>\$ 6,483,373</b>	<b>\$ -</b>	<b>\$ 6,483,373</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			\$ (1,413,209)	\$ 2,010,816				\$ 3,472,555	
Beginning Fund Balance October 1			2,004,259	2,004,259				2,542,101	
Ending Fund Balance Current Month			<u>\$ 591,050</u>	<u>\$ 4,015,075</u>				<u>\$ 6,014,656</u>	

Notes

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

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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)	\$ 151,173	\$ -	\$ 151,173	\$ -	\$ 151,173	0%	1	\$ 114,647	-100%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	-	0%
Property Taxes - County (Current)	9,285	-	9,285	-	9,285	0%	1	-	0%
Sales Taxes - Town	2,200	-	2,200	691	1,509	31%		966	-28%
Sales Taxes - EDC	2,200	-	2,200	691	1,509	31%		966	-28%
Interest Income	1,500	-	1,500	861	639	57%		1,460	-41%
<b>Total Revenue</b>	<b>\$ 166,358</b>	<b>\$ -</b>	<b>\$ 166,358</b>	<b>\$ 2,243</b>	<b>\$ 164,115</b>	<b>1%</b>		<b>\$ 118,038</b>	<b>-98%</b>
<b>EXPENDITURES</b>									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Reimbursement	184,122	-	184,122	-	184,122	0%	2	-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 184,122</b>	<b>\$ -</b>	<b>\$ 184,122</b>	<b>\$ -</b>	<b>\$ 184,122</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ (17,764)</b>	<b>\$ 2,243</b>				<b>\$ 118,038</b>	
Beginning Fund Balance October 1			41,205	41,205				25,751	
Ending Fund Balance Current Month			<u>\$ 23,441</u>	<u>\$ 43,448</u>				<u>\$ 143,789</u>	

Notes

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

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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
<b>REVENUES</b>										
Sales Tax - Town	\$ 3,426,536	\$ -	\$ 3,426,536	\$ 1,903,598	\$ -	\$ 1,522,938	56%		\$ 1,772,065	7%
Interest Income	1,200	-	1,200	674	-	526	56%		4,601	-85%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,427,736</b>	<b>\$ -</b>	<b>\$ 3,427,736</b>	<b>\$ 1,904,272</b>	<b>\$ -</b>	<b>\$ 1,523,464</b>	<b>56%</b>		<b>\$ 1,776,666</b>	<b>7%</b>
<b>EXPENDITURES</b>										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 1,310,048	-100%
Other	1,200	-	1,200	-	-	1,200	0%		1,357	-100%
Transfer Out	3,426,536	-	3,426,536	1,903,598	-	1,522,938	56%	1	-	0%
<b>Total Expenditures</b>	<b>\$ 3,427,736</b>	<b>\$ -</b>	<b>\$ 3,427,736</b>	<b>\$ 1,903,598</b>	<b>\$ -</b>	<b>\$ 1,524,138</b>	<b>56%</b>		<b>\$ 1,311,405</b>	<b>-200%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 674</b>					<b>\$ 465,261</b>	
Beginning Fund Balance October 1			97,422	97,422					398,065	
Ending Fund Balance Current Month			<u>\$ 97,422</u>	<u>\$ 98,096</u>					<u>\$ 863,326</u>	

Notes

- 1 Payroll costs will be transferred monthly.

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sales Tax - Town	\$ 3,460,319	\$ -	\$ 3,460,319	\$ 1,902,279	\$ -	\$ 1,558,040	55%		\$ 1,790,168	6%
Interest Income	600	-	600	720	-	(120)	120%		748	-4%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,460,919	\$ -	\$ 3,460,919	\$ 1,902,999	\$ -	\$ 1,557,920	55%		\$ 1,790,916	6%
<b>EXPENDITURES</b>										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 1,643,353	-100%
Other	2,400	-	2,400	-	-	2,400	0%		1,357	-100%
Transfer Out	3,458,519	-	3,458,519	1,902,279	-	1,556,240	55%	1	-	0%
Total Expenditures	\$ 3,460,919	\$ -	\$ 3,460,919	\$ 1,902,279	\$ -	\$ 1,558,640	55%		\$ 1,644,710	-200%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 720					\$ 146,206	
Beginning Fund Balance October 1			75,732	75,732					382,940	
Ending Fund Balance Current Month			<u>\$ 75,732</u>	<u>\$ 76,452</u>					<u>\$ 529,146</u>	

Notes

- 1 Payroll costs will be transferred monthly.

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**PARK DEDICATION AND IMPROVEMENT FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Park Dedication Fees	\$ 1,550,000	\$ -	\$ 1,550,000	\$ -	\$ -	\$ 1,550,000	0%	1	\$ 638,270	-100%
Park Improvement Fees	800,000	-	800,000	4,500	-	795,500	1%		949,000	-100%
Interest - Park Dedication	20,000	-	20,000	23,779	-	(3,779)	119%		33,107	-28%
Interest - Park Improvement	20,000	-	20,000	16,685	-	3,315	83%		14,086	18%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 2,390,000</b>	<b>\$ -</b>	<b>\$ 2,390,000</b>	<b>\$ 44,964</b>	<b>\$ -</b>	<b>\$ 2,345,036</b>	<b>2%</b>		<b>\$ 1,634,463</b>	<b>-97%</b>
<b>EXPENDITURES</b>										
Transfers Out - Park Dedication	\$ 1,400,000	\$ -	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	100%		\$ 1,115,050	26%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	750,000	-	750,000	750,000	-	-	100%		465,000	61%
Park Improvement	-	-	-	-	-	-	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 2,150,000</b>	<b>\$ -</b>	<b>\$ 2,150,000</b>	<b>\$ 2,150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>100%</b>		<b>\$ 1,580,050</b>	<b>36%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 240,000</b>	<b>\$ -</b>	<b>\$ 240,000</b>	<b>\$ (2,105,036)</b>					<b>\$ 54,413</b>	
Beginning Fund Balance October 1			2,379,093	2,379,093					1,232,390	
Ending Fund Balance Current Month			<u>\$ 2,619,093</u>	<u>\$ 274,057</u>					<u>\$ 1,286,803</u>	

Notes

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

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**SPECIAL REVENUE FUNDS**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Interest Income	\$ 31,550	\$ -	\$ 31,550	\$ 25,538	\$ -	\$ 6,012	81%		\$ 199,790	-87%
Police Donation Revenue	15,500	-	15,500	13,066	-	2,434	84%		19,500	-33%
Cash Seizure Forfeiture	-	-	-	43,028	-	(43,028)	0%		2,922	1372%
Fire Donation Revenue	15,500	-	15,500	10,404	-	5,096	67%		9,696	7%
Child Safety Revenue	28,000	-	28,000	1,575	-	26,425	6%		9,485	-83%
Court Technology/Security Revenue	16,723	-	16,723	22,030	-	(5,307)	132%		17,111	29%
Municipal Jury revenue	170	-	170	247	-	(77)	145%		259	-5%
Tree Mitigation	300,000	-	300,000	156,595	-	143,406	52%		14,805	958%
Escrow Income	-	-	-	-	-	-	0%		-	0%
LEOSE Revenue	3,000	-	3,000	11,016	-	(8,016)	367%		10,288	7%
60-A Inspection Revenue	-	-	-	6,360	-	(6,360)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 410,443</b>	<b>\$ -</b>	<b>\$ 410,443</b>	<b>\$ 289,859</b>	<b>\$ -</b>	<b>\$ 120,584</b>	<b>71%</b>		<b>\$ 283,856</b>	<b>2%</b>
<b>EXPENDITURES</b>										
Police Donation Expense	\$ 25,000	\$ -	\$ 25,000	\$ 15,378	\$ -	\$ 9,622	62%		\$ 3,851	299%
Police Seizure Expense	23,000	-	23,000	7,278	-	15,722	32%		500	1356%
Fire Donation Expense	10,000	-	10,000	643	-	9,357	6%		33,441	-98%
Child Safety Expense	80,000	-	80,000	4,677	9,449	65,874	18%		-	0%
Court Technology/Security Expense	25,060	-	25,060	-	-	25,060	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
60-A Inspection Expense	-	-	-	-	-	-	0%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		500,000	-100%
Transfer Out (Tree Mitigation)	850,000	-	850,000	850,000	-	-	100%		1,150,000	-26%
<b>Total Expenses</b>	<b>\$ 1,023,060</b>	<b>\$ -</b>	<b>\$ 1,023,060</b>	<b>\$ 877,976</b>	<b>\$ 9,449</b>	<b>\$ 135,636</b>	<b>87%</b>		<b>\$ 1,687,792</b>	<b>-48%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (612,617)</b>	<b>\$ -</b>	<b>\$ (612,617)</b>	<b>\$ (588,116)</b>					<b>\$ (1,403,936)</b>	
Beginning Fund Balance October 1			1,359,045	1,359,045					2,356,265	
Ending Fund Balance Current Month			<u>746,428</u>	<u>770,929</u>					<u>952,329</u>	

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**HOTEL OCCUPANCY TAX FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Hotel Occupancy Tax	\$ 302,675	\$ -	\$ 302,675	\$ 64,214	\$ -	\$ 238,461	21%		\$ -	0%
Interest Income	2,000	-	2,000	308	-	1,692	15%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 304,675</b>	<b>\$ -</b>	<b>\$ 304,675</b>	<b>\$ 64,521</b>	<b>\$ -</b>	<b>\$ 240,154</b>	<b>21%</b>		<b>\$ -</b>	<b>0%</b>
<b>EXPENDITURES</b>										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Hotel Occupancy Tax Rebate	100,892	-	100,892	-	-	100,892	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 100,892</b>	<b>\$ -</b>	<b>\$ 100,892</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,892</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 203,783</b>	<b>\$ -</b>	<b>\$ 203,783</b>	<b>\$ 64,521</b>					<b>\$ -</b>	
Beginning Fund Balance October 1				-	-				-	
Ending Fund Balance Current Month			<u>\$ 203,783</u>	<u>\$ 64,521</u>					<u>\$ -</u>	

Notes  
 \* Holiday Inn Express opened November 13, 2025.

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**WATER-SEWER FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Water Charges for Services	\$ 27,821,398	\$ -	\$ 27,821,398	\$ 11,655,245	\$ -	\$ 16,166,153	42%	3	\$ 10,504,713	11%
Sewer Charges for Services	18,074,593	-	18,074,593	9,714,859	-	8,359,734	54%	3	7,865,947	24%
Licenses, Fees & Permits	193,000	-	193,000	155,334	-	37,666	80%	5	275,656	-44%
Utility Billing Penalties	205,500	-	205,500	138,447	-	67,054	67%		151,181	-8%
Interest Income	350,000	-	350,000	215,175	-	134,825	61%		312,513	-31%
Other	691,700	-	691,700	416,551	-	275,149	60%		417,257	0%
Transfer In	-	-	-	-	-	-	0		-	0%
<b>Total Revenues</b>	<b>\$ 47,336,191</b>	<b>\$ -</b>	<b>\$ 47,336,191</b>	<b>\$ 22,295,610</b>	<b>\$ -</b>	<b>\$ 25,040,581</b>	<b>47%</b>		<b>\$ 19,527,266</b>	<b>14%</b>
<b>EXPENDITURES</b>										
Administration	\$ 996,176	\$ -	\$ 996,176	\$ 825,176	\$ 55,114	\$ 115,885	88%	2,4	\$ 828,939	0%
Debt Service	8,313,546	-	8,313,546	3,614,477	-	4,699,069	43%	1	2,853,209	27%
Water Purchases	15,819,798	-	15,819,798	7,477,617	-	8,342,181	47%		6,669,051	12%
Wastewater Treatment Fees	6,035,065	-	6,035,065	3,151,369	-	2,883,696	52%		3,475,621	-9%
Franchise Fee	2,172,380	-	2,172,380	1,145,675	-	1,026,705	53%		663,165	73%
Public Works	10,776,413	-	10,776,413	5,138,932	725,311	4,912,170	54%		4,962,698	4%
Transfer Out	1,829,753	-	1,829,753	1,067,356	-	762,397	58%		770,408	39%
<b>Total Expenses</b>	<b>\$ 45,943,131</b>	<b>\$ -</b>	<b>\$ 45,943,131</b>	<b>\$ 22,420,602</b>	<b>\$ 780,426</b>	<b>\$ 22,742,103</b>	<b>50%</b>		<b>\$ 20,223,091</b>	<b>11%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 1,393,060</b>	<b>\$ -</b>	<b>\$ 1,393,060</b>	<b>\$ (124,992)</b>					<b>\$ (695,825)</b>	
Beginning Working Capital October 1			9,120,375	9,120,375					12,212,476	
*Ending Working Capital			<u>\$ 10,513,435</u>	<u>\$ 8,995,383</u>					<u>\$ 11,516,651</u>	

**Notes**

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

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**WATER-SEWER FUND**

	Apr-26		Apr-25		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	14,450	13,754	13,878	13,178	4.24%
# of Accts Commercial	532	485	491	445	8.65%
Consumption-Residential	172,547,860	104,482,083	147,716,180	91,076,038	16.01%
Consumption-Commercial	26,652,890	20,187,520	27,177,060	18,146,780	3.35%
Consumption-Commercial Irrigation	21,914,580		18,204,350		20.38%
Avg Total Res Water Consumption	11,933		10,638		12.17%
Billed (\$) Residential	\$ 1,312,179	\$ 1,202,825	\$ 1,073,556	\$ 949,890	22.23%
Billed (\$) Commercial	\$ 297,086	\$ 261,511	\$ 281,610	\$ 193,939	5.50%
Billed (\$) Commercial Irrigation	\$ 218,994		\$ 170,339		28.56%
<b>Total Billed (\$)</b>	<b>\$ 1,828,259</b>	<b>\$ 1,464,335</b>	<b>\$ 1,525,505</b>	<b>\$ 1,143,829</b>	<b>23.35%</b>

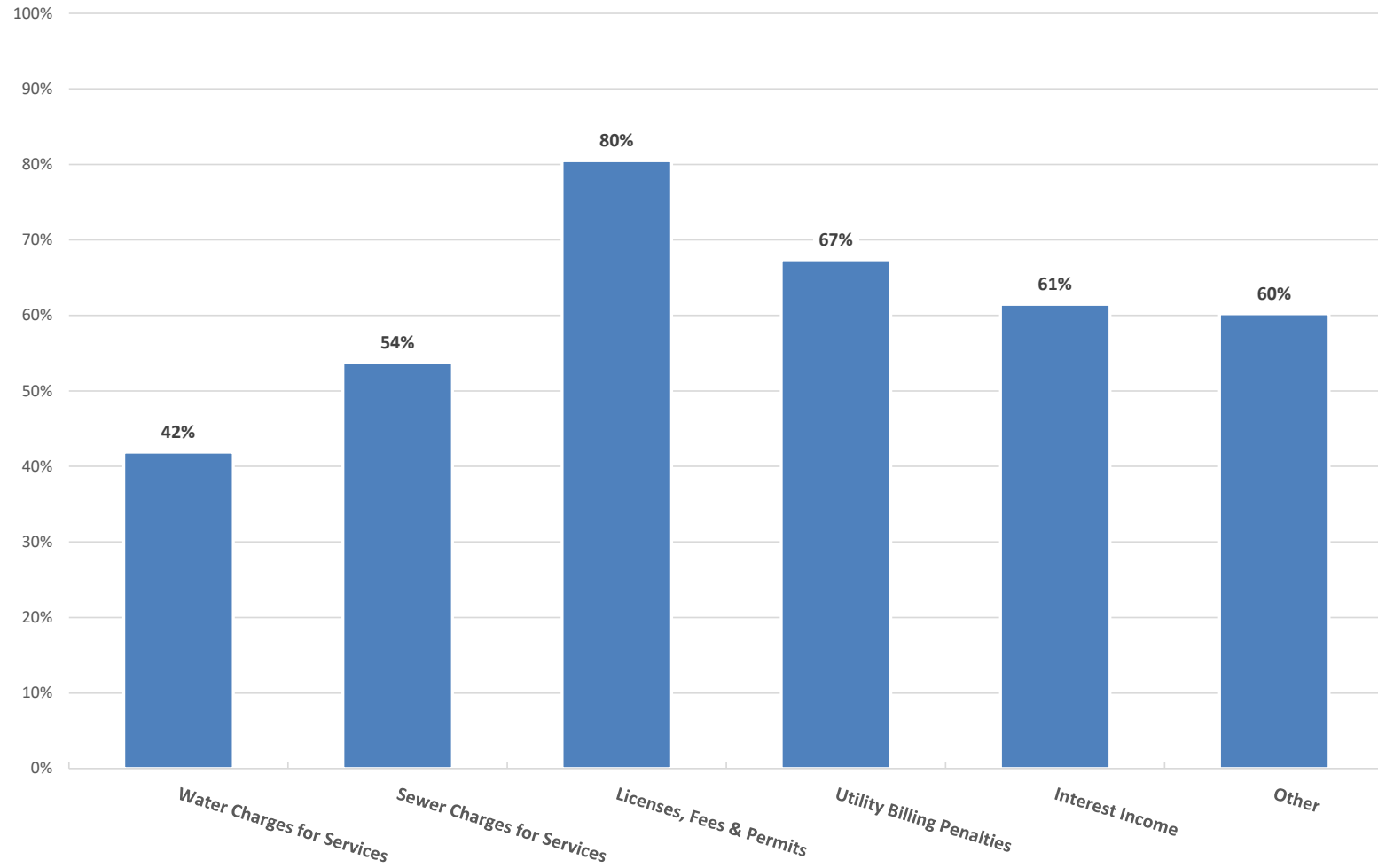
Month	FY2026			FY2025		
	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	73°	4	3.05	75°	1	0.41
November	63°	7	4.10	61°	9	4.09
December	54°	2	0.03	61°	13	5.91
January	47°	5	1.80	43°	6	5.94
February	60°	2	1.71	49°	10	2.12
March	67°	3	3.50	64°	7	1.31
April	70°	7	3.23	69°	10	4.65
May				74°	10	6.07
June				82°	6	3.09
July				85°	11	2.58
August				85°	4	2.97
September				81°	6	3.08
<b>Annual</b>		<b>30</b>	<b>17.42</b>		<b>93</b>	<b>42.22</b>

Average Total Residential Water Consumption by Month				
Month	FY2026	FY2025	Five Year	
			Average	Cumulative Average
October	15,618	17,490	17,477	17,477
November	12,738	14,260	11,974	29,450
December	8,559	9,080	7,760	37,211
January	7,680	6,340	6,932	44,142
February	7,417	6,090	6,415	50,487
March	6,717	6,308	6,631	57,188
April	11,933	10,638	9,897	67,085
May		11,310	11,332	78,418
June		13,536	11,912	90,330
July		15,430	18,548	108,877
August		19,802	22,581	131,458
September		18,840	20,443	151,901
<b>TOTAL (gal)</b>	<b>70,662</b>	<b>149,124</b>	<b>151,901</b>	

Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2026-04>

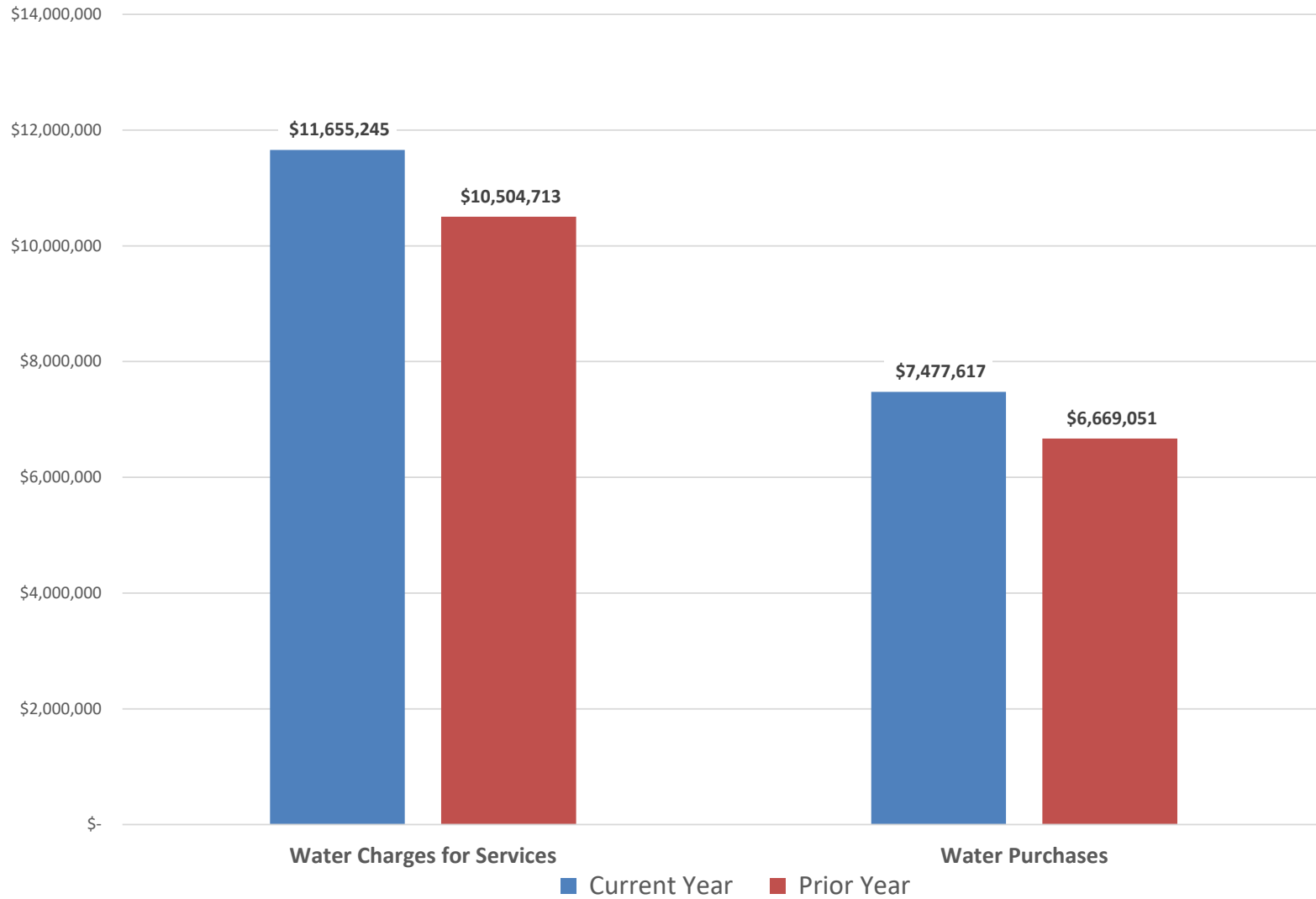
# WATER SEWER FUND

## REVENUE YTD % OF ANNUAL BUDGET



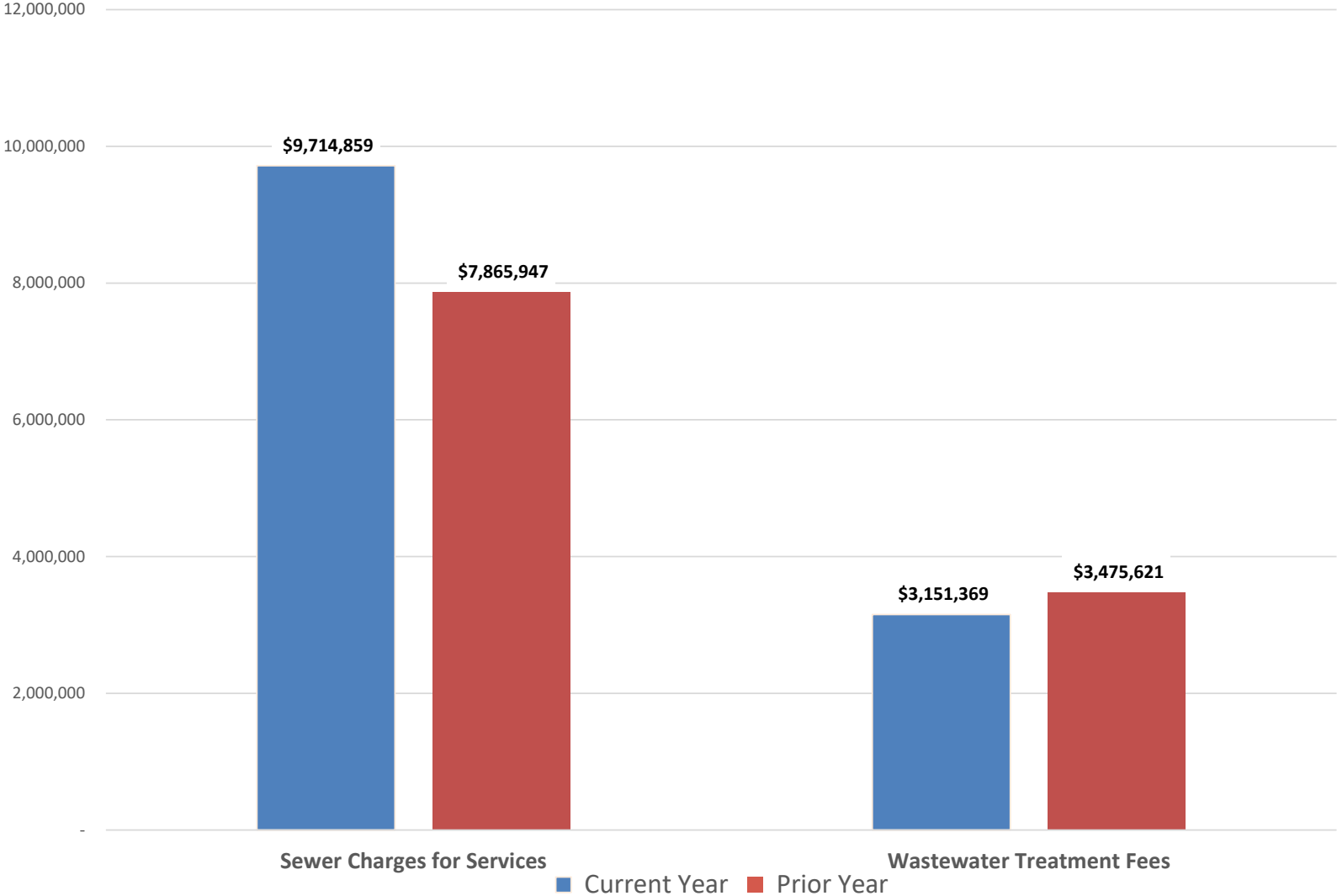
# WATER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



# SEWER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



*Due to the timing of payments, prior year Sewer Management Fees were paid in Nov-2024*

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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	\$ 1,726,111	\$ -	\$ 1,726,111	\$ 846,435	\$ -	\$ 879,676	49%	3	\$ 570,367	48%
Drainage Review Fee	25,000	-	25,000	6,100	-	18,900	24%		-	0%
Interest Income	8,000	-	8,000	7,792	-	208	97%		5,783	35%
Other Revenue	-	-	-	29,850	-	(29,850)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 1,759,111</b>	<b>\$ -</b>	<b>\$ 1,759,111</b>	<b>\$ 890,177</b>	<b>\$ -</b>	<b>\$ 868,934</b>	<b>51%</b>		<b>\$ 576,150</b>	<b>55%</b>
<b>EXPENDITURES</b>										
Administration	\$ 558,690	\$ -	\$ 558,690	\$ 267,143	\$ -	\$ 291,547	48%		\$ 226,505	18%
Debt Service	220,338	-	220,338	151,331	-	69,007	69%	2	133,388	13%
Operating Expenditures	119,546	(990)	118,556	38,063	1,380	79,113	33%		14,203	168%
Capital	267,374	-	267,374	-	-	267,374	0%		-	0%
Transfers Out	229,954	-	229,954	217,473	-	12,481	95%	1	142,164	53%
<b>Total Expenses</b>	<b>\$ 1,395,902</b>	<b>\$ (990)</b>	<b>\$ 1,394,912</b>	<b>\$ 674,011</b>	<b>\$ 1,380</b>	<b>\$ 719,522</b>	<b>48%</b>		<b>\$ 516,259</b>	<b>31%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 363,209</b>	<b>\$ 990</b>	<b>\$ 364,199</b>	<b>\$ 216,167</b>					<b>\$ 59,891</b>	
Beginning Working Capital October 1			342,877	342,877					251,393	
Ending Working Capital Current Month			<u>\$ 707,076</u>	<u>\$ 559,044</u>					<u>\$ 311,284</u>	

Notes

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

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**SOLID WASTE FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sanitation Charges for Services	\$ 3,938,626	\$ -	\$ 3,938,626	\$ 2,416,231	\$ -	\$ 1,522,395	61%	2	\$ 2,063,578	17%
Interest Income	3,500	-	3,500	5,599	-	(2,099)	160%		4,301	30%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenues</b>	<b>\$ 3,942,126</b>	<b>\$ -</b>	<b>\$ 3,942,126</b>	<b>\$ 2,421,830</b>	<b>\$ -</b>	<b>\$ 1,520,296</b>	<b>61%</b>		<b>\$ 2,067,879</b>	<b>17%</b>
<b>EXPENDITURES</b>										
Administration	\$ 75,588	\$ (30,000)	\$ 45,588	\$ 37,237	\$ -	\$ 8,351	82%		\$ 35,570	5%
Sanitation Collection	3,445,196	-	3,445,196	1,825,054	1,620,142	-	100%	1	1,490,401	22%
Capital Expenditure	-	-	-	-	120,120	(120,120)	0%		-	0%
Debt Service	257,501	-	257,501	150,208	-	107,293	58%		150,208	0%
Transfer Out	195,951	30,000	225,951	96,805	-	129,146	43%		-	0%
<b>Total Expenses</b>	<b>\$ 3,974,236</b>	<b>\$ -</b>	<b>\$ 3,974,236</b>	<b>\$ 2,109,305</b>	<b>\$ 1,740,262</b>	<b>\$ 124,670</b>	<b>97%</b>		<b>\$ 1,676,179</b>	<b>26%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (32,110)</b>	<b>\$ -</b>	<b>\$ (32,110)</b>	<b>\$ 312,525</b>					<b>\$ 391,700</b>	
Beginning Working Capital October 1			278,792	278,792					52,403	
Ending Working Capital			<u>\$ 246,682</u>	<u>\$ 591,317</u>					<u>\$ 444,103</u>	

Notes

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

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**VEHICLE AND EQUIPMENT REPLACEMENT FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Charges for Services	\$ 1,566,797	\$ 5,267	\$ 1,572,064	\$ 917,037	\$ -	\$ 655,027	58%		\$ 917,037	0%
Grant Revenue	-	-	-	-	-	-	0%		-	0%
Other Reimbursements	150,000	(150,000)	-	-	-	-	0%		22,325	-100%
Interest Income	250,000	-	250,000	82,728	-	167,272	33%		148,554	-44%
Auction Proceeds	-	150,000	150,000	111,150	-	38,850	74%		107,500	3%
Total Revenue	\$ 1,966,797	\$ 5,267	\$ 1,972,064	\$ 1,110,915	\$ -	\$ 861,149	166%		\$ 1,195,416	-141%
<b>EXPENDITURES</b>										
Vehicle Replacement	\$ 1,972,462	\$ 400	\$ 1,972,862	\$ 518,658	\$ 6,035,670	\$ (4,581,466)	332%	1, 2	\$ 410,575	26%
Equipment Replacement	77,706	1,089,094	1,166,800	684,990	173,359	308,451	74%	1	128,928	431%
Technology Replacement	1,089,094	(1,089,094)	-	-	-	-	0%		-	0%
Total Expenditures	\$ 3,139,262	\$ 400	\$ 3,139,662	\$ 1,203,648	\$ 6,209,029	\$ (4,273,014)	236%		\$ 539,504	123%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,172,465)	\$ 4,867	\$ (1,167,598)	\$ (92,733)					\$ 655,913	
Beginning Fund Balance October 1			17,159,865	17,159,865					6,055,897	
Ending Fund Balance Current Month			<u>\$ 15,992,267</u>	<u>\$ 17,067,132</u>					<u>\$ 6,711,810</u>	

**Notes**

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

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**HEALTH INSURANCE FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Health Charges	\$ 7,231,912	\$ -	\$ 7,231,912	\$ 3,404,087	\$ -	\$ 3,827,825	47%	1	\$ 2,976,955	14%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	313,820	-	(13,820)	105%	2	232,002	35%
Interest Income	20,000	-	20,000	1,836	-	18,164	9%		2,876	-36%
Transfers In	710,000	-	710,000	414,167	-	295,833	58%		-	0%
Total Revenue	\$ 8,261,912	\$ -	\$ 8,261,912	\$ 4,133,909	\$ -	\$ 4,128,003	50%		\$ 3,211,833	29%
<b>EXPENDITURES</b>										
Contractual Services	\$ 133,911	\$ -	\$ 133,911	\$ 93,678	\$ 8,000	\$ 32,233	76%		\$ 65,343	43%
Employee Health Insurance/Claims	8,371,480	-	8,371,480	4,131,171	1,130	4,239,179	49%		4,449,078	-7%
Total Expenditures	\$ 8,505,391	\$ -	\$ 8,505,391	\$ 4,224,850	\$ 9,130	\$ 4,271,411	50%		\$ 4,514,421	-6%
REVENUE OVER (UNDER) EXPENDITURES	\$ (243,479)	\$ -	\$ (243,479)	\$ (90,940)					\$ (1,302,588)	
Beginning Fund Balance October 1			65,965	65,965					148,135	
Ending Fund Balance Current Month			<u>\$ (177,514)</u>	<u>\$ (24,975)</u>					<u>\$ (1,154,453)</u>	

Notes

- 1 Health Charges expected to increase later in the FY. New plan year starts January 2026. Additional staff bugeted February 2026.
- 2 Stop loss reimbursements are received after health claims are paid.

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
REVENUES								
Property Taxes - Capital Dedicated		\$ 10,500,000	\$ (10,500,000)	\$ -	\$ 10,500,000			
Contributions/Interlocal Revenue		3,600,000	-	3,600,000	480,592			
Bond Proceeds - 2026 GO Bonds		23,297,062	-	23,297,062	-			
Interest Income		3,000,000	-	3,000,000	1,695,146			
Transfers In - Impact Fee Funds		5,500,000	-	5,500,000	5,400,000			
Transfers In - Tree Mitigation		850,000	-	850,000	850,000			
Transfers In - Park Dedication/Improvement		2,150,000	-	2,150,000	2,150,000			
Grants		-	-	-	547,284			
Other Revenue		-	-	-	7,287			
Transfers In		-	-	-	-			
Total Revenues		\$ 48,897,062	\$ (10,500,000)	\$ 38,397,062	\$ 21,630,309			

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
First Street (DNT - Coleman)	\$ 24,758,067	\$ -	\$ -	\$ 24,758,067	\$ 63,183	\$ 20,869,065	\$ 3,466,462	\$ 359,357
Coit Road (First-Frontier)	27,789,900	-	(6,881,407)	20,908,493	3,183,100	7,802,729	2,286,547	7,636,117
DNT Main Lane (US 380 - FM 428)	7,671,186	-	-	7,671,186	2,557,062	-	5,114,123	1
Fishtrap (Elem-DNT)	32,230,732	-	(58,589)	32,172,143	121,949	502,689	31,499,530	47,975
Teel (US380 Intersection Improv.)	-	-	493,527	493,527	493,527	-	-	-
First Street (Coit-Custer) 4 Lanes	26,563,812	-	-	26,563,812	210	-	26,372,036	191,567
Preston Road / First Street Dual Le	900,000	-	-	900,000	-	22,077	71,523	806,400
Craig Street (Preston - Fifth)	750,000	4,400,000	-	5,150,000	37,665	32,393	719,042	4,360,900
Coleman (Gorgeous - Talon)	4,022,596	15,500,000	1	19,522,597	152,442	187,312	2,847,712	16,335,130
Legacy (Prairie - Fishtrap) - 4 lan	10,000,000	-	171,519	10,171,519	-	-	10,171,519	-
Teel Parkway (US 380 - Fishtrap Rd)	6,040,289	-	26,212	6,066,501	6,237	4,161	6,056,103	-
Coit Road / US 380 SB Dual Left Tur	27,917	-	-	27,917	2,064	-	23,986	1,867
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	-
Street Impact Fee Analysis	105,627	-	-	105,627	1,750	-	57,110	46,766
US 380 Deceleration Lanes - Denton	500,000	-	-	500,000	-	-	43,600	456,400
Safety Way (Cook - Technology)	800,000	-	-	800,000	-	-	454,085	345,915
Gorgeous/McKinley	700,000	-	-	700,000	15,000	-	608,940	76,060
First Street (Coleman - Craig)	2,500,000	-	-	2,500,000	5,000	58,489	516,408	1,920,103
Gee Road (US 380 - FM 1385) - 2 NB	3,900,000	1,100,000	-	5,000,000	50,366	100,486	1,590,688	3,258,460
Frontier Parkway (Legacy - DNT)	300,000	-	-	300,000	-	-	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 W	1,400,000	-	-	1,400,000	63,559	121,263	578,178	637,000
Windsong Parkway/US 380 Dual Left T	152,620	-	-	152,620	-	-	73,318	79,302
Legacy Drive (Prosper Tr. to P	-	-	10,000	10,000	259	-	167	9,574
Coleman St (First-Georgeous)	660,000	-	-	660,000	-	278,698	381,902	(600)
Teel Parkway (First-Freeman)	855,510	-	59,923	915,433	-	295,589	619,844	-
Legacy (First St. - Prosper Tr	200,000	-	-	200,000	134,800	-	-	65,200
Legacy (First St. - Prosper Tr	550,000	-	-	550,000	-	-	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	-	-	1,200,000	290,809	442,885	260,306	206,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	4,463	-	24,038	-
West Gorgeous (McKinley-Colema	230,000	-	-	230,000	38,170	100,699	84,128	7,004
Godwin Parkway (DNT - BNSF RR)	-	2,000,000	-	2,000,000	1,000,000	-	-	1,000,000
Whitley Place/First St. - Open Spac	-	250,000	-	250,000	-	-	-	250,000
Unprogrammed Future Projects	522,874	-	(95,102)	427,772	-	-	-	427,772

EXPENDITURES

Street & Traffic Projects

Street Projects

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

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
<b>Street &amp; Traffic Projects</b>								
<u>Traffic Projects</u>								
Fifth Street Quiet Zone	500,000	-	-	500,000	390	-	-	499,610
Traffic Signal - Fishtrap & Artesia	525,000	140,000	(75,000)	590,000	1,305	6,707	323,079	258,909
Median Lighting US 380 (Mahard-Love)	300,000	-	-	300,000	-	-	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	-	56,637	213,560	11,303
Traffic Signal - Teel Pkway & Prair	525,000	140,000	73,720	738,720	445,190	88,142	39,304	166,084
Traffic Signal Acacia Parkway/Gee R	667,573	-	-	667,573	15,780	5,400	645,373	1,020
Traffic Signal First Street/Legacy	992,259	-	54,085	1,046,344	263,899	534,833	246,948	663
Opticom Repair/Installation	85,000	-	-	85,000	-	6,960	75,597	2,443
Gee/Lockwood Pedestrian Hybrid	357,113	-	-	357,113	188,473	47,969	113,650	7,020
First/Copper Canyon Pedestrian	331,054	-	-	331,054	188,473	25,434	108,867	8,280
First/Chaucer Pedestrian Hybri	316,374	-	-	316,374	188,473	12,953	106,658	8,290
Tr. Signal (Denton-Fishtrap)	390,428	-	-	390,428	-	-	377,974	12,454
Traffic Improvement Projects (	767,160	1,500,000	(382,500)	1,884,660	5,655	-	-	1,879,005
Traffic Signal Communications P	495,000	-	150,000	645,000	-	134,912	-	510,088
Traffic Signal - Legacy & Prai	525,000	140,000	(49,500)	615,500	-	-	-	615,500
School Zone Flashers	140,544	-	-	140,544	-	-	140,544	-
Traffic Equipment	15,928	-	-	15,928	-	-	15,928	-
Crosswalk Development Projects	140,000	-	-	140,000	57,839	5,101	62,984	14,076
Traffic Signal - Legacy & Prosper T	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal - Legacy & Starwood	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal Warrant Studies	-	85,000	(35,500)	49,500	-	49,500	-	-
First St at Fire No.3 Emgcy Signal	-	-	77,500	77,500	-	77,500	-	-
La Cima Blvd at Arrowhead-PHB	-	-	77,500	77,500	-	77,500	-	-
Coit Rd at Rodgers MS - PHB	-	-	77,500	77,500	-	77,500	-	-
<b>Total Street &amp; Traffic Projects</b>	<b>\$ 164,664,563</b>	<b>\$ 25,425,000</b>	<b>\$ (6,355,611)</b>	<b>\$ 183,733,950</b>	<b>\$ 9,577,091</b>	<b>\$ 32,325,584</b>	<b>\$ 97,191,761</b>	<b>\$ 44,639,515</b>

TOWN OF PROSPER, TEXAS  
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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
<b>Park Projects</b>								
<u>Neighborhood Park</u>								
Windsong Park #3	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ 307,824	\$ -	\$ -	\$ 42,176
Lakewood Preserve, Phase 2	5,587,255	-	(1)	5,587,255	8,889	5,499	5,563,948	8,919
Downtown Park (Broadway/Parvin)	1,158,240	200,000	(127,000)	1,231,240	39,042	527,120	99,058	566,020
Raymond Community Park Dam Repair	-	350,000	-	350,000	1,023	99,977	-	249,000
Playground Shade Structures - Lakew	-	200,000	-	200,000	-	-	-	200,000
Security Cameras - Raymond Communit	-	250,000	-	250,000	-	-	-	250,000
Pecan Grove & Whitley Place HOA Irr	-	125,000	-	125,000	-	-	-	125,000
Mirabella Park (Tellus)	-	500,000	-	500,000	-	-	-	500,000
Creekside Park (Shaddock)	-	445,000	-	445,000	-	-	-	445,000
<u>Trails</u>								
Doe Branch Trail Connections	1,684,000	-	-	1,684,000	307,169	142,059	124,111	1,110,661
<u>Downtown Improvements</u>								
Downtown Improvements	329,383	-	9,930	339,313	89,061	8,436	239,166	2,650
Downtown Monumentation	164,700	-	40,531	205,231	11,000	29,890	164,341	-
Downtown Monumentation, Broadway &	370,000	255,000	7,622	632,622	62,676	569,946	-	-
Prosper Parking Lot and Alley Impro	552,500	-	(23,168)	529,332	17,784	409,681	100,550	1,317
<u>Community Park</u>								
Raymond Community Park	24,787,000	128,000	390,000	25,305,000	4,899,783	2,296,020	17,375,181	734,016
Raymond Comm. Park, Trail/Brid	916,802	-	-	916,802	-	916,535	-	267
Froniter Park Pond Repairs	473,000	-	-	473,000	-	33,768	420,123	19,109
Frontier Park Concrete Repairs	120,000	-	-	120,000	-	-	-	120,000
Parks & Recreation Admin Facil	80,000	-	-	80,000	-	-	72,803	7,197
Doe Branch Property Masterplan	140,000	-	-	140,000	46,900	5,000	82,700	5,400
Dream Park	-	3,000,000	-	3,000,000	1,113,416	1,861,938	-	24,646
Playgr. Shade Struct.-Pecan Gr	160,000	-	-	160,000	-	-	158,923	1,077
<u>Median/ Landscape Screening</u>								
US 380 Green Ribbon Lndscp- Irrigat	2,295,000	-	-	2,295,000	192,662	25,233	1,601,537	475,567
Mahard Medians	-	500,000	-	500,000	16,200	33,800	-	450,000
Prairie Medians	-	250,000	-	250,000	5,400	44,600	-	200,000
Richland Median Lndscp (Prosper Com	-	150,000	-	150,000	-	-	-	150,000
Prosper Trail Screening (Preston -	550,000	-	7,000	557,000	49,339	-	472,986	34,675
Parks Master Plan Update	140,000	-	-	140,000	-	-	132,707	7,293
Unprogrammed Future Projects	400,190	-	(333,333)	66,857	-	-	-	66,857
<b>Total Park Projects</b>	<b>\$ 40,258,070</b>	<b>\$ 6,353,000</b>	<b>\$ (28,419)</b>	<b>\$ 46,582,651</b>	<b>\$ 7,168,168</b>	<b>\$ 7,009,502</b>	<b>\$ 26,608,134</b>	<b>\$ 5,796,847</b>

TOWN OF PROSPER, TEXAS  
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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
<b>Facility Projects</b>								
<u>Public Safety</u>								
Fire Station #4 Design	\$ 950,680	\$ -	\$ -	\$ 950,680	\$ 78,802	\$ 30,083	\$ 856,971	\$ (15,175)
Fire Station #4 Other Developm	413,422	-	-	413,422	14,621	18,111	111,496	269,195
Fire Station #4 Construction	11,610,003	-	-	11,610,003	4,784,199	143,957	6,534,244	147,602
Fire Station #4 (FF&E)	700,000	-	-	700,000	385,079	58,575	-	256,346
Public Safety Fiber Ring	1,000,000	-	-	1,000,000	76,621	-	-	923,380
PD Needs Assessment	78,740	-	1	78,741	11,775	-	66,966	-
Town Hall HVAC Unit	-	-	61,933	61,933	61,933	-	-	-
Repairs Fire Station 2	-	-	57,429	57,429	57,429	-	-	-
Central Fire BAS System	-	-	65,732	65,732	-	65,732	-	-
Fire Station 2 BAS System	-	-	16,435	16,435	16,032	404	-	-
Fire Station 3 BAS System	-	-	39,694	39,694	39,694	-	-	-
Quint Fire Engine (New Central Fire	1,495,000	-	-	1,495,000	-	-	1,469,880	25,120
Ambulance (New Central Fire Station	495,000	-	-	495,000	-	-	487,388	7,612
Fire Engine Station #4	1,250,000	-	-	1,250,000	-	-	1,246,418	3,582
Ambulance Station #4	552,000	-	-	552,000	-	-	551,600	401
<u>Non-Public Safety</u>								
Parks & Public Works, Phase 1	5,802,938	5,397,062	8,319,788	19,519,788	305,362	17,386,509	777,468	1,050,449
Finish Out Interior Spaces Town Hal	685,416	-	-	685,416	260,768	4,922	419,725	-
Library Master Pan	130,000	-	-	130,000	8,600	5,389	116,011	-
Town Hall Repairs - N. Parking	290,892	-	7,320	298,212	244,958	2,765	50,489	-
Facility Improvement Projects	-	300,000	(241,223)	58,777	-	-	-	58,777
Unprogrammed Future Projects	511,916	-	(340,653)	171,263	-	-	-	171,263
<b>Total Facility Projects</b>	<b>\$ 25,966,007</b>	<b>\$ 5,697,062</b>	<b>\$ 7,986,456</b>	<b>\$ 39,649,526</b>	<b>\$ 6,345,872</b>	<b>\$ 17,716,446</b>	<b>\$ 12,688,657</b>	<b>\$ 2,898,552</b>
<b>Transfer Out</b>								
CIP Salaries - Streets	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -
CIP Salaries - Parks	-	300,000	-	300,000	300,000	-	-	-
CIP Salaries - Facilities	-	300,000	-	300,000	300,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 230,888,640</b>	<b>\$ 38,475,062</b>	<b>\$ 1,602,426</b>	<b>\$ 270,966,127</b>	<b>\$ 24,091,131</b>	<b>\$ 57,051,533</b>	<b>\$ 136,488,551</b>	<b>\$ 53,334,914</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>				<b>\$ (232,569,065)</b>	<b>\$ (2,460,822)</b>			
<b>Beginning Fund Balance (Restricted for Capital Projects) October 1</b>				<b>82,578,172</b>	<b>82,578,172</b>			
<b>Ending Fund Balance (Restricted for Capital Projects) Current Month</b>				<b>\$ (149,990,893)</b>	<b>\$ 80,117,350</b>			

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

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Year Expenditure	Project Budget Balance
<b>REVENUES</b>								
Interest Income		\$ 807,800	\$ -	\$ 807,800	\$ 1,004,024			
Bond Proceeds		26,538,619	-	26,538,619	-			
Grant Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Transfers In - Impact Fee Funds		6,868,378	-	6,868,378	6,868,378			
Transfers In - Drainage Fund		200,000	-	200,000	200,000			
Total Revenues		<u>\$ 34,214,797</u>	<u>\$ -</u>	<u>\$ 34,214,797</u>	<u>\$ 8,072,402</u>			
<b>EXPENDITURES</b>								
<b>Water Projects</b>								
Lower Pressure Plane 42"	\$ 18,931,100	\$ -	\$ (420,550)	\$ 18,510,550	\$ -	\$ -	\$ 18,510,550	\$ -
LPP Water Line Phase, 2A	9,000,000		(1,080,312)	7,919,688	42	-	7,919,646	-
Water Line Relocation-Frontier Park	6,900,000	-	-	6,900,000	2,916,638	1,143,080	1,554,570	1,285,711
Parks & Public Works, Phase 1	5,600,000	-	2,395,576	7,995,576	1,968,013	5,639,557	388,007	-
DNT (Prosper Trail - Frontier Parkw	23,785	-	-	23,785	-	-	3,585	20,200
Water Impact Fee Analysis	105,627	-	-	105,627	-	-	105,487	139
DNT Water Line Relocation	37,019	-	-	37,019	-	-	25,127	11,893
5 MG Ground Storage Tank	8,100,000	5,695,000	-	13,795,000	131,582	194,851	524,677	12,943,890
Craig Street 2 MG EST Rehabili	460,000	2,540,000	-	3,000,000	121,858	173,787	73,305	2,631,050
First Street (DNT - Coleman) - 12"	-	2,500,000	-	2,500,000	-	2,500,000	-	-
US 380 30-inch Water/8" WW Line Rel	-	1,800,000	-	1,800,000	37,974	980,836	-	781,190
Godwin Pkwy Materials	-	-	261,980	261,980	261,980	-	-	-
Unprogrammed Future Projects	356,728	-	-	356,728	-	-	-	356,728
<b>Wastewater Projects</b>								
Doe Branch Parallel Interceptor	16,253,327	-	-	16,253,327	3,750,000	-	3,750,000	8,753,327
Upper Doe Branch WW Line	8,025,000	-	(1,061,980)	6,963,021	1,231,512	1,128,276	4,573,501	29,731
Sewer Impact Fee Analysis	115,947	-	-	115,947	-	-	115,807	139
Doe Branch, Phase 3 WWTP	104,946,277	-	-	104,946,277	27,500,000	3,835	33,636,712	43,805,730
Wilson Creek WW Line	400,000	-	(94,714)	305,286	-	-	305,286	-
Denton ISD WW Line Reimburseme	531,622	-	-	531,622	-	-	-	531,622
Total Water & Wastewater Projects	<u>\$ 179,786,432</u>	<u>\$ 12,535,000</u>	<u>\$ -</u>	<u>\$ 192,321,431</u>	<u>\$ 37,919,599</u>	<u>\$ 11,764,222</u>	<u>\$ 71,486,261</u>	<u>\$ 71,151,350</u>
<b>Drainage Projects</b>								
Old Town Regional Retention Pond #2	\$ 98,386	\$ 200,000	\$ -	\$ 298,386	\$ -	\$ -	\$ 48,323	\$ 250,063
Doe Branch Creek Erosion Control	225,000	-	-	225,000	-	14,472	183,560	26,968
Total Drainage Projects	<u>\$ 323,386</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 523,386</u>	<u>\$ -</u>	<u>\$ 14,472</u>	<u>\$ 231,883</u>	<u>\$ 277,031</u>
<b>Transfer Out</b>								
CIP Salaries - Water	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -
CIP Salaries - Wastewater	-	200,000	-	200,000	200,000	-	-	-
Total Expenses	<u>\$ 180,109,818</u>	<u>\$ 13,235,000</u>	<u>\$ -</u>	<u>\$ 193,344,817</u>	<u>\$ 38,419,599</u>	<u>\$ 11,778,694</u>	<u>\$ 71,718,144</u>	<u>\$ 71,428,381</u>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>				\$ (159,130,020)	\$ (30,347,197)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				115,732,372	115,732,372			
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (43,397,648)</u>	<u>\$ 85,385,175</u>			



## POLICE DEPARTMENT

**To: Mayor and Town Council**

**From: Ken Myers, Interim Police Chief**

**Through: Mario Canizares, Town Manager**

**Re: Multipurpose Speed Trailers**

**Town Council Meeting – May 19, 2026**

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

**Agenda Item:**

Consider and act upon authorizing the purchase of three (3) multipurpose speed trailers for the Prosper Police Department from All Traffic Solutions utilizing Sourcewell Contract 090122-ATS for \$61,024.22.

**Description of Agenda Item:**

This request is for three (3) multipurpose speed trailers that can also function as small signboards for traffic warnings, special events, and crime prevention messaging. In addition to displaying speed and messaging information, they are capable of gathering traffic statistics. The current fleet of speed trailers is old, in disrepair, and no longer repairable. The new trailers come pre-wired to support existing Flock LPR cameras, allowing use of current portable cameras without requesting additional camera purchases.

**Budget Impact:**

The attached quote from All Traffic Solutions, referenced as Q-107034, in the amount of \$61,024.22 is for the purchase of three (3) Multi-Purpose Speed Trailers. This quote includes the base price of \$9,777.72 for each trailer, plus purchase options, minus a vendor discount; totaling \$18,653.41 for each trailer with shipping and handling totaling \$5,064.00. Funding will be provided through an existing MVCPA grant.

\$61,024.22 from Police Department, Support Services Organization #12023027, Object #61400 Capital Equipment.

**Attached Documents:**

1. All Traffic Solutions Q-107034

**Town Staff Recommendation:**

Staff recommend the Town Council approve purchase of three (3) multipurpose speed trailers for the Prosper Police Department from All Traffic Solutions utilizing Sourcewell Contract 090122-ATS for \$61,024.22.

**Proposed Motion:**

I move to approve authorizing the purchase of three (3) multipurpose speed trailers for the Prosper Police Department from All Traffic Solutions utilizing Sourcewell Contract 090122-ATS for \$61,024.22.



All Traffic Solutions, LLC  
 5100 W Brown Deer Rd  
 Brown Deer, WI 53223  
 Phone: 814-237-9005  
 Fax: 814-237-9006  
 DUNS #: 02-344-3864  
 Tax ID: 39-0983658  
 CAGE Code: 0GWV8

QUOTE Q-107034

Item 13.

DATE: 03/11/2026

PAGE NO: 1

**Mail Purchase**

**Orders to:**

5100 W Brown Deer Rd  
 Brown Deer, WI 53223

Contract: **Sourcewell 090122-ATS**  
 Sourcewell Account #: **100478**

**Questions contact:**  
**MANUFACTURER:**  
**All Traffic Solutions**

Cyndi Phillips  
 x  
 cphillips@alltrafficsolutions.com

**Independent Sales Rep:**

**BILL TO:**

Prosper Police Department  
 801 Safety Way  
 Prosper, TX 75078

**SHIP TO:**

Prosper Police Department  
 801 Safety Way  
 Prosper, TX 75078  
 Attn: Keith Mann

Billing Contact:

**PAYMENT**

**TERMS:**  
 Net 30

**CUSTOMER:** Prosper Police Department

**CONTACT:**(972) 346-2640

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	3	\$9,777.72	\$29,333.16
4001299	3 Year Warranty	3	\$0.00	\$0.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Camera/Pictures, (\$3000 Value, requires Traffic or Message Suite)	3	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	3	\$1,500.00	\$4,500.00
4001626	VZW communications prep	3	\$0.00	\$0.00
4002013	ATS-5 Trailer Flock Ready: 450Ah AGM Batteries, 160W solar & 20A controller; Includes Flock DC power kit and V3 Mounting Bracket. Trailer is compatible with (1) Flock Safety Flex LPR Camera	3	\$8,823.89	\$26,471.67
4100557	hrns, Power cord, iA w/ quick connects for trailer	3	\$60.00	\$180.00
4000754	USB cable, 16ft, extra long for trailer or pole	3	\$37.74	\$113.22
4000740	Trailer Certificate of Origin	3	\$0.00	\$0.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	3	\$840.48	\$2,521.44
4001889	Shipping and Handling	1	\$5,064.00	\$5,064.00

4001190

Discount - New Purchase

1

(\$7,159.27)

(\$7,159.27)

Item 13.

Special Notes:

**SALES  
AMOUNT:**

\$61,024.22

(3) Flock Ready Trailers

**TOTAL  
USD:**

\$61,024.22

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## POLICE DEPARTMENT

**To: Mayor and Town Council**

**From: Ken Myers, Interim Police Chief**

**Through: Mario Canizares, Town Manager**

**Re: Motorola Cloud Based Storage**

**Town Council Meeting – May 19, 2026**

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

**Agenda Item:**

Consider and act upon authorizing the Town Manager, and/or his designee, to execute a contract with Motorola Solutions for a cloud-based storage solution for Motorola-related public safety media files for an amount not to exceed \$189,043.

**Description of Agenda Item:**

The Police Department requests authorization to enter into an agreement with Motorola Solutions for a cloud-based storage solution to support the management of public safety media files. This solution will transition the Department’s Motorola-related data from on-premises storage to a secure cloud-based environment, improving operational efficiency, enhancing system functionality, and reducing risks associated with on-premises infrastructure. This solution is being offered through cooperative contract RA052-21 with HGAC. Upon approval, the agreement will be executed in Fiscal Year 2026; however, there will be no budget impact until Fiscal Year 2027. Funding for this contract will be incorporated into the Department’s FY 2027 budget.

**Budget Impact:**

FY27 funding. The total investment for this solution is \$577,644.16, with a strategic discount of \$388,601.16, resulting in a net cost of \$189,043, to be paid in equal installments over a four-year term.

**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. Quote / Contract – Motorola

**Town Staff Recommendation:**

Town Staff recommend the Town Council approve Town Manager, and/or his designee, to execute a contract with Motorola Solutions for a cloud-based storage solution for Motorola-related public safety media files for an amount not to exceed \$189,043.

**Proposed Motion:**

I move to approve authorizing the Town Manager, and/or his designee, to execute a contract with Motorola Solutions for a cloud-based storage solution for Motorola-related public safety media files for an amount not to exceed \$189,043.



Billing Address:  
PROSPER POLICE DEPT, TOWN  
OF  
P O BOX 307  
PROSPER, TX 75078  
US

Quote Date:04/08/2025  
Expiration Date:05/26/2026  
Quote Created By:  
Blake Galloway  
Regional Sales Manager  
Blake.Galloway@  
motorolasolutions.com  
214-551-2709

End Customer:  
PROSPER POLICE DEPT, TOWN OF

Contract: 17724 - HGAC (TX)-RA05-21  
AGREEMENT: WG AGREEMENT  
Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
CommandCentral DEMS							
1	SSV00S05158A	0696	COMMANDCENTRAL DEMS PLUS SERVICE*	69	4 YEAR	\$1,267.00	\$87,423.00
2	SSV00S05160A	0696	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER BODYWORN CAMERA*	40	4 YEAR	\$652.00	\$26,080.00
3	SSV00S05161A	0696	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER IN-CAR VIDEO CAMERA*	30	4 YEAR	\$652.00	\$19,560.00
4	PSV00S05486A	0914	MOBILE VIDEO ONSITE CLOUD DEPLOYMENT	1		\$6,000.00	\$6,000.00
5	SSV00S05131A	0616	COMMANDCENTRAL DEMS EXPORT TO AXON*	1	4 YEAR	\$0.00	\$0.00
6	ISV00S04236A	0840	DEPLOY AXON INTERFACE*	1		\$0.00	\$0.00
7	SSV00S03682A	0616	INTEGRATION: CC EVIDENCE TO COMMUNITY*	1	4 YEAR	\$0.00	\$0.00
8	SSV00S03753A	0616	INTEGRATION: RESPONDER TO EVIDENCE*	1	4 YEAR	\$0.00	\$0.00



Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
9	SSV00S03748A	0616	INTEGRATION: AWARE TO EVIDENCE*	1	4 YEAR	\$0.00	\$0.00
10	WGW00166-100	0840	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	90		\$0.00	\$0.00
11	PSV00S05491A	0914	MOBILE VIDEO ONSITE TRAINING	1		\$0.00	\$0.00
	VideoManager EL or EX: Video Evidence Management						
12	SSV07S05467A	0897	VIDEOMANAGER EL CLOUD ADVANCED PLUS - M	1	4 YEAR	\$50,000.00	\$50,000.00
13	PSV07S04195A	0897	VIDEOMANAGER EL CLOUD ONBOARDING*	1		\$0.00	\$0.00
14	PSV07S04030A	0853	MOBILE VIDEO PREV. MAINT. ONBOARDING*	1		\$0.00	\$0.00
15	LSV07S04159A	0897	VIDEOMANAGER EL CLOUD ADVANCED PLUS	1	4 YEAR	Included	Included
	CommandCentral Aware						
16	SSV00S04179A	0612	AWARE STANDARD*	1	4 YEAR	\$0.00	\$0.00
17	PSV00S04088A	0612	INTEGRATION: CC RESPONDER TO AND FROM COMMANDCENTRAL AWARE*	1		\$0.00	\$0.00
18	PSV00S04102A	0612	INTEGRATION: VIGILANT - VEHICLE MANAGER TO COMMANDCENTRAL AWARE*	1		\$0.00	\$0.00
19	PSV00S04081A	0612	INTEGRATION: APXNEXT TO COMMANDCENTRAL AWARE*	1		\$0.00	\$0.00
20	PSV00S04009A	0250	COMANDCENTRAL AWARE 4 HOURS VIRTUAL TRAINING*	1		\$0.00	\$0.00
21	PSV00S04083A	0612	INTEGRATION: AWARE TO COMMUNITY*	1		\$0.00	\$0.00
22	PSV00S04093A	0612	MOBILE VIDEO TELEMETRY*	1		\$0.00	\$0.00
23	SSV00S04248A	0612	AWARE LOCATION DEVICES*	100	4 YEAR	\$0.00	\$0.00
Subtotal							\$577,664.16
Total Discount Amount							\$388,601.16



Grand Total

**\$189,063.00(USD)**

### Pricing Summary

	Sale Price
<b>Upfront Costs for Hardware, Accessories and Implementation (if applicable)</b>	<b>\$47,265.75</b>
<b>Year 2 Subscription Fee</b>	<b>\$47,265.75</b>
<b>Year 3 Subscription Fee</b>	<b>\$47,265.75</b>
<b>Year 4 Subscription Fee</b>	<b>\$47,265.75</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>	<b>\$189,063.00</b>

NOTE: Year 1 Invoice to be deferred to 10/01/2026



Date \_\_\_\_\_

Re: QUOTE-3082900

Agency: PROSPER POLICE DEPT, TOWN OF

Total Cost: \$189,063.00

Contract Reference: Prosper PD Cloud Only

Please be advised that the Prosper Police Department will purchase the goods and/or services offered in your QUOTE-3082900 dated 04/08/2025. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: Texas DIR-CPO-5433

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to Prosper PD Budget, the funds for this purchase have been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference QUOTE-3082900 And be sent to:

PROSPER POLICE DEPT, TOWN OF

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

PROSPER POLICE DEPT, TOWN OF

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

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

Name: \_\_\_\_\_

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

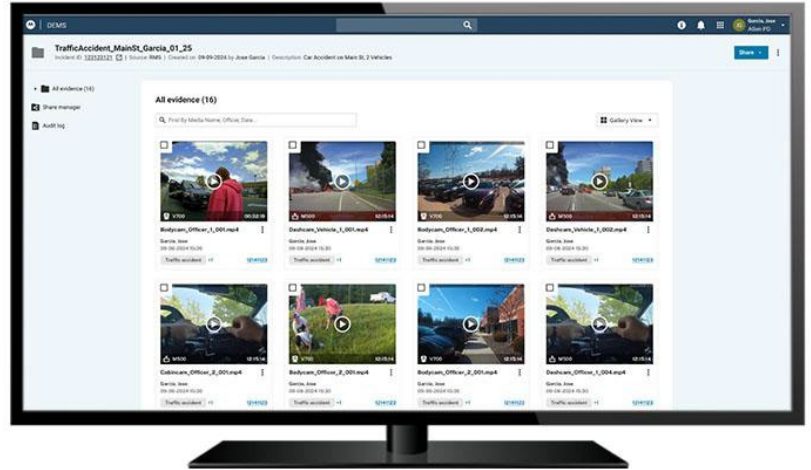
Email: \_\_\_\_\_

## COMMANDCENTRAL DEMS PLUS SOLUTION DESCRIPTION

### OVERVIEW

CommandCentral DEMS provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location.

By centralizing digital evidence collections, CommandCentral DEMS removes data silos and provides users with the storage and tools they need to get the most out of their critical information. In addition, users can easily secure and share content with an intact chain of custody, to improve collaboration.



CommandCentral DEMS Plus is available without any upfront capital investment. Monthly subscription service costs include the software, device management, and storage. Evidence also secures data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework.

### THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all software applications with one agency username and password for a more streamlined workflow. The platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.



CommandCentral continuously evolves, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



**Figure 1: The End-to-End Platform**

## DIGITAL EVIDENCE MANAGEMENT

Evidence stored in the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

### Store and Manage - Collections

Evidence is automatically linked based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident.

- **Auto Created Collections** – Digital evidence captured by integrated products that provide a Record ID, such as an Incident or Case Number, will automatically be grouped into a Collection.
- **Manually Created Collections** – Users can manually create collections or sub-collections to better organize individual files and related items.
- **Bulk Actions** – Easily download, share, and edit specific details of multiple files in a group.
- **Manual Upload** - Upload digital evidence from 3rd parties directly into an existing collection or while creating a new collection to build your case.

### Interagency, Judicial, and Community Sharing

Easily share digital evidence with trusted organizations and community members using our secure sharing features.

- **Trusted Organizations, Authenticated Sharing** - Share digital evidence collections with other agencies and judicial partners in a secure portal accessible by authenticated users.
- **Unauthenticated** - Quickly share evidence with the community for public information requests. Links can be password protected to add a level of security.

### AI Assisted Redactions and Transcriptions

Protect confidentiality and save time with our AI Assisted Redaction and Transcription Services.

- **AI Transcription & Summaries** - Generate transcriptions on-demand or set up automations to create transcriptions for video and audio files with an AI generated summary.
- **AI Assisted Video and Audio Redactions** - Receive suggestions for objects and information commonly redacted.
  - Video Object Detection - Identifies and tracks objects commonly redacted; such as heads (faces), license plates, screens, and documents.
  - Audio Detections - Use AI to auto-detect common sensitive data found in audio; such as names, phone numbers, and medical interactions.
  - Manual Redactions - For simple projects, manual redaction tools are available.

### Current MSI Ecosystem Integrations:

- CommandCentral Responder Starter, Mobile Field Responder Application
- SmartControl Mobile App for Body Cameras
- 10-21 Police Phone
- CAPE-Equipped Drones
- Smart Transcription for 9-1-1 call recordings
- ViQi - Voice Activated AI
- Records Management
  - Flex Records
  - PremierOne Records
  - CC Records / RMS

### Third Party Integrations

Import and export of data from some 3rd party software is available in some instances. Talk to your sales team for more details.

## DEVICE MANAGEMENT

Easily manage, configure, deploy and monitor in-car and body cameras in CommandCentral DEMS.

- **Body Cameras** are checked out to a given officer with assignment records showing the history of use for the device.
- **In-Car Video** systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, they are marked as the owner of any evidence created by the device.
- **Rapid Checkout Kiosk** allows users to quickly check out pooled body cameras at the beginning of a shift with an easy-to-use interface.
- **User Preferences** - In-car and Body cameras can be configured to remember preference settings for each user, including alert volume level, haptic notifications, screen and LED brightness and more.
- **Automatic Video Upload:** Videos are automatically uploaded to CommandCentral DEMS and linked based on officer name, or group recordings.
- **Device Dashboard:** See a detailed, easy-to-understand overview of your body cameras and in-car video systems at a glance, including their battery levels, memory levels, last checkout, and location.
- **In-field tagging:** Categorize and review body camera footage while still in the field, via the SmartControl iOS/Android/Windows app.



**Supported devices include:**

- SVX converged Radio Speaker Mic and Body-Worn Camera
- V700 Body Cameras
- M500 In-Car Camera System

**CLOUD SECURITY AND COMPLIANCE****Proactive Security Design**

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

**Compliance with Industry Best Practices**

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, and Criminal Justice Information System (CJIS) Security Policy. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST and ISO.

**Cybersecurity Champions Imbedded in Product and Service Teams**

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.



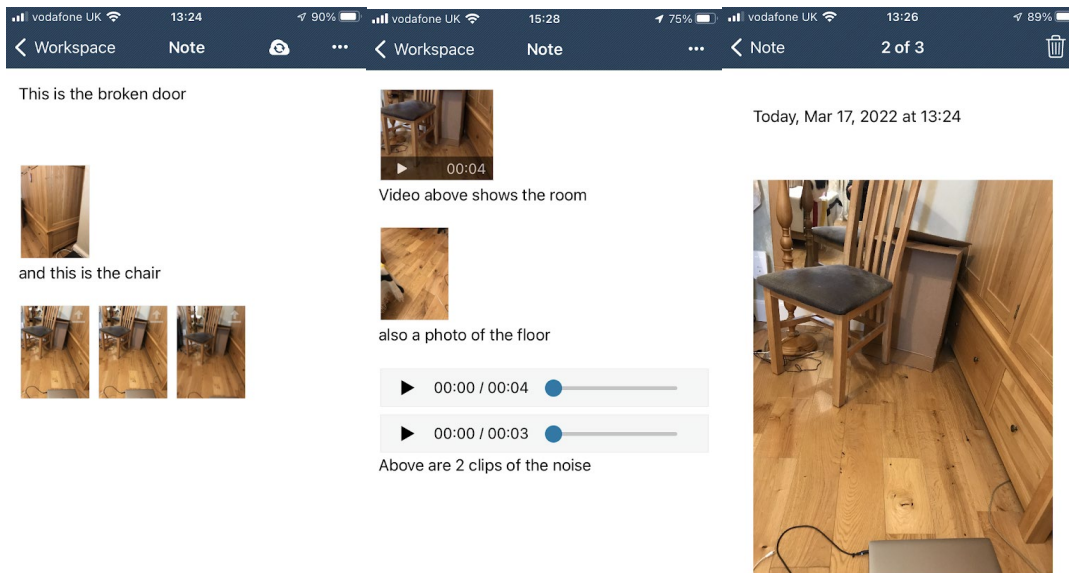
## COMMANDCENTRAL RESPONDER STARTER WITH EVIDENCE SOLUTION DESCRIPTION

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android.

The Responder with Evidence solution (also known as Responder Starter) allows users to capture media, record notes, tag items and link them to cases / incident records. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Using a note, users can capture a group of photos in one go and then tag them or link them all as a group. Responder uploads media automatically once captured, making the process easy for users. Media is removed automatically from a user's device after a customer defined retention period. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their MSI account.

### NOTES AND MEDIA CAPTURE

Responder with Evidence allows a user to create a note and capture media and associated text. Users can use the note either just to group a set of media together (as they capture it) or to add additional explanatory text as they capture details. Users can capture audio, video and photographs in this collection. This means users can attend a scene and immediately capture a collection of media before working out how to tag or link it. Users can view a full size version of a photo and can zoom in to view it at larger scale.

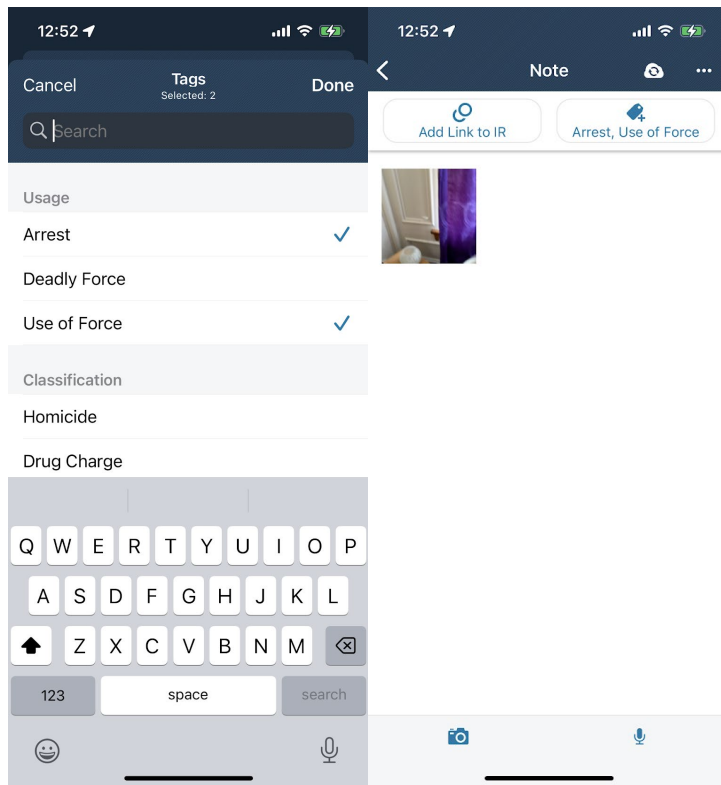
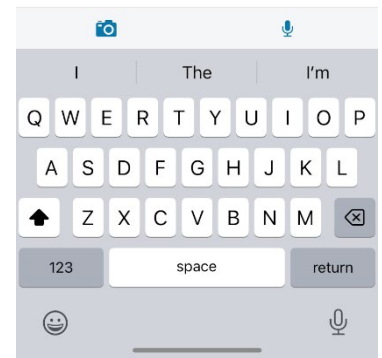
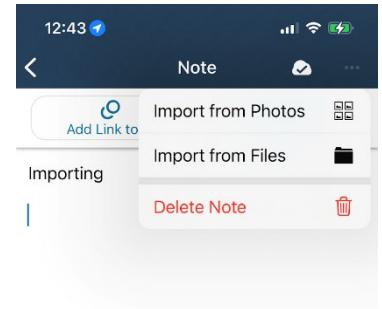


**IMPORTING MEDIA**

Users can import media (photos, audio, video and files such as PDFs) from their gallery or file system - allowing them to use media files shared to their device by members of the public. This feature can be enabled or disabled using per agency configuration (if an agency does not want to use this capability they can turn it off).

**TAGGING**

Users can choose to tag a note, which will tag it and all media within it. Tags provided are those configured by the agency and are shown grouped by categories defined by the agency. Selected tags will then show on the note. As with all media, in CommandCentral Evidence, tags are used to manage and set the retention period for media. In addition to manual tags, Responder can be configured to set a default "Responder Media" tag on every media item uploaded by Responder. This allows agencies to set a default tag & retention period for anything captured by Responder.



**LINKING TO RECORDS**

Users can link a note to an incident record contained in the CommandCentral Consolidated Records View - to relate the note & media to the incident and ensure they are shown in the Consolidated Records View.

The incident record summary shown in Responder contains key data for the record - Report number, Incident Type, Involved officers & Incident Start & End Date.

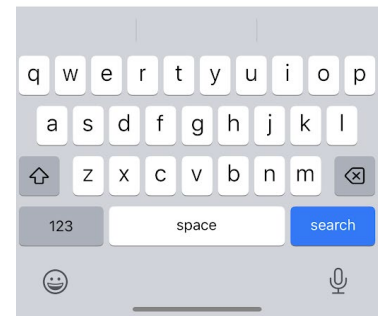
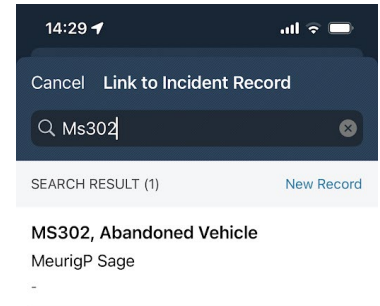


Users can:

- Link to an incident record already on a user's device
  - Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
  - A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)
  - User can create a new incident record (providing summary details above).
  - User will be provided with the Report number separately
  - Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

- Responder with CommandCentral Evidence connected to Flex
  - Flex generates law incidents (typically created from CAD). These law incidents are uploaded to CC Records and user can link to these. Whenever there is a case number to link to there will be a law incident in Flex and this will be pushed to CC Records. As a result, users can't create incident record summaries in Responder, they can link to law incidents created in Flex.
- Responder with CommandCentral Evidence connected to P1 RMS
  - P1 RMS manages case reports in case folders. If there is a case report, then P1 uploads this to CC Records and users can link to it.
  - If there is a case folder in P1 RMS but no case report then users can create an incident record summary in Responder, adding the case number - allowing the user to link media to the case.
- Responder with CommandCentral Evidence standalone (with CommandCentral Records Starter capability)
  - Users can create incident record summaries or link to ones that have already been created.
  - Incident records have to be manually created in Responder (or the CommandCentral Evidence/Records web UI) - they aren't imported from other systems



## TIMELINE

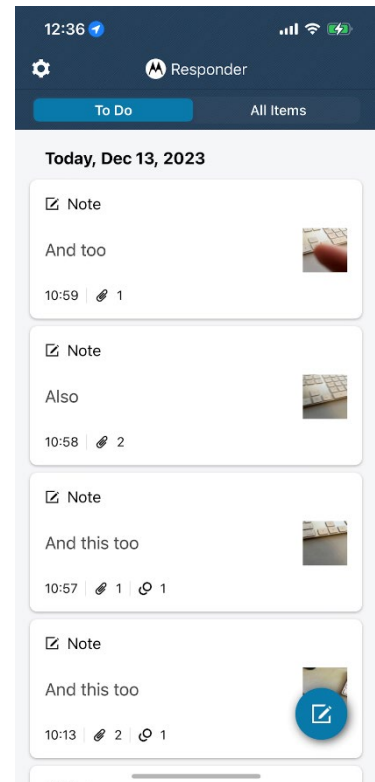
Users can view previous notes in their timeline:

- Update a note later with further information;
- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

The timeline is separated into a To Do and All Items view.

The To do view shows notes that a user has added, that are either less than 24 hours old or that have not yet been linked to an incident record. Users can manually move a note out of the To do view if they don't intend to link it to an incident record. However, typically users are encouraged to capture media and then link it. This provides an easy way for users to see notes they still have to deal with.

The All Items view shows all notes on a user's device so they can find older notes & evidence that they need to refer to.



## SYNCHRONIZING DATA

Notes & media files are automatically uploaded to CommandCentral Evidence - a synch indicator is shown on the note to show data is being uploaded, and an indicator is shown on each media item to show that the media item is being uploaded.

When a user signs out of Responder app, if they have unsent data (notes & evidence) then Responder will alert the user that they have unsent items - allowing them to ensure they are in an area of coverage and wait for sync to complete.

## AUTHENTICATION AND SECURITY

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. All user requests and other user data are protected by Azure Government services.

To access the system, a user authenticates against the CommandCentral Identity Management system. If desired, the identity management system can be setup to federate authentication against a customer identity management system such as Azure AD.

Customers can enable multi-factor authentication.

- If a customer uses CommandCentral Identity Management directly then multi factor authentication can be enabled for any or all users (at customer decision). If enabled then users need to enter a username & password and a second factor which is either a one time passcode sent by email or a one time passcode or authentication approval enabled via a separate app (Ping ID).
- If a customer uses federated authentication then the federated auth system authenticates the user. In this case the customer identity management will implement the multi factor authentication. For instance, Azure AD can enforce multi factor authentication and allows a one time passcode to be provided via email, SMS or via the Azure authenticator app.



In addition, Responder uses a PIN code (or optionally biometric unlock) that is used to allow users to unlock their app after inactivity timeout. Sign in online is required once per shift to access online data.



## MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s), in-car video system(s), and/or interview recording system(s) and your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. Motorola’s certified installer will work on Motorola’s behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

### FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

#### CJIS Security Policy Compliance

Motorola believes our solution is not in scope of the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola’s design and



features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

### **Personnel Security – Background Screening**

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access to unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJISSECPOL Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

### **Security Awareness Training**

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

### **CJIS Security Addendum**

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### **Third Party Installer**

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

### **COMPLETION CRITERIA**

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



## SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

### Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Discovery validation
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

### Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration
- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).



**Field Engineer (FE)**

The FE will work with the Customer's Project Team on:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

**Professional Services Engineer (if applicable)**

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

**Technical Trainer / Instructor**

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

**Motorola-Certified Installer (if applicable)**

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- Required Training
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- Optional Training
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual
    - Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.



### **Customer Support Services Team**

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

### **Customer Project Roles and Responsibilities**

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

### **Project Manager**

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.



- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### **IT Support**

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

### **Video Management Point of Contact (POC)**

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

### **Subject Matter Experts (SMEs)**

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

### **Training POC**

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

### **General Customer Responsibilities**

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system (if applicable).



- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

### **NETWORK AND HARDWARE REQUIREMENTS**

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
  - Quoting/ordering documents
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - Data Migration questionnaire if migration is included in the Solution
  - The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies
  - A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

### Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable)
- BPR Workbook



## PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.

## DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPR Workbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.



**Motorola Responsibilities**

- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

**Customer Responsibilities**

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

**Motorola Deliverables**

- Completed BPR Workbook.



## PROJECT EXECUTION

### HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

#### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.

#### Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software workstation(s).
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Cloud Evidence Management System cloud on Customer-provided workstation(s).

#### Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory

### SVX Configuration as a Remote Speaker Microphone (if applicable)

The Smart Dock(s) will be utilized to manage firmware updates on each SVX. In order for this process to be successfully completed, each Smart Dock must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

#### Motorola Responsibilities

- Configure Smart Dock(s) for connectivity to Motorola's Cloud Evidence Management System.



- Verifying the SVX Smart Dock(s) are connected to Motorola's Cloud Evidence Management System through the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Smart Dock(s), and the Customer's network is operational.
- Verify all slots in each Smart Dock are functional.
- Provide documentation on how to pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure Near-Field Communications (NFC).

### **Customer Responsibilities**

- Select physical location(s) for Smart Dock(s).
- Provide network information (IP address, gateway, DNS, and subnet mask) to Motorola for each Smart Dock(s).
- Enable Bluetooth, Bluetooth Tones, and Secure NFC Touch Pairing on Motorola APX NEXT and/or APX N70 radio(s).
- Motorola recommends "Power Down Standby Mode (hrs) = 1" to allow the SVX Bluetooth connection to quickly reconnect after power up within the 1-hour timeframe.
- Pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure NFC.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

### **SVX Configuration as a Body Camera (if applicable)**

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Smart Dock(s) will be utilized to configure each SVX as a body camera.

### **Motorola Responsibilities**

- Configure SVX(s) within Motorola's Cloud Evidence Management System.
- Check out SVX(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased SVX(s).
- Provide a demonstration of client software.

### **Customer Responsibilities**

- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.
- The Customer will verify whether the Smart Docks(s) are connected to their network.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for the remainder of purchased SVX(s).

### **V700 Body Camera Configuration (if applicable)**

The Transfer Station(s) will be utilized to configure each V700 body camera according to the Business Process Review. In order for this process to be successfully completed, each Transfer Station must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

### **Motorola Responsibilities**

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.



- Configure body camera(s) within the digital evidence management system.
- Check out body camera(s) and create a test recording.
- Verify video and audio upload to Motorola’s Cloud Evidence Management System for up to 25% of purchased V700(s).
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

**Customer Responsibilities**

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

**In-Car Video System Configuration (if applicable)**

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer’s digital evidence management system. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

The Customer vehicles must be available for the FE to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed.

If the Customer requires the FE to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. The following table shows the number of ICVs an FE is contractually obligated to configure and test based on the number of ICVs purchased.

**Table 1: Number of Contractual ICV Configurations**

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30



Number of ICV Purchased	Number of ICV to Test
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

### Motorola Responsibilities

- Setup ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- The FE will verify whether the AP(s) are properly installed and connected to the network for in-car video system WiFi upload (if applicable).
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

### Motorola-Certified Installer Responsibilities (if applicable)

These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

- Complete the installation of ICV hardware in Customer provided vehicles.
- Complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- Install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Installation of Access Point(s) (APs) if provided by Motorola for in-car video system WiFi upload (if applicable).

### Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).

### Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.



NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles.

### **M500 Automatic License Plate Recognition (ALPR) Configuration (if applicable)**

This section highlights the responsibilities of Motorola and the Customer when an M500 in-car video system interfaces with the VehicleManager database.

#### **Motorola Responsibilities**

- Create a Customer account in the VehicleManager system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the VehicleManager Quickstart Guide.
- Provide Mobile ALPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

#### **Customer Responsibilities**

- Identify the Agency Manager.
- Register to receive access to Hotlists.

### **Interview Recording System Configuration (if applicable)**

When installation services are included as part of the contract, the Motorola-certified installer will complete the installation of the Interview Recording System(s) within the Customer-provided location(s).

The Customer location(s) must be available for the Motorola Resource and/or contracted third party to complete the configuration and testing of the contractual number of systems. If the Customer does not have all locations available during the agreed upon date and time, the Customer may opt to sign-off on the number of configurations completed. If the Customer requires the Motorola Resource and/or contracted third party to complete the full contractual number of systems at a later date and time, additional cost may be incurred.

#### **Motorola Responsibilities**

- Create configuration USB used to complete hardware configuration and validation.
- Conduct configuration and testing of system(s).
- Complete configuration on a single system, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining configurations.
- Complete remaining contracted system configurations.
- Test a subset of completed hardware configurations.
- When installation services for Motorola-certified installer are in the contract, complete the installation of the Interview Recording System (if applicable).



**Customer Responsibilities**

- When installation services are being provided by the Customer, complete the installation of the Interview Recording System (if applicable).
- Provide Motorola with remote connection and access credentials to complete hardware configuration.
- Notify Motorola of the installation location.
- Coordinate and schedule date and time for hardware configuration(s).
- Make hardware available to Motorola for configuration and testing in accordance with the Project Schedule.

**Motorola Deliverables**

- Complete the Deployment Checklist and testing as it applies to the proposed solution.

**SOFTWARE AND CONFIGURATION****CommandCentral DEMS (if applicable)**

CommandCentral DEMS software is a cloud solution that does not require an onsite server. Section 3.2 does not apply to existing Motorola customers using VideoManager EL Cloud.

**Motorola Responsibilities**

- Use information provided in BPR Workbook to configure CommandCentral DEMS software.
- Based on Customer feedback, perform the following activities:
  - Create users, groups, and setup permissions.
  - Create event categories.
  - Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral DEMS.
- Ensure training POC can access the system.

**Customer Responsibilities**

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral DEMS provisioning.
- Respond to Motorola's inquiries regarding users, groups, and agency mapping to CommandCentral DEMS.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer's firewall and reaches end-user workstations.

**DATA MIGRATION SERVICES (IF APPLICABLE\*)**

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer's Non-Motorola Digital Evidence Management System to Motorola's cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. \*Data Migration Services may be subject to additional fees.



**Motorola Responsibilities**

- Receive access to Customer video data.
- Perform contracted data migration and validation.

**Customer Responsibilities**

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

**Completion Criteria**

- A migrated dataset as defined in the Contract.

**Motorola On-Premises Evidence Management System (if applicable)**

Motorola supports data migration of digital assets and associated metadata from our on-premises evidence management systems, Evidence Library 4 and VideoManager EL On-Prem (formally known as Evidence Library 5), to Motorola's cloud solution.

**Motorola Responsibilities**

- Verify compatible platform(s) and upgrade if applicable

**Customer Responsibilities**

- Provide internet connectivity from on-premises server to destination resources

**Non-Motorola Evidence Management System (if applicable)**

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.

**Motorola Responsibilities**

- Facilitate the method of obtaining and consuming the data
- Review data in the Motorola systems with the customer

**Customer Responsibilities**

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premises server to destination resources, if applicable.
- Provide API connection to the source, if applicable
- Provide data and metadata information in a readable and consumable format
- Assist with mapping metadata information into Motorola system

**INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)**

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system.



Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

### **Motorola Responsibilities**

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

### **Customer Responsibilities**

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

#### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

#### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

### ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.



**Motorola Responsibilities**

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

**Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.



## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

### Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



## ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola's Cloud Evidence Management System must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
  - If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for SVX when used as a body camera:
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying their own Access Point for ICV WiFi upload, it must be 5 GHz 802.11n compatible.





## POLICE DEPARTMENT

**To: Mayor and Town Council**

**From: Ken Myers, Interim Police Chief**

**Through: Mario Canizares, Town Manager**

**Re: FY 2026 Taser Consolidation**

**Town Council Meeting – May 19, 2026**

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

**Agenda Item:**

Consider and act upon approving the purchase of tasers and associated supplies for the Prosper Police Department from Axon Enterprise, Inc., utilizing BuyBoard Contract #743-24 for \$286,808.28.

**Description of Agenda Item:**

This item is being presented during the Fiscal Year 2025–2026 budget cycle to replace legacy Taser devices and consolidate four existing contracts into a single agreement. Consolidation will allow the Prosper Police Department to standardize one Taser model and manage the annual contract more efficiently.

**Budget Impact:**

The total cost of the Tasers and associated supplies is \$286,808.28, to be paid over five years. Funding will be provided through the Police Department’s Tools and Equipment, Patrol Account (12022011-54000).

**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. Axon Quote

**Town Staff Recommendation:**

Town Staff recommend the Town Council approve the purchase of tasers and associated supplies for the Prosper Police Department from Axon Enterprise, Inc., utilizing BuyBoard Contract #743-24 for \$286,808.28.

**Proposed Motion:**

I move to approve the purchase of tasers and associated supplies for the Prosper Police Department from Axon Enterprise, Inc., utilizing BuyBoard Contract #743-24 for \$286,808.28.



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic:(800) 978-2737  
 International: +1.800.978.2737

Q-838994- Item 15.

Issued: 04/29/2026

➔ Quote Expiration: 07/31/2026

Estimated Contract Start Date: 08/01/2026

Account Number: 129367  
 Payment Terms: N30  
 Mode of Delivery: AUTO-GND  
 Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Prosper Police Dept. - TX 801 Safety Way Prosper, TX 75078-9948 USA	Prosper Police Dept. - TX PO Box 307 Prosper TX 75078-0307 USA Email: barrett_morris@prospertx.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Bobby Clardy Phone: 4807404134 Email: bclardy@axon.com Fax:	Barrett Morris Phone: 972) 569-1024 Email: bmorris@prospertx.gov Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$286,808.28</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$286,808.28</b>

**Discount Summary**

Average Savings Per Year	\$11,324.31
<b>TOTAL SAVINGS</b>	<b>\$56,621.56</b>

### Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	\$13,549.14	\$0.00	\$13,549.14
Aug 2026	\$2,964.42	\$0.00	\$2,964.42
Oct 2026	\$30,237.61	\$0.00	\$30,237.61
Oct 2027	\$59,051.48	\$0.00	\$59,051.48
Oct 2028	\$59,051.48	\$0.00	\$59,051.48
Oct 2029	\$60,335.21	\$0.00	\$60,335.21
Oct 2030	\$61,618.94	\$0.00	\$61,618.94
<b>Total</b>	<b>\$286,808.28</b>	<b>\$0.00</b>	<b>\$286,808.28</b>

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$343	Item 15.
<b>\$275,872.00</b>	
<b>\$286,808.28</b>	

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$1,116.40)	(\$1,116.40)	\$0.00	(\$1,116.40)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$28,214.68	\$28,214.68	\$0.00	\$28,214.68
C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	60	\$113.51	\$90.99	\$86.57	\$259,710.00	\$0.00	\$259,710.00
<b>A la Carte Services</b>									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,900.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$286,808.28</b>	<b>\$0.00</b>	<b>\$286,808.28</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	2	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	2	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	50	2	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	750	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	7	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	43	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	2	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	5	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	50	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	102186	AXON TASER 10 - COMMAND BOX	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	50	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	07/01/2026

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	07/01/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	07/01/2028
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	2	1	01/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	01/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	07/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	07/01/2030

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	50	08/01/2026	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	50	08/01/2026	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	50	08/01/2026	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2026	07/31/2031

**Services**

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	50
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	50
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	2	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	50	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	2	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	50	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2027	07/31/2031

## Shipping Locations

Item 15.

Location Number	Street	City	State	Zip	Country
1	801 Safety Way	Prosper	TX	75078-9948	USA
2	801 Safety Way	Prosper	TX	75078-9948	USA

## Payment Details

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100552	TRANSFER BALANCE - GOODS	1	\$14,107.34	\$0.00	\$14,107.34
Annual Payment 1	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$558.20)	\$0.00	(\$558.20)
<b>Total</b>				<b>\$13,549.14</b>	<b>\$0.00</b>	<b>\$13,549.14</b>

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$2,964.42	\$0.00	\$2,964.42
<b>Total</b>				<b>\$2,964.42</b>	<b>\$0.00</b>	<b>\$2,964.42</b>

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$16,688.47	\$0.00	\$16,688.47
Annual Payment 2	100552	TRANSFER BALANCE - GOODS	1	\$14,107.34	\$0.00	\$14,107.34
Annual Payment 2	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$558.20)	\$0.00	(\$558.20)
<b>Total</b>				<b>\$30,237.61</b>	<b>\$0.00</b>	<b>\$30,237.61</b>

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$59,051.48	\$0.00	\$59,051.48
<b>Total</b>				<b>\$59,051.48</b>	<b>\$0.00</b>	<b>\$59,051.48</b>

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$59,051.48	\$0.00	\$59,051.48
<b>Total</b>				<b>\$59,051.48</b>	<b>\$0.00</b>	<b>\$59,051.48</b>

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$60,335.21	\$0.00	\$60,335.21
<b>Total</b>				<b>\$60,335.21</b>	<b>\$0.00</b>	<b>\$60,335.21</b>

Oct 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$61,618.94	\$0.00	\$61,618.94
<b>Total</b>				<b>\$61,618.94</b>	<b>\$0.00</b>	<b>\$61,618.94</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-346583, Q-370322, Q-426836, Q-480207,

Agency is terminating those contracts effective 8/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$27,098.28

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Shipment Timing Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

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Refresh Shipment Timing Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

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Rewrite Estimates Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

### **Rewrite Estimates**

**Estimated Amounts and Contract Terminations.** Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

### **Refresh Shipment Timing**

**Technology Assurance Plan (TAP) Refresh Prior to Renewal.** For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

**Shipment Timing**

**Shipment Variance.** Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

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Signature

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Date Signed

4/29/2026







**ENGINEERING  
SERVICES**

**To: Mayor and Town Council**

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

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

**Re: Safe Streets and Roads for All (SS4A) Grant Program Application**

**Town Council Meeting – May 19, 2026**

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

**Agenda Item:**

Consider and act upon a Resolution authorizing the Town Manager, and/or his/her designee, to apply for the Safe Streets and Roads for All (SS4A) Grant Program.

**Description of Agenda Item:**

The U.S. Department of Transportation is accepting applications for the Safe Streets and Roads for All (SS4A) grant program. Applications are due May 26, 2026, for the FY 2026 grant program to be awarded on a competitive basis to support planning, infrastructural, behavioral, and operational initiatives to prevent death and serious injury on roads and streets for all users. This includes pedestrians, bicyclists, motorists and commercial vehicle operators.

The Town's application will be for the development of an Action Plan, which is a formal study that focuses on collecting data points to identify areas of safety concerns on roads and streets that the Town maintains. The aim of the Action Plan is to reduce and eliminate serious-injury and fatal crashes affecting all roadway users. Once the Action Plan is completed, having it will allow the Town to seek out future grant funding opportunities to implement the recommendations from the Action Plan.

**Budget Impact:**

The average award of the grant is approximately \$300,000, and the Town is required to provide a 20% match (\$60,000). If awarded, the recommendation would be to fund the match from the Traffic Improvements Project fund.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution

**Town Staff Recommendation:**

Town Staff recommends the Town Council approve a Resolution authorizing the Town Manager, and/or his/her designee, to apply for the Safe Streets and Roads for All (SS4A) Grant Program.

**Proposed Motion:**

I move to approve a Resolution authorizing the Town Manager, and/or his/her designee, to apply for the Safe Streets and Roads for All (SS4A) Grant Program.

**TOWN OF PROSPER, TEXAS**

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Prosper finds it in the best interests of the citizens of the Town of Prosper ("Town") that the Town submit a grant application for the Safe Streets and Roads for All (SS4A) Grant Program to be funded by the Infrastructure Investments and Jobs Act for the 2026 fiscal year; and

**WHEREAS**, this grant program will assist this jurisdiction with the creation of an Action Plan to identify areas of safety concerns on roads and streets that the Town maintains; and

**WHEREAS**, the Town agrees to provide applicable matching funds for said project as required by the Safe Streets and Roads for all (SS4A) grant application; and

**WHEREAS**, the Town agrees that in the event of the loss or misuse of the grant funds, the Town agrees and assures that the funds will be returned to the U.S. Department of Transportation in full; and

**WHEREAS**, the Town designates the Budget Officer & Grants Administrator, Colin Ashby or successor as the Authorized Official to apply for, accept, reject, alter, or terminate the grant application for the Safe Streets and Roads for all (SS4A) Grant Program and all other necessary documents to accept said grant on behalf of the Town; and

**WHEREAS**, the Town designates Hulon Webb, Director of Engineering Services is designated as the Program Director and Marcus Northcutt is designated as the Financial Officer for this grant.

**NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

**SECTION 2**

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the Safe Streets and Roads for all (SS4A) Grant Program.

**SECTION 3**

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF \_\_\_ TO \_\_\_ ON THIS THE 19TH DAY OF MAY 2026.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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



## FIRE DEPARTMENT

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Mario Canizares, Town Manager**

**Re: NAFECO Bunker Gear Purchase**

**Town Council Meeting – May 19, 2026**

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

**Agenda Item:**

Consider and act upon the purchase of bunker gear and protective clothing from North American Fire Equip. inc. DBA NAFECO, through BuyBoard Contract 798-26, in the amount of \$67,165.60. (SB)

**Description of Agenda Item:**

This purchase provides a second set of bunker gear for firefighters to meet the new NFPA 1850 Standard which has been adopted and is being enforced by the Texas Commission on Fire Protection.

**Budget Impact:**

The cost for bunker gear and protective clothing is \$67,165.60. This expenditure will be funded from Account No. 13030010-54200.

**Attached Documents:**

1. Quotation NAFECO
2. Buyboard Contract #798-26

**Town Staff Recommendation:**

Town Staff recommends the Town Council approve the purchase of bunker gear and protective clothing from North American Fire Equip. inc. DBA NAFECO, through BuyBoard Contract #798-26, in the amount of \$67,165.60.

**Proposed Motion:**

I move to approve the purchase of bunker gear and protective clothing from North American Fire Equip. inc. DBA NAFECO, through BuyBoard Contract #798-26, in the amount of \$67,165.60..



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

**Quotation** Item 17.  
 Q752604223 TTS1

**Date:** 2026-04-22  
**Expires:** 2026-05-22  
**FOB:**

Customer Number: PRO074  
 Customer Information: PROSPER FIRE DEPARTMENT  
 Address: ATTN: SCOTT DILIBERTO  
 1500 E. FIRST STREET  
 PH: 214-799-6610  
 PROSPER, TX 75078  
  
 Attention: SCOTT DILIBERTO  
 Phone: 972-347-2424  
 Email: sdiliberto@prospertx.gov  
 Prepared By: Carter Smith

Qty	Item #	Description	Each	Total
16	CVFM/F	Lion V-Force Coat, K7 Vented, Armor AP Gold Firefighter with Yellow Lettering and Trim	\$2,424.60	\$38,793.60
16	PVFM/F	Lion V-Force Pants, K7 Traditional, Armor AP Gold Firefighter with Yellow Lettering and Trim. Suspenders Included	\$1,773.25	\$28,372.00
1	BUYBOARD	Contract 798-26	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$67,165.60</b>
			<b>Freight</b>	<b>TBD</b>
			<b>Total</b>	<b>\$67,165.60</b>

*tax & freight to be determined*

**Notes:** Lion V- Force PSGQ10624-S

**P.O. #** 26201008

## Thank you for your business!

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

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

**Visit Us On The Internet At: [nafeco.com](http://nafeco.com)**

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



Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Noble Texas Builders(M)(E)(I)(T)	108 South Main Street	La Feria	TX	78559	12/1/2021	11/30/2026	Regional Job Order Contracting (Gordian eziQC) 660-21
Noble Texas Builders(M)(E)(I)(T)	108 South Main Street	La Feria	TX	78559	4/1/2024	3/31/2029	Job Order Contracting (RSMMeans) 728-24
Norcostco, Inc.(E)(I)(T)	1231 Wycliff Avenue, Suite 300	Dallas	TX	75207	12/1/2024	11/30/2027	Stage and Theater Curtains, Lighting, Sound Systems, and Supplies 752-24
NoRedInk Corp.(E)(I)(T)	440 N Barranca Ave #2427	Covina	CA	91723	11/1/2024	10/31/2027	Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology 748-24
Nortex Concrete Lift and Stabilization Inc.(E)(I)(T)	201 NW 26th St	Fort Worth	TX	76164	12/1/2025	11/30/2028	Construction, Road and Bridge, and Other Related Equipment 788-25
North America Fire Equipment Co., Inc. dba NAFECO(E)(I)(T)	PO Box 2928	Decatur	AL	35602	7/1/2025	6/30/2028	Uniforms and Accessories 773-25
North America Fire Equipment Co., Inc. dba NAFECO(E)(I)(T)	PO Box 2928	Decatur	AL	35602	4/1/2026	3/31/2029	Public Safety and Firehouse Supplies and Equipment 798-26
North American Rescue Holdings, LLC dba North American Rescue, LLC (E)(I)(T)	35 Tedwall Ct.	Greer	SC	29650	4/1/2026	3/31/2029	Public Safety and Firehouse Supplies and Equipment 798-26
North American Rescue LLC(E)(I)(T)	35 Tedwall Court	Greer	SC	29650	6/1/2023	5/31/2026	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment 704-23
North Houston Athletics, LLC(E)(I)(T)	33318 Coe Ln	Magnolia	TX	77354	7/1/2025	6/30/2028	Awards, Trophies, and Personal Recognition Products 771-25
North Texas Trailers Llc dba North Texas Trailers(E)(I)(T)	955 E State Highway 121	Lewisville	TX	75057	12/1/2025	11/30/2028	Trailers, Optional Equipment, Parts and Maintenance Repair Service 787-25
North Texas Winwater Co(E)(I)(T)	1010 Industrial Way Dr	Anna	TX	75409	12/1/2024	11/30/2027	Building Maintenance, Repair, and Operations (MRO) Products and Supplies 756-24
NorthStar AV LLC dba NSAV Inc(E)(I)(T)	429 W Main St	Patchogue	NY	11772	2/1/2025	1/31/2028	Technology: Hardware Equipment and Products 760-25
Nouveau Emerging Solutions, LLC(E)(I)(T)	7750 N MacArthur Blvd.	Irving	TX	75063	6/1/2024	5/31/2027	Audio Visual Equipment and Supplies 739-24
NSEC LLC dba National Stage Equipment Company(M)(E)(I)(T)	3854 Old Lorena Road	Lorena	TX	76655	12/1/2024	11/30/2027	Stage and Theater Curtains, Lighting, Sound Systems, and Supplies 752-24

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs



# PARKS AND RECREATION

**To: Mayor and Town Council**

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

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

**Re: Park Improvement Fee Agreement for Toll Southwest LLC, for the Legacy Gardens – Phases 3 and 4**

**Town Council Meeting – May 19, 2026**

**Strategic Visioning Priority: Provide Excellent Municipal Services  
Accelerate Infrastructure Delivery**

**Agenda Item:**

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Toll Southwest LLC, for Legacy Gardens – Phases 3 and 4.

**Description of Agenda Item:**

By Town Ordinance, developers in Prosper are assessed park improvement fees and park dedication fees for residential development. These park fees are used to acquire land and build parks, park amenities, and hike and bike trails. The grandfathered park improvement fee structure is \$1,500 per single-family residential unit, and the number of lots divided by 35 or 5% of the development area which yields acreage for land dedication or a fee in lieu of the land dedication based on the land value.

The developer of Legacy Gardens – Phases 3 and 4 is requesting consideration of an Agreement to:

- (1) Receive credits to the park improvement fees in exchange for constructing trail throughout their development.
- (2) Receive Park Dedication fees credit for .497 acres of land dedicated adjacent to Creekside Park.

Item No.	Description	Amount
P-1	TOTAL PARK FEE IN LIEU	\$ 1,351,537.77
P-2	TOTAL EXPECTED PARK IMPROVEMENT FEES	\$ 405,000.00
P-3	FULL REIMBURSEMENT & REIMBURSABLE UPSIZED TRAIL COSTS	\$ (535,933.75)
P-4	ESTIMATED PARK FEE IN LIEU TO BE REIMBURSED IN EXCESS OF THE HOPE TRAIL ESCROW	\$ (35,269.50)
<b>TOWN-RETAINED PARK FEES</b>		<b>\$ 1,185,334.52</b>

The Parks and Recreation Board will review and make a recommendation at their meeting on May 13, 2026. The Town Council previously reviewed this item at their March 10, 2026, work session.

**Budget Impact:**

- Park improvement fees credited – 270 lots @ \$1,500 = \$405,000.00
- Park Dedication fees credited – 270 lots / 35 = 7.714 acres @ \$187,271.41 / acres (per DCAD) = \$1,445,611.66. This amount is greater than 5% of the development area (136.897 acres) totaling 6.845 acres.
- Parkland dedication of .497 acres subtracted from 7.714 acres owed = 7.217 acres @ \$187,271.41 / acres = \$1,351,537.77

**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 Legacy Gardens – Phases 3 and 4
2. Town Attorney approval email

**Town Staff Recommendation:**

Town Staff recommend the Town Council approve a Park Improvement Fee Agreement between the Town of Prosper and Toll Southwest LLC, for Legacy Gardens – Phases 3 and 4.

**Proposed Motion:**

I move to approve a Park Improvement Fee Agreement between the Town of Prosper and Toll Southwest LLC, for Legacy Gardens – Phases 3 and 4.

**PARK FEES AGREEMENT**  
(LEGACY GARDENS – PHASES 3 AND 4)

**THIS PARK FEES AGREEMENT (LEGACY GARDENS – PHASES 3 AND 4)** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **TOWN OF PROSPER, TEXAS** (“Prosper” or the “Town”), and **TOLL SOUTHWEST LLC**, a Delaware limited liability company (“Developer”), collectively referred to as the “Parties” and each individually as a “Party”.

**WITNESSETH:**

**WHEREAS**, Developer is developing Phase 3 and Phase 4 of a residential development on certain Property (defined herein) in the Town, known as “Legacy Gardens, Phases 3 and 4” (“Project”) which development previously has been approved by the Town; and

**WHEREAS**, pursuant to the Parks, Recreation, and Open Space Master Plan (the “Park Plan”), Developer desires, subject to the terms and conditions set forth herein, to construct certain Project Trail Improvements (as defined in Subparagraph 3(a), below) to serve the Property (hereinafter defined) and may construct certain additional trail improvements further described herein; and

**WHEREAS**, the Town has requested that Developer dedicate approximately 0.497 acres to the Town for park and recreation purposes, which land is more particularly described and depicted on **Exhibit A-3** attached hereto and incorporated herein by reference for all purposes (the “Park Property”); and

**WHEREAS**, Developer wishes to dedicate the Park Property to the Town subject to the terms hereof; and

**WHEREAS**, the Town has agreed to accept and own the Park Property and perpetually maintain the Park Property, as further described herein; and

**WHEREAS**, the Town and Developer agree that the Park Property benefits residents of the Project as well as residents of the Town, as a whole; and

**WHEREAS**, Developer desires to fulfill its remaining Park Dedication (defined herein) obligations through payment of the Park Fee In Lieu (defined herein) and its Park Improvement Fee (defined herein) obligations required by Section 10.03.150, Article 10.03 of Chapter 10 of the Town’s Code of Ordinances, as now existing or as may hereafter be amended (the “Park Ordinance”), associated with the development of the Property as further detailed in Paragraph 2 herein; and

**WHEREAS**, in an effort to facilitate the conveyance of the Park Property and the construction of certain trail improvements, the Parties have agreed to the terms and provisions of this Agreement; and

**WHEREAS**, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of trail improvements for the Project proceed as is further described herein; and

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Land Subject to Agreement.** The land that is subject to this Agreement is that certain real property in the Town of Prosper more particularly described on **Exhibit A-1** attached hereto and incorporated herein by reference for all purposes and depicted on **Exhibit A-2** attached hereto and incorporated herein by reference for all purposes (the "Property").

2. **Park Property Conveyance and Dedication; Assessments.**

(a) **Park Property Conveyance and Dedication.** Developer shall, at its sole cost and expense, dedicate and convey the Park Property to the Town by separate instrument prior to final inspection approval for the first residential home within the Project (excluding any model homes). The Town shall receive fee simple title to the Park Property. For the avoidance of doubt, conveyance and dedication of the Park Property will not be required as a condition to approval or recording of the final plat or issuance of building permits for development within the Property.

(b) **Assessments.** Subject to the provisions of this Agreement, including this Subparagraph 2(b), the Property shall be assessed (i) park improvement fees in the amount of \$1,500 per single family lot, with such assessed fee to be adjusted based on the actual number of residential lots as shown on the final, recorded plat(s) for the Property (the "Park Improvement Fee"); and (ii) a payment of money in lieu of conveying land for the development of park facilities, including trails and certain sidewalks, required under the Park Ordinance ("Park Dedication") in the amount of One Million Three Hundred Fifty-One Thousand Five Hundred Thirty-Seven and 77/100 Dollars (\$1,351,537.77) ("Park Fee In Lieu", and collectively with the Park Improvement Fee, the "Park Fees"). Based on the current lot count for the Project of 270 lots, the Parties estimate that the Park Improvement Fee will be Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00). The calculation for the Park Fee In Lieu is detailed below. For clarification purposes, the calculation of the Park Fee In Lieu factors in (i.e., subtracts) the amount of Park Dedication that will be provided via dedication of the Park Property, as detailed below.

- (i) Legacy Gardens Phases 3 & 4 – 270 lots @ 1 acre per 35 lots = 7.714 acres less 0.497 acres Park Property to be dedicated to the Town = 7.217 acres. Land valuation of \$187,271.41/ acre per Denton Central Appraisal District valuation. Fee in lieu of = \$1,351,537.77.

The Town agrees that dedication of the Park Property plus the Park Fee In Lieu as calculated herein shall fully satisfy all requirements for Park Dedication or payment of a fee in lieu thereof under the Park Ordinance and no further Park Dedication, any further amount of fee in lieu (in excess of the Park Fee In Lieu set forth herein) or any further amount of park fees shall be required for development of the Property other than as expressly set forth herein. The Town's Director of Parks and Recreation agrees to the determination of the amount of the Park Fees as set forth herein. Payment of the Park Fees shall be made prior to filing of a final plat(s) or replat(s) for the Property, subject to credit and/or reimbursement as provided in Paragraph 6 herein.

### 3. **Project Trail Improvements.**

(a) As a condition to receipt of the Park Fees Credit & Reimbursement (as hereinafter defined) and subject to Force Majeure and receipt of any Third-Party Rights-of-Way and/or Easements, Developer shall, at its sole cost and expense, except as provided in Paragraph 6 below, construct and install or cause the construction and installation of (i) approximately 8,328 linear feet of 10-foot-wide meandering concrete trail; (ii) approximately 1,044 linear feet of 12-foot-wide meandering concrete trail; (iii) approximately 72 linear feet of 8-foot trail stubs; (iv) and approximately 4,398 linear feet of 6-foot-wide sidewalk, each in the locations generally depicted on **Exhibit B-1** and **Exhibit B-2** attached hereto and incorporated herein for all purposes (collectively, the "Project Trail Improvements"). Developer shall not be required to fund or provide any trails or other park facilities for the Project in addition to or beyond the scope of the Project Trail Improvements described herein. Developer may complete or cause the completion of the Project Trail Improvements after recording of the final plat(s) for the Property (subject to Subparagraph 3(d)).

(b) Developer shall construct each portion of the Project Trail Improvements in accordance with this Agreement and otherwise in accordance with Town-approved engineering plans, specifications and designs. The description of the Project Trail Improvements in Subparagraph 3(a) and/or location(s) of such improvements shown on **Exhibit B-1** and **Exhibit B-2** may be modified by the engineering plans for the Project Trail Improvements as the design is further refined, and minor modifications to such description herein and/or location shown on **Exhibit B-1** and **Exhibit B-2** may be approved by the Town's Director of Parks and Recreation without requiring an amendment of this Agreement. Notwithstanding the foregoing, in no event shall Developer be required to construct any additional trail improvements or facilities within or related to the Project in excess of the scope of the Project Trail Improvements as described herein.

(c) Notwithstanding anything to the contrary set forth herein or in applicable Town ordinances, rules or regulations, the Town agrees that if, in connection with construction of the Project Trail Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for construction of the Project Trail Improvements, Developer may not be required to comply with any applicable tree mitigation requirements. Developer must inform the Town of any tree removal that does not comply with any applicable tree mitigation requirements.

(d) The Town agrees that the construction and/or completion of the Project Trail Improvements may occur after the approval and recordation of the final plat(s) related to such (the "Postponed Improvements") at the election of the Developer; provided that, as permitted under Section 10.03.116 of Ch. 10, Subdivision Regulations, Article 10.03 Subdivision Ordinances, Division 5 Construction Plan and Procedures of the Code of Ordinances, Town of Prosper, Texas ("Town's Code of Ordinances") ("Section 10.03.116"), in the event of the existence of Postponed Improvements, the Developer shall provide security at the time of the recording of the applicable final plat(s) for the completion of such Postponed Improvements in accordance with the requirements of Section 10.03.116. Upon the issuance of the applicable security in accordance with this subparagraph, the Town will approve and record the final plat(s) related to the applicable Postponed Improvement(s). In no event shall the existence of any Postponed Improvement(s) result in a delay in the issuance of permits, approving and/or recording a plat, or a delay in other requisite approvals so long as the Developer has provided the above-referenced security. For the avoidance of doubt, Developer will not be required to provide a security for the Hope Trail Improvements (hereinafter defined) regardless of whether or not such improvements are completed prior to or after recording of a final plat for the Property (i.e., the Hope Trail Improvements will not be tied to any plat or approval of permits for the Property).

#### 4. Hope Trail Improvements.

(a) Prior to the date hereof, Hope Fellowship Ministries, Hope Fellowship Church or an affiliate (the "Hope Party"), as the owner (or on behalf of the owner) of certain real property adjacent to the Property, escrowed funds with the Town (the "Hope Escrow") as security for the construction and completion of certain trail improvements (the "Hope Trails") within the area generally depicted as a 20' Trail Easement (the "Existing Hope Trail Easement") on that certain Final Plat of Hope Fellowship Addition, Lot 1, Block A, recorded as Instrument No. 2023010000338 on August 9, 2023 in the Plat Records of Collin County, Texas (the "Hope Plat"). As of the date hereof, the Town confirms that Forty-Eight Thousand Forty-Eight and 00/100 Dollars (\$48,048.00) remain in the Hope Escrow (the "Hope Escrow Funds"). The Developer shall have the right, in its sole discretion, to elect to construct certain trail improvements within Lot 1, Block A of the Hope Plat (the "Hope Property"), which trail improvements consist of approximately 805 linear feet of 12-foot-wide meandering concrete trail proposed to be located as generally depicted as the "Hope Fellowship Trail Portion" on **Exhibit C** or as such location may be modified as provided herein (subject to any modifications as described herein, the "Hope Trail Improvements"). If Developer elects to construct the Hope Trail Improvements, the Project Trail Improvements and Hope Trail Improvements will be collectively be referred to herein as the "Trail Improvements"; and, if Developer does not elect to construct the Hope Trail Improvements, the term "Trail Improvements" will exclude the Hope Trail Improvements and shall be synonymous with the term Project Trail Improvements. By way of clarification, Developer is not obligated to construct the Hope Trail Improvements and it shall not be a default hereunder or a condition to any development approval for the Property if Developer does not construct the Hope Trail Improvements, or any portion thereof for any reason; however, if Developer does not construct the Hope Trail Improvements, Developer will not be eligible for credit or reimbursement for the Hope

Trail Improvements. If Developer only constructs a portion of the Hope Trail Improvements, then Developer will only be eligible for credit or reimbursement for the portion of the Hope Trail Improvements that Developer constructs. For clarification purposes, the location for the Hope Trail Improvements proposed by Developer on **Exhibit C** is located within a portion of the Existing Hope Trail Easement, but does not fully align with the Existing Hope Trail Easement, primarily due to Developer's effort to avoid damaging certain trees within the Hope Property that would be required if the trail remained within the Existing Hope Trail Easement. If Developer elects to construct the Hope Trail Improvements, the Parties either anticipate seeking to obtain a separate easement that would cover any portion of the Hope Trail Improvements as shown on **Exhibit C** that is not located within the Existing Hope Trail Easement or pursuing a potential amendment to the Hope Plat to revise the Existing Hope Trail Easement to the location of the Hope Trail Improvements as shown on **Exhibit C**. In the instance that Developer or the Town are not able to obtain an amendment of the Hope Plat or otherwise obtain the aforementioned easements, the Parties acknowledge that the Hope Trail Improvements may be located in an alternate location than the location shown on **Exhibit C**. Therefore, notwithstanding the location of the Hope Trail Improvements shown on **Exhibit C**, at Developer's election, Developer may alternatively choose to construct the Hope Trail Improvements (1) within the bounds of the Existing Hope Trail Easement without any further approval by the Town required; or (2) at another location within the Hope Property proposed by Developer, subject to approval of the Town's Director of Parks and Recreation and being able to obtain any necessary third-party easements.

(b) Notwithstanding anything to the contrary set forth herein or in applicable Town ordinances, rules or regulations, the Town agrees that if, in connection with construction of the Hope Trail Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for construction of the Hope Trail Improvements, Developer may not be required to comply with any applicable tree mitigation requirements. Developer must inform the Town of any tree removal that does not comply with any applicable tree mitigation requirements.

(c) The estimated construction costs for the Hope Trail Improvements are approximately Eighty-Three Thousand Three Hundred Seventeen and 50/100 Dollars (\$83,317.50), as more particularly described in **Exhibit D-2**, attached hereto and incorporated herein for all purposes (the "Estimated Hope Trail Improvements Construction Costs"). As such, if Developer elects to construct the entirety of the Hope Trail Improvements, an amount equal to the entirety of the Hope Escrow Funds will be disbursed to Developer and any remaining Hope Trail Improvements construction costs (in excess of the Hope Escrow Funds) for the Hope Trail Improvements will be credited or reimbursed to Developer in accordance with Paragraph 6. Developer acknowledges and agrees that Town is relying on Developer's engineer's representation and warranty that the Estimated Hope Trail Improvements Construction Costs are as described in **Exhibit D-2**.

## 5. **Easements.**

(a) Prior to or substantially concurrent with the Town's acceptance of the Project Trail Improvements, Developer agrees to convey to the Town pedestrian access easements or sidewalk easements for the portions of the Project Trail Improvements within the bounds of the Property by plat or separate instrument in accordance with applicable Town subdivision ordinances.

(b) Project Third-Party Rights-of-Way and/or Easements. The Parties shall cooperate with each other in obtaining from third parties any and all rights-of-ways and/or easements needed for construction and completion of the Project Trail Improvements (or any portion(s) thereof), including, but not limited to, permanent rights-of-ways and/or easements located adjacent to the Project and located on real property owned by one or more third party(ies) and any requisite or desirable temporary construction easements related to the Project Trail Improvements (the "Project Third-Party Improvement Rights-of-Way and/or Easements" and "Project Third-Party Temporary Construction Easements," respectively), including without limitation such rights-of-way and/or easements for the area depicted on **Exhibit E**, attached hereto and incorporated herein for all purposes, which are necessary or appropriate for timely construction, completion and dedication of the Project Trail Improvements.

- (i) Developer's Responsibilities. Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Project Third-Party Improvement Rights-of-Way and/or Easements and Project Third-Party Temporary Construction Easements (collectively, the "Project Third-Party Rights-of-Way and/or Easements"), if any, including, but not limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioners' fees and costs of appeal, if any ("Rights-of-Way and/or Easement Acquisition Fees"); provided that all such costs shall be eligible for credit or reimbursement described in Paragraph 6 below. If requested by the Town, Developer shall, at its sole cost and expense (but subject to credit or reimbursement, as described below), lead all acquisition efforts for the Project Third-Party Rights-of-Way and/or Easements (subject to the Town's obligations in Subparagraph 5(e) herein), including, but not limited to, providing all necessary engineering and surveying support required to obtain the Project Third-Party Rights-of-Way and/or Easements as required for the Project Trail Improvements. Developer shall pay any and all Rights-of-Way and/or Easement Acquisition Fees within thirty (30) calendar days of receiving a written request and supporting invoice from the Town for the same.
- (ii) Town's Rights and Responsibilities. The Town will, at Developer's sole cost and expense (but subject to credit or reimbursement, as described below), provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Project Third-Party Rights-of-Way and/or Easements. The Town shall review and

approve any and all documents associated with the Project Third-Party Rights-of-Way and/or Easements required herein. If condemnation proceedings are necessary to secure the Project Third-Party Rights-of-Way and/or Easements, or any portion of such rights-of-way and/or easements (as further set forth in Subparagraph 5(e) below), the Town shall have the right to, at Developer's sole cost and expense (but subject to credit or reimbursement, as described below), take any and all steps the Town deems necessary to initiate said proceedings.

(c) Hope Trail Third-Party Rights-of-Way and/or Easements. If Developer elects to construct the Hope Trail Improvements, the Parties agree to cooperate with each other in obtaining from third parties any and all rights-of-ways and/or easements needed for construction and completion of the Hope Trail Improvements (or any portion(s) thereof), including, but not limited to, permanent rights-of-ways and/or easements located on real property owned by one or more third party(ies) and any requisite or desirable temporary construction easements related to the Hope Trail Improvements (the "Hope Trail Third-Party Improvement Rights-of-Way and/or Easements" and "Hope Trail Third-Party Temporary Construction Easements," respectively). Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Hope Trail Third-Party Improvement Rights-of-Way and/or Easements and Hope Trail Third-Party Temporary Construction Easements (collectively, the "Hope Trail Third-Party Rights-of-Way and/or Easements" and with the Project Third-Party Rights-of-Way and/or Easements, the "Third-Party Rights-of-Way and/or Easements"), if any, including, but not limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioners' fees and costs of appeal, if any related to the same; provided that all such costs shall be eligible for credit or reimbursement described in Paragraph 6 below.

(d) Any requisite Third-Party Right-of-Way and/or Easements shall be filed and recorded prior to the commencement of construction of the applicable portion(s) of the Trail Improvements that are or will be subject to a third party right-of-way or easement, if any (such portion(s) of the Trail Improvements, including the Hope Trail Improvements, the "Offsite Improvements"), unless a right of entry is secured, or a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date, in which event Developer may commence construction of the applicable Offsite Improvements prior to recording of any applicable Third-Party Right-of-Way and/or Easements. For the avoidance of doubt, any rights-of-way or easements to be dedicated or provided by the Developer (rather than a third-party) may be provided as part of the final plat(s) for the Property and are not required to be provided to the Town prior to commencement of construction of the Trail Improvements or any portion thereof.

(e) If the Project Third-Party Rights-of-Way and/or Easements are necessary for the full construction of the Project Trail Improvements and if the Third-Party Rights-of-Way and/or Easements (or any one or more of them) are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Parties, the land made the subject of the Project Third-Party Rights-of-Way and/or Easements (or any

portion thereof), within ninety (90) days after the Effective Date on terms acceptable to the Parties, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Project Third-Party Rights-of-Way and/or Easements as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may, in its sole discretion, initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Subparagraph 5(e). For the avoidance of doubt, if the Town fails to fulfill its obligations under this Subparagraph 5(e), Developer shall be released from all obligations related to the construction of the Offsite Improvements portion of the Project Trail Improvements, the definition of Project Trail Improvements hereunder shall exclude the Offsite Improvements and the rights of the Developer to the Park Fees Credit & Reimbursement (defined below) for the remaining Project Trail Improvements shall not be affected. By way of clarification, if Developer is not able to obtain any of the Hope Trail Third-Party Rights-of-Way and/or Easements, Developer may choose not to construct the Hope Trail Improvements (or applicable portion thereof), in its discretion, or may construct the Hope Trail Improvements in a different location as contemplated in Subparagraph 4(a) herein.

#### 6. Trail Improvements Credits & Reimbursement.

(a) Provided Developer completes or causes the completion of Trail Improvements in accordance with this Agreement, Developer shall receive credits against the Park Fees due for development within the Property ("Park Fee Credit") or reimbursements for any amount of the Park Fees already paid for development within the Property (the "Park Fee Reimbursement", and collectively with the Park Fee Credit, the "Park Fees Credit & Reimbursement") in a total amount equal to (i) the full amount of the actual construction costs associated with the Project Trail Improvements that will be reimbursed in full to Developer, shown on **Exhibit B-1**; (ii) the actual construction costs associated with the Project Trail Improvements shown on **Exhibit B-2** less the construction costs of a standard width sidewalk for each portion of such trail, as applicable, based on the Town's baseline design standard for the type of street each respective portion of trail is located along or adjacent to (as further described herein) (the "Trail Upsize Costs"); and (iii) the amount of the actual construction costs of the Hope Trail Improvements in excess of \$48,048.00 (which \$48,048.00 will be reimbursed to Developer via separate funds as provided in Subparagraph 6(b) below) ((i), (ii) and (iii) collectively, the "Credit/Reimbursement Amount"). For purposes of calculating the Trail Upsize Costs for subparagraph 6(a)(ii) herein, the Town's baseline design standard is that a standard width sidewalk is five feet (5') on residential streets and residential collector streets, and six feet (6') on major and minor thoroughfares (in this case specifically, interim major thoroughfare 4/6LD, minor thoroughfare 4LD, and major thoroughfare 6LD). The portions of the Project Trail Improvements located on a residential street versus residential collector street versus a major thoroughfare or minor thoroughfare are identified on **Exhibit B-2** herein.

**Exhibit D-1** herein shows how to calculate the Trail Upsize Costs based on the standard width sidewalk for each portion of such trails and an estimate of the combined total credit or reimbursement for subparagraphs 6(a)(i) and 6(a)(ii) herein. The estimates

shown on **Exhibit D-1** are for illustration purposes and shall not limit the Credit/Reimbursement Amount, which will be based on actual construction costs. The estimated total Project Trail Improvements construction costs are approximately One Million Ninety-One Thousand Four Hundred Seven and 50/100 Dollars (\$1,091,407.50), as more particularly described in **Exhibit D-1**, attached hereto and incorporated herein for all purposes. Out of the total estimate, the estimated amount of credit or reimbursement of Park Fees for the Project Trail Improvements construction costs (representing Subparagraphs 6(a)(i) and 6(a)(ii) herein) is approximately Five Hundred Thirty-Five Thousand Nine Hundred Thirty-Three and 75/100 Dollars (\$535,933.75), as more particularly described in **Exhibit D-1**, attached hereto and incorporated herein for all purposes (the “Estimated Reimbursable Project Trail Improvements Construction Costs”). The estimated amount of credit or reimbursement of Park Fees for the Hope Trail Improvements is Thirty-Five Thousand Two Hundred Sixty-Nine and 50/100 Dollars (\$35,269.50) (which represents the estimated amount of construction costs for the Hope Trail in excess of the Hope Escrow Funds).

By way of clarification, if the Trail Improvements are completed prior to collection of Park Fees, then Developer will receive the Park Fee Credit, and if the Trail Improvements are completed after collection of Park Fees, then Developer will receive the Park Fee Reimbursement. The Town will apply the Park Fee Credit or Park Fee Reimbursement, as applicable, to the Park Improvement Fee first. If the total Credit/Reimbursement Amount is greater than the Park Improvement Fee, then the Town shall apply the remaining Park Fee Credit or Park Fee Reimbursement, as applicable, to the Park Fee In Lieu. The Town will provide the Developer with the Park Fees Credit & Reimbursement within thirty (30) days following the date Developer has provided the Town with Evidence of Payments (hereinafter defined) evidencing any Trail Improvement Costs in accordance with Subparagraph 6(c) herein. For the avoidance of doubt, the Park Fees Credit & Reimbursement is not limited by the Estimated Reimbursable Project Trail Construction Costs and, if applicable, the Estimated Hope Trail Improvements Construction Costs, which are being provided for informational purposes. The phrase “construction costs” as used throughout this Agreement shall include design costs, construction costs (including but not limited to all costs for labor, supplies and materials), including without limitation costs for trail pavement and construction of any Barrier Free Ramps; engineering costs; surveying costs; costs for any easements (including without limitation the Third-Party Rights-of-Way and/or Easements); landscape architecture fees and costs; inspection fees; maintenance bonds; staking costs; geotechnical materials testing associated with the Trail Improvements or any portion thereof; and any other costs not listed herein but shown on **Exhibit D-1** and, as applicable, **Exhibit D-2**.

(b) Provided Developer completes or causes the completion of the Hope Trail Improvements, the Town shall provide Developer with a payment equal to the amount of the *actual* construction costs for the Hope Trail Improvements up to \$48,048.00, or a direct disbursement of the Hope Escrow Funds equal to the same amount (the “Escrow Disbursement”). The Town shall provide the Escrow Disbursement within thirty (30) days following the date Developer has provided the Town with the Evidence of Payments evidencing the Trail Improvement Costs attributable to the Hope Trail Improvements. For

the avoidance of doubt, any actual construction costs for the Hope Trail Improvements in excess of \$48,048.00 will be credited or reimbursed to Developer in accordance with Subparagraph 6(a) above. For illustrative purposes, please see the chart below for the allocation of funds for credit or reimbursement, as applicable, of the Hope Trail Improvements; provided that the Credit/ Reimbursement Amount is not limited by such estimate.

<i>Estimated</i> construction costs for the Hope Trail Improvements	\$83,317.50
Amount to be reimbursed from the Hope Escrow Funds	(\$48,048.00)
Amount <i>estimated</i> to be reimbursed as part of the Park Fees Credit & Reimbursement	(\$35,269.50)

(c) Prior to receiving any credit or reimbursement described in this Paragraph 6 or any applicable disbursement(s) of the Hope Escrow Funds, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the actual construction costs of the Trail Improvements that Developer is seeking credit or reimbursement for (the "Trail Improvement Costs") have been paid by or on behalf of Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town evidencing payment of construction costs (the "Evidence of Payment(s)").

(d) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TOWN SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE PARK FEES CREDIT & REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE TRAIL IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S) EVIDENCING THE TRAIL IMPROVEMENT COSTS IN ACCORDANCE WITH SUBPARAGRAPH 6(c) HEREIN.**

#### 7. Trail Improvements Maintenance Obligations.

(a) Upon completion of the Project Trail Improvements, Developer will dedicate the Project Trail Improvements to the Town and will dedicate pedestrian access easements or sidewalk easements for the Project Trail Improvements on the final plat(s) for the Property or via separate instrument. From and after completion of the Project Trail Improvements, or any portion thereof, the Town will be responsible for all maintenance, repair and operation of the Project Trail Improvements, including costs related thereto; provided that, except for any area within the Park Property (which will be the Town's maintenance responsibility in accordance with Paragraph 8 herein), the HOA (as defined below) will be responsible for maintaining the area *around* the trail, including mowing any grass in accordance with the applicable HOA governing documents. Developer will secure or shall cause its contractor to secure a maintenance bond that guarantees payment of the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Project Trail Improvements, arising

from defective workmanship or materials used therein, for a period of two (2) years from the date of the Town's acceptance of the Project Trail Improvements.

(b) If Developer elects to complete the Hope Trail Improvements, upon completion, the Town agrees to accept the Hope Trail Improvements and will be responsible for all maintenance, repair and operation of the Hope Trail Improvements, including costs related thereto.

8. **Town's Park Property Obligations.** From and after Developer's conveyance of the Park Property to the Town, the Town shall own the Park Property and will be responsible in perpetuity for all maintenance, repairs, upkeep, renovation, replacement and operation costs and expenses of the Park Property together with any improvements thereto (including without limitation landscaping). The Town will be responsible for any use of or activities occurring within the Park Property.

9. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part (from time to time without the consent of the Town, but upon written notice to the Town) including any obligation, right, title, or interest of Developer under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) any homeowners' association, property owners' association or similar entity applicable to the Property or any portion thereof (each an "HOA"); or (iii) any entity that is controlled by, controlling or under common control with Developer (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property (or portion thereof) that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Except for an assignment permitted by Subparagraphs 9(i), 9(ii) or 9(iii) above, Developer may not assign this Agreement without the Town's prior consent, which shall not be unreasonably withheld, conditioned or delayed. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land.

10. **Default.** Prior to the exercise of any remedy by the Town or Developer due to a default by either 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 forty-five (45) 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 forty-five (45) 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 forty-five (45) days and thereafter diligently proceeds to cure such default (the “Cure Period”). For the avoidance of doubt, a Party shall not be in default under this Agreement if, within the Cure Period, such Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding anything to the contrary, the Parties agree that if a Developer default is not cured within the Cure Period, the sole and exclusive remedy of the Town will be to terminate this Agreement. In the event Town fails to cure a default within the Cure Period, Developer may seek specific enforcement of this Agreement, terminate this Agreement or pursue any other remedies available at law or in equity. In the event this Agreement is terminated pursuant to this paragraph, 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.

11. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

12. **Limitations of Agreement.** The Parties hereto acknowledge that this Agreement is limited to the Park Fees as described in the Park Ordinance and this Agreement. Town ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, sewer impact fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Town under any other ordinance, whether now existing or in the future arising except as provided herein.

13. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas.

14. **Covenant Running with Land; Binding Agreement.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon the Parties and each Party’s respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, subject to Paragraph 9 herein. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.

15. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) 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; (ii) by electronic mail; (iii) by delivering the same in person to such Party via a hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as Federal Express that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (i), (iii) or (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in

accordance with (ii) herewith shall be effective upon receipt at the address of the addressee if given by 5:00 pm CT on a business day; otherwise, notice will be effective on the next business day. For purposes this Agreement a “business day” is a day that is not a Saturday, Sunday, federal holiday or holiday in the State of Texas. For purposes of notice, the addresses of the Parties shall be as follows:

If to Town, addressed to it at:

Town of Prosper  
 ATTN: Town Manager  
 P. O. Box 307  
 250 W. First Street  
 Prosper, Texas 75078  
 Telephone: (972) 346-2640  
 E-mail: mcanizares@prospertx.gov

With a copy to:

Brown & Hofmeister, L.L.P.  
 ATTN: Terrence S. Welch, Esq.  
 740 E. Campbell Road, Suite 800  
 Richardson, TX 75081  
 Telephone: (214) 747-6104  
 E-mail: twelch@bhlaw.net

If to Developer, addressed to it at:

Toll Southwest LLC  
 c/o Toll Brothers  
 ATTN: Mike Boswell, Vice President, Land Development  
 2555 SW Grapevine Parkway, Suite 100  
 Grapevine, TX 76051  
 E-mail: mboswell@tollbrothers.com

With a copy to:

Winstead PC  
 ATTN: Laura Hoffmann  
 2728 N. Harwood Street  
 Suite 500  
 Dallas, Texas 75201  
 E-mail: lhoffmann@winstead.com

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

17. **Sovereign Immunity.** The Parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, Town agrees that it has waived its sovereign immunity, and to that extent only.

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

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

20. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

21. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof 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.

22. **Savings/Severability.** 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. 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.

23. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, except for monetary obligations (e.g., payment of a reimbursement or credit), if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from

doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed ("Force Majeure").

24. **Conflicts.** In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, this Agreement shall control.

25. **Authority to Execute.** The Agreement shall become a binding obligation on the Parties 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 behalf of Developer has full authority to execute this Agreement and bind Developer to the same. This Agreement is and shall be binding upon the Parties and their respective successors, heirs, assigns, grantees, vendors, trustees and representatives.

26. **Mediation.** The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Either Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Party (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then either Party may pursue any applicable remedies allowed in accordance with the terms of this Agreement.

27. **Indemnification.** FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO THE TRAIL IMPROVEMENTS IS COMPLETED AND ALL TRAIL IMPROVEMENTS, HAVE BEEN ACCEPTED BY THE TOWN (WHICH ACCEPTANCE WILL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED), DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY

THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE TRAIL IMPROVEMENTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY, AND IN THE EVENT OF CONCURRENT FAULT OR NEGLIGENCE OF THE PARTIES, LIABILITY, IF ANY, WILL BE ALLOCATED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

28. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation under Paragraph 27 hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to Paragraph 27 of this Agreement. Developer shall retain Town-approved defense counsel within fifteen (15) business days' of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

29. **Survival.** Paragraph 27, "Indemnification," shall survive the termination of this Agreement.

30. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

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

32. **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.

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

34. **Estoppel.** Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), and/or any other improvements or obligations set forth in this Agreement.

35. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and any resolutions needed for approval of this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000 within thirty (30) days upon receipt of an invoice of same from Prosper.

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

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

**IN WITNESS WHEREOF**, the Parties hereto have caused this document to be executed as of the date first above written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**THE TOWN OF PROSPER, TEXAS**

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

Name: Mario Canizares

Title: Town Manager

**STATE OF TEXAS        )**

**)**

**COUNTY OF COLLIN    )**

**)**

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

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

**Toll Southwest LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: David M. "Mike" Boswell  
Title: Vice President of Land Development

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

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David M. "Mike" Boswell, Vice President of Land Development, of Toll Southwest LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary public in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A-1****Tract 1  
Property Legal Description**

**SITUATED** in the Town of Prosper, County of Collin, State of Texas, being a part of the Collin County School Land Survey, Abstract No. 147, being a part of the 221.617 acre tract conveyed by Special Warranty Deed from Legacy Estates At Prosper Trail, Inc. to BGY Prosper 221, LLC on November 17, 2017, as recorded in Instrument No. 20171121001544530, Official Public Records, Collin County, Texas, being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a 5/8 inch rebar found in the South right-of-way line of Frontier Parkway, a public street, at the most Northern Northeast corner of the 120.5159 acre tract of land conveyed to Legacy Frontier, LLC, recorded in Instrument No. 20150203000121210, said Official Public Records, and the most Northern Northwest corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

**THENCE** North 89 deg. 27 min. 08 sec. East, with the South right-of-way line of said Frontier Parkway and the a North line of said BGY Prosper 221, LLC 221.617 ac., a distance of 2,857.13 ft. to a 1/2 inch capped rebar found, stamped "Peiser & Mankin" at the Northwest corner of the 34.557 acre tract of land conveyed to Urban Heights at Frontier, LLC, recorded in Instrument No. 2022000131196, said Official Public Records and the most Northern Northeast corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

**THENCE** South 00 deg. 45 min. 19 sec. East, with the West line of said Urban Heights 34.557 ac. and BGY Prosper 221, LLC 221.617 ac., a distance of 1,325.77 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6585" at the Northwest corner of the 34.709 acre tract of land conveyed to AABVC-DNT-WEST-FRT, LP, recorded in Instrument No. 20210820001693210, said Official Public Records, the Southwest corner of said Urban Heights at Frontier, LLC 34.557 ac. and an angle point of the herein described tract;

**THENCE** South 00 deg. 45 min. 51 sec. East, with the West line of said AABVC-DNT-WEST-FRT 34.709 ac. and BGY Prosper 221, LLC 221.617 ac., a distance of 1,053.43 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Eastern Southeast corner of the herein described tract, **SAID** rebar bears North 00 deg. 45 min. 48 sec. West, 271.18 ft. from a 5/8 inch capped rebar found, stamped "Manhard" at the Southwest corner of said AABVC-DNT-WEST-FRT 34.709 ac.;

**THENCE** Westerly, Northerly and Southerly, over and across said BGY Prosper 221, LLC 221.617 ac., the following calls and distances:

1. South 89 deg. 14 min. 22 sec. West, a distance of 54.50 ft. to a point at a Southwest corner of the herein described tract;

2. North 00 deg. 45 min. 38 sec. West, a distance of 110.00 ft. to an Ell corner of the herein described tract;
3. South 89 deg. 14 min. 22 sec. West, a distance of 25.00 ft. to an Ell corner of the herein described tract;
4. South 00 deg. 45 min. 38 sec. East, a distance of 125.89 ft. to a point at a Southeast corner of the herein described tract;
5. South 89 deg. 15 min. 02 sec. West, a distance of 130.00 ft. to a point at a Southwest corner of the herein described tract ;
6. North 00 deg. 45 min. 38 sec. West, a distance of 7.75 ft. to an Ell corner of the herein described tract;
7. South 89 deg. 14 min. 22 sec. West, a distance of 50.00 ft. to an Ell corner of the herein described tract;
8. South 00 deg. 45 min. 38 sec. East, a distance of 9.18 ft. to a point;
9. South 46 deg. 02 min. 41 sec. West, a distance of 12.22 ft. to a point at the beginning of said curve;
10. Northwesterly, with a curve to the right, having a central angle of 1 deg. 17 min. 01 sec., a radius of 769.99 ft. (chord bears North 86 deg. 09 min. 46 sec. West, 17.25 ft.), an arc distance of 17.25 ft. to a point at the end of said curve;
11. North 85 deg. 31 min. 16 sec. West, a distance of 103.54 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Southern Southeast corner of the 13.038 acre tract of land conveyed to Prosper Independent School District, recorded in Instrument No. 20200817001343650, Official Public Records, (*formerly a part of the BGY Prosper 221, LLC 221.617 ac.*) and the most Southerly Southwest corner of the herein described tract;

**THENCE** Northerly, Easterly, Westerly and Southerly with the East, North and West lines of said Prosper ISD 13.038 ac., the following calls and distances:

1. North 00 deg. 51 min. 37 sec. West, a distance of 135.99 ft. to a 5/8 inch rebar found at the beginning of curve;
2. Northeasterly, with a curve to the right, having a central angle of 7 deg. 59 min. 26 sec., a radius of 861.00 ft. (chord bears North 03 deg. 13 min. 58 sec. East, 119.98 ft.), an arc distance of 120.08 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the beginning of a reverse curve;

3. Northeasterly, with a curve to the left, having a central angle of 7 deg. 59 min. 26 sec., a radius of 169.00 ft. (chord bears North 03 deg. 13 min. 58 sec. East, 23.55 ft.), an arc distance of 23.57 ft. to a 5/8 inch capped rebar found, stamped "TNP";
4. North 00 deg. 45 min. 45 sec. West, a distance of 271.36 ft. to a 1/2 inch rebar found at an Ell corner of said Prosper ISD 13.038 ac. and a Northwest corner of the herein described tract;
5. North 89 deg. 14 min. 15 sec. East, a distance of 130.00 ft. to a 5/8 inch rebar found at the most Eastern Southeast corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
6. North 00 deg. 45 min. 45 sec. West, a distance of 48.74 ft. to a 5/8 inch rebar found;
7. North 08 deg. 40 min. 57 sec. West, a distance of 59.23 ft. to a 5/8 inch rebar found at the beginning of curve;
8. Northwesterly, with a curve to the right, having a central angle of 6 deg. 05 min. 52 sec., a radius of 325.00 ft. (chord bears North 03 deg. 48 min. 41 sec. West, 34.57 ft.), an arc distance of 34.59 ft. to a 5/8 inch capped rebar found, stamped "TNP";
9. North 00 deg. 45 min. 45 sec. West, a distance of 32.21 ft. to a 5/8 inch rebar found at the Northwest corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
10. South 89 deg. 14 min. 15 sec. West, a distance of 935.00 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the Northwest corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
11. South 00 deg. 45 min. 45 sec. East, a distance of 404.64 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the beginning of said curve;
12. Southeasterly, with a curve to the left, having a central angle of 20 deg. 38 min. 16 sec., a radius of 270.00 ft. (chord bears South 11 deg. 07 min. 55 sec. East, 96.73 ft.), an arc distance of 97.25 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at a Southeast corner of the herein described tract;

**THENCE** Westerly and Southerly, over and across said BGY Prosper 221, LLC 221.617 ac., the following calls and distances:

1. South 67 deg. 41 min. 17 sec. West, a distance of 60.01 ft. to a point at the beginning of curve;

2. Southeasterly, with a curve to the right, having a central angle of 27 deg. 01 min. 05 sec., a radius of 330.00 ft. (chord bears South 27 deg. 01 min. 05 sec. East, 63.245 ft.), an arc distance of 63.34 ft. to a point at the end of said curve;

3. South 89 deg. 12 min. 50 sec. West, a distance of 124.41 ft. to a in an Easterly line of of said Legacy Frontier, LLC 120.5159 ac., the Ell corner of said BGY Prosper 221, LLC 221.617 ac. and a Southwest corner of the herein described tract;

**THENCE** North 01 deg. 14 min. 52 sec. West, with an East line of said Legacy Frontier, LLC 120.5159 ac. and a West line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,105.02 ft. to a 1/2 inch capped rebar found, stamped “Peiser & Mankin” at the most Eastern Northeast corner of said Legacy Frontier, LLC 120.5159 ac. and an Ell corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

**THENCE** South 89 deg. 11 min. 54 sec. West, with a North line of said Legacy Frontier, LLC 120.5159 ac. and a South line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,532.96 ft. to a 1/2 inch capped rebar set, stamped “RPLS 6578” at an Ell corner of said Legacy Frontier, LLC 120.5159 ac. and the most Western Southwest corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

**THENCE** North 00 deg. 00 min. 34 sec. West, with an East line of said Legacy Frontier, LLC 120.5159 ac. and a West line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,155.80 ft. to the **PLACE OF BEGINNING** and containing **99.343 ACRES** of land.

[Property description continues on the following pages.]

**Tract 2  
Property Legal Description**

***Helvey-Wagner Surveying, Inc.***

222 West Main Street · Denison, Texas 75020  
Ph: (903) 463-6191 · Email: kate@helveywagnersurveying.net  
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100  
*Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578*

**FIELD NOTES  
37.554 Acres**

**SITUATED** in the Town of Prosper, County of Collin, State of Texas, being a part of the Collin County School Land Survey, Abstract No. 147, being a part of the 76.131 acre tract conveyed by Special Warranty Deed from West Prosper 76, Ltd. to BGY Prosper 221, LLC on December 15, 2017, as recorded in Instrument No. 20171222001687580, Official Public Records, Collin County, Texas, being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a 5/8 inch rebar found in the South line of the 120.5159 acre tract of land conveyed to Legacy Frontier, LLC, recorded in Instrument No. 20150203000121210, said Official Public Records, at the Northeast corner of the 38.572 acre tract of land conveyed to Prosper Independent School District, recorded in Instrument No. 20200817001344070, said Official Public Records, (formerly a part of said BGY Prosper 221, LLC 76.131 ac.) and the most Northern Northwest corner of the herein described tract;

**THENCE** North 89 deg. 12 min. 45 sec. East, with the South line of said Legacy Frontier, LLC 120.5159 ac. and the North line of said BGY Prosper 221, LLC 76.131 ac., a distance of 645.55 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Northeast corner of said BGY Prosper 221, LLC 76.131 ac. the herein described tract and a Northwest corner of the remainder of the 221.617 acre tract of land conveyed to BGY Prosper 221, LLC in Inst. No. 20171121001544530, said Official Public Records, **FROM** which a 60D nail found at the East base of a 5 inch bois d'arc corner post at an Ell corner of said BGY Prosper 221, LLC 221.617 ac. bears North 89 deg. 12 min. 45 sec. East, 1,063.53 ft.;

**THENCE** South 01 deg. 49 min. 26 sec. West, with the East line of said BGY Prosper 221, LLC 76.131 ac., passing the Northwest corner of Lot 3, Block H of Legacy Gardens, Phase 1, to the Town of Prosper, Collin County, Texas as recorded in Volume 2019, Page 619, Map Records, Collin County, Texas, continuing now with the West line of said Block H, Legacy Gardens, passing a 5/8 inch rebar found, stamped "Jones Cater" at a distance of 1,051.26 ft., continuing on and passing a "X" found in concrete wall a distance of 1,151.26 ft. at the Southwest corner of Lot 1, said Block H and continuing on said course for a **TOTAL** distance of 1,657.83 ft. to a point in the North line of the 18.15 acre tract of land conveyed to Hope Fellowship Ministries in Inst. No. 20200227000279210, said Official Public Records, at the Southwest corner of Lot 5, Block D, said Legacy Gardens, Phase 1 and the Southeast corner of both said BGY Prosper 221, LLC 76.131 ac. and the herein described tract;

**THENCE** Westerly, along the South line of said BGY Prosper 221, LLC 76.131 ac., the following calls and distances:

1. South 89 deg. 24 min. 46 sec. West, a distance of 77.37 ft. to a 3/4 inch rebar found at the Northwest corner of said Hope Fellowship Ministries 18.15 ac. and the Northeast corner of the 8.769 acre tract of land (Tract 2) conveyed to Avicenna Management, LLC in Inst. No. 20220208000214910, said Official Public Records;
2. South 88 deg. 14 min. 28 sec. West, a distance of 42.05 ft. to a 1/2 inch rebar found;
3. North 89 deg. 23 min. 41 sec. West, a distance of 625.70 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578";
4. South 86 deg. 03 min. 36 sec. West, a distance of 347.43 ft. to a 1/2 inch rebar found;
5. South 89 deg. 20 min. 49 sec. West, a distance of 55.52 ft.;
6. South 88 deg. 42 min. 58 sec. West, a distance of 185.12 ft. to a 4 inch pipe corner post at the Northwest corner of the 3.043 acre tract of land conveyed to Daystar Landscapes, Inc. in Inst. No. 20211019002128100, said Official Public Records and the Northeast corner of the 5.85 acre tract of land conveyed to Mage Partners, LLC in Inst. No. 20201207002190190, said Official Public Records;

- 7. South 89 deg. 35 min. 38 sec. West, with the North line of said Mage Partners, LLC 5.85 ac., a distance of 653.23 ft. to a spike nail found in the pavement of Legacy Drive, a public road, in the West line of said Collin County School Land Survey and the East line of John H. Durrett Survey, Abstract No. 350, Denton County, Texas, at the Southwest corner of both said BGY Prosper 221, LLC 76.131 ac. and the herein described tract;

**THENCE** North 00 deg. 33 min. 59 sec. East, with or near the center of said Legacy Drive, along the West line of both said Collin County School Land Survey and BGY Prosper 221, LLC 76.131 ac. and the East line of said John H. Durrett Survey, Denton County, a distance of 472.79 ft. to a spike nail found at the Southwest corner of said Prosper ISD 38.572 ac. and the most Western Northwest corner of the herein described tract;

**THENCE** Easterly and Northerly, with the South and East lines of said Prosper ISD 38.572 ac., the following calls and distances:

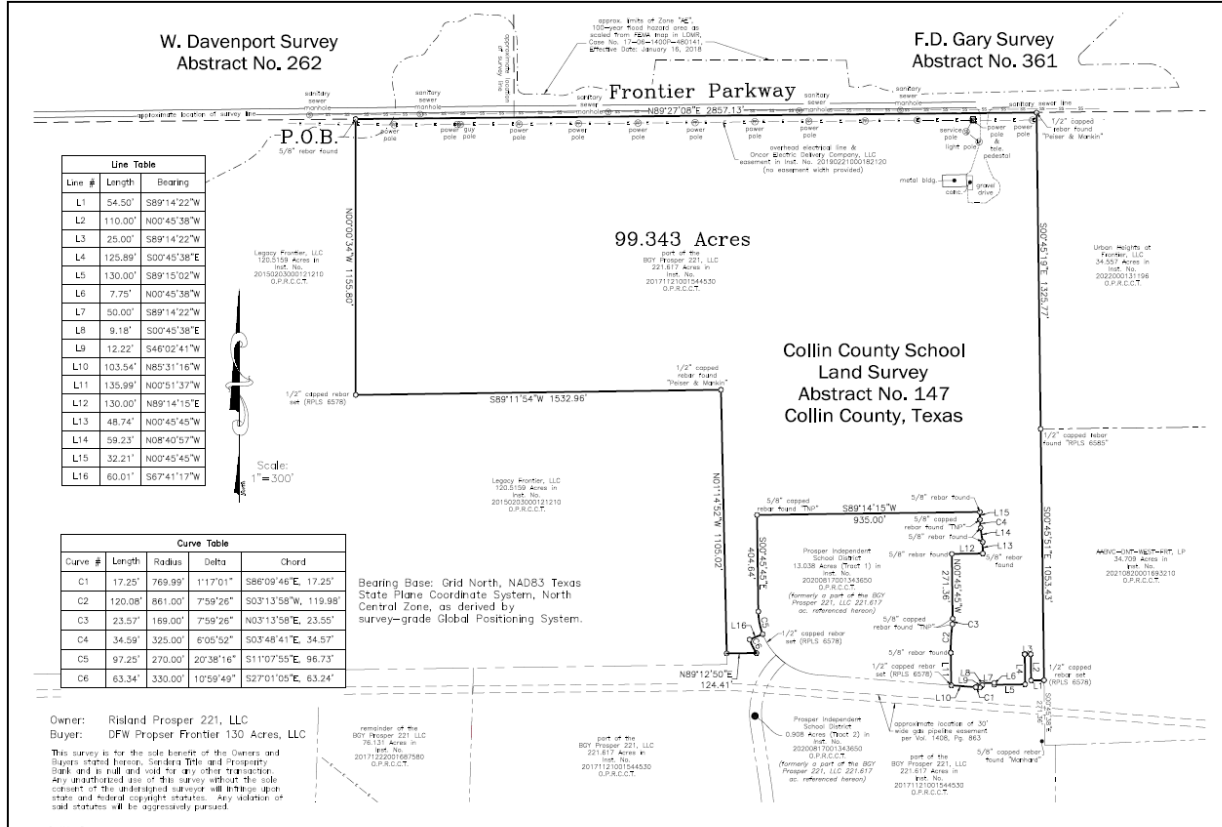
1. South 89 deg. 26 min. 16 sec. East, a distance of 424.83 ft. to a ½ inch capped rebar set, stamped “RPLS 6578” at the beginning of a curve;
2. With a curve to the right, having a radius of 270.00 ft., a central angle of 30 deg. 16 min. 47 sec, Chord bears: South 74 deg. 17 min. 53 sec. East, 141.04 ft. and an arc length of 142.69 ft. to a 5/8 inch capped rebar found, stamped “TNP” at the end of said curve;
3. South 59 deg. 09 min. 29 sec. East, a distance of 268.01 ft. to a ½ inch capped rebar set, stamped “RPLS 6578” at the beginning of a curve;
4. With a curve to the left, having a radius of 330.00 ft., a central angle of 29 deg. 35 min. 36 sec., Chord bears: South 73 deg. 54 min. 17 sec. East, 168.56 ft., and an arc length of 170.45 ft. to a 5/8 inch rebar found, at the most Southerly Southeast corner of said Prosper Independent School District 38.572 ac. and an Ell corner of the herein described tract;
5. North 01 deg. 22 min. 03 sec. East, a distance of 190.16 ft. to a 5/8 inch capped rebar found, stamped “TNP” at an Ell corner of said Prosper ISD 38.572 ac. and a Northwest corner of the herein described tract;
6. South 88 deg. 43 min. 25 sec. East, a distance of 102.12 ft. to a 5/8 inch rebar found at the beginning of curve;
7. Northeasterly, with a curve to the left, having a central angle of 55 deg. 04 min. 26 sec., a radius of 140.02 ft. (chord bears North 63 deg. 47 min. 32 sec. East, 129.47 ft.), an arc distance of 134.59 ft. to a 5/8 inch capped rebar found, stamped “TNP” at the beginning of a reverse curve;
8. Northeasterly, with a curve to the right, having a central angle of 29 deg. 15 min. 05 sec., a radius of 460.00 ft. (chord bears North 50 deg. 52 min. 51 sec. East, 232.30 ft.), an arc distance of 234.85 ft. to a 5/8 inch capped rebar found, stamped “TNP” at the most Eastern Southeast corner of said Prosper ISD 38.572 ac. and an angle point of the herein described tract;
9. North 01 deg. 47 min. 13 sec. East, a distance of 1,039.51 ft. to the **PLACE OF BEGINNING** and containing **37.554 ACRES** of land.



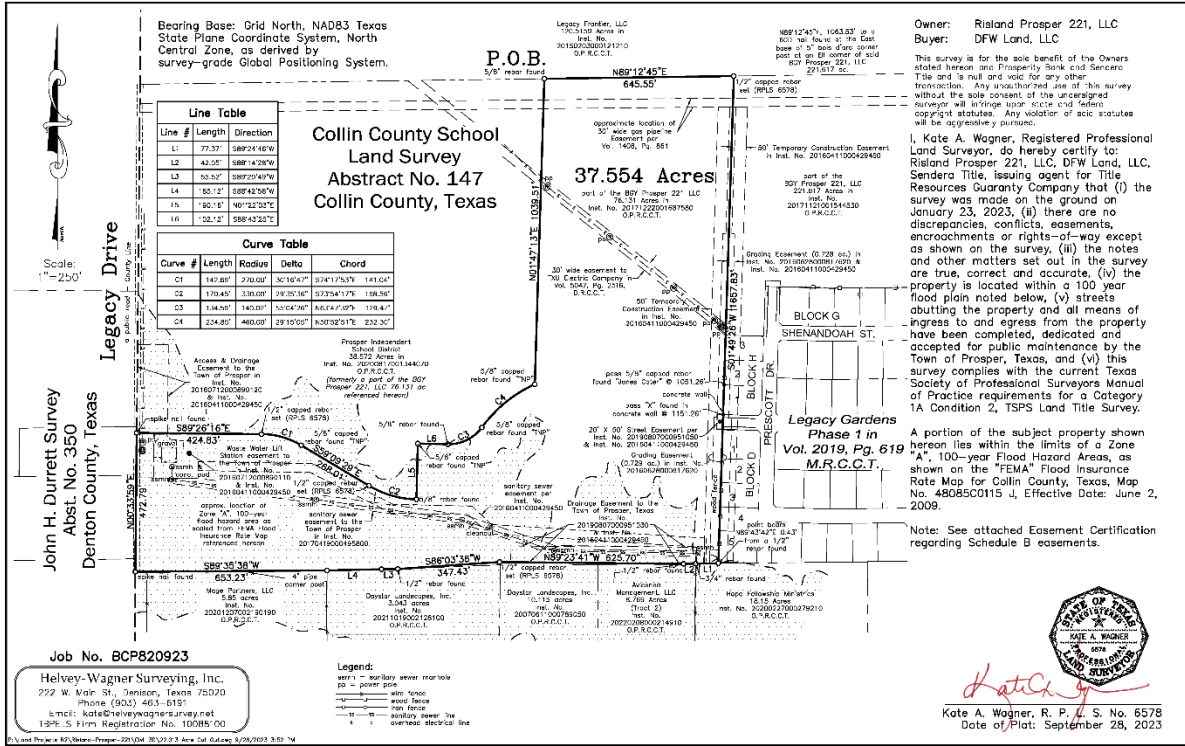
*Kate A. Wagner*  
 Kate A. Wagner, R.P.L.S. No. 6578  
 September 28, 2023

# EXHIBIT A-2

## TRACT 1 Property Depiction



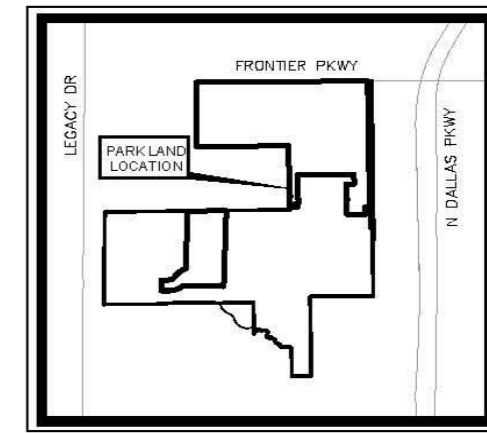
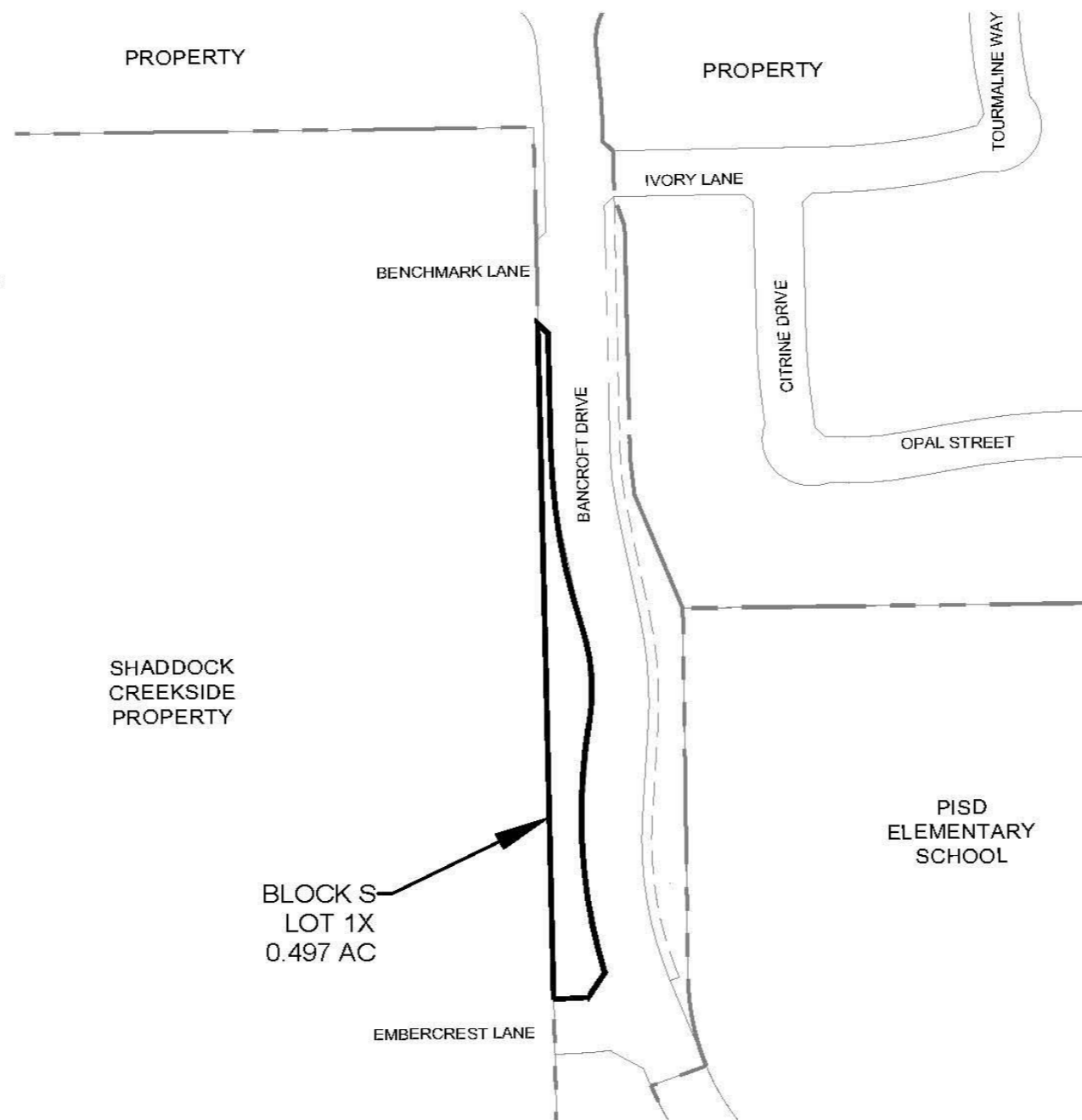
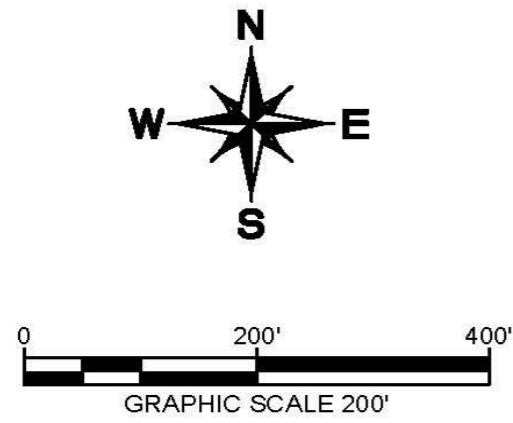
# TRACT 2 Property Depiction



**EXHIBIT A-3**

**Park Property**

[See attached.]



**VICINITY MAP**  
N.T.S.

# Legacy Gardens Park Land Dedication: Exhibit A-3

Prosper, Texas  
May 2026

DATE PLOTTED: 5/13/2026 11:37 AM  
DRAWN BY: J. HORN  
CHECKED BY: J. HORN  
PROJECT: LEGACY GARDENS - PHASES 3 AND 4 - PARK LAND DEDICATION EXHIBIT A-3

**Kimley»Horn**

6180 Warren Parkway, Suite 210  
Frisco, Texas 75034  
972-335-3580  
State of Texas Registration No. F-928

NOTES:  
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE  
NEED FOR A SURVEY OR CERTIFY WITH THE CITY, COUNTY, ETC.  
2. AERIAL IMAGE BY HERE MAPS, ©SPRINT N.Y. 2021

**Exhibit A-3**  
**Legacy Gardens Phases 3 & 4**  
**Park Land Legal Description**  
**Block S, Lot 1X**  
**Prosper, Texas**  
**May 7, 2026**

**BEING** a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being a portion of a called 99.522-acre tract of land described as Tract 1 in a deed to Toll Southwest LLC, recorded in Instrument No. 202400009613, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

**COMMENCING** at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost northwest corner of Lot 12X, Block V, Legacy Gardens Phase 2, an addition to the Town of Prosper, Texas, recorded in Volume 2024, Page 547, Map Records, Collin County, Texas, and being a southwest corner of said Tract 1, and being on the easterly line of a called 90.730-acre tract of land described in a deed to Shaddock Creekside Prosper, recorded in Instrument No. 2025000015184, said Official Public Records;

**THENCE** North 01°14'03" West, with the common line of said Tract 1 and said 90.730-acre tract, a distance of 153.53 feet to the **POINT OF BEGINNING** of the herein described tract of land;

**THENCE** North 01°14'03" West, continuing along said common line, a distance of 759.07 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "PEISER & MANKIN" found for the northeast corner of said 90.730-acre tract and an ell corner of said Tract 1 bears North 01°14'03" West, 192.00 feet;

**THENCE** departing said common line and crossing said Tract 1 the following courses and distances:

South 45°58'12" East, a distance of 14.21 feet to a point for corner;

South 01°14'03" East, a distance of 146.99 feet to a point at the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 10°00'13", and a chord bearing and distance of South 06°14'09" East, 83.70 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 83.81 feet to a point for corner;

South 11°14'16" East, a distance of 114.51 feet to a point at the beginning of a tangent curve to the right with a radius of 420.00 feet, a central angle of 14°31'12", and a chord bearing and distance of South 03°58'40" East, 106.15 feet;

In a southeasterly direction, with said tangent curve to the right, an arc distance of 106.44 feet to a point for corner;

South 03°16'56" West, a distance of 100.00 feet to a point at the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 20°49'24", and a chord bearing and distance of South 07°07'46" East, 173.49 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 174.45 feet to a point for corner;

South 31°52'38" West, a distance of 31.52 feet to a point at the beginning of a non-tangent curve to the right with a radius of 480.00 feet, a central angle of 04°10'50", and a chord bearing and distance of South 86°53'04" West, 35.01 feet;

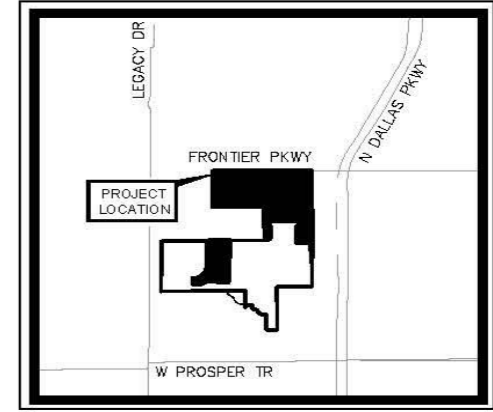
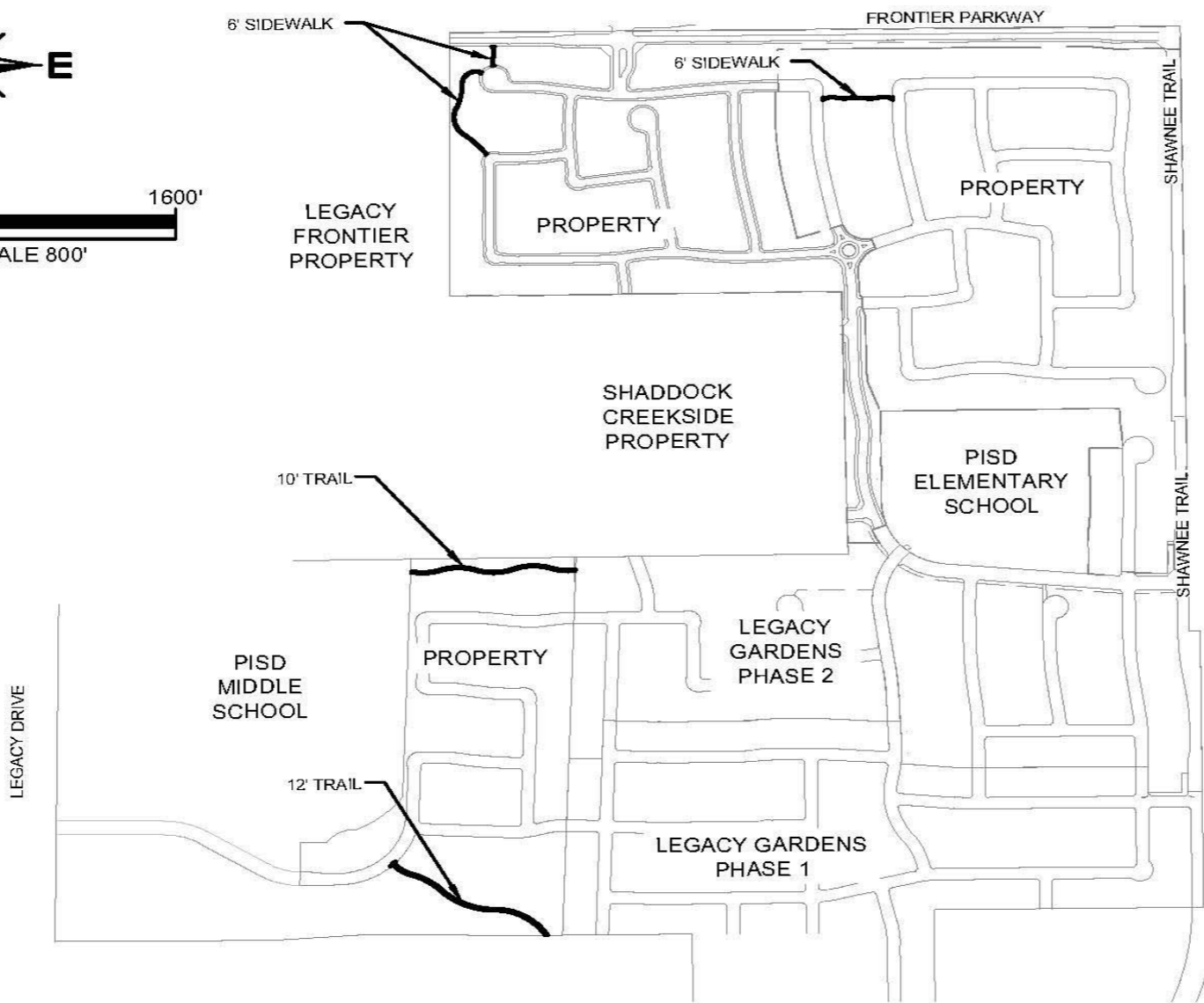
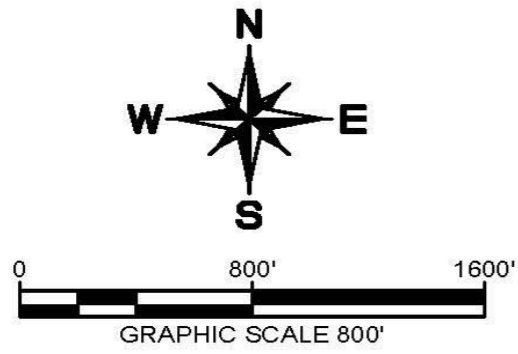
In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 35.02 feet to the **POINT OF BEGINNING** and containing 21,637 square feet or 0.497 of an acre of land, more or less.

---

**EXHIBIT B-1**

**Project Trail Improvements – Fully Reimbursable**

*[See attached.]*



**VICINITY MAP**  
N.T.S.

# Legacy Gardens Full Reimbursement Project Trail Improvements: Exhibit B-1

Prosper, Texas  
May 2026

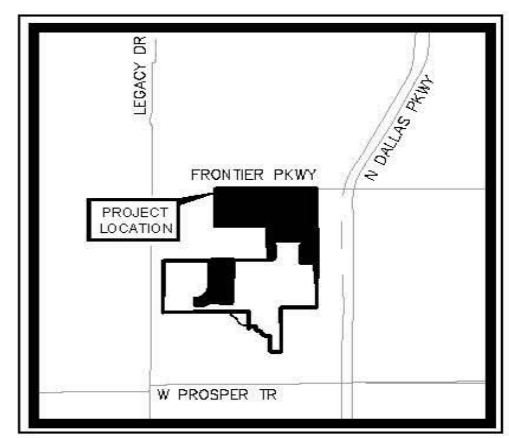
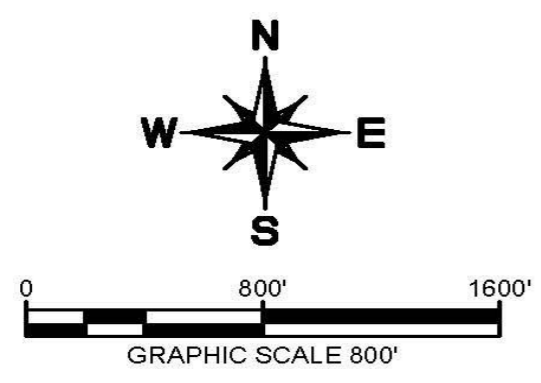
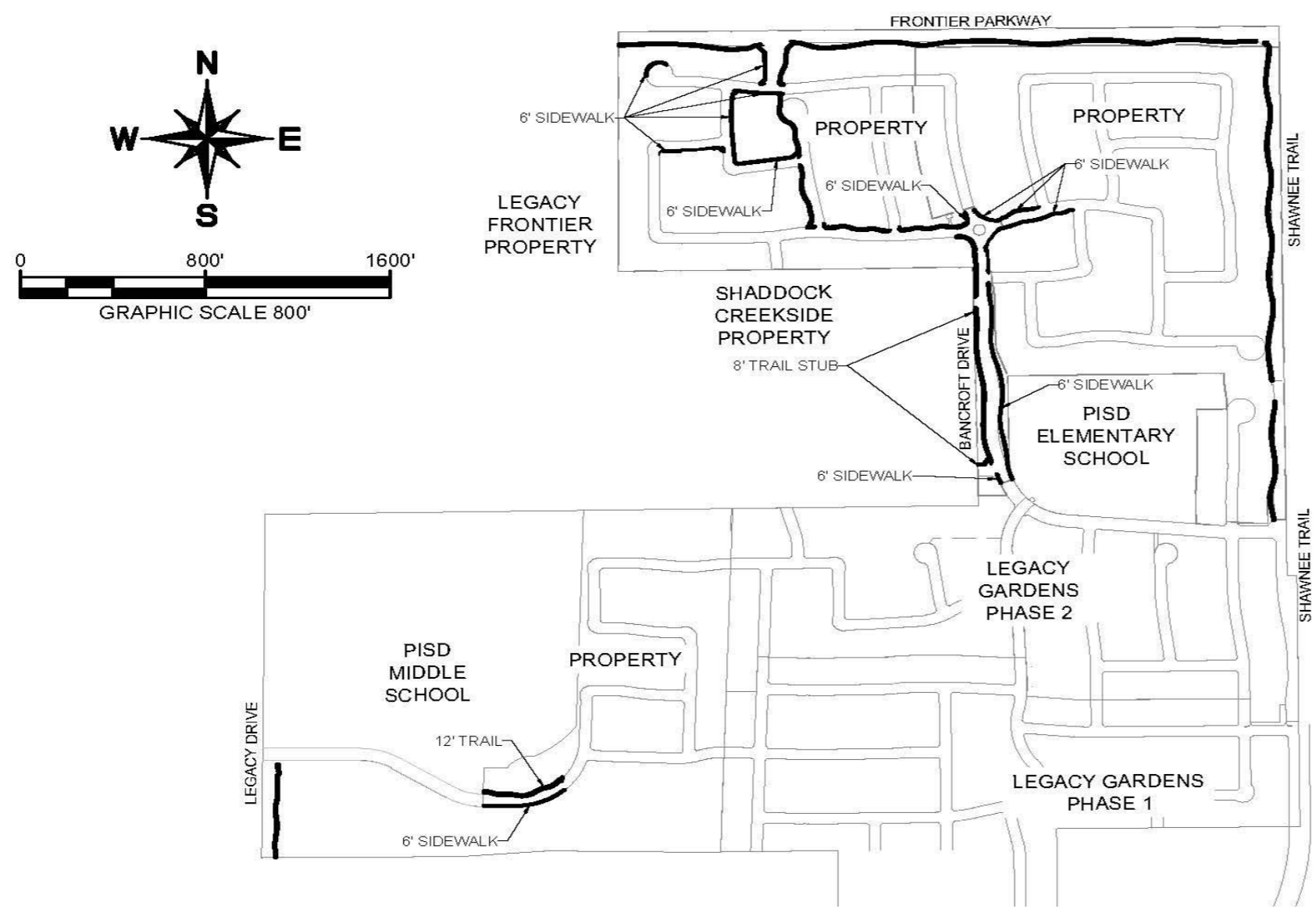
DWG NAME: 150226183-LEGACY GARDENS - FULL REIMBURSEMENT PROJECT TRAIL IMPROVEMENTS EXHIBIT B-1 DWG  
DATE: 5/15/26  
BY: JCB/ML

**Kimley»Horn**  
6160 Warren Parkway, Suite 210  
Frisco, Texas 75034  
972-335-3580  
State of Texas Registration No. F-928  
NOTES:  
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE  
BENEFIT OF A SURVEY OR CONDUCTED IN THE CITY, COUNTY, ETC.  
2. REPEAT AS NOTED BY THE DRAWING.

**EXHIBIT B-2**

**Project Trail Improvements – Upsizing Reimbursable**

[*See attached.*]



**VICINITY MAP**  
N.T.S.

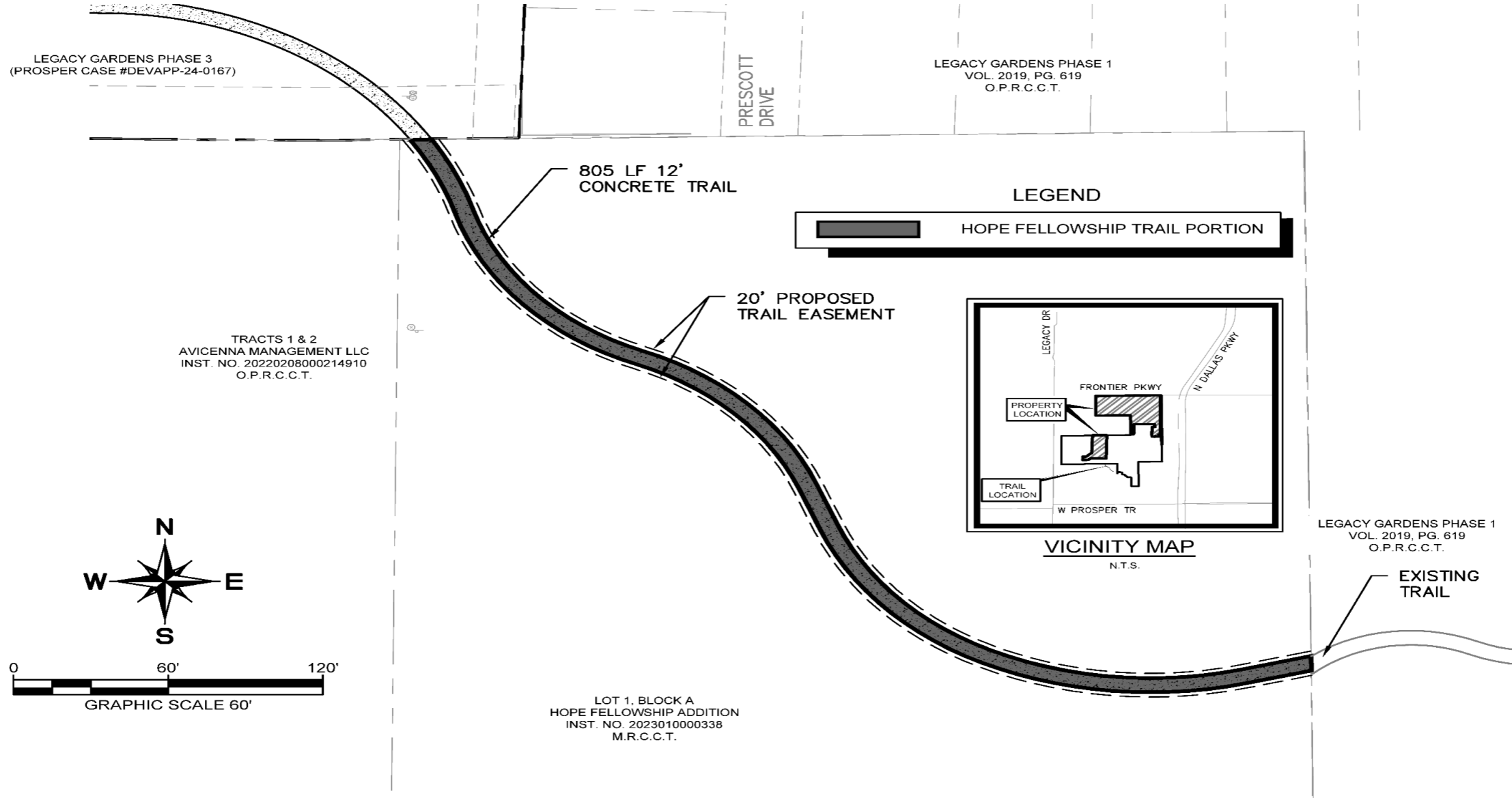
- NOTES:**
1. ALL TRAILS ARE 10' UNLESS LABELED OTHERWISE.
  2. BANCROFT DRIVE IS CLASSIFIED AS A RESIDENTIAL COLLECTOR 2LC. 5' SIDEWALK REQUIRED.
  3. FRONTIER PARKWAY IS CLASSIFIED AS AN INTERIM MAJOR THOROUGHFARE 4/6LD. 6' SIDEWALK REQUIRED.
  4. SHAWNEE TRAIL IS CLASSIFIED AS A MINOR THOROUGHFARE 4LD. 6' SIDEWALK REQUIRED.
  5. LEGACY DRIVE IS CLASSIFIED AS A MAJOR THOROUGHFARE 6LD. 6' SIDEWALK REQUIRED.
  6. ALL REMAINING ROADS SHOWN HEREON ARE RESIDENTIAL STREETS. 5' SIDEWALK REQUIRED.

# Legacy Gardens Reimbursable Upsized Trail Improvements: Exhibit B-2

Prosper, Texas  
May 2026  
DWG NAME: LUG-TRAIL-IMP-EXHIBIT-B-2.DWG  
LAST SAVED: 5/10/2026 10:00 AM  
FILED IN: L:\PROJECTS\LEGACY GARDENS - PHASES 3 AND 4\PHASE 3 AND 4\TRAIL IMPROVEMENTS\EXHIBIT B-2.DWG

**Kimley»Horn**  
6160 Warren Parkway, Suite 210  
Frisco, Texas 75034  
972-335-3580  
State of Texas Registration No. F-928  
NOTES:  
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.  
2. AERIAL IMAGE BY KIMLEY-HORN © 2021

### Exhibit C Hope Trail Improvements



# Hope Trail Improvements: Exhibit C

**Kimley»Horn**

**EXHIBIT D-1**

**Estimated Project Trail Improvements Construction Costs**

[*See attached.*]

**Exhibit D-1**  
**Legacy Gardens Phases 3 & 4**  
**Full Reimbursement & Reimbursable Upsized Project Trail Costs**  
**Prosper, Texas**  
**May 8, 2026**

TRAIL SYSTEM GRAND TOTAL (FOR REFERENCE ONLY)					
Item No.	Description	Contract Info			Amount
		Unit	Quantity	Unit Price	
<b>Legacy Gardens Hike &amp; Bike Trail System</b>					
L-T1	FRONTIER PARKWAY 10' CONCRETE SIDEWALK (5" THICK)	LF	2,632	\$ 70.00	\$ 184,240.00
L-T2	SHAWNEE TRAIL 10' CONCRETE SIDEWALK (5" THICK)	LF	2,272	\$ 70.00	\$ 159,040.00
L-T3	PHASE 3 ONSITE 6' CONCRETE SIDEWALK (5" THICK)	LF	3,655	\$ 39.00	\$ 142,545.00
L-T4	PHASE 4 ONSITE 6' CONCRETE SIDEWALK (5" THICK)	LF	743	\$ 39.00	\$ 28,977.00
L-T5	PHASE 3 ONSITE 8' CONCRETE SIDEWALK (5" THICK)	LF	72	\$ 64.00	\$ 4,608.00
L-T6	PHASE 3 ONSITE 10' CONCRETE SIDEWALK (5" THICK)	LF	3,424	\$ 70.00	\$ 239,680.00
L-T7	PHASE 3 ONSITE 12' CONCRETE SIDEWALK (6" THICK)	LF	1,044	\$ 90.00	\$ 93,960.00
L-T8	DIRECTIONAL BARRIER FREE RAMP	EA	16	\$ 3,200.00	\$ 51,200.00
L-T9	CORNER BARRIER FREE RAMP	EA	3	\$ 3,200.00	\$ 9,600.00
L-T10	TEE BARRIER FREE RAMP	EA	11	\$ 3,200.00	\$ 35,200.00
<b>Subtotal: Legacy Gardens Hike &amp; Bike Trail System</b>					<b>\$ 949,050.00</b>
<b>Contingency (15%)</b>					<b>\$ 142,357.50</b>
<b>Total</b>					<b>\$ 1,091,407.50</b>

REIMBURSABLE TRAIL SYSTEM COMPONENTS					
<b>Full Reimbursement Trail Improvements</b>					
R-T1	6' CONCRETE SIDEWALK (5" THICK)	LF	828	\$ 39.00	\$ 32,292.00
R-T2	10' CONCRETE SIDEWALK (5" THICK)	LF	654	\$ 70.00	\$ 45,780.00
R-T3	12' CONCRETE SIDEWALK (6" THICK)	LF	693	\$ 90.00	\$ 62,370.00
R-T4	TEE BARRIER FREE RAMP	EA	1	\$ 3,200.00	\$ 3,200.00
<b>Subtotal: Full Reimbursement Trail Improvements</b>					<b>\$ 143,642.00</b>
<b>Reimbursable Upsized Trail Improvements</b>					
<b>Upsized Trail Sections</b>					
U-T1	FRONTIER PARKWAY 10' CONCRETE SIDEWALK (5" THICK)	LF	2,632	\$ 70.00	\$ 184,240.00
U-T2	SHAWNEE TRAIL 10' CONCRETE SIDEWALK (5" THICK)	LF	2,272	\$ 70.00	\$ 159,040.00
U-T3	6' CONCRETE SIDEWALK (5" THICK)	LF	3,570	\$ 39.00	\$ 139,230.00
U-T4	8' CONCRETE SIDEWALK (5" THICK)	LF	72	\$ 64.00	\$ 4,608.00
U-T5	10' CONCRETE SIDEWALK (5" THICK)	LF	2,770	\$ 70.00	\$ 193,900.00
U-T6	12' CONCRETE SIDEWALK (6" THICK)	LF	351	\$ 90.00	\$ 31,590.00
<b>Subtotal: Upsized Trail Sections</b>					<b>\$ 712,608.00</b>
<b>Town of Prosper Design Standard (Non-Reimbursable)</b>					
U-T3	5' SIDEWALK (STANDARD RESIDENTIAL)	LF	3,930	\$ 32.00	\$ (125,760.00)
U-T4	5' SIDEWALK (RESIDENTIAL COLLECTOR)	LF	2,377	\$ 39.00	\$ (92,703.00)
U-T4	6' SIDEWALK (4LD CLASS ROAD)	LF	5,360	\$ 39.00	\$ (209,040.00)
<b>Subtotal: Town of Prosper Design Standard (Non-Reimbursable)</b>					<b>\$ (427,503.00)</b>
<b>Subtotal: Reimbursable Upsized Trail Improvements</b>					<b>\$ 285,105.00</b>

<b>Subtotal: Trail Improvements</b>					<b>\$ 428,747.00</b>
<b>Contingency (15%)</b>					<b>\$ 64,312.05</b>
<b>Permitting, Engineering, and Staking (10%)</b>					<b>\$ 42,874.70</b>
<b>Total: Trail Improvements</b>					<b>\$ 535,933.75</b>

**NOTES:**

1. UNIT PRICES ARE BASED ON BIDS RECEIVED FROM MARIO SINACOLA & SONS ON 7/28/2025
2. SIDEWALKS ALONG RESIDENTIAL COLLECTOR (BANCROFT DRIVE) TO BE 6' PER BASE PROSPER DESIGN STANDARDS.
3. SIDEWALKS ALONG RESIDENTIAL STREETS TO BE 5' PER BASE PROSPER DESIGN STANDARDS.
4. THIS EXHIBIT EXCLUDES HOPE TRAIL IMPROVEMENTS. SEE EXHIBIT D-2 FOR HOPE TRAIL IMPROVEMENT CONSTRUCTION COSTS.

**EXHIBIT D-2**

**Estimated Hope Trail Improvements Construction Costs**

Exhibit D-2  
 Legacy Gardens Phase 3  
 Prosper, Texas  
 December 17, 2025

Item No.	Description	Unit	Quantity	Unit Price	Amount
<b>Hope Trail System</b>					
F-T1	OFFSITE 12' CONCRETE SIDEWALK (6" THICK)	LF	805	\$ 90.00	\$ 72,450.00
<b>Subtotal: Hope Trail System</b>					\$ 72,450.00
<b>Subtotal: Hope Trail System</b>					\$ 72,450.00
<b>Contingency (15%)</b>					\$ 10,867.50
<b>Total</b>					\$ 83,317.50

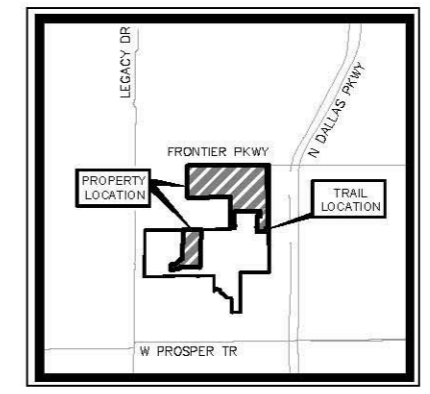
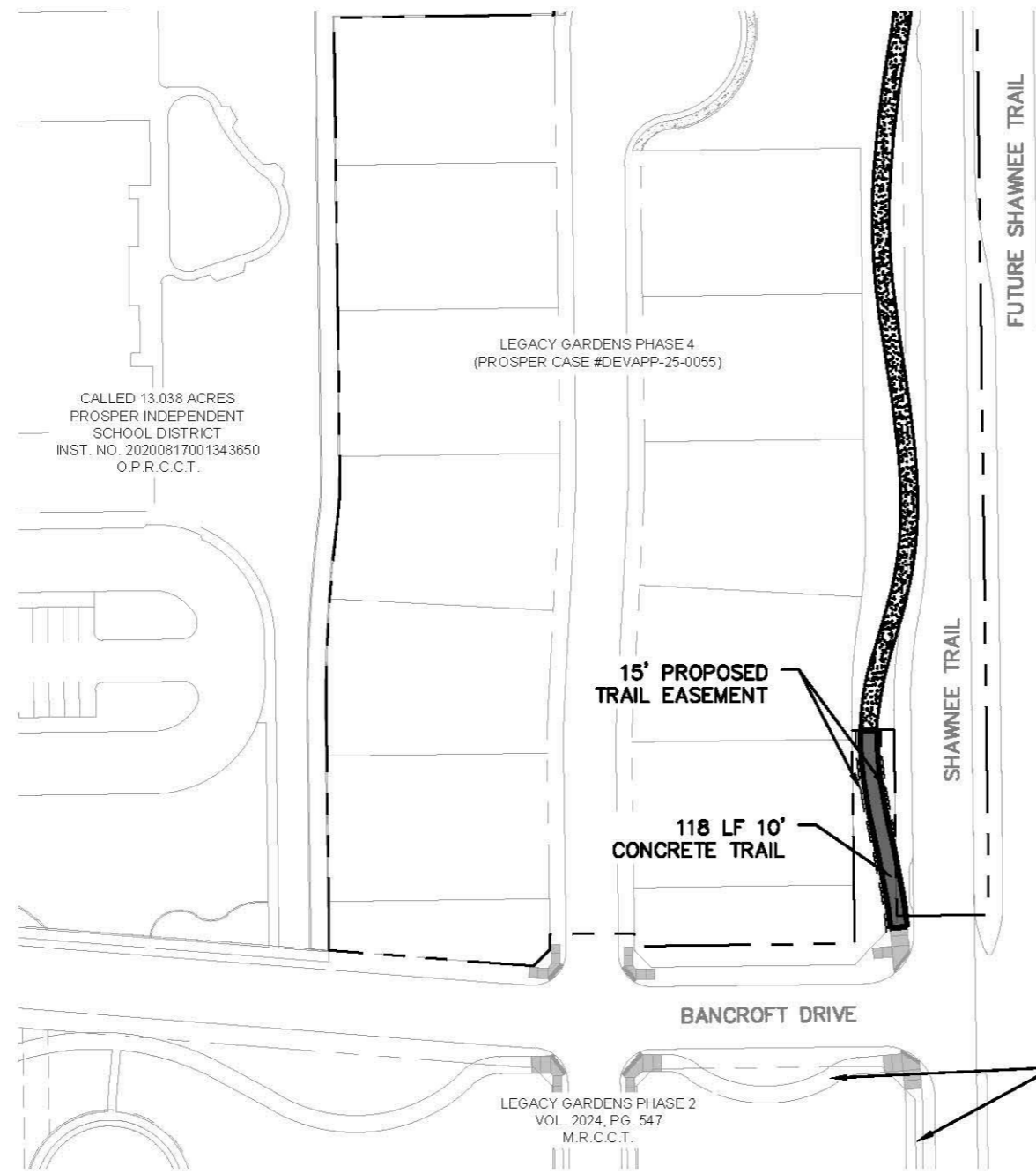
**NOTES:**

1. UNIT PRICES FOR PAVING ARE BASED ON BIDS RECEIVED FROM GM CONSTRUCTION ON 7/14/2025

**EXHIBIT E**

**Project Third-Party Rights-of-Way and/or Easements**

[See attached.]



VICINITY MAP  
N.T.S.



LEGEND



# Offsite Trail Improvements: Exhibit E

Prosper, Texas  
December 2025

DWG NAME: K:\PROJECTS\LEGACY GARDENS - FOLLOWUP\AS-BUILT\PLANS\EXHIBIT E\OFFSITE TRAIL IMPROVEMENTS EXHIBIT E.DWG  
DATE: 12/15/25 4:43PM

## Kimley»Horn

6160 Warren Parkway, Suite 210  
Frisco, Texas 75034  
972-335-3580  
State of Texas Registration No. F-928  
P.E.C.  
THIS PLAN IS CONFIDENTIAL IN NATURE AND HAS BEEN PREPARED WITHOUT THE  
BINDING OF A SURVEYOR OR ENGINEER WITH THE STATE OF TEXAS.  
LEGAL WORK BY KIMLEY-HORN, COPYRIGHT 2025

4910-4834-2649v.9



## PLANNING

**To: Mayor and Town Council**

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

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

**Re: Planned Development for Bella Prosper**

**Town Council Meeting – May 19, 2026**

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

---

**Agenda Item:**

Consider and act upon a request to table a rezoning of 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive to the Town Council meeting on June 9, 2026. (ZONE-24-0025)

**Description of Agenda Item:**

The purpose of this request is to allow the applicant additional time to finalize the proposal. Town Staff is requesting that this item be tabled to the Town Council meeting on June 9, 2026.

**Town Staff Recommendation:**

Town Staff recommend the Town Council table the request for a rezoning of 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive to the Town Council meeting on June 9, 2026.

**Proposed Motion:**

I move to table the request for a rezoning of 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive to the Town Council meeting on June 9, 2026.



## PLANNING

**To:** Mayor and Town Council

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

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

**Re:** Notice of Appeals

Town Council Meeting – May 19, 2026

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

---

**Agenda Item:**

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

**Description of Agenda Item:**

Attached are the Site Plans that were acted on by the Planning and Zoning Commission on May 5, 2026.

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 and Zoning Commission.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Attached Documents:**

1. DEVAPP-26-0006 – Prosper Commerce Center, Block A, Lot 1 (Approved 5-0)
2. DEVAPP-26-0021 – Prosper Ridge Commercial, Block F, Lots 1R1 and 2R (Approved 5-0)
3. PowerPoint Slides

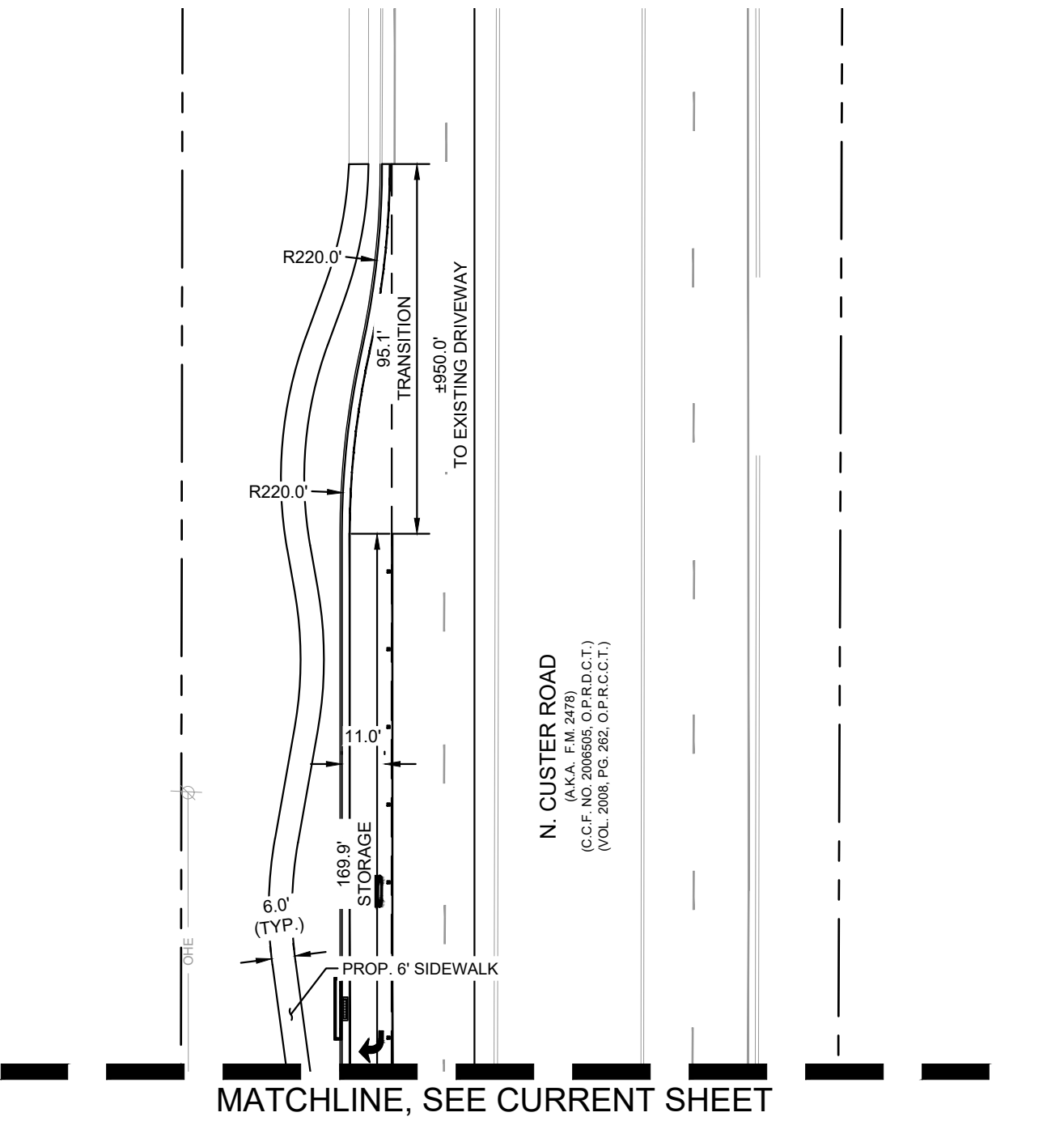
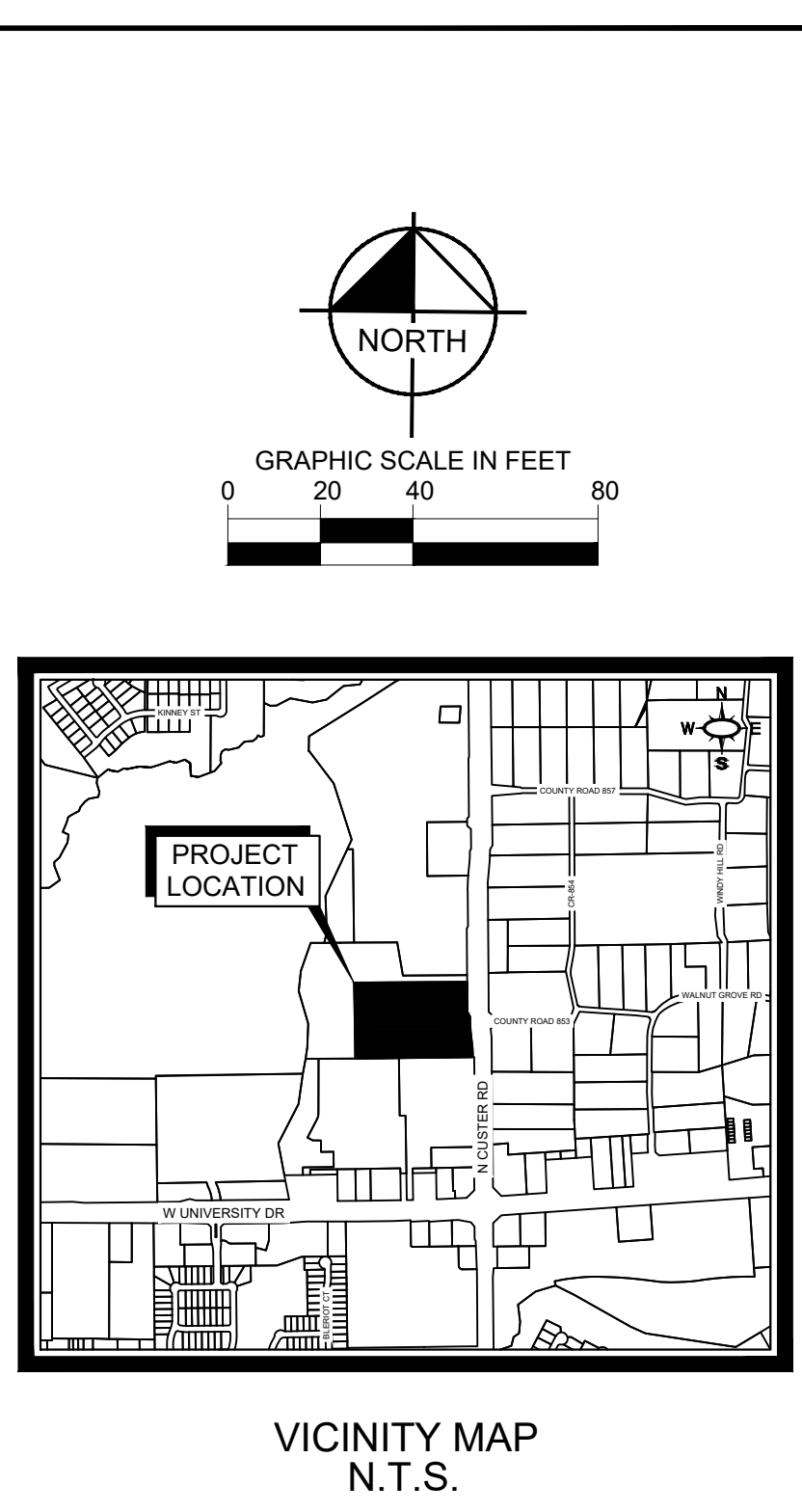
**Town Staff Recommendation:**

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

**Proposed Motion:**

N/A





- NOTES**
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS
  - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER
  - ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER
  - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE
  - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL
  - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS
  - OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE. PER TRACT, OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETECTION PONDS

**LEGEND**

PROPOSED PROPERTY LINE	---
EXISTING EASEMENT	---
PROPOSED EASEMENT	---
PROPOSED FIRELANE	---
PROPOSED BERM	---
PROPOSED GRATE INLET	---
PROPOSED CURB INLET	---
PROPOSED COMBO INLET	---
EXISTING SANITARY SEWER MANHOLE	○
PROPOSED SANITARY SEWER MANHOLE	○
EXISTING FIRE HYDRANT	⊕
PROPOSED FIRE HYDRANT	⊕
PROPOSED FIRE DEPARTMENT CONNECTION	⊕
PROPOSED DOMESTIC AND IRRIGATION METERS	⊕
PROPOSED WATER VAULT	□

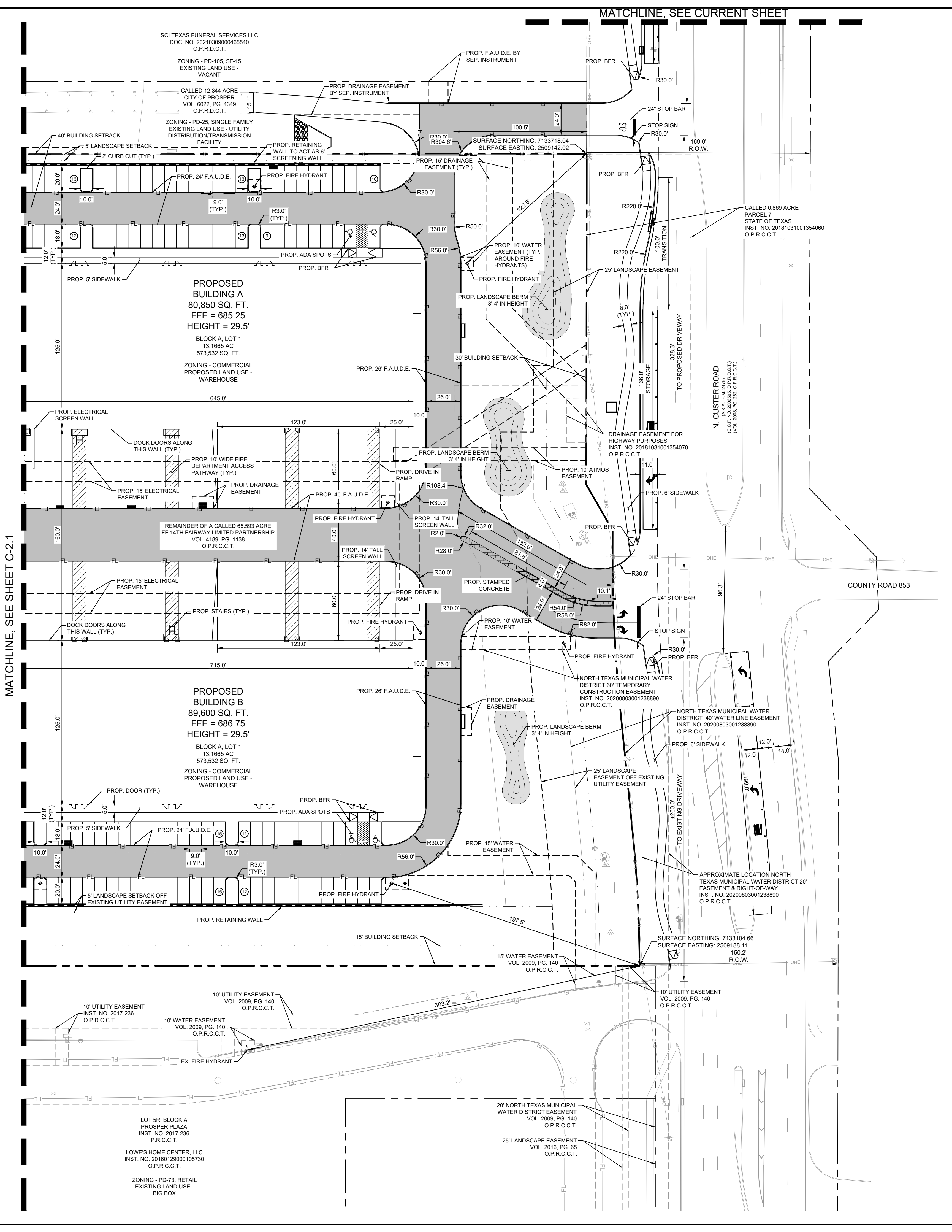
**SITE DATA SUMMARY TABLE**

ZONING	C - COMMERCIAL
PROPOSED USES	OFFICE / WAREHOUSE
LOT AREA	13.17 AC / 573,532 SF
CONSTRUCTION TYPE	11-B
TOTAL BUILDING AREA	170,450 SF
TOTAL WAREHOUSE AREA	124,950 SF
TOTAL OFFICE AREA	45,500 SF
BUILDING HEIGHT	1 STORY / 29.5'
LOT COVERAGE	29.7%
FLOOR AREA RATIO	0.296:1
IMPERVIOUS SURFACE AREA (15% OF LOT AREA)	405,145 SF
SITE LANDSCAPE REQUIRED (86,030 SF)	86,030 SF
SITE LANDSCAPE PROVIDED (24% OF LOT AREA)	139,475 SF
OPEN SPACE REQUIRED (7% OF LOT AREA)	40,147 SF
OPEN SPACE PROVIDED (11% OF LOT AREA)	60,303 SF
WAREHOUSE PARKING REQUIRED (1/1000 SF)	125
OFFICE PARKING REQUIRED (1/350 SF)	130
TOTAL PARKING REQUIRED	256
TOTAL PARKING PROPOSED	256
TOTAL ADA PARKING REQUIRED	10
TOTAL ADA PARKING PROPOSED	12

**SITE PLAN**  
**PROSPER COMMERCE CENTER**  
**BLOCK A, LOT 1**

BEING AN ADDITION TO THE TOWN OF PROSPER JEREMIAH HORN SURVEY, ABSTRACT NO. 411

TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
TOWN PROJECT NUMBER: DEVAPP-26-0006



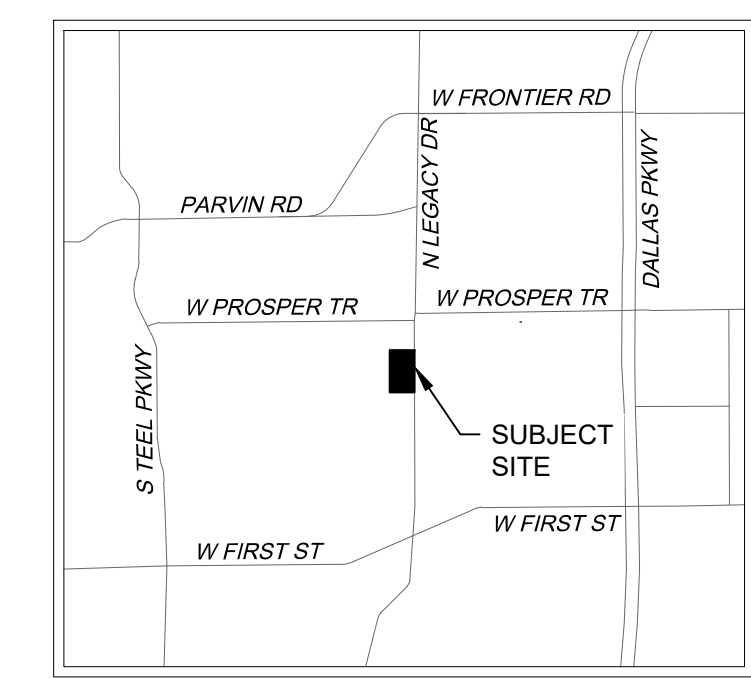
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DATE: 4/24/2026



LOCATION MAP N.T.S.

**LEGEND**

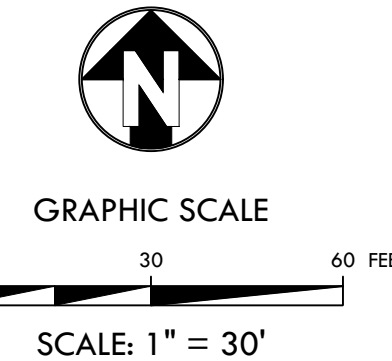
- FIRE LANE STRIPING
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED CURB INLET
- PROPOSED FIRELANE
- PROPOSED PRIVATE SIDEWALK
- PROPOSED PUBLIC SIDEWALK
- PROPOSED GRATE INLET
- PARKING COUNT (8'X18' WITH 2' OVERHANG UNLESS NOTED OTHERWISE)
- PROPOSED FDC
- 2FT PARKING OVERHANG
- EXISTING 6' MASONRY WALL PER CIVIL 23-0018
- PROPERTY BOUNDARY
- PROPOSED EASEMENT
- PROPOSED SETBACK
- EXISTING EASEMENT
- LANDSCAPE SETBACK

**SITE DATA SUMMARY TABLE**

ABSTRACT	350			
ZONING	PD-14			
BLOCK	F			
LOT	1R1	2R	2R	MEDICAL OFFICE
PROPOSED USE	REST (NO DRIVE THRU)	RETAIL	RETAIL	MEDICAL OFFICE
	1,200	9,169	7,100	7,100
LOT AREA (SF)	50,814		64,793	
BUILDING AREA (AC)	1.16		1.49	
MAX BUILDING HEIGHT (SF)	10,369		14,200	
MAX BUILDING HEIGHT (FT)	1-STORY, 24'		1-STORY, 24'	
COVERAGE (%)	20.49%		21.92%	
FLOOR AREA RATIO	0.2041		0.2201	
PARKING RATIO	1/100 SF	1/250 SF	1/250 SF	1/250 SF
PARKING REQUIRED	49		57	
PARKING PROVIDED	49		57	
ADA PARKING REQUIRED	2		3	
ADA PARKING PROVIDED	2		4	
INTERIOR LANDSCAPE REQUIRED	735		855	
INTERIOR LANDSCAPE PROVIDED	869		954	
IMPERVIOUS SURFACE (SF)	34,305		47,142	
OPEN SPACE REQUIRED (7% OF LOT AREA)	3,543		4,536	
OPEN SPACE PROVIDED (SF)	4,740 (9.4%)		4,556 (7.0%)	

**WATER METER TABLE**

METER #	METER TYPE	METER SIZE	METER LOCATION
1	DOMESTIC	2"	FRONT OF BUILDING OF LOT 1R1
2	IRRIGATION	1"	FRONT OF BUILDING OF LOT 1R1
3	DOMESTIC	2"	FRONT OF BUILDING OF LOT 2R
4	IRRIGATION	1"	FRONT OF BUILDING OF LOT 2R



- SITE PLAN STANDARD NOTES:**
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
  - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
  - ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
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  - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - THE APPROVAL OF PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY PLANNING AND ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING AND ZONING COMMISSION. IF THE SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF A SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
  - OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE. PER TRACT, OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACK, SIDEWALKS, AND DETENTION PONDS.

**SITE PLAN DEVAPP-26-0021**

**PROSPER RIDGE COMMERCIAL**  
 BLOCK F, LOTS 1R1 & 2R  
 2.65 ACRES  
 J.H. DURRETT SURVEY,  
 ABSTRACT NO. 350  
 TOWN OF PROSPER,  
 DENTON COUNTY, TEXAS  
 PREPARATION DATE: 3/9/2026

**OWNER/APPLICANT**  
 SAI LEGACY TRAILS LLC  
 13483 GRAND ARBOR LN  
 FRISCO, TEXAS 75036  
 PH: 469-844-0304  
 CONTACT: MURALI M KODEMALA

**ENGINEER**  
 KIRKMAN ENGINEERING, LLC  
 5200 STATE HIGHWAY 121  
 COLLEYVILLE, TX 76034  
 PH: 817-458-4960  
 CONTACT: SHAWN T. WALDO, PE

**SURVEYOR**  
 BARTON CHAPA SURVEYING  
 5200 STATE HIGHWAY 121  
 COLLEYVILLE, TX 76034  
 PH: 817-964-1957  
 CONTACT: JACK BARTON, RPLS

**PROSPER RIDGE COMMERCIAL 1 & 2**  
 TOWN OF PROSPER, DENTON COUNTY, TEXAS

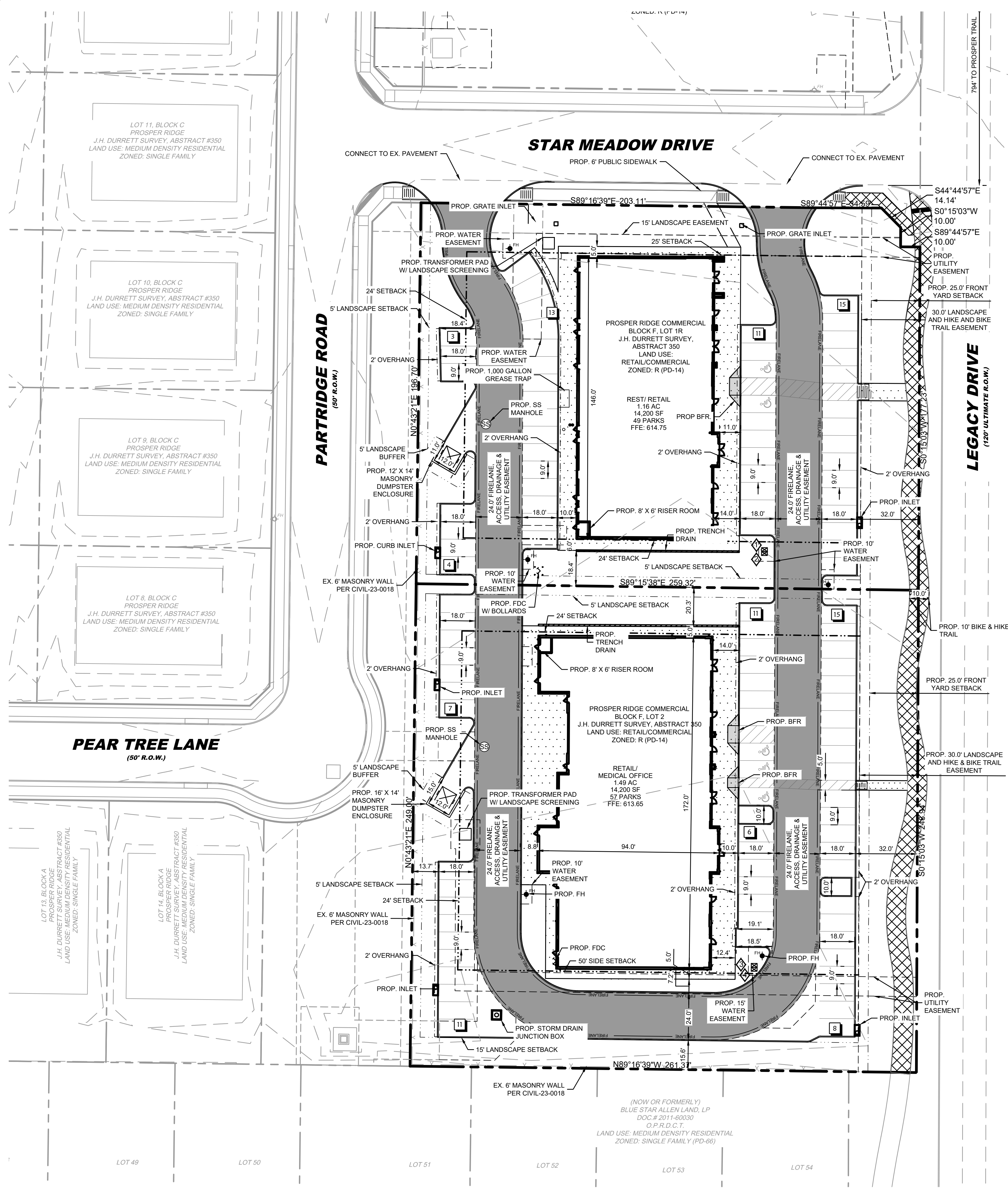
REV. DATE: DESCRIPTION:

REV.	DATE	DESCRIPTION



JOB NUMBER: MUR25001\_PROSPER F1  
 ISSUE DATE: 4/24/2026

**SITE PLAN C3.0**



FILE PATH: K:\job\4325001\_ProspR F1\DWG\9603\_DEVAPP-26-0021\_SitePlan.dwg - Production (C3.0 SITE PLAN\_MUR25001.dwg)  
 PLOTTED BY: KIRKMAN ENGINEERING  
 PLOTTED DATE: 4/24/2026

Prosper Commerce Center  
Block A, Lot 1  
(DEVAPP-26-0006)

# Proposal

## Purpose:

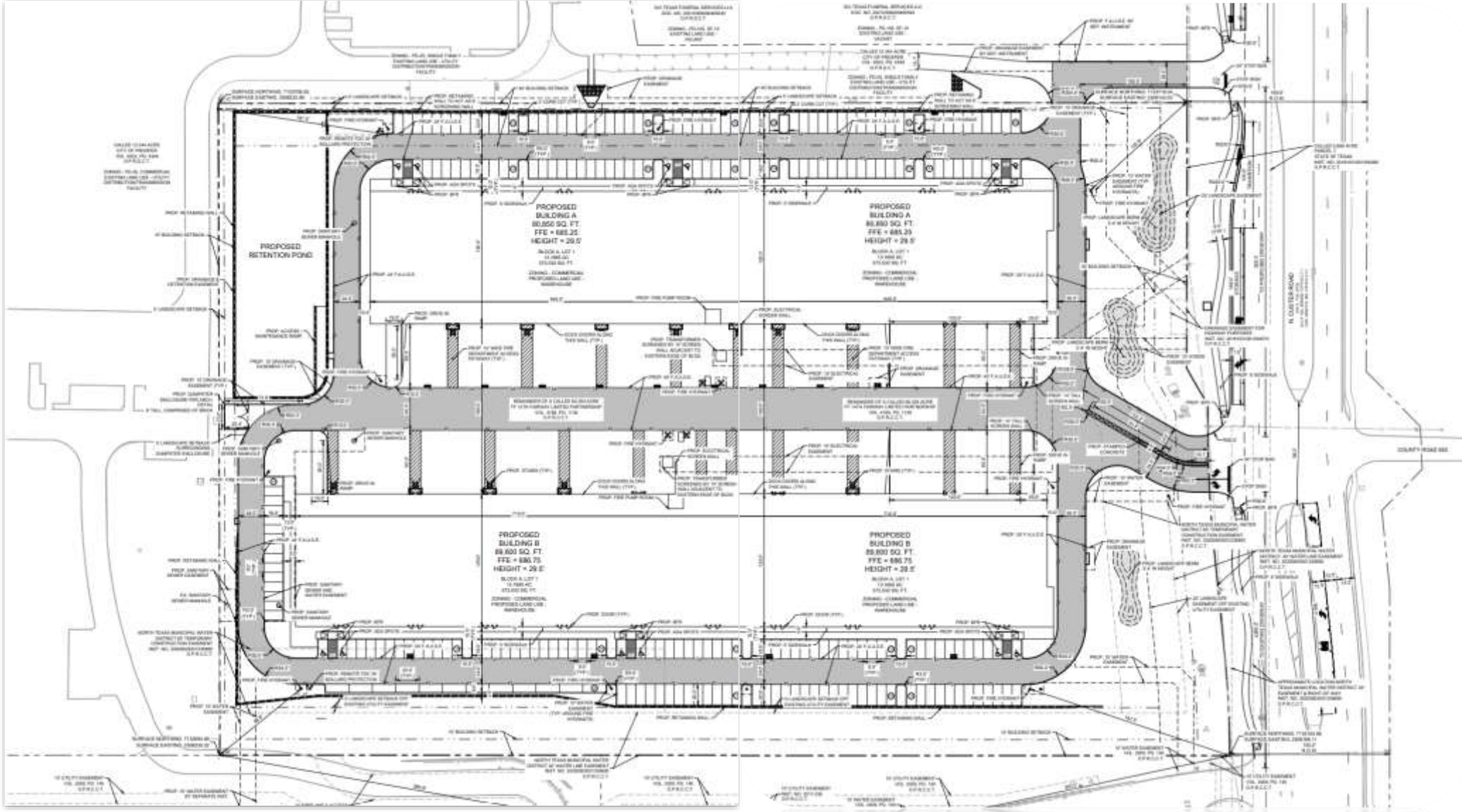
- Construct two office/warehouse buildings totaling 170,450 square feet and associated parking.
  - Building A: Office/Warehouse Building (80,850 SF)
  - Building B: Office/Warehouse Building (89,600 SF)

## Recommendation:

- Town Staff recommends approval of the Site Plan.



Site Plan



Open Space Plan



# Prosper Ridge Commercial Block F, Lots 1R1 and 2R (DEVAPP-26-0021)

# Proposal

## Purpose:

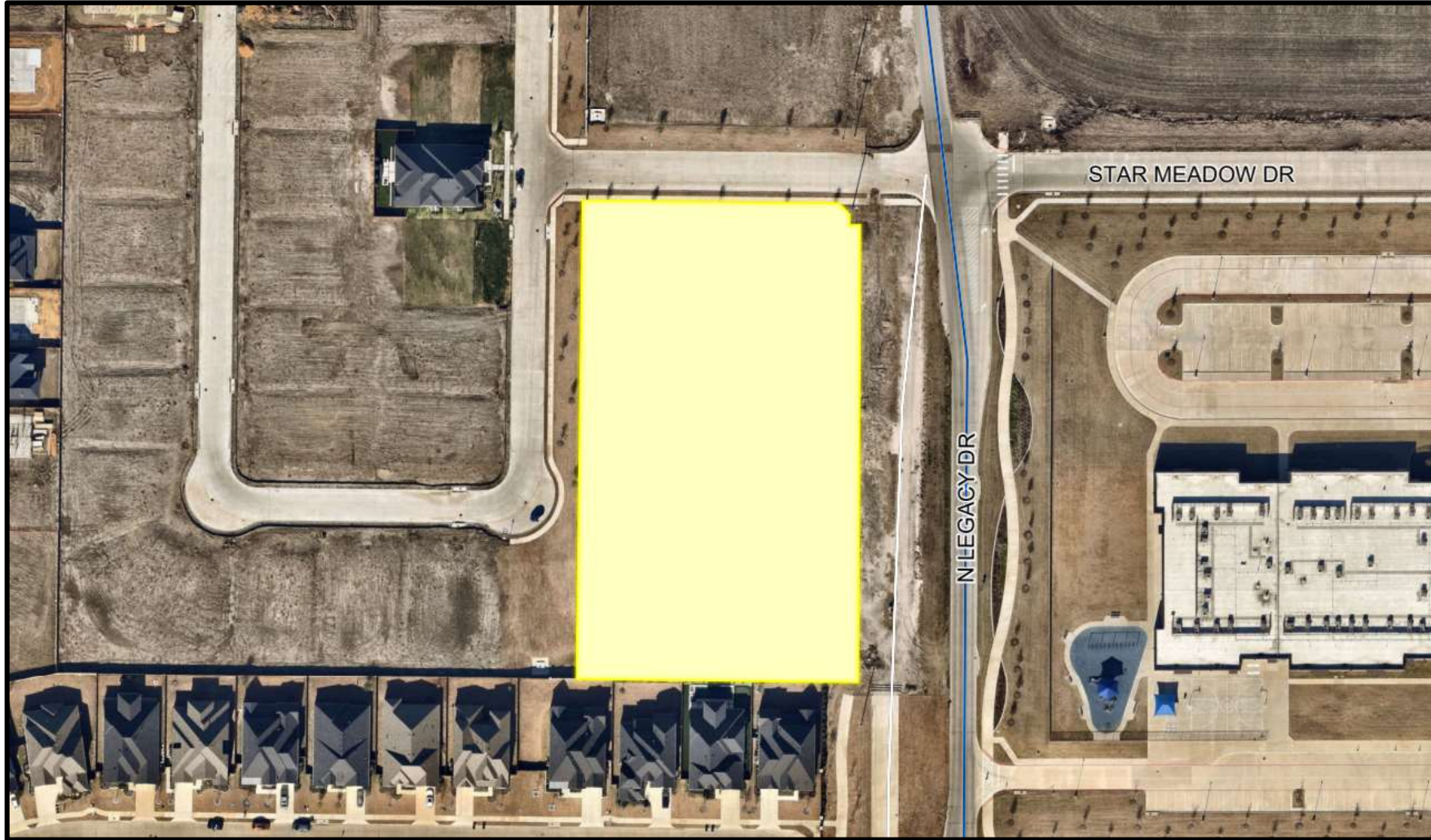
- Construct a restaurant/retail building and a medical office/retail building totaling 28,400 square feet and associated parking.
  - Lot 1R: Restaurant/Retail Building (14,200 SF)
  - Lot 2: Medical Office/Retail Building (14,200 SF)

## History:

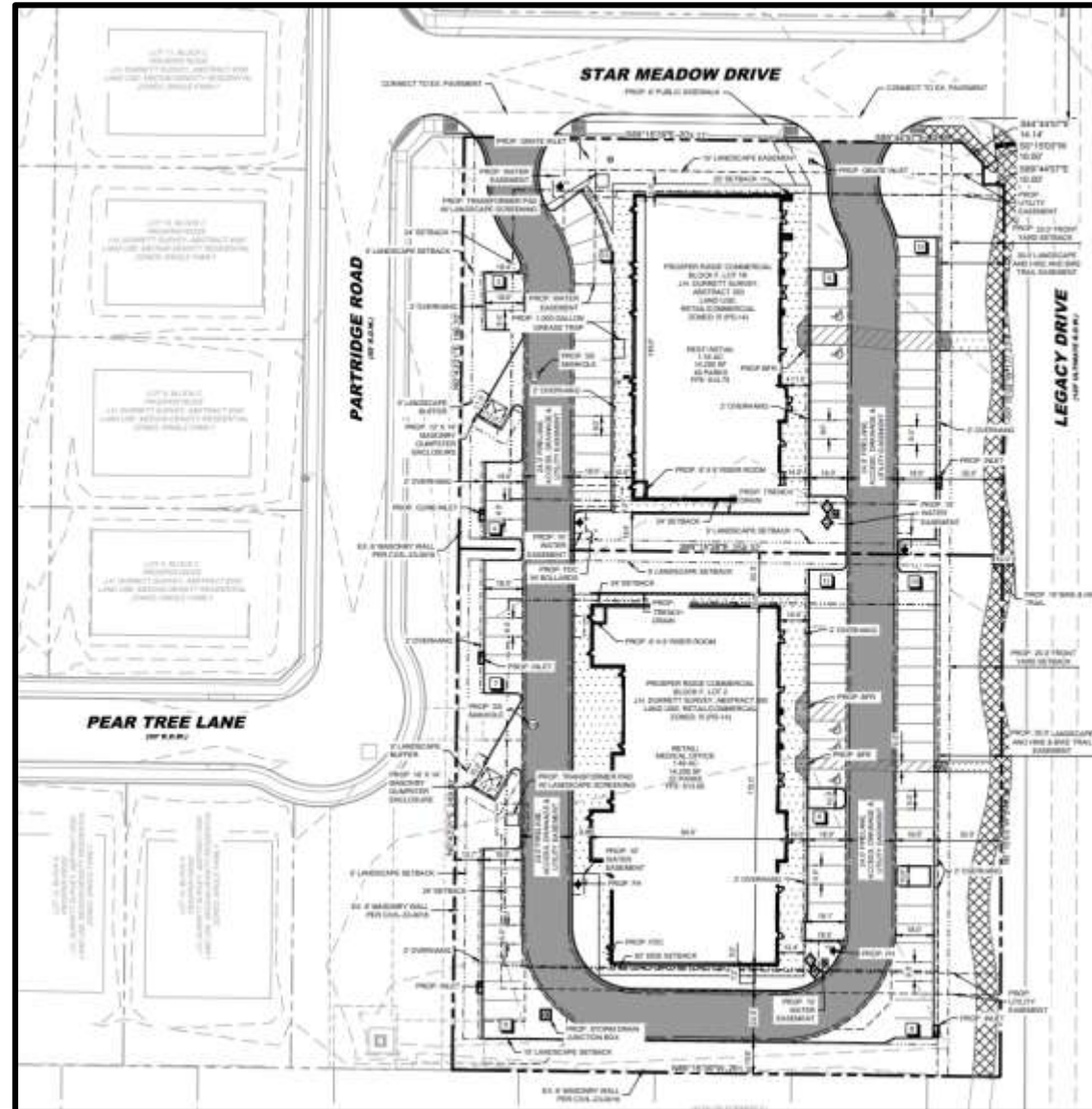
- A Preliminary Site Plan (DEVAPP-24-0083) was approved by the Commission on January 21, 2025.

## Recommendation:

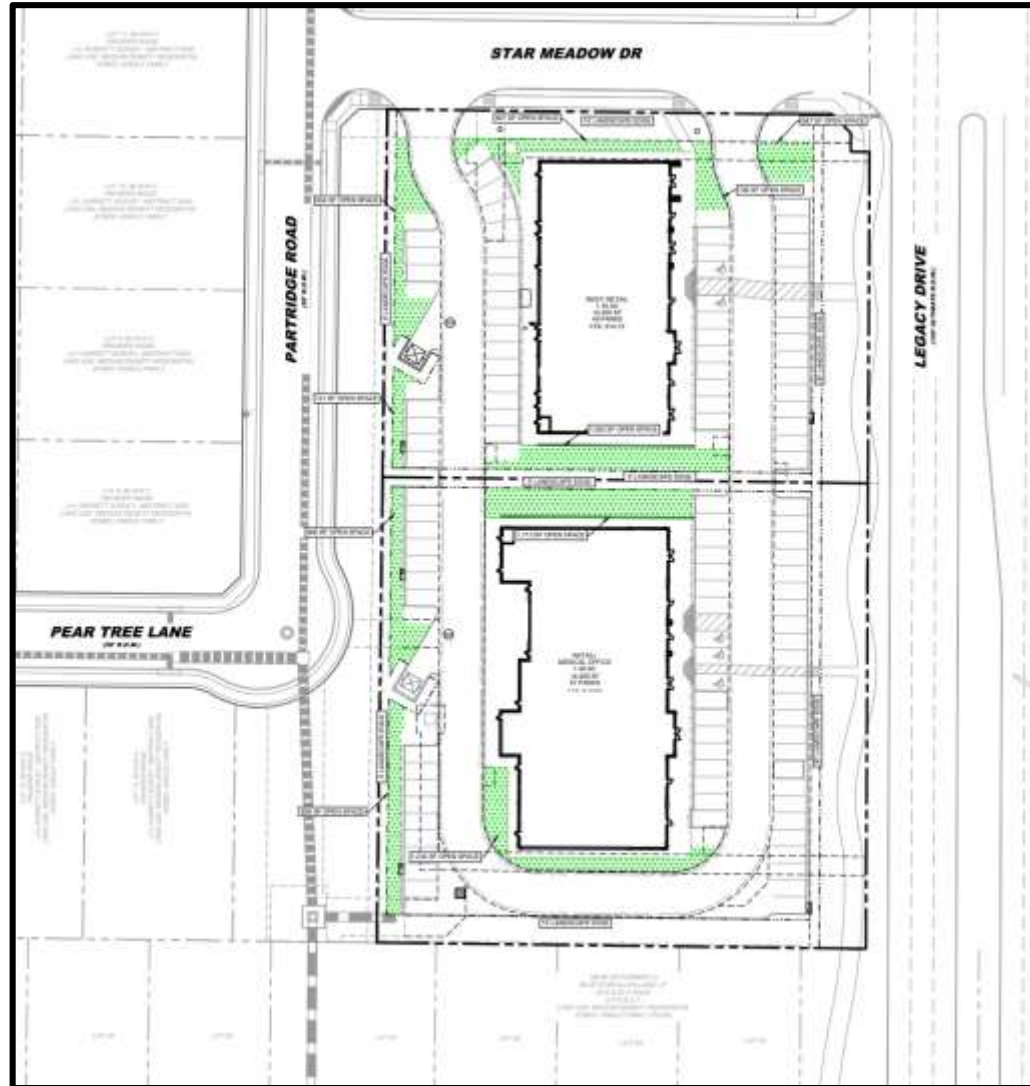
- Town Staff recommends approval of the Site Plan.



Site Plan



### Open Space Plan







## PLANNING

**To: Mayor and Town Council**

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

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

**Re: Specific Use Permit for Full-Service/Extended-Stay Hotel**

**Town Council Meeting – May 19, 2026**

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

---

**Agenda Item:**

Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit for a Full-Service/Extended-Stay Hotel on MSW Prosper 380 Addition, Block A, Lot 1, on 5.9± acres, located on the east side of Mahard Parkway and 480± feet south of Prairie Drive. (ZONE-25-0008)

**Description of Agenda Item:**

The purpose of this request is to obtain a Specific Use Permit to construct a 37,753 square foot full-service/extended-stay hotel.

**Background:**

The Planning and Zoning Commission unanimously recommended denial of this item (6-0) at their meeting on March 25, 2026. The item was then heard by the Town Council at their meeting on April 28, 2026. During this hearing, the applicant provided additional information to the Council that was not provided to the Commission. Therefore, the Council remanded the item back to the Planning and Zoning Commission so the item could be heard with all pertinent information. The item was then reheard by the Planning and Zoning Commission at their meeting on May 5, 2026, and recommended for approval by a vote of 4-1.

**Future Land Use Plan:**

The Future Land Use Plan recommends the Dallas North Tollway District.

**Dallas North Tollway Vision Plan:**

This property is located within US 380 Gateway subdistrict. In this subdistrict, the area from the east side of Mahard Parkway to Dallas Parkway is designated as the Medical District. The Medical District is intended to focus on health science, research and related employment, and uses positioned to support the employees and visitors of the district. Office and hotel uses have been identified as uses compatible with this area.

**Zoning:**

The property is zoned Planned Development-47 (Commercial Corridor).

**Compatibility:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Planned Development-47 (Commercial Corridor)	Vacant	Dallas North Tollway District
<b>North</b>	Planned Development-47 (Commercial Corridor)	Vacant	Dallas North Tollway District
<b>East</b>	Planned Development-47 (Commercial Corridor)	Vacant	Dallas North Tollway District
<b>South</b>	Planned Development-47 (Commercial Corridor)	Hospital (Encompass Health)	Dallas North Tollway District
<b>West</b>	Planned Development-101 (Office)	Hotel (Holiday Inn)	US Highway 380 District

**Hotel Standards:**

Per Planned Development-47, hotels are permitted provided they comply with the conditional standards listed in the Town’s Zoning Ordinance. Full-service hotels are permitted by right; however, extended-stay hotels require the approval of a Specific Use Permit.

**Full-Service Hotels:**

The conditional standards for full-service hotels are listed below. The applicant has met these standards.

- Amenities (Min. of Four) – **The amenities being provided have been bolded.**
  - **Fitness Center/Weight Room**
  - **Game Room**
  - **Indoor/Outdoor Pool**
  - Jogging Trail
  - **Playground**
  - Sauna/Spa
  - **Sports Court**
- Event/Meeting Space (Min. of 10,000 SF)
- Full-Service Restaurant

**Extended-Stay Hotels:**

The conditional standards for extended-stay hotels are listed below. The applicant has met these standards except for the requirement of being located along either Dallas Parkway, Preston Road, or University Drive. However, Town Staff believes that the hotel can be located along Mahard Parkway since it is also part full-service instead of a stand-alone extended-stay hotel.

- Amenities (Min. of Five) – **The amenities being provided have been bolded.**
  - **Conference Room (Min. of 1,000 SF)**
  - **Fitness Center/Weight Room**
  - **Game Room**
  - **Indoor/Outdoor Pool**
  - Jogging Trail
  - **Playground**

- Sauna/Spa
  - **Sports Court**
- Location
    - Dallas Parkway
    - Preston Road
    - University Drive
  - Open Space (Min. of 15%)
  - Restaurant
  - Setbacks (100 Feet from Residential)

**Specific Use Permit Criteria:**

The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of an SUP request.

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
  - *Yes, the use is harmonious and compatible with its surrounding existing uses and proposed uses because there is one existing hotel and one future hotel on the west side of Mahard Parkway.*
2. *Are the activities requested by the applicant normally associated with the requested use?*
  - *Yes, an extended-stay hotel may be permitted in the area, per the Planned Development. Per the Town's Zoning Ordinance, they must meet the conditional development standards which have been met in combination with the full-service component.*
3. *Is the nature of the use reasonable?*
  - *Yes, the nature of the use is reasonable as it is a permitted use in the zoning for the area.*
4. *Has any impact on the surrounding area been mitigated?*

*Yes, the impact on the surrounding area has been mitigated as the applicant has complied with the conditional development standards for both a full-service hotel and extended-stay hotel.*

**Thoroughfare Plan:**

This property has access to Mahard Parkway.

**Parks Master Plan:**

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

**Notification:**

Notification was provided as required by the Zoning Ordinance and state law. Staff has not received any response to the proposed zoning request to date.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Attached Documents:**

1. Aerial Map
2. Zoning Map
3. Exhibit A-1 – Written Metes and Bounds
4. Exhibit A-2 – Boundary Exhibit
5. Exhibit B – Site Plan
6. Exhibit C – Landscape Plan
7. Exhibit D – Elevations
8. PowerPoint Slides

**Town Staff Recommendation:**

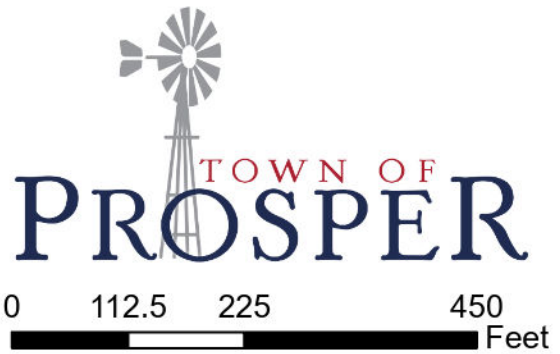
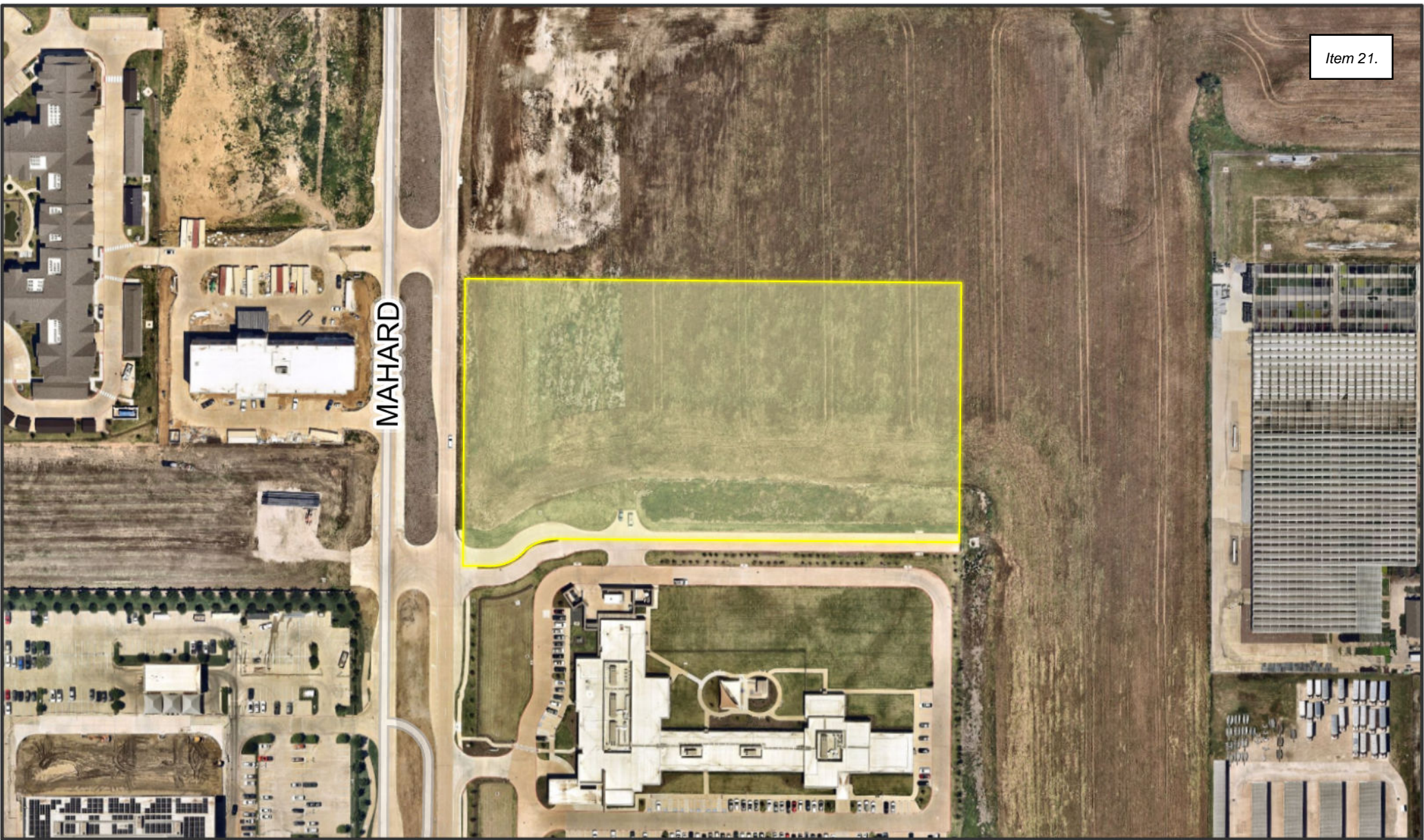
Town Staff recommend the Town Council approve the request for a Specific Use Permit for a Full-Service/Extended-Stay Hotel on MSW Prosper 380 Addition, Block A, Lot 1, on 5.9± acres, located on the east side of Mahard Parkway and 480± feet south of Prairie Drive. Additionally, Town Staff recommend the Specific Use Permit be conditioned upon the Hilton Hotel flag being maintained. If any change to that situation occurs, the owner will need to apply for a new Specific Use Permit.

**Planning and Zoning Commission Recommendation:**

The Planning and Zoning Commission recommended approval of this item by a vote of 4-1 at their meeting on May 5, 2026. Commissioner Hamilton voted in opposition to this item due to concerns regarding approval of the hotel potentially hindering the ability to attract full-service hotels in the future.

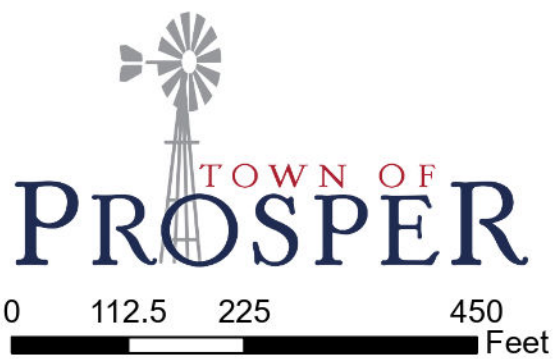
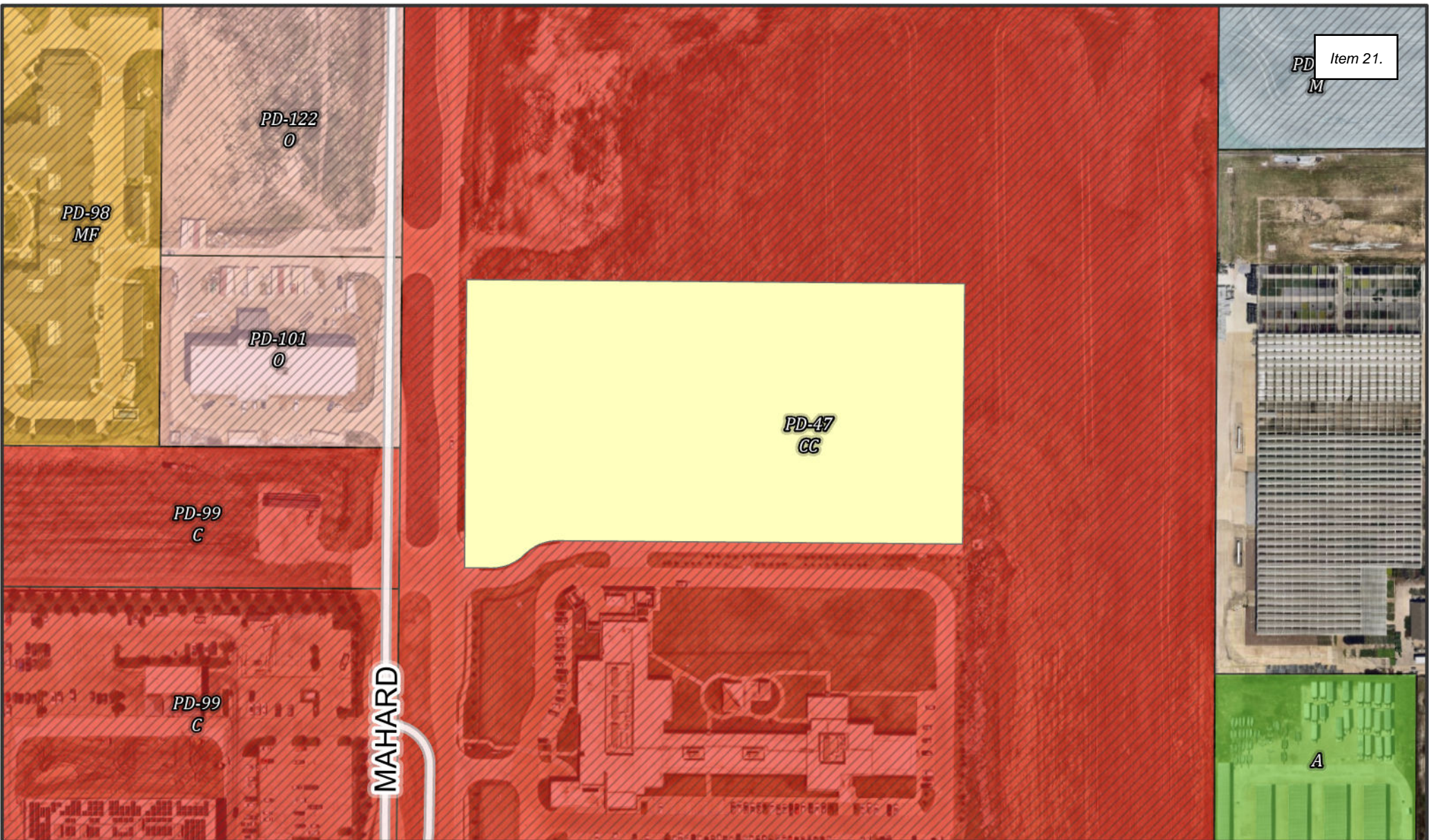
**Proposed Motion:**

I move to approve/deny the request for a Specific Use Permit for a Full-Service/Extended-Stay Hotel on MSW Prosper 380 Addition, Block A, Lot 1, on 5.9± acres, located on the east side of Mahard Parkway and 480± feet south of Prairie Drive.



This map for illustration purposes only

**ZONE-25-0008**  
 Parmar Addition, Block  
 A, Lot 1- Hilton Garden



This map for illustration purposes only

**ZONE-25-0008**  
 Parmar Addition, Block  
 A, Lot 1- Hilton Garden

ZONE-25-0008  
EXHIBIT A-1: WRITTEN METES AND BOUNDS

WHEREAS, PEACH TREE GROUP OF INVESTMENT INC. is the sole owner of a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of those certain tracts of land conveyed to Peach Tree Group of Investment Inc., a Texas corporation, by Special Warranty Deed recorded in Instrument Number 20220329000498590, Official Public Records, Collin County, Texas, Correction Special Warranty Deed recorded in Instrument Number 2022000101825, Official Public Records, Collin County, Texas, Special Warranty Deed recorded in Instrument Number 2022000072416, Official Public Records, Collin County, Texas, and Special Warranty Deed recorded in Instrument Number 20220000152235, Official Public Records, Collin County, Texas, and being all of Block A, Lot 1, MSW Prosper 380 Addition, an addition to the Town of Prosper, by plat recorded in Instrument Number 2023-837, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the southeast corner of said Lot 1, same being the northeast corner of Lot 2, Block A, MSW of MSW Prosper 380 Addition, an addition to the Town of Prosper, by plat recorded in Instrument Number 2023-839, Official Public Records, Collin County, Texas, same being in the west line of Lot 3, said Block A of MSW Prosper 380 Addition (Instrument Number 2023-837);

THENCE along the common line of said Lot 1 and said Lot 2 as follows:

North 89 deg. 33 min. 00 sec. West, a distance of 567.07 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the beginning of a curve to the left having a radius of 65.00 feet, a delta angle of 45 deg. 32 min. 43 sec., and a chord bearing and distance of South 67 deg. 40 min. 39 sec. West, 50.32 feet;

In a southwesterly direction, and along said curve to the left, an arc distance of 51.67 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the beginning of a reverse curve to the right having a radius of 65.00 feet, a delta angle of 45 deg. 01 min. 37 sec., and a chord bearing and distance of South 67 deg. 25 min. 06 sec. West, 49.78 feet;

In a southwesterly direction, and along said reverse curve to the right, an arc distance of 51.08 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the end of said curve;

North 89 deg. 33 min. 13 sec. West, a distance of 38.23 feet to an 'X' cut found in concrete for the southwest corner of said Lot 1, same being the northwest corner of said Lot 2, same being in the east right-of-way line of Mahard Parkway (a 130 foot right-of-way);

THENCE North 00 deg. 26 min. 47 sec. East, along the common line of said Lot 1 and the east right-of-way line of said Mahard Parkway, a distance of 403.95 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the northwest corner of said Lot 1, same being the most westerly southwest corner of aforesaid Lot 3;

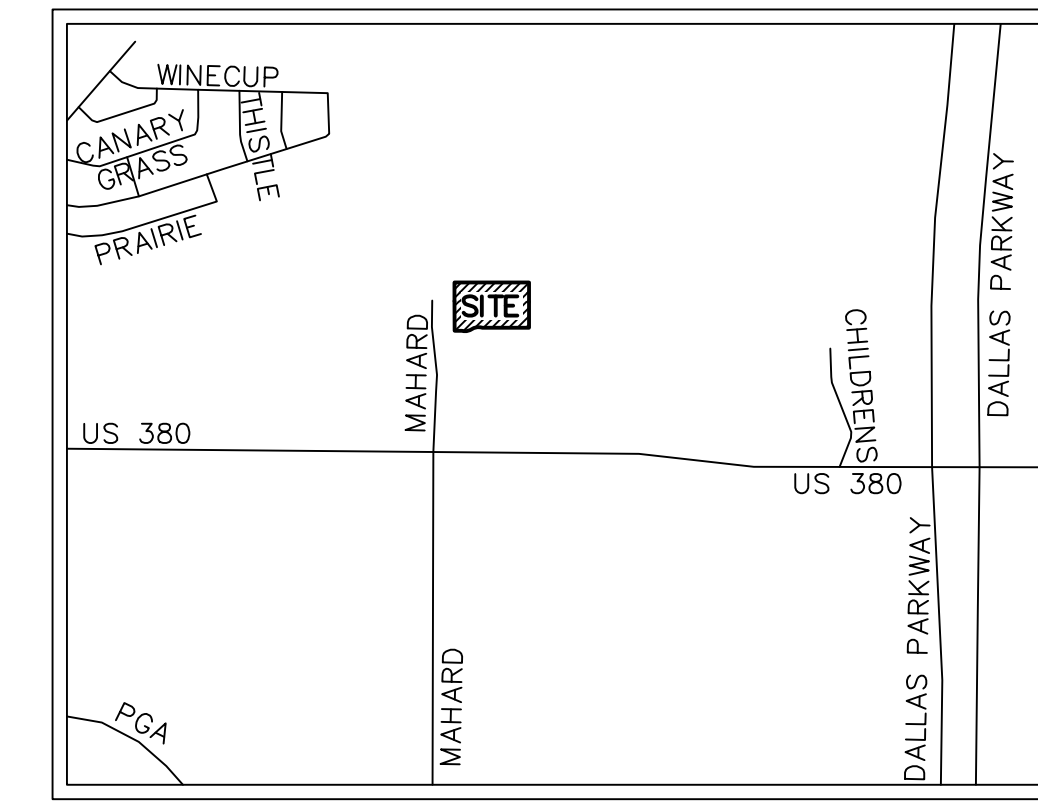
THENCE South 89 deg. 33 min. 00 sec. East, along the common line of said Lot 1, and said Lot 3, a distance of 697.52 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the northeast corner of said Lot 1, same being in internal corner of said Lot 3;

THENCE South 00 deg. 27 min. 00 sec. West, continuing along the common line of said Lot 1, and said Lot 3, a distance of 365.00 feet to the POINT OF BEGINNING and containing 257,863 square feet or 5.920 acres of computed land, more or less.



Timothy R. Mankin  
Registered Professional Land Surveyor No. 6122

VICINITY MAP  
N.T.S.



PROPERTY LEGAL DESCRIPTION

WHEREAS, PEACH TREE GROUP OF INVESTMENT INC. is the sole owner of a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of those certain tracts of land conveyed to Peach Tree Group of Investment Inc., a Texas corporation, by Special Warranty Deed recorded in Instrument Number 20220329000498590, Official Public Records, Collin County, Texas, Correction Special Warranty Deed recorded in Instrument Number 202200101825, Official Public Records, Collin County, Texas, Special Warranty Deed recorded in Instrument Number 202200072416, Official Public Records, Collin County, Texas, and Special Warranty Deed recorded in Instrument Number 2022000152235, Official Public Records, Collin County, Texas, and being all of Block A, Lot 1, MSW Prosper 380 Addition, an addition to the Town of Prosper, by plat recorded in Instrument Number 2023-837, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the southeast corner of said Lot 1, same being the northeast corner of Lot 2, Block A, MSW Prosper 380 Addition, an addition to the Town of Prosper, by plat recorded in Instrument Number 2023-839, Official Public Records, Collin County, Texas, same being in the west line of Lot 3, said Block A of MSW Prosper 380 Addition (Instrument Number 2023-837);

THENCE along the common line of said Lot 1 and said Lot 2 as follows:

North 89 deg. 33 min. 00 sec. West, a distance of 567.07 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the beginning of a curve to the left having a radius of 65.00 feet, a delta angle of 45 deg. 32 min. 43 sec., and a chord bearing and distance of South 67 deg. 40 min. 39 sec. West, 50.32 feet;

In a southwesterly direction, and along said curve to the left, an arc distance of 51.67 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the beginning of a reverse curve to the right having a radius of 65.00 feet, a delta angle of 45 deg. 01 min. 37 sec., and a chord bearing and distance of South 67 deg. 25 min. 06 sec. West, 49.78 feet;

In a southwesterly direction, and along said reverse curve to the right, an arc distance of 51.08 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the end of said curve;

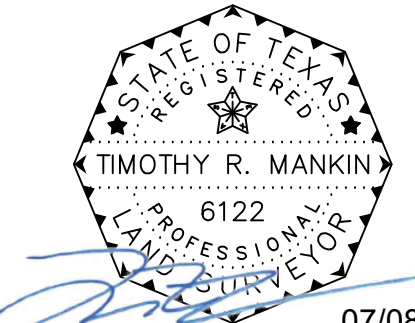
North 89 deg. 33 min. 13 sec. West, a distance of 38.23 feet to an 'X' cut found in concrete for the southwest corner of said Lot 1, same being the northwest corner of said Lot 2, same being in the east right-of-way line of Mahard Parkway (a 130 foot right-of-way);

THENCE North 00 deg. 26 min. 47 sec. East, along the common line of said Lot 1 and the east right-of-way line of said Mahard Parkway, a distance of 403.95 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the northwest corner of said Lot 1, same being the most westerly southwest corner of aforesaid Lot 3;

THENCE South 89 deg. 33 min. 00 sec. East, along the common line of said Lot 1, and said Lot 3, a distance of 697.52 feet to a 1/2 inch iron rod with red "Peiser & Mankin" cap found (previously set) for the northeast corner of said Lot 1, same being in internal corner of said Lot 3;

THENCE South 00 deg. 27 min. 00 sec. West, continuing along the common line of said Lot 1, and said Lot 3, a distance of 365.00 feet to the POINT OF BEGINNING and containing 257,863 square feet or 5.920 acres of computed land, more or less.

NOTE: This document was prepared under 22 TAC §663.21, and is not to be used to convey or establish interests in the real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Timothy R. Mankin  
Registered Professional Land Surveyor No. 6122

ZONE-25-0008

EXHIBIT A-2: BOUNDARY EXHIBIT  
MSW PROSPER 380 ADDITION  
BLOCK A, LOT 1  
BEING 5.920 ACRES OUT OF THE COLLIN COUNTY  
SCHOOL LAND #112, ABSTRACT NO. 147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
MARCH 2024

JOB NO.: 22-0105_ZE	DATE: 7/8/2025	FIELD DATE: 2/11/2025	SCALE: 1" = 40'	FIELD: J.D.H.	DRAWN: J.M.N.	CHECKED: T.R.M.	PEISER & MANKIN SURVEYING, LLC www.peisersurveying.com	1612 HART STREET SUITE 201 SOUTHLAKE, TEXAS 76092 817-481-1806 (O)	COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE	1 OF 1
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LEGEND	
---	INSTR. NO. - INSTRUMENT NUMBER
---	VOL. - VOLUME
---	P.G. - PAGE
---	RCRIF - IRON ROD FOUND WITH RED CAP
---	IRS - IRON ROD SET W/ "PEISER & MANKIN SURV" RED PLASTIC CAP

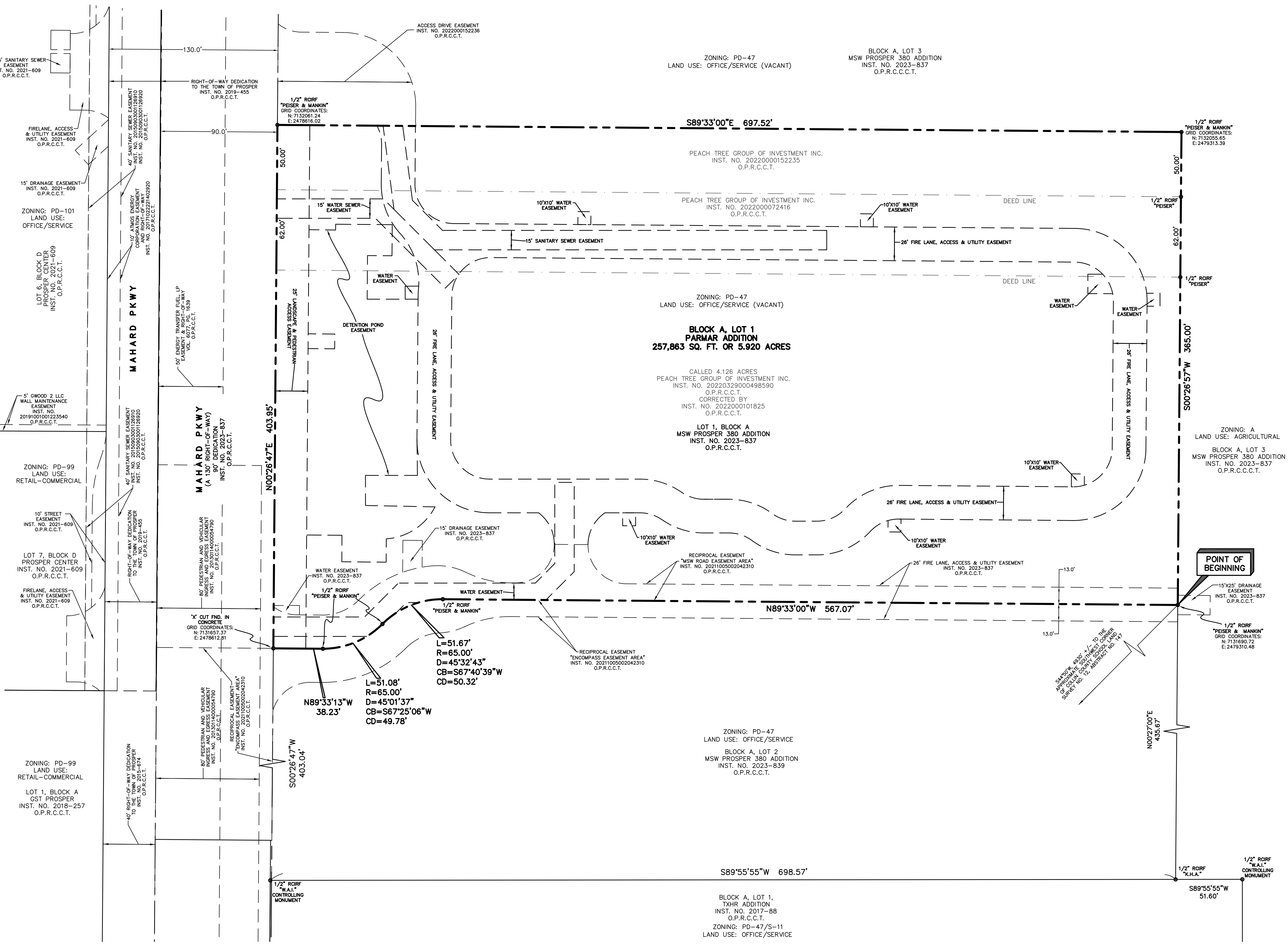
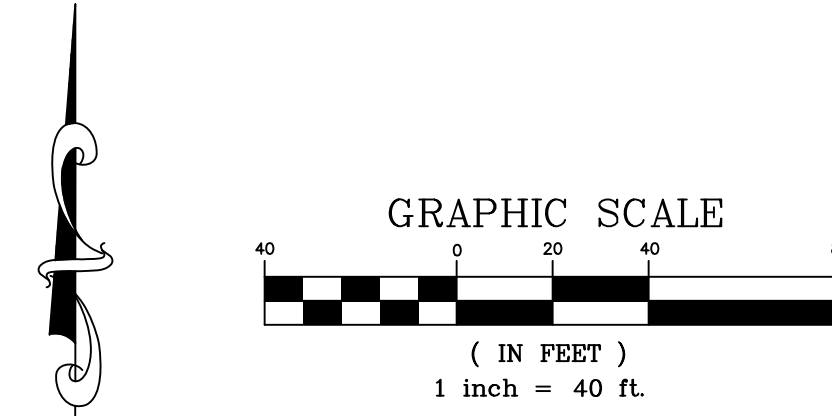
LINETYPE TABLE	
---	BOUNDARY LINE
---	ADJOINER LINE
---	EASEMENT LINE
---	BUILDING LINE
---	STREET CENTERLINE
---	630' - CONTOUR LINE

ENGINEER:  
ANIL RAM  
ADR-DESIGNS LLC  
601 SADDLE HILL DR  
GRAND PRAIRIE, TX 75050  
972-262-1333  
ADRDESIGNSLLC@ADRDESIGNS.COM

OWNER:  
PEACH TREE GROUP OF INVESTMENT INC  
WILSON PARMAR  
1043 ELK MOUND DRIVE  
FRISCO, TEXAS 75033  
620-253-0286  
PARMARWS@GMAIL.COM

- NOTES:
- Basis of Bearing - Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202; NAD83 (2011) Epoch 2010) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) Methods. An average Combination Factor of 1.0001485 was used to scale grid coordinates and distances to surface.
  - Basis of Elevations - Elevations shown hereon refer to North American Vertical Datum of 1988 (NAVD88), as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) Methods.
  - Notice: Selling a portion of this addition by metes and bounds is a violation of Town Ordinance and state law and is subject to fines and withholding of utilities and building permits.
  - No 100-year floodplain exists on the site.
  - The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of Final Plat.
  - Property is subject to Reciprocal Easement and temporary Construction Easement Agreement filed in Instrument Number 20020329000498600, Official Public Records, Collin County, Texas, and Second Amendment to Reciprocal Easement and Temporary Construction Easement Agreement filed in Instrument Number 2022000152236, said Official Public Records.

FLOOD CERTIFICATE  
As determined by the FLOOD INSURANCE RATE MAPS for Collin County, the subject property Does Not appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 6/2/2009 Community Panel No. 48085C0230J subject lot is located in Zone 'X'. If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.



BUILDING BREAKDOWN INFORMATION:

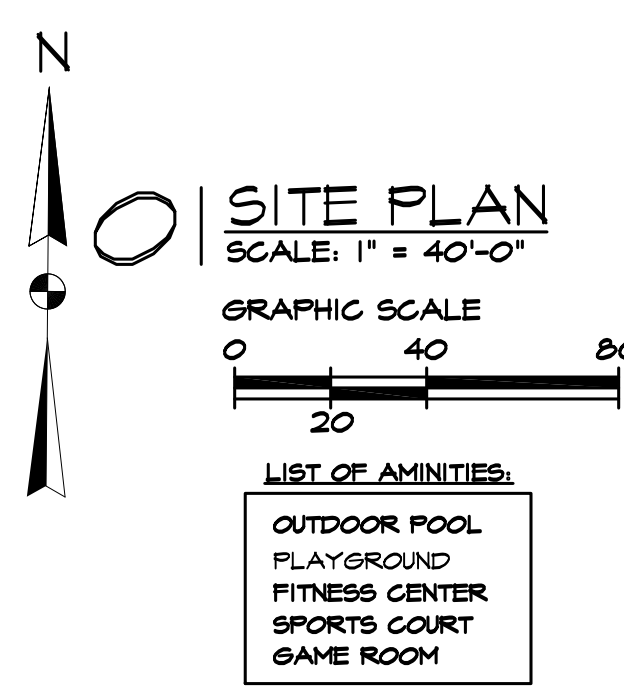
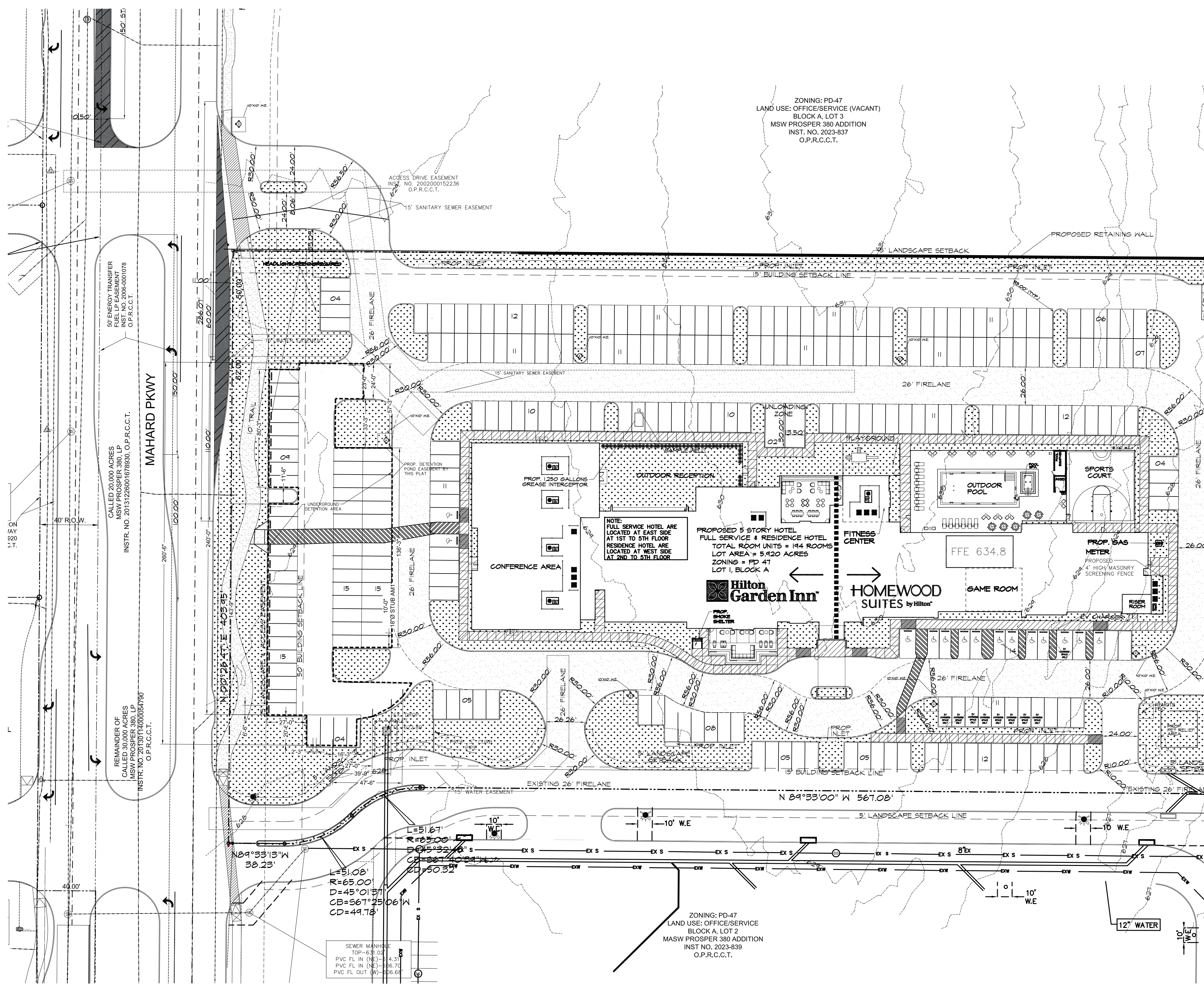
FLOOR LEVEL	HILTON GARDEN INN							HOMEWOOD SUITES					BUILDING FLOOR AREA (SQ. FT.)				
	KING ROOM	H/V KING ROOM	ADA KING ROOM	DQ ROOM	H/V DQ ROOM	ADA DQ ROOM	TOTAL NO. OF ROOMS	KING STUDIO SUITE	H/V KING STUDIO SUITE	DQ STUDIO SUITE	ADA KING STUDIO SUITE	EFFICIENCY SUITE		H/V EFFICIENCY SUITE	ADA KING SUITE	EXTENDED DQ STUDIO SUITE	TOTAL NO. OF ROOMS
FIRST								2				3		1		6	31,153.0 S.F.
SECOND	11	1	1	10	1	1	25	5	1	5	1	8	1		1	22	24,232.0 S.F.
THIRD	11	1	1	10	1	1	25	5	1	5	1	8	1		1	22	24,232.0 S.F.
FOURTH	11	1	1	10	1	1	25	5	1	5	1	8	1		1	22	24,232.0 S.F.
FIFTH	11	1	1	10	1	1	25	5	1	5	1	8	1		1	22	24,232.0 S.F.
TOTAL	44	4	4	40	4	4	100	22	4	20	4	35	4	1	4	94	134,681.0 S.F.

TOWN OF PROSPER GENERAL SITE PLAN NOTES

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
- OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS\*, AND DETENTION POND.\*

FIRE VARIANCE NUMBER: FIRE 25-0103

- THE BUILDING WILL BE INSTALLED WITH NFPA 13 FIRE SPRINKLER SYSTEM.
- THE BUILDING WILL BE EQUIPPED WITH A FIRE ALARM SYSTEM.
- WEST AND EAST STAIRWELLS WILL HAVE STANDPIPE CONNECTIONS AT EACH LANDING.
- THE WEST AND EAST STAIRWELL WILL TERMINATE AT ROOF LEVEL FOR ROOF ACCESS.
- THE STANDPIPES WILL CONTINUE TO ROOF LEVEL, 2 FDC PORTS WILL BE AVAILABLE AT ROOF LEVEL.
- ALL LUMBER USED WITHIN 2 FT OF THE BUILDING PERIMETER SHALL BE (FRT LUMBER) FIRE RETARDANT - TREATED.



**PARKING REQUIREMENTS:**

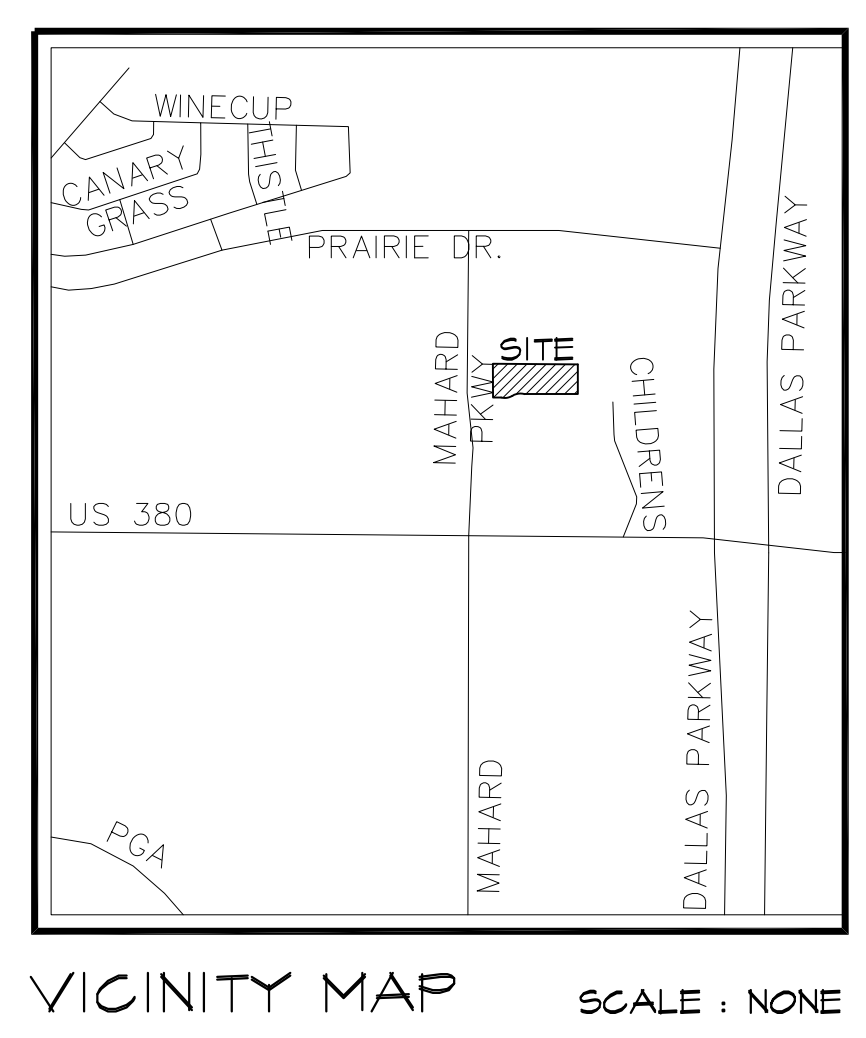
ZONING: PD 47	PROPOSED 5 STORY DUAL BRAND HOTEL (RESIDENCE HOTEL + FULL SERVICE HOTEL) (HILTON GARDEN INN AND HOMEWOOD SUITES)
LOT AREA	5.920 ACRES
TOTAL BLDG. AREA	134,681.0 S.F.
PARKING REQUIRED	1 SP/ ROOM (144 ROOMS) WITH 10,000.0 S.F. CONFERENCE CENTER (1 SP/200 S.F.) RESTAURANT AREA (12,450.56 S.F.) = 275 PARKING SPACES
PARKING FURNISHED	308 SPACES
HG PARKING REQUIRED	15 PARKING SPACES
HG PARKING PROVIDED	14 PARKING SPACES

**SITE BENCHMARKS**

	AREA	PERCENTAGE TO OPEN SPACE REQUIREMENT
BM1/4" CUT SET ON SEC. OF SIDEWALK, WEST SIDE OF MAHARD SIX INTERSECTION OF MAHARD AND PRAIRIE DRIVE ELEVATION = 624.01	5,782.0 S.F.	14.77%
OUTDOOR POOL	2,304.0 S.F.	5.44%
SPORTS COURT	3,966.0 S.F.	10.22%
OUTDOOR RECEPTION	2,243.0 S.F.	5.78%
OUTDOOR SITTING	24,455.0 S.F.	63.29%
OPEN SPACE		
<b>TOTAL</b>	<b>38,700.0</b>	<b>100%</b>

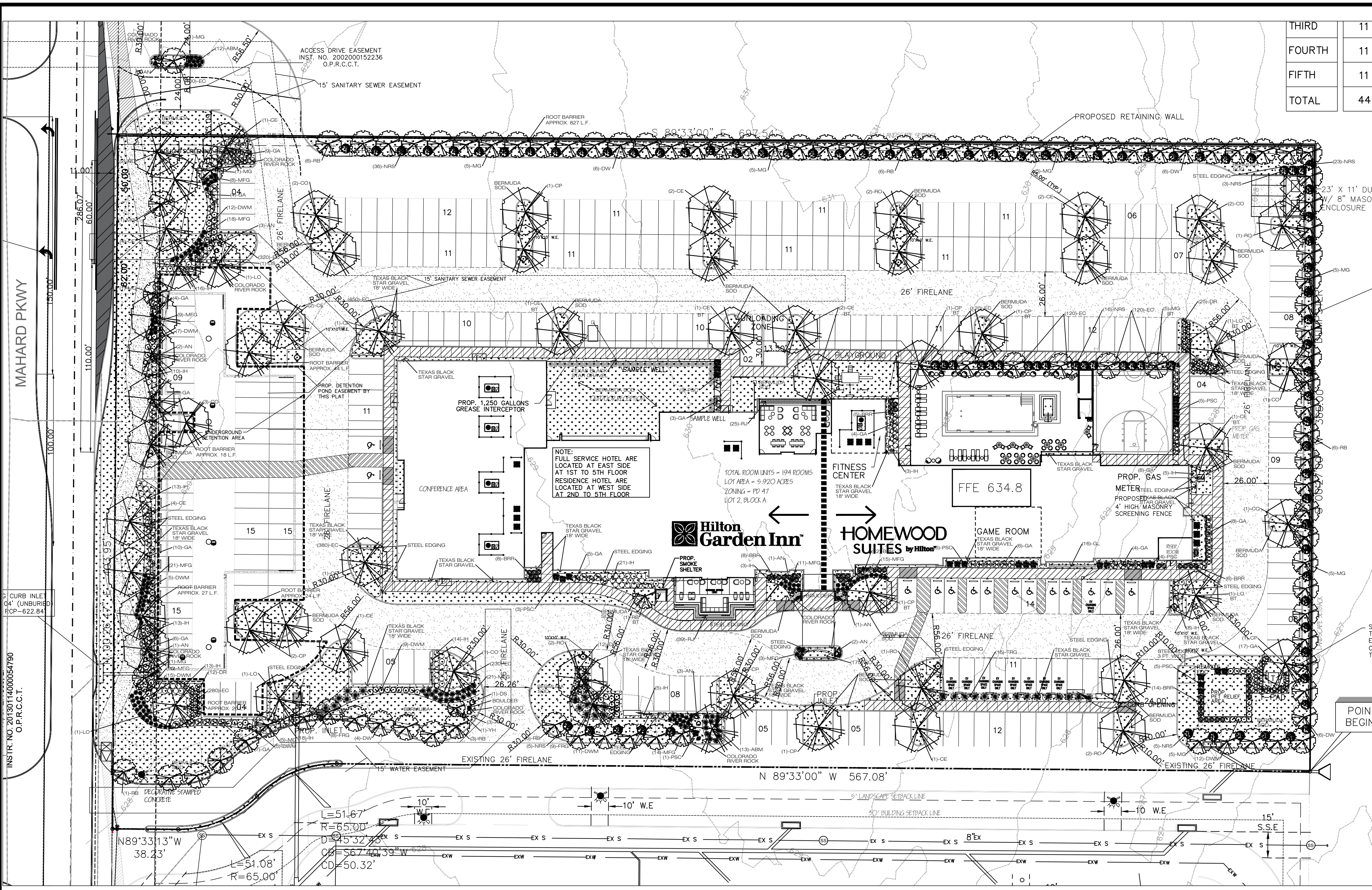
**LOT 1:**

BLOCK	ZONING	PROPOSED USE	LOT AREA (sq.ft.)	LOT AREA (ac.)	LOT COVERAGE %	BLDG. FOOTPRINT AREA (sq.ft.)	BLDG. AREA (sq.ft.)	BLDG. HT. (ft.)	FLOOR AREA RATIO	TOTAL PARKING REQUIRED	TOTAL PARKING PROVIDED	HANDICAP PARKING REQUIRED	HANDICAP PARKING PROVIDED	INTERIOR PARKING LANDSCAPING REQUIRED (S.F.)	INTERIOR PARKING LANDSCAPING PROVIDED (S.F.)	OPEN SPACE REQUIRED (5% OF LOT AREA) (S.F.)	OPEN SPACE PROVIDED (S.F.)
A	PD 47	RESIDENCE INN AND FULL SERVICE HOTEL	251,875.0	5.92	14.6%	31,753.0	134,681.0	12'-4.50"	0.521	1 SP/ ROOM (144 ROOMS) WITH 10,000.0 S.F. CONFERENCE CENTER (1 SP/200 S.F.) RESTAURANT AREA (12,450.56 S.F.) TOTAL NUMBER REQUIRED = 275 SP	308 SP	13	14	3,350.0	10,160.0	15,000.0	38,700.0



OWNER/DEVELOPER: PEACH TREE GROUP OF INVESTMENT INC 1043 ELK HOUND DRIVE FRISCO, TX 75033 PHONE: 620 253 0266 EMAIL: ptreegroup@gmail.com	ARCHITECT: <b>ADR DESIGNS-LLC</b> TOTAL DESIGN MANAGERS 601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050 PHONE: 972-262-1333 FAX: 214-272-2887 E-MAIL: adrdesigns@aol.com POR: JOHN C. SARGENT						
ZONE-25-0008							
Exhibit B: (Site Plan)							
<table border="1"> <tr> <th>REVISION DATE</th> <th></th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		REVISION DATE					
REVISION DATE							
PARMAR ADDITION BLOCK A, LOT 1 FACILITY # HGI PROSPER 58965 MAHARD PARKWAY TOWN OF PROSPER, TEXAS DATE PREPARED: 09/30/24							
<b>HOMEWOOD SUITES</b> by Hilton®							
SHEET NUMBER							





THIRD	11
FOURTH	11
FIFTH	11
TOTAL	44

**PROSPER LANDSCAPE ORDINANCE**

LANDSCAPING REQUIREMENTS:  
Site: 257,875 sq. ft.

Perimeter Requirements:  
 \* Landscaped Area from property line to R.O.W.  
 Maynard Parkway: 30 ft. buffer @ 378 l.f. (1) tree every 30 ft. & (15) shrubs every 30 ft.  
 Trees Provided: 13  
 Shrubs Provided: 201  
 Landscape Area Provided: 5,640 s.f.

Non-residential development next to non-residential development  
 North Property Line - 5 ft. wide landscape area  
 Area Required: 5 ft.  
 Area Provided: 10 ft. 7 in.  
 East Property Line - 5 ft. wide landscape area  
 Area Required: 5 ft.  
 Area Provided: 5 ft.  
 South Property Line - 5 ft. wide landscape area  
 Area Required: N/A  
 Area Provided: N/A

\* Interior Parking Requirements:  
 15 s.f. of landscaping for each parking space @ 336 spaces & 1 tree per 10 spaces  
 Landscape Area Required: 3,330 s.f.  
 Landscape Area Provided: 10,760 s.f.  
 Trees Required: 34  
 Trees Provided: 41

Landscape Islands required at terminus of each parking row @ 22 terminuses  
 Parking Islands Required: 22  
 Parking Islands Provided: 24  
 One large tree within 150 ft. of every parking space is required

\* Building Landscaping:  
 Building larger than 100,000 s.f. @ 132,365 s.f. requires -  
 (1) Large tree or (5) ornamental trees/10,000 s.f. located within 30 ft. of building face  
 Trees Required: 13 (BT - BUILDING TREE)  
 Trees Provided: 12 large & 8 ornamental

\* Irrigation Requirements:  
 a. Irrigation lines shall be placed a min. of 2 1/2' from a town sidewalk.  
 b. Trees and shrubs shall be irrigated by bubblers only.  
 c. Rain/freeze and wind detectors shall be installed on all irrigation lines.

\* Median Planting Requirements:  
 N/A

\* Open Space Requirements:  
 257,875 s.f. @ 0.15%  
 Required: 38,681 s.f.  
 Provided: 38,700 s.f. or 15%

No existing trees on site  
 Headlight screening is provided along Maynard Parkway

**PLANT MATERIAL LIST**

KEY	QUANTITY	TREES DESCRIPTION	SIZE
RO	10	QUERCUS SHUMARDII RED OAK	3" CAL., MIN. 4' SPD., MIN. 10' HT.
LO	5	QUERCUS VIRGINIANA LIVE OAK	3" CAL., MIN. 4' SPD., MIN. 10' HT.
CE	20	ULMUS CRASSIFOLIA CEDAR ELM	3" CAL., MIN. 4' SPD., MIN. 10' HT.
CP	12	PISTACIA CHINENSIS CHINESE PISTACHE	3" CAL., MIN. 4' SPD., MIN. 10' HT.
CO	11	QUERCUS MUELENBURGII SPINKAPANE OAK	3" CAL., MIN. 4' SPD., MIN. 10' HT.
KEY	QUANTITY	ORNAMENTAL TREES DESCRIPTION	SIZE
DW	22	CHILOPSIS LINEARIS 'BUBBA' DESERT WILLOW	3" CAL., MIN. 6' HT., 3' SPD.
RB	30	CERCIS CANADENSIS 'OKLAHOMA' REDBUD	30 GAL., 8" HT., 3' SPREAD
MG	46	MAGNOLIA GRANDIFLORA 'LITTLE GEM' MAGNOLIA 'LITTLE GEM'	30 GAL., 8" HT., MIN. 3 CANES
YH	1	ILEX VOMITORIA 'FEMALE' YAUPON HOLLY	30 GAL., 8" HT., 3' SPREAD, MIN. 3 CANES
KEY	QUANTITY	SHRUBS DESCRIPTION	SIZE
DWM	76	MYRICA PUSILLA DF. WAX MYRTLE	7 GAL., MIN. 15" HT.
DR	49	ROSA X 'NOVAROSPOP' POPCORN DRIFT ROSE	5 GAL., MIN. 20" HT., 24" O.C.
GA	100	ABELIA GRANDIFLORA GLOSSY ABELIA	7 GAL., MIN. 36" HT., 36" O.C.
IH	160	RAPHIOLEPSIS INDICA 'PINK LADY' INDIAN HAWTHORN	5 GAL., MIN. 15" HT., 30" O.C.
AN	19	YUCCA FILAMENTOSA 'COLOR GUARD' ADAM'S NEEDLE	3 GAL., MIN. 15" HT., A.S.
BRR	53	BARBERRY THUNBERGII 'RED ROCKET' BARBERRY 'RED ROCKET'	5 GAL., MIN. 15" HT.
PSC	27	SCUTELLARIA SUFRUTESCENS PINK SKULLCAP	5 GAL., MIN. 15" HT.
NRS	88	ILEX X 'NELLIE R. STEVENS' NELLIE R. STEVENS HOLLY	20 GAL., 4" HT., 3' SPREAD
DS	2	DASYLIRON TEXANUM GREEN DESERT SPOON	10 GAL., MIN. 24" HT.
RJ	64	JUNIPERUS HORIZONTALIS 'WILTONII' RUG JUNIPER	3 GAL., MIN. 8" HT.
KEY	QUANTITY	GROUND COVER DESCRIPTION	SIZE
EC	2,120	EUONYMUS FORTUNEI 'COLORATUS' PINK WINTER CREEPER	4" POT, FULL PLANT 10" O.C.
GL	22	LIRIOPE GIGANTEA GIANT LIRIOPE	1 GAL, FULL PLANT
KEY	QUANTITY	ORNAMENTAL GRASSES DESCRIPTION	SIZE
ABM	25	MUHLENBERGIA CAPILLARIS 'REGAL MIST' MUHLY GULF GRASS	1 GAL., FULL PLANT 30" O.C.
FRG	32	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FOERSTER'S FEATHER REED GRASS	3 GAL., FULL PLANT 36" O.C.
MFG	120	NASSELLA TENUISSIMA MEXICAN FEATHER GRASS	1 GAL., FULL PLANT 16" O.C.
KEY	QUANTITY	ANNUAL COLOR DESCRIPTION	SIZE
SC	175	SEASONAL COLOR SELECTED BY OWNER	4" POT, FULL PLANT 8" O.C.

Town of Prosper landscape general notes

- Standard language and/or notations, as follows:
  - Plant material shall be measured and sized according to the latest edition of the American Standard for Nursery Stock (ANSI Z60.1).
  - All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
  - Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
  - Trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls, and all structures. Single-trunk trees shall have a single, straight leader, and all trees shall be full, with balanced canopy. Major damage to trunk(s), or branches, will be cause for denial.
  - All root flares shall be set at three (3) to four (4) inches above surrounding grade.
  - The tree pit shall be backfilled with native topsoil free of rock and other debris.
  - Burlap, twine, and wire baskets shall be severed and removed from the top of the root ball.
  - A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2" from the trunk of the tree.
  - No person(s) or entity may use improper or malicious maintenance or pruning techniques including, but not limited to: topping or other non symmetrical trimming of trees, damage from a backhoe, or use of fire or poison. Follow the American Standard for Nursery Stock (ANSI Z60.1) guidelines on pruning and maintenance.

- Topsoil shall be a minimum of eight (8) inches in depth in planting areas. Soil shall be free of stones, roots, and discs and any other foreign material that is not beneficial to plant growth.
- All plant beds shall be top-dressed with a minimum of three (3) inches of mulch.
- Trees overhanging walks and parking shall have a minimum clear branch height of seven (7) feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear branch height of fourteen (14) feet.
- A visibility triangle must be provided at all intersections, where shrubs are not to exceed thirty (30) inches in height, and trees shall have a minimum clear trunk height of nine (9) feet.
- Trees planted on a slope shall have the tree well at the average grade of the uphill slope.
- All areas of less than three (3) feet in width shall be grass, groundcover, or some type of Decorative river rock, pavers, or concrete.
- The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly at all times including, but not limited to, mowing, edging, pruning, fertilizing, watering, de-weeding, and trash removal.
- Plant material that is damaged, destroyed, or removed shall be replaced with Plants meeting minimum specifications per landscape plan. All turf/ground cover areas are to be established prior to receipt of Certificate of Occupancy, unless otherwise approved by the Town.
- An automatic irrigation system shall be provided to irrigate all landscape areas into streets, sidewalks, or alleys.
- No planting areas shall exceed 3:1 slope (3 ft Horizontal to 1 ft Vertical).
- Earthen berms shall not include construction debris.
- All walkways shall meet ADA and TAS requirements.
- Landscape installation must comply with approved landscape plans, and as-built plans submitted to Parks and Recreation, prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
- Final inspection and approval of screening walls, irrigation, and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances being accessible, adjusted to grade, and to the Town of Prosper Public Works Department standards.

IMPORTANT: MINIMUM STANDARDS FOR PLANTS, AS SET FORTH IN THE ZONING ORDINANCE AND APPROVED LANDSCAPE PLANS ARE TAKEN SERIOUSLY BY THE TOWN AND PARKS AND RECREATION. INSTALLING INFERIOR PLANTS WITHOUT WRITTEN APPROVAL FROM A PARKS REPRESENTATIVE MAY RESULT IN REJECTION OF SOME OR ALL PLANTS, THEREBY DELAYING RECEIPT OF A CERTIFICATE OF OCCUPANCY. ARCHITECTS AND LANDSCAPE CONTRACTORS ARE STRONGLY ENCOURAGED TO NOTIFY THE PARKS DEPARTMENT TO DISCUSS POSSIBLE DEFICIENCIES PRIOR TO INSTALLATION.

**LANDSCAPE PLAN**

SCALE: 1" = 30'-0"

TRUE NORTH

**Exhibit C: LANDSCAPE PLAN**

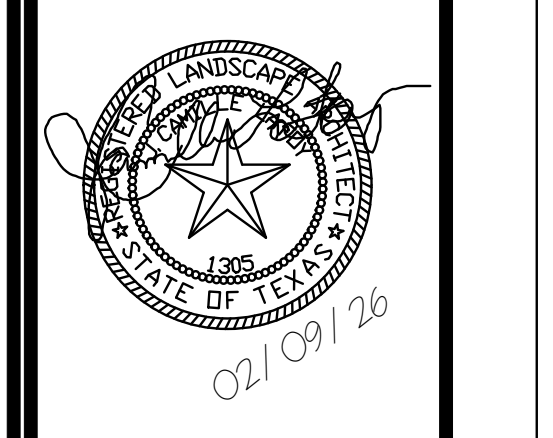
ZONE-25-008

PROJECT STATUS: CONST. DOC.  
 PROJECT MANAGER: DBR  
 DESIGN MANAGER: RCM  
 PROJECT DATE: 040922  
 REVISION DATE: 111825

PEACH TREE GROUP OF INVESTMENT INC  
 1043 ELK MOUND DRIVE  
 FRISCO, TX 75033  
 PHONE: 620 253 0286  
 EMAIL: parmarvs@gmail.com

JCL  
 J. CAMILLE LA FOY  
 LANDSCAPE ARCHITECTURE CONSULTING  
 1000 NORTH TEXAS ROAD  
 FORT WORTH, TEXAS 76104  
 PH: 817.342.9666

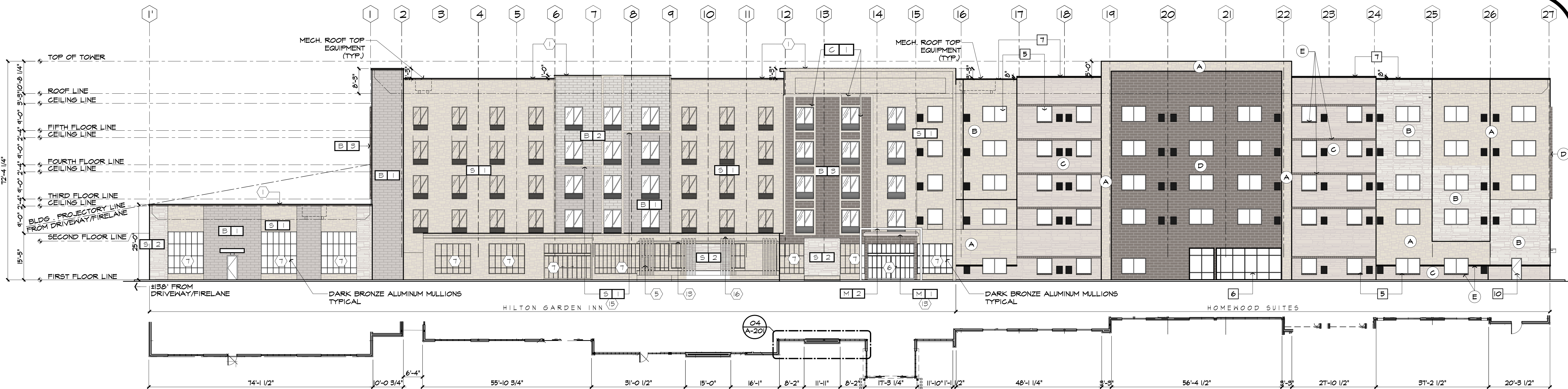
Hilton Garden Inn  
 HOMewood Suites by Hilton  
 FACILITY # HGI PROSPER 58965  
 MAHARD PARKWAY  
 PROSPER, TEXAS



ADR-DESIGNS-LLC  
 TOTAL DESIGN MANAGERS  
 601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050  
 PH: 972-262-1333 FAX: 214-272-2987  
 E-Mail: addressigns@addressigns.com  
 POR: JOHN C. SARGENT

JOB NUMBER: PTG - 22706

SHEET NUMBER  
**L1.01**



**FRONT (SOUTH) ELEVATION**  
SCALE: 1/16"=1'-0"

- WINDOW ARTICULATIONS:**
- DETAILED/PATTERNED MULLIONS
  - GLASS DEPTH FROM WALL, MIN. EIGHT INCHES
  - WATER TABLE IN LIEU OF FLOOR TO CEILING GLASS
  - ARTICULATED LINTEL (I.E. SOLDIER COURSE IN BRICK OR MATERIAL CHANGE EIFS OR CAST STONE WITH MIN. 1/2" PROJECTION)
  - ARTICULATED SILL (I.E. SOLDIER COURSE IN BRICK OR MATERIAL CHANGE EIFS OR CAST STONE WITH MIN. 1/2" PROJECTION)
  - CAST STONE SURROUNDS ON ENTIRE WINDOW

HILTON GARDEN INN	
<b>FINISH KEY:</b>	
S 1	STONE: - AUSTINE WHITE STONE
S 2	STONE: - CORONADO STONE PRO-LEDGE WHITE
B 1	BRICK VENEER: - CORONADO STONE WIRECUT BRICK GLACIER
B 2	BRICK VENEER: - CORONADO STONE WIRECUT BRICK ICEBERG
B 3	BRICK VENEER: - CORONADO STONE WIRECUT BRICK WOLF GREY
M 1	METAL: - METAL FINISH: - COLOR: BONE WHITE
M 2	METAL: - METAL FINISH: - COLOR: CITY SCAPE
C 1	STONE: - CAST STONE COLOR: WHITE

HOMWOOD SUITES	
<b>EXTERIOR MATERIAL LEGEND:</b>	
A	AUSTINE WHITE STONE
B	CORONADO STONE PRO-LEDGE WHITE
C	CORONADO STONE SAKTOOTH LEDGE SILVER ASH
D	CORONADO STONE WIRECUT BRICK WOLF GREY
E	WATER TABLE/SILL & LINTEL ROWLOCK BRICK CORONADO STONE WIRECUT BRICK WOLF GREY
<b>NOTE:</b> WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTION OF 10 PERCENT.	

**GENERAL NOTES:**

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ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM THE PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL MEET THE SPECIFICATIONS OF THE ZONING ORDINANCE.

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

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

MECHANICAL EQUIPMENT WILL BE 12 INCHES LOWER THAN THE PARAPET WALL AND WILL NOT BE VISIBLE FROM ADJACENT STREETS.

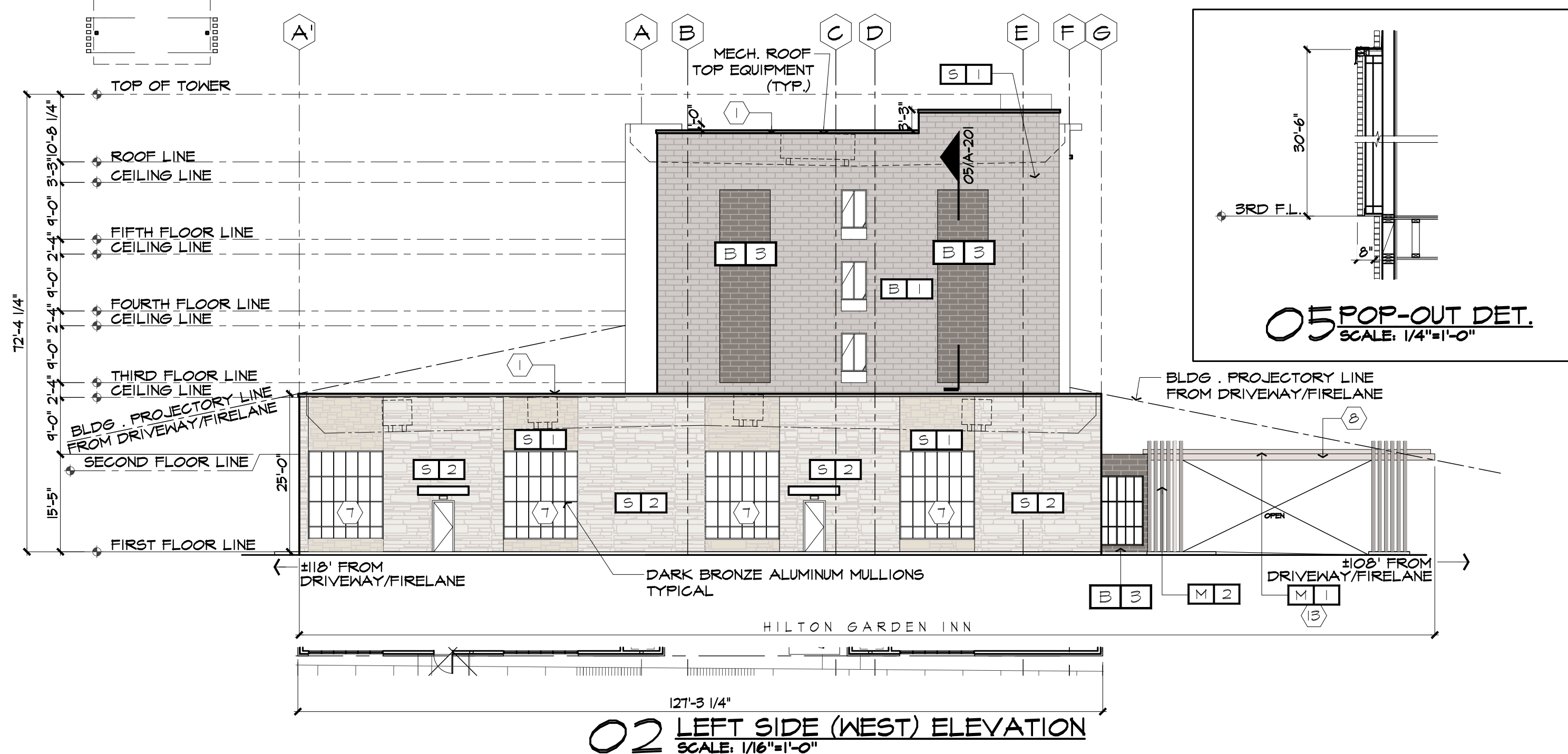
**FIRE PROTECTION NOTES:**

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IN CAVITIES OR HARD TO REACH SURFACES USE - 3M FIRE DAM SPRAY 200 OR APPROVED EQUAL.

- KEY NOTES:**
- 1 KYNAR FINISH ALUMINUM COPING/ GRAVEL STOP SYSTEM -- COLOR TO MATCH ADJACENT MATERIAL
  - 2 NOT USED
  - 3 GRADE LEVEL
  - 4 PRE-FINISHED ALUMINUM AND GLASS DOOR W/ SIDELITE
  - 5 PRE-FINISHED ALUMINUM AND GLASS DOOR
  - 6 PRE-FINISHED ALUMINUM SLIDING ENTRY DOOR W/ INSULATED GLAZING.
  - 7 PRE-FINISHED ALUMINUM AND GLASS STOREFRONT SYSTEM
  - 8 CLEARANCE SIGNAGE
  - 9 HOLLOW METAL INSULATED DOOR AND FRAME
  - 10 LIGHT FIXTURE
  - 11 REFER TO HILTON WORLDWIDE SIGNAGE FOR LETTER SIZES & SIGNAGE LOCATION -- PROVIDE 3/4" FRT PLND. BACKING FOR SIGNAGE MTG.
  - 12 ROOF EAVE, SOFFIT, FASCIA & CROWN TRIM -- FINISH TO MATCH ADJACENT MATERIAL.
  - 13 STEEL FRAME GATES W/STAINED WOOD SLATS -- PAINT STEEL TO MATCH.
  - 14 PRONOUNCED "ACCENT" LEDGE
  - 15 THRU-WALL OVERFLOW ROOF DRAIN DOWNSPOUT NOZZLE
  - 16 DRYER VENT LOWER

- KEY NOTES:**
- 1 EMERGENCY OVERFLOW ROOF SCUPPER
  - 2 NOT USED
  - 3 COORDINATE ELECTRICAL REQUIREMENTS FOR SIGNAGE
  - 4 ELEVATOR OVERRUN
  - 5 PRE-FINISHED ALUMINUM WINDOWS
  - 6 ALUMINUM STOREFRONT
  - 7 PARAPET
  - 8 AUTOMATIC SLIDING DOORS
  - 9 PORTE COCHERE CLEARANCE SIGN
  - 10 INSULATED HOLLOW METAL DOOR AND FRAME
  - 11 COVERED SECONDARY ENTRY
  - 12 EXTERIOR WALL SCENCE
  - 13 DRYER VENT



**02 LEFT SIDE (WEST) ELEVATION**  
SCALE: 1/16"=1'-0"

MATERIAL CALCULATIONS PERCENTAGES				
	FRONT (SOUTH)	LEFT SIDE (WEST)	REAR (NORTH)	RIGHT SIDE (EAST)
<b>MASONRY:</b>				
- BRICK	6,419 SQ. FT. (30%)	2,394 SQ. FT. (50%)	6,464 SQ. FT. (29%)	-
- STONE	15,421 SQ. FT. (70%)	1,774 SQ. FT. (50%)	15,618 SQ. FT. (71%)	3,912 SQ. FT. (100%)
<b>NET</b>	<b>21,840 SQ. FT. (100%)</b>	<b>2,407 SQ. FT. (100%)</b>	<b>22,082 SQ. FT. (100%)</b>	<b>3,912 SQ. FT. (100%)</b>
<b>DOORS &amp; WINDOWS:</b>				
- GLAZING	6,226 SQ. FT. (94%)	828 SQ. FT. (94%)	5,356 SQ. FT. (91%)	303 SQ. FT. (93%)
- METAL	56 SQ. FT. (1%)	56 SQ. FT. (6%)	140 SQ. FT. (3%)	24 SQ. FT. (7%)
<b>NET</b>	<b>6,282 SQ. FT. (100%)</b>	<b>884 SQ. FT. (100%)</b>	<b>5,496 SQ. FT. (100%)</b>	<b>327 SQ. FT. (100%)</b>
<b>SUMMARY:</b>				
- MASONRY	21,840 SQ. FT. (78%)	4,801 SQ. FT. (84%)	22,082 SQ. FT. (80%)	3,912 SQ. FT. (92%)
- DOORS & WINDOWS	6,282 SQ. FT. (22%)	884 SQ. FT. (16%)	5,496 SQ. FT. (20%)	327 SQ. FT. (8%)
<b>TOTAL</b>	<b>28,122 SQ. FT. (100%)</b>	<b>5,685 SQ. FT. (100%)</b>	<b>27,578 SQ. FT. (100%)</b>	<b>4,249 SQ. FT. (100%)</b>

**05 POP-OUT DET.**  
SCALE: 1/4"=1'-0"

**04 WINDOW INSET DET.**  
SCALE: 1/2"=1'-0"

**03 KEY PLAN**  
SCALE: NTS

PROJECT STATUS: PRELIMINARY  
PROJECT MANAGER: DBR  
DESIGN MANAGER: RCM  
PROJECT DATE: 082521  
REVISION DATE: 020626

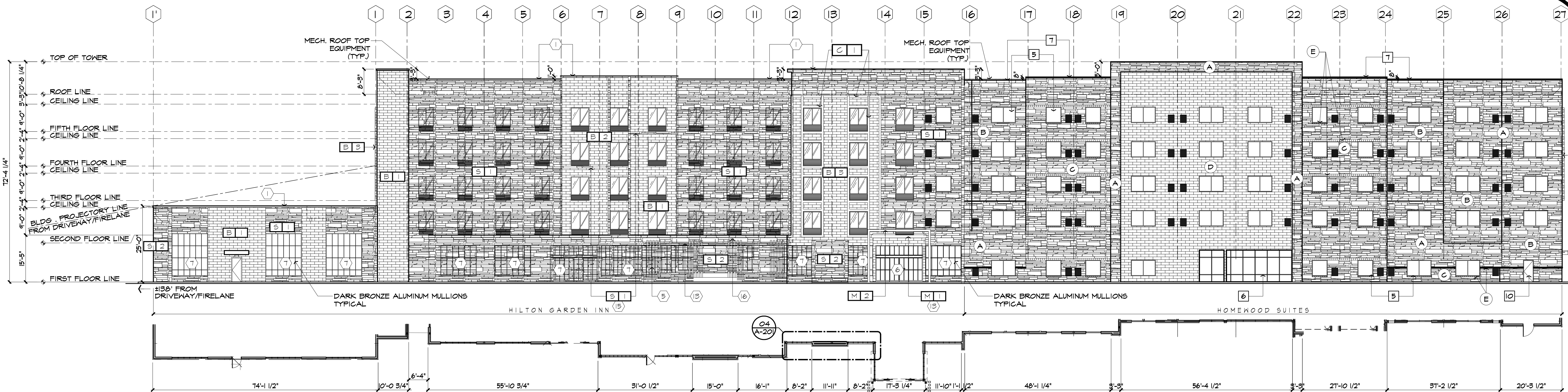
PEACH TREE GROUP OF INVESTMENT INC  
1043 ELK MOUND DRIVE  
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HOMWOOD SUITES by Hilton  
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E-Mail: adrdesignsllc@adrdesigns.com

JOB NUMBER: PTG - 22706

SHEET NUMBER  
**A-201**



**FRONT (SOUTH) ELEVATION**  
SCALE: 1/16"=1'-0"

- WINDOW ARTICULATIONS:**
- DETAILED/PATTERNED MULLIONS
  - GLASS DEPTH FROM WALL, MIN. EIGHT INCHES
  - WATER TABLE IN LIEU OF FLOOR TO CEILING GLASS
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HILTON GARDEN INN	
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HOMEWOOD SUITES	
<b>EXTERIOR MATERIAL LEGEND:</b>	
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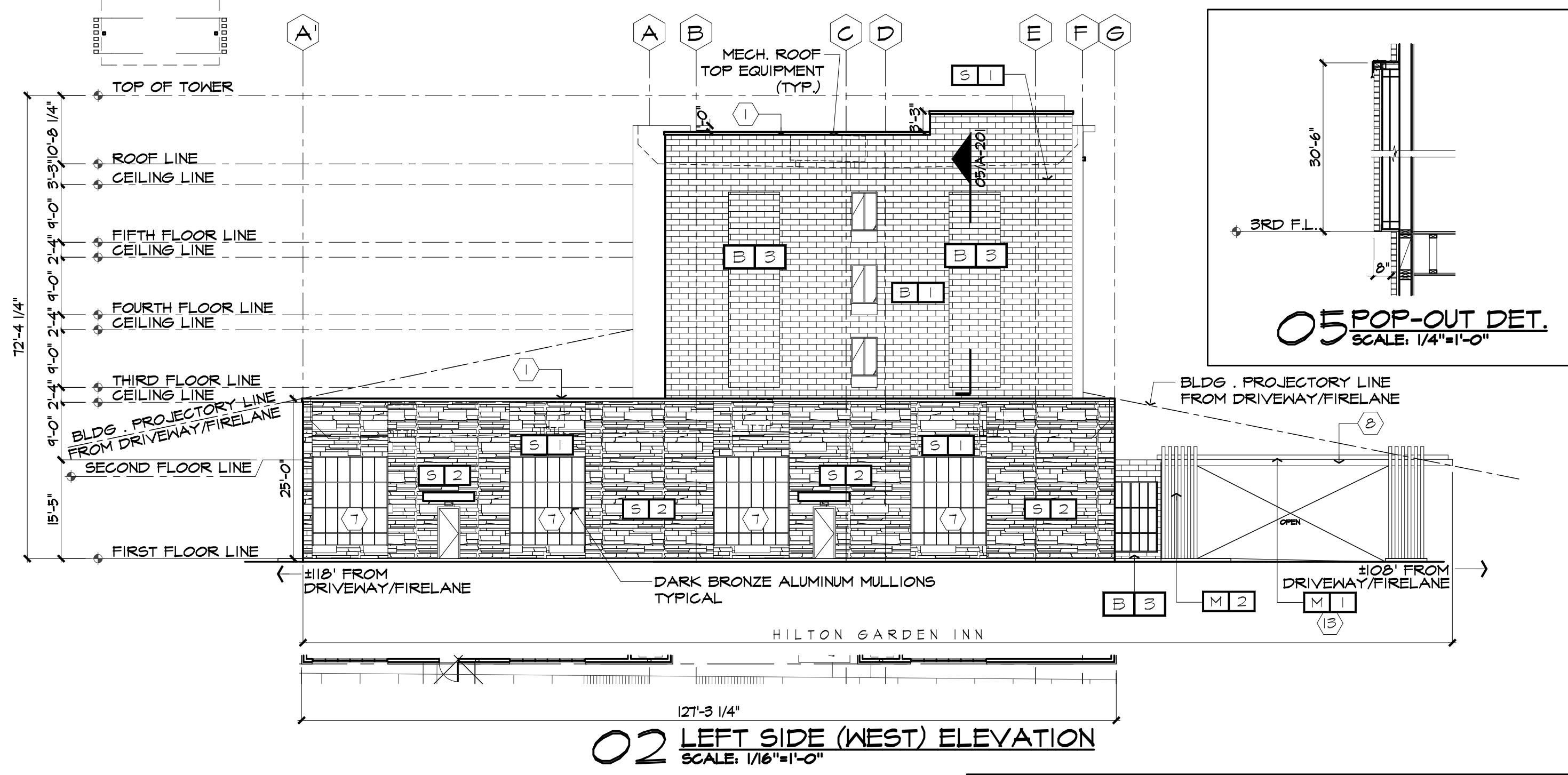
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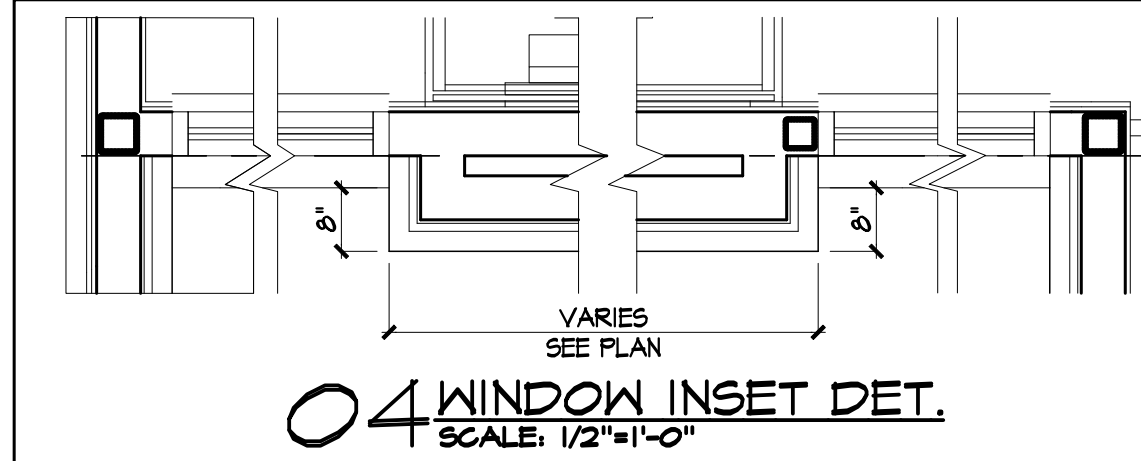
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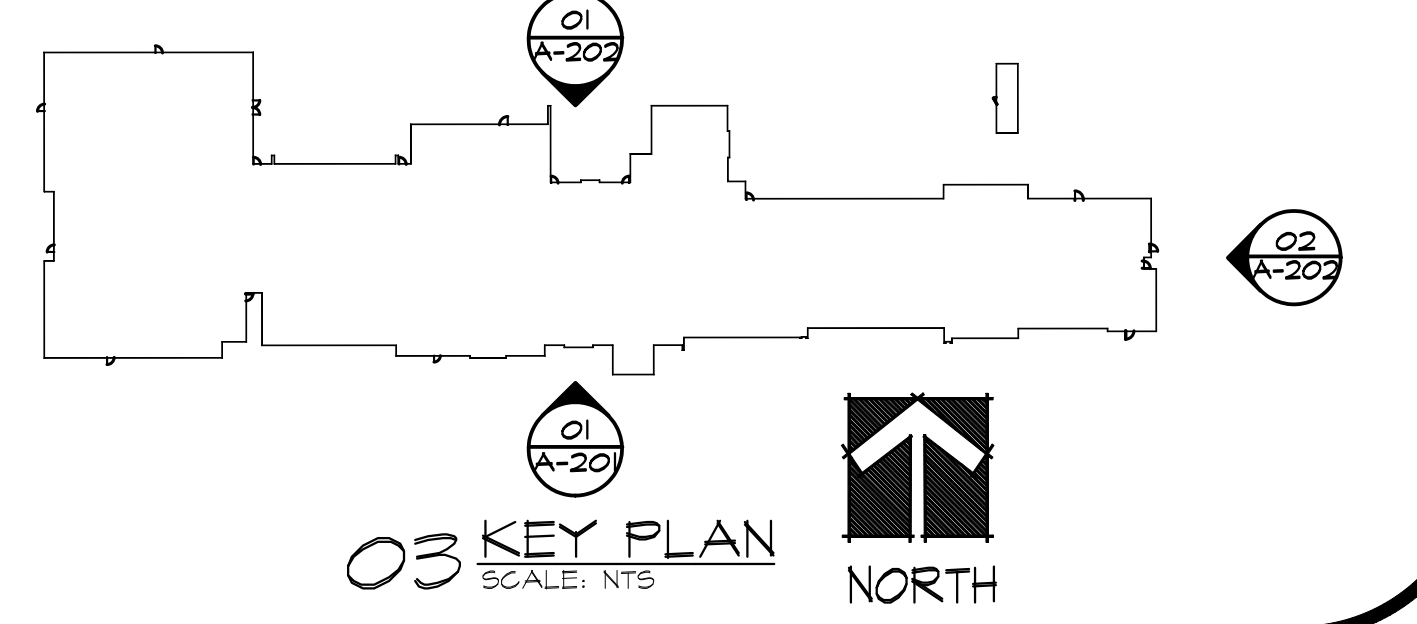


**LEFT SIDE (WEST) ELEVATION**  
SCALE: 1/16"=1'-0"

MATERIAL CALCULATIONS PERCENTAGES				
	FRONT (SOUTH)	LEFT SIDE (WEST)	REAR (NORTH)	RIGHT SIDE (EAST)
<b>MASONRY:</b>				
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**WINDOW INSET DET.**  
SCALE: 1/2"=1'-0"



**KEY PLAN**  
SCALE: NTS

PROJECT STATUS: PRELIMINARY  
PROJECT MANAGER: DBR  
DESIGN MANAGER: RCM  
PROJECT DATE: 082521  
REVISION DATE: 021026

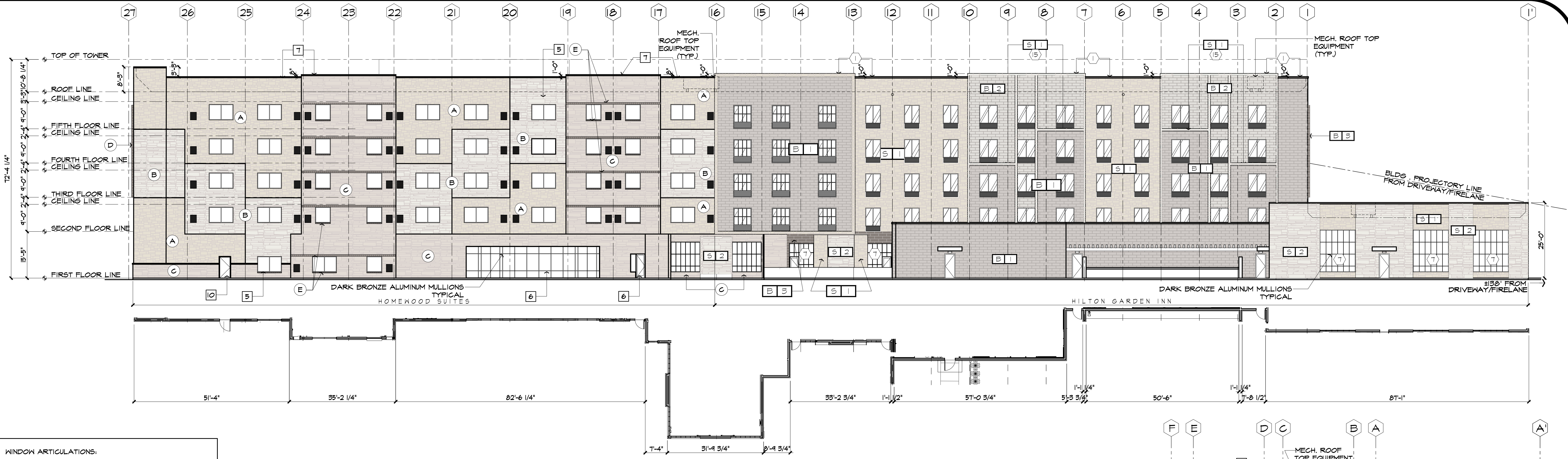
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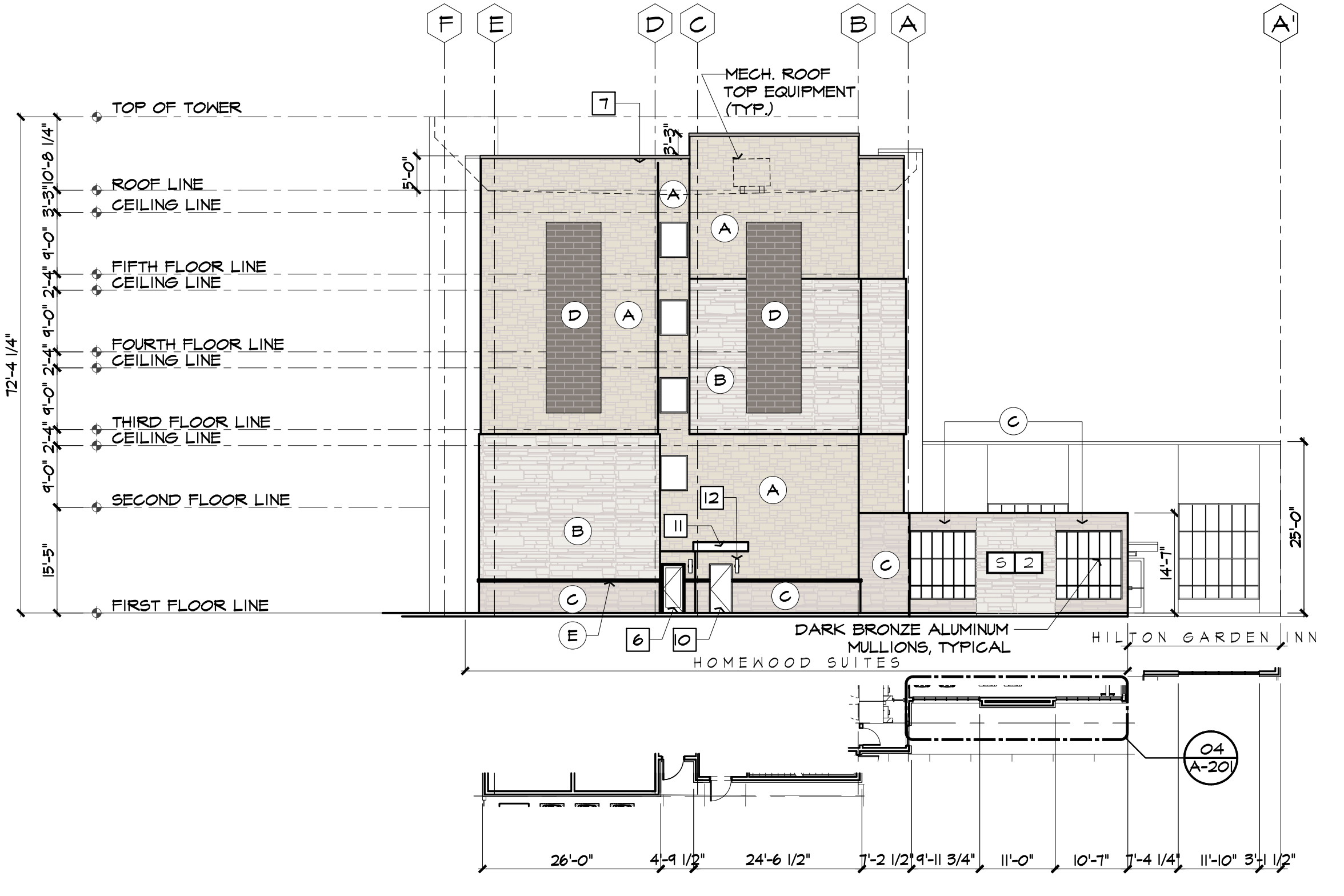
JOB NUMBER: PTG - 22706

SHEET NUMBER  
**A-201**



**REAR (NORTH) ELEVATION**  
SCALE: 1/16"=1'-0"

- WINDOW ARTICULATIONS:**
- DETAILED/PATTERNED MULLIONS
  - GLASS DEPTH FROM WALL MIN. EIGHT INCHES
  - WATER TABLE IN LIEU OF FLOOR TO CEILING GLASS
  - ARTICULATED LINTEL (I.E. SOLDIER COURSE IN BRICK OR MATERIAL CHANGE EIFS OR CAST STONE WITH MIN. 1/2" PROJECTION)
  - ARTICULATED SILL (I.E. SOLDIER COURSE IN BRICK OR MATERIAL CHANGE EIFS OR CAST STONE WITH MIN. 1/2" PROJECTION)
  - CAST STONE SURROUNDS ON ENTIRE WINDOW



**RIGHT SIDE (EAST) ELEVATION**  
SCALE: 1/16"=1'-0"

**HILTON GARDEN INN**

**FINISH KEY:**

S 1	STONE:	- AUSTINE WHITE STONE	
S 2	STONE:	- CORONADO STONE PRO-LEDGE WHITE	
B 1	BRICK VENEER:	- CORONADO STONE WIRECUT BRICK GLACIER	
B 2	BRICK VENEER:	- CORONADO STONE WIRECUT BRICK ICEBERG	
B 3	BRICK VENEER:	- CORONADO STONE WIRECUT BRICK WOLF GREY	
M 1	METAL:	- METAL FINISH: COLOR: BONE WHITE	
M 2	METAL:	- METAL FINISH: COLOR: CITY SCAPE	
C 1	STONE:	- CAST STONE COLOR: WHITE	

**HOMERWOOD SUITES**

**EXTERIOR MATERIAL LEGEND:**

A	AUSTINE WHITE STONE	
B	CORONADO STONE PRO-LEDGE WHITE	
C	CORONADO STONE SANTOOTH LEDGE SILVER ASH	
D	CORONADO STONE WIRECUT BRICK WOLF GREY	
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MECHANICAL EQUIPMENT WILL BE 12 INCHES LOWER THAN THE PARAPET WALL AND WILL NOT BE VISIBLE FROM ADJACENT STREETS.

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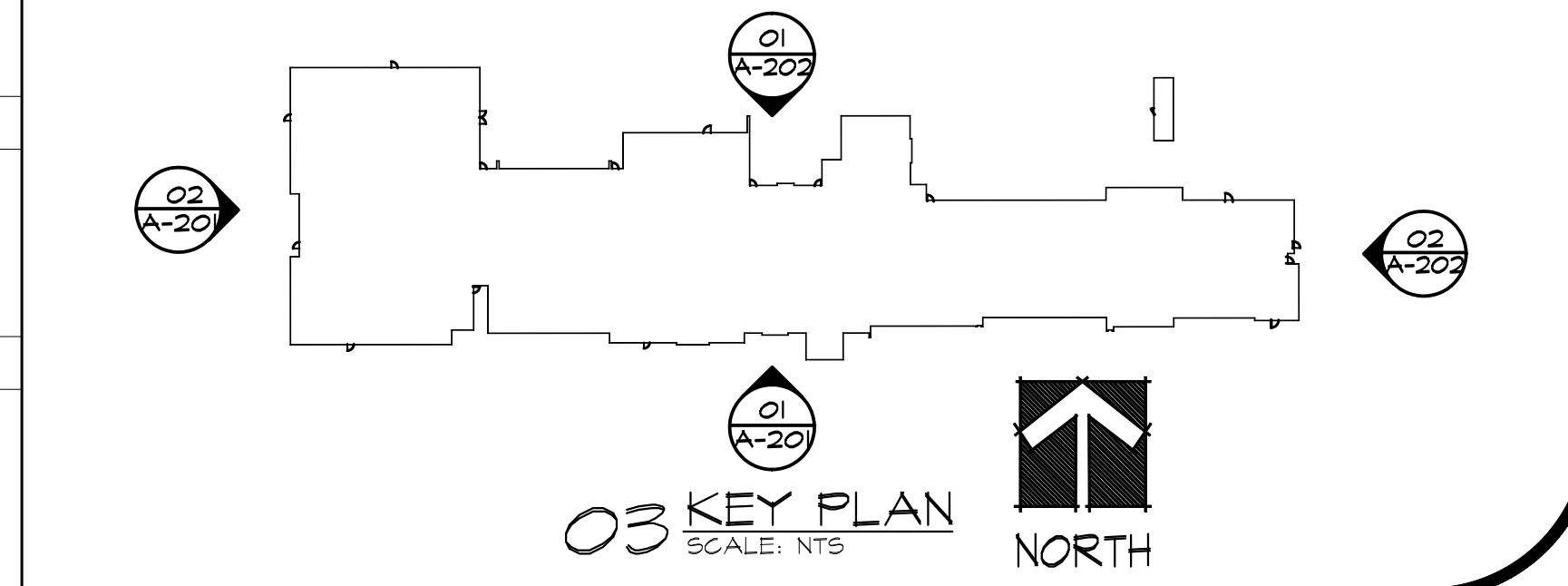
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  - 15 THRU-WALL OVERFLOW ROOF DRAIN DOWNSPOUT NOZZLE
  - 16 DRYER VENT LOWER

- KEY NOTES:**
- 1 EMERGENCY OVERFLOW ROOF SCUPPER
  - 2 NOT USED
  - 3 COORDINATE ELECTRICAL REQUIREMENTS FOR SIGNAGE
  - 4 ELEVATOR OVERRUN
  - 5 PRE-FINISHED ALUMINUM WINDOWS
  - 6 ALUMINUM STOREFRONT
  - 7 PARAPET
  - 8 AUTOMATIC SLIDING DOORS
  - 9 PORTE COCHERE CLEARANCE SIGN
  - 10 INSULATED HOLLOW METAL DOOR AND FRAME
  - 11 COVERED SECONDARY ENTRY
  - 12 EXTERIOR WALL SCENCE
  - 13 DRYER VENT

**MATERIAL CALCULATIONS PERCENTAGES**

	FRONT (SOUTH)	LEFT SIDE (WEST)	REAR (NORTH)	RIGHT SIDE (EAST)
<b>MASONRY:</b>				
- BRICK	6,419 SQ. FT. (30%)	2,394 SQ. FT. (50%)	6,464 SQ. FT. (29%)	-
- STONE	15,421 SQ. FT. (70%)	1,774 SQ. FT. (50%)	15,618 SQ. FT. (71%)	3,912 SQ. FT. (100%)
<b>NET</b>	<b>21,840 SQ. FT. (100%)</b>	<b>2,407 SQ. FT. (100%)</b>	<b>22,082 SQ. FT. (100%)</b>	<b>3,912 SQ. FT. (100%)</b>
<b>DOORS &amp; WINDOWS:</b>				
- GLAZING	6,226 SQ. FT. (94%)	828 SQ. FT. (94%)	5,356 SQ. FT. (91%)	303 SQ. FT. (93%)
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**03 KEY PLAN**  
SCALE: NTS  
NORTH

PROJECT STATUS: PRELIMINARY  
PROJECT MANAGER: DBR  
DESIGN MANAGER: RCM  
PROJECT DATE: 082521  
REVISION DATE: 021026

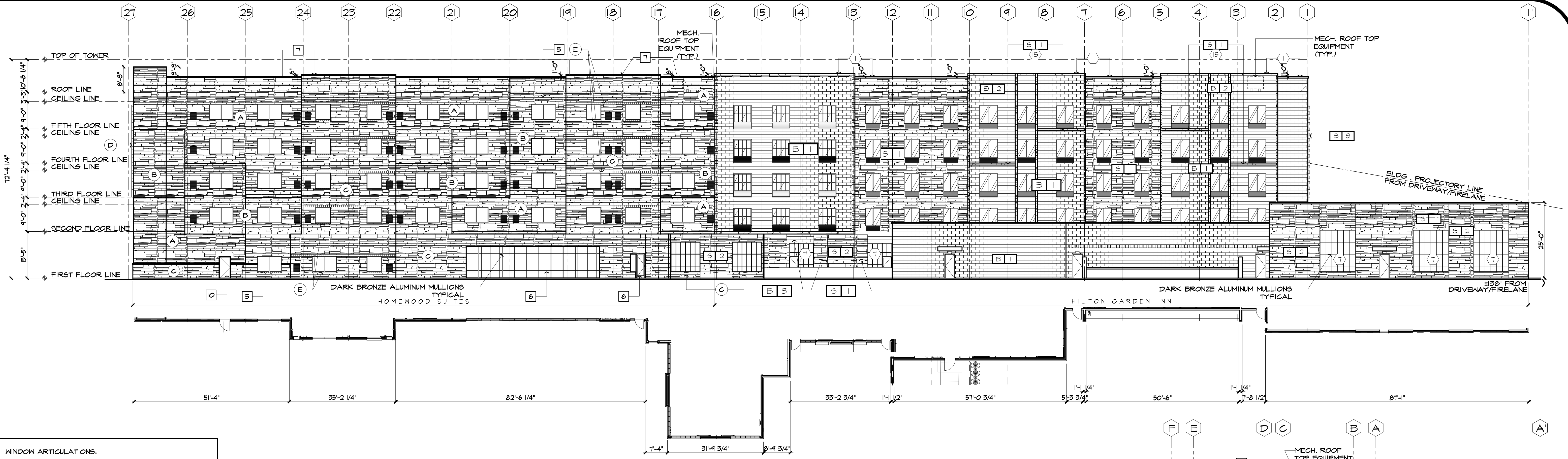
**PEACH TREE GROUP OF INVESTMENT INC**  
1043 ELK MOUND DRIVE  
FRISCO, TX 75033  
PHONE: 620.253.0286  
EMAIL: parmarws@gmail.com

**HILTON GARDEN INN HOMERWOOD SUITES**  
FACILITY # HGI PROSPER 58965  
MAHARD PARKWAY  
PROSPER, TEXAS

**ADR-DESIGNS-LLC**  
TOTAL DESIGN MANAGERS  
601 SADDLE HILL DRIVE GRAND PRAIRIE, TX 75050  
PH: 972-262-1333 FAX: 214-272-2987  
E-Mail: adrdesignsllc@adrdesigns.com

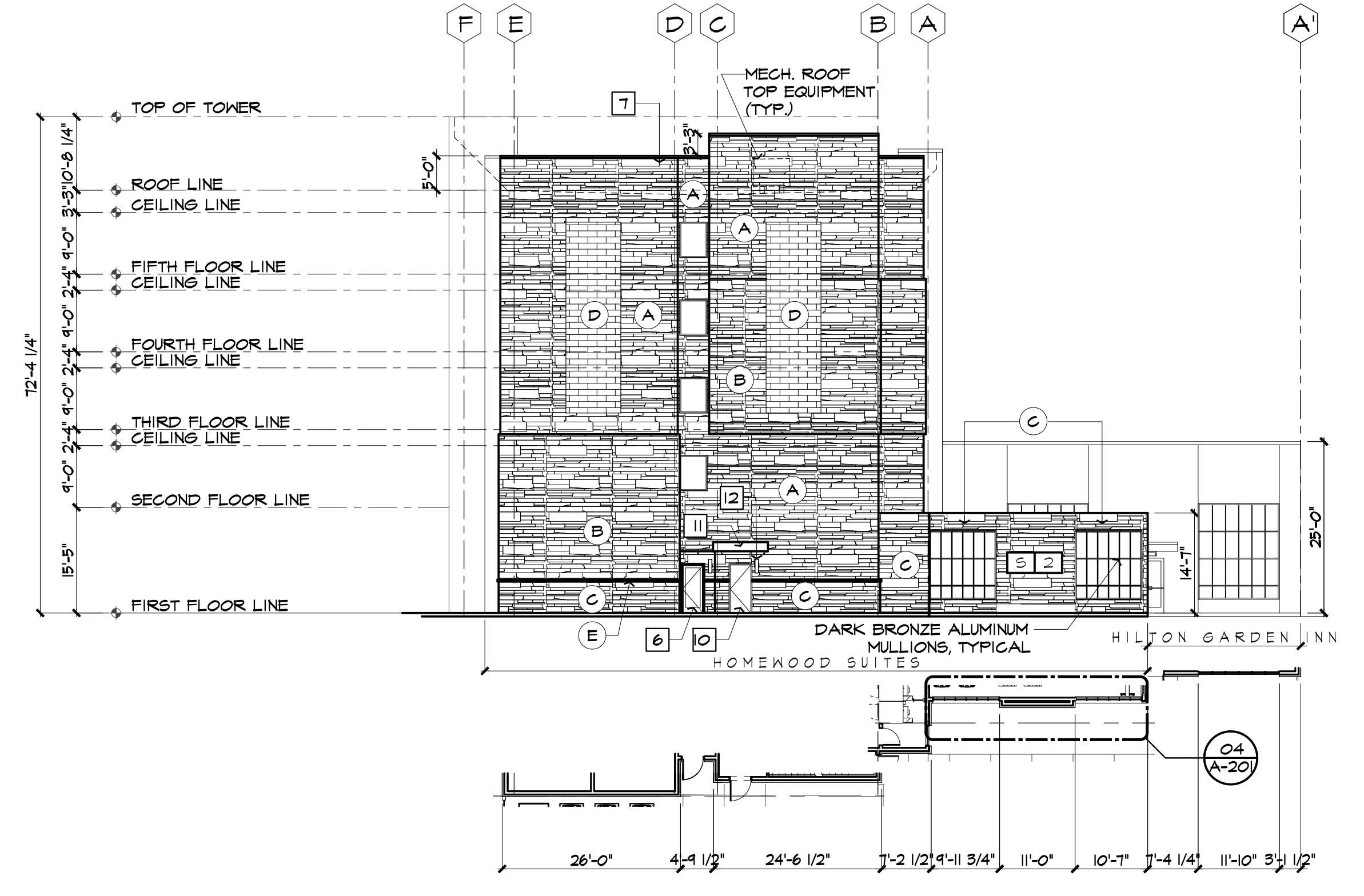
JOB NUMBER: PTG - 22706

SHEET NUMBER  
**A-202**  
Page 173



**REAR (NORTH) ELEVATION**  
SCALE: 1/16"=1'-0"

- WINDOW ARTICULATIONS:**
- DETAILED/PATTERNED MULLIONS
  - GLASS DEPTH FROM WALL MIN. EIGHT INCHES
  - WATER TABLE IN LIEU OF FLOOR TO CEILING GLASS
  - ARTICULATED LINTEL (I.E. SOLDIER COURSE IN BRICK OR MATERIAL CHANGE EIFS OR CAST STONE WITH MIN. 1/2" PROJECTION)
  - ARTICULATED SILL (I.E. SOLDIER COURSE IN BRICK OR MATERIAL CHANGE EIFS OR CAST STONE WITH MIN. 1/2" PROJECTION)
  - CAST STONE SURROUNDS ON ENTIRE WINDOW



**02 RIGHT SIDE (EAST) ELEVATION**  
SCALE: 1/16"=1'-0"

**HILTON GARDEN INN**

**FINISH KEY:**

S 1	STONE:	- AUSTINE WHITE STONE	
S 2	STONE:	- CORONADO STONE PRO-LEDGE WHITE	
B 1	BRICK VENEER:	- CORONADO STONE WIRECUT BRICK GLACIER	
B 2	BRICK VENEER:	- CORONADO STONE WIRECUT BRICK ICEBERG	
B 3	BRICK VENEER:	- CORONADO STONE WIRECUT BRICK WOLF GREY	
M 1	METAL:	- METAL FINISH: COLOR: BONE WHITE	
M 2	METAL:	- METAL FINISH: COLOR: CITY SCAPE	
C 1	STONE:	- CAST STONE COLOR: WHITE	

**HOMERWOOD SUITES**

**EXTERIOR MATERIAL LEGEND:**

A	AUSTINE WHITE STONE	
B	CORONADO STONE PRO-LEDGE WHITE	
C	CORONADO STONE SANTOOTH LEDGE SILVER ASH	
D	CORONADO STONE WIRECUT BRICK WOLF GREY	
E	WATER TABLE/SILL & LINTEL ROWLOCK BRICK CORONADO STONE WIRECUT BRICK WOLF GREY	

**NOTE:**  
WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTION OF 10 PERCENT.

**GENERAL NOTES:**

THIS CONCEPTUAL ELEVATION IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTION DIVISION.

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM THE PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL MEET THE SPECIFICATIONS OF THE ZONING ORDINANCE.

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 INSPECTION DIVISION.

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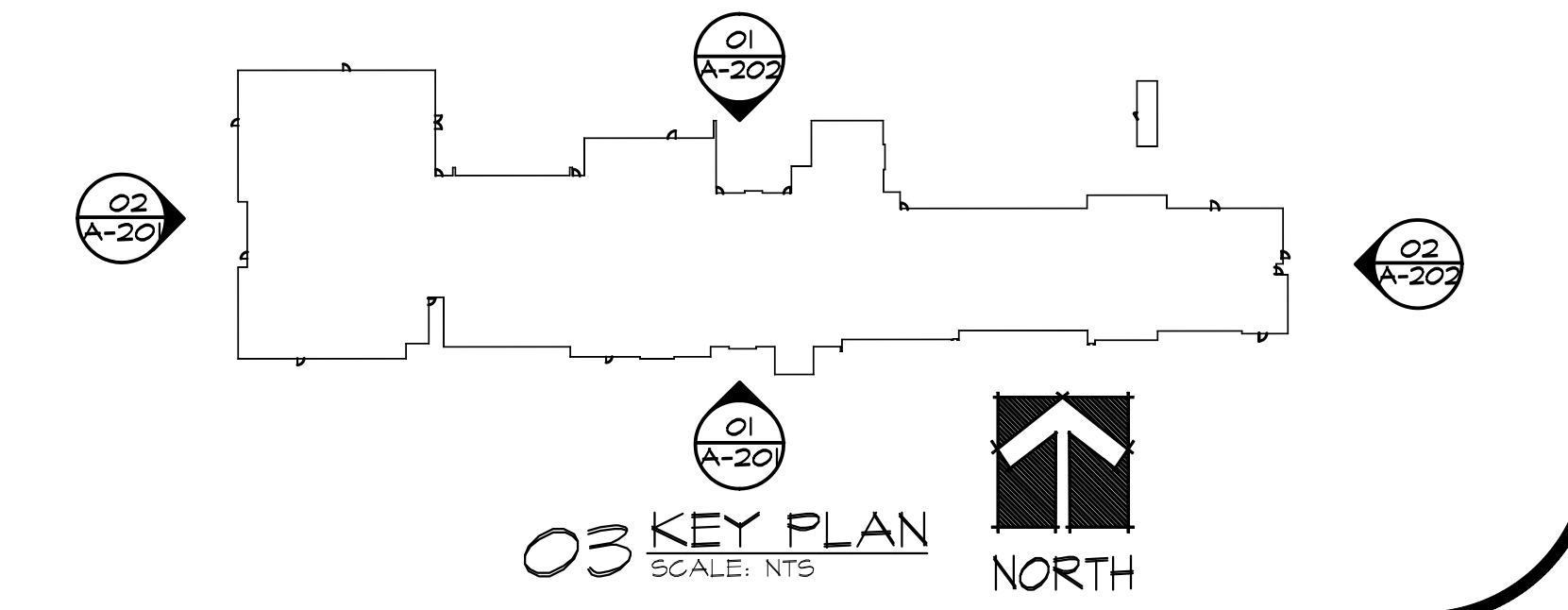
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**03 KEY PLAN**  
SCALE: 1/8"=1'-0"

PROJECT STATUS: PRELIMINARY  
PROJECT MANAGER: DBR  
DESIGN MANAGER: RCM  
PROJECT DATE: 082521  
REVISION DATE: 021026

**PEACH TREE GROUP OF INVESTMENT INC**  
1043 ELK MOUND DRIVE  
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**HILTON HOMERWOOD SUITES**  
by Hilton  
**Hilton Garden Inn**  
FACILITY # HGI PROSPER 58965  
MAHARD PARKWAY  
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JOB NUMBER: PTG - 22706

SHEET NUMBER  
**A-202**  
Page 174

## Agenda Item

Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit for a Full-Service/Extended-Stay Hotel on MSW Prosper 380 Addition, Block A, Lot 1, on 5.9± acres, located on the east side of Mahard Parkway and 480± feet south of Prairie Drive. (ZONE-25-0008)

# Background

## History:

- Item was heard by the Planning and Zoning Commission on March 25, 2026.
  - Unanimously recommended for denial by a vote of 6-0.
- Item was heard by the Town Council on April 28, 2026.
  - Remanded back to the Commission due to additional information provided by the applicant.
- Item was reheard by the Planning and Zoning Commission on May 5, 2026.
  - Recommended for approval by a vote of 4-1.

# Proposal

## Purpose:

- Obtain a Specific Use Permit for the construction of a 37,753 square foot full-service/extended-stay hotel.

## Zoning:

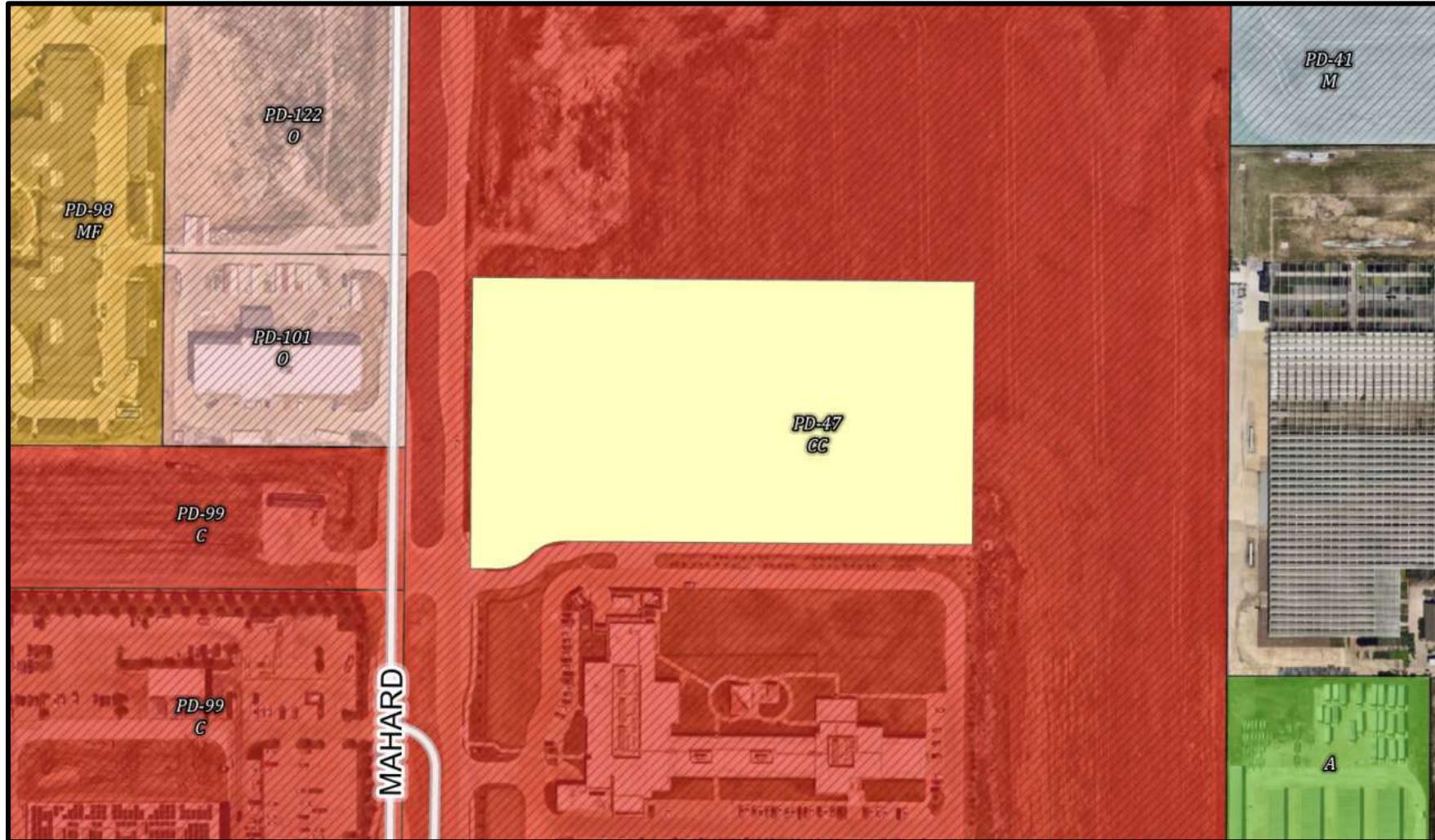
- Planned Development-47 allows for hotel uses provided they meet the conditional standards in the Town's Zoning Ordinance.
  - Full-Service Hotel (By Right)
  - Extended-Stay Hotel (Specific Use Permit)



# Dallas North Tollway

## Vision Plan:

- Located within Medical District of US 380 Gateway Subdistrict.
  - Focus of Area:
    - Health Science
    - Research and Related Employment
    - Uses Positioned to Support Employees and Visitors
  - Office and hotel uses identified as compatible uses in this area.



# Conditional Standards

## Full-Service Hotel:

- Amenities (Min. of Four)
  - Fitness Center/Weight Room
  - Game Room
  - Indoor/Outdoor Pool
  - Jogging Trail
  - Playground
  - Sauna/Spa
  - Sports Court
- Event/Meeting Space (Min. of 10,000 SF)
- Full-Service Restaurant

# Conditional Standards Cont.

## Extended-Stay Hotel:

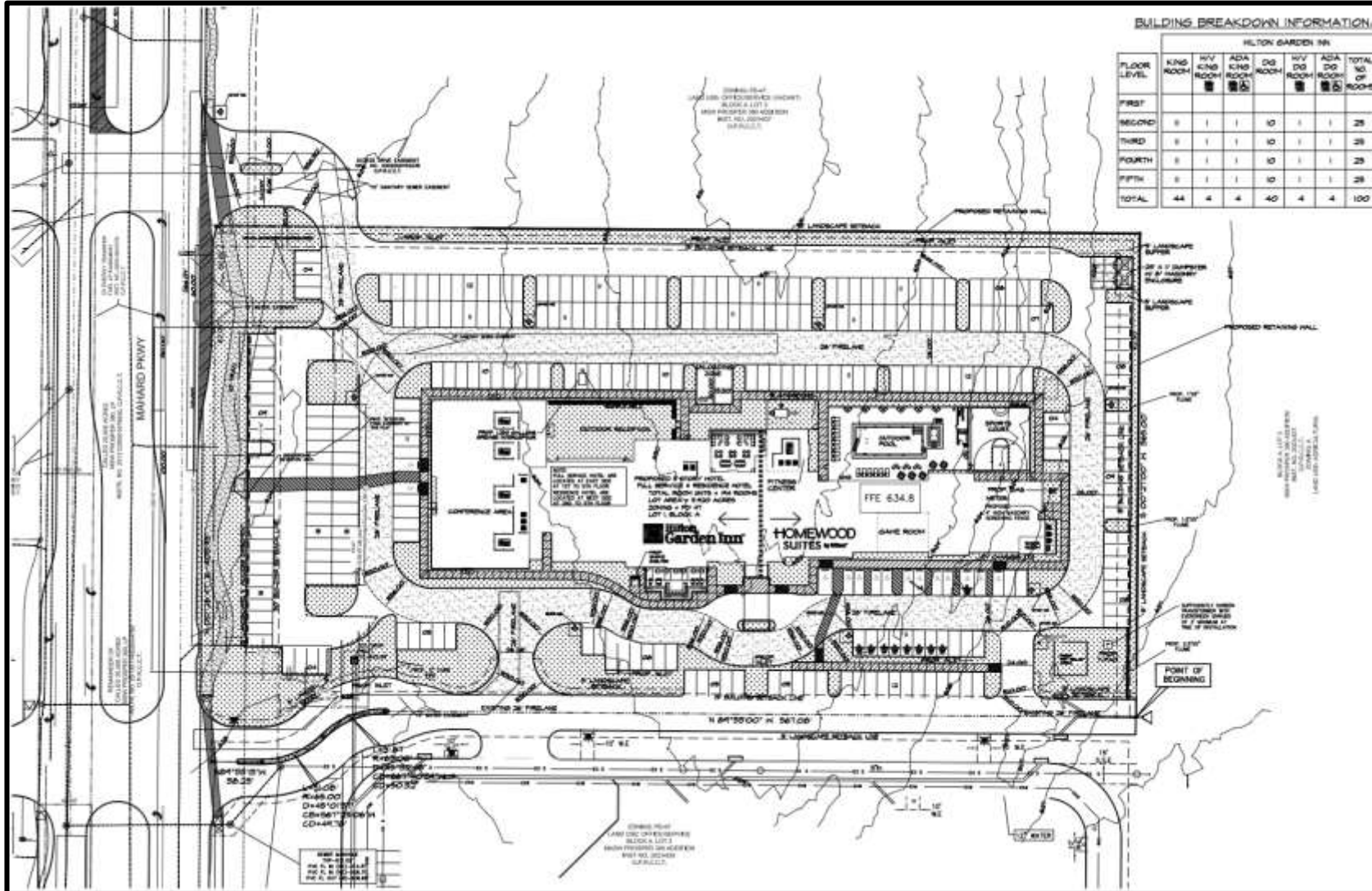
- Amenities (Min. of Five)
  - Conference Room (Min. of 1,000 SF)
  - Fitness Center/Weight Room
  - Game Room
  - Indoor/Outdoor Pool
  - Jogging Trail
  - Playground
  - Sauna/Spa
  - Sports Court

# Conditional Standards Cont.

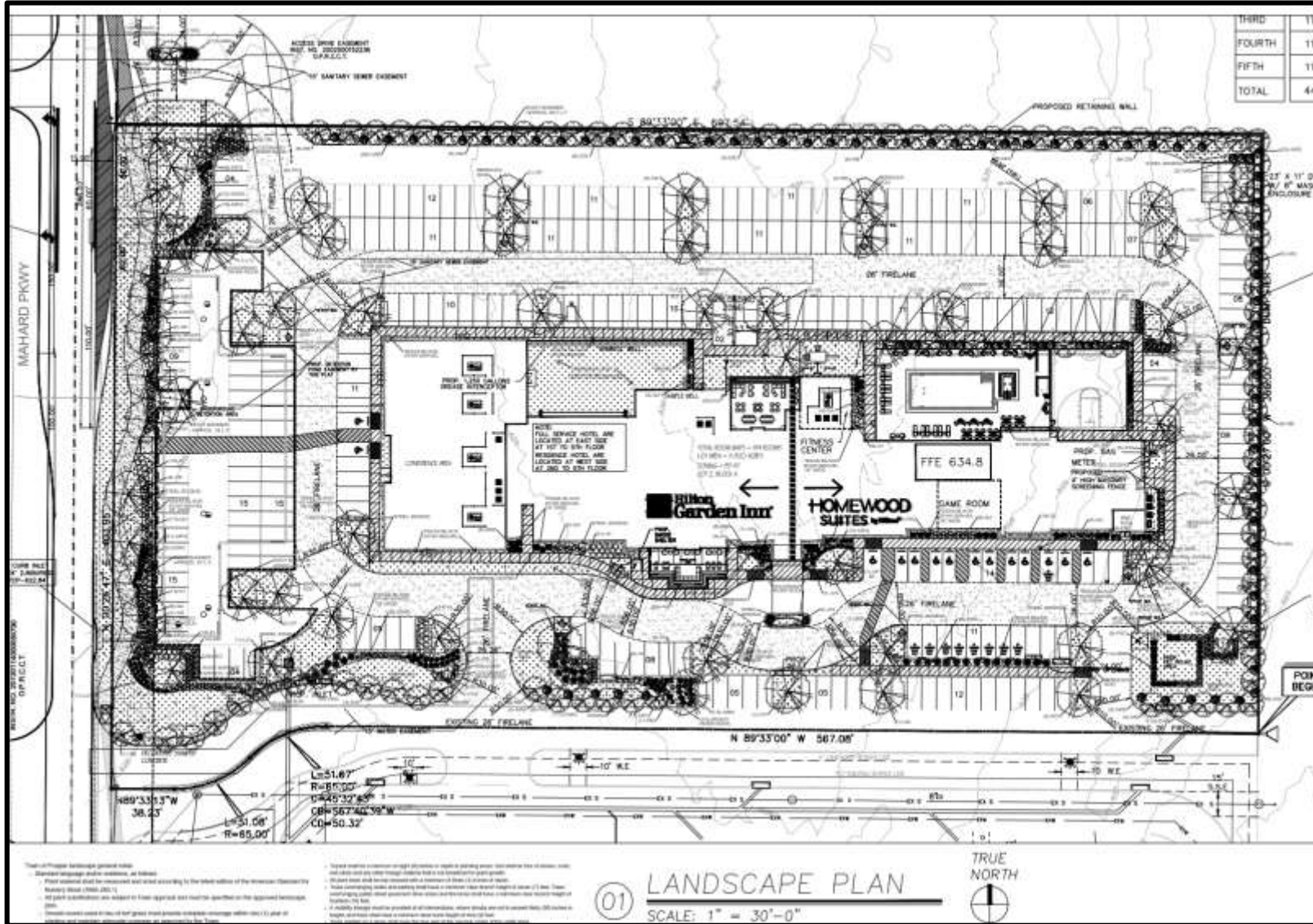
## Extended-Stay Hotel:

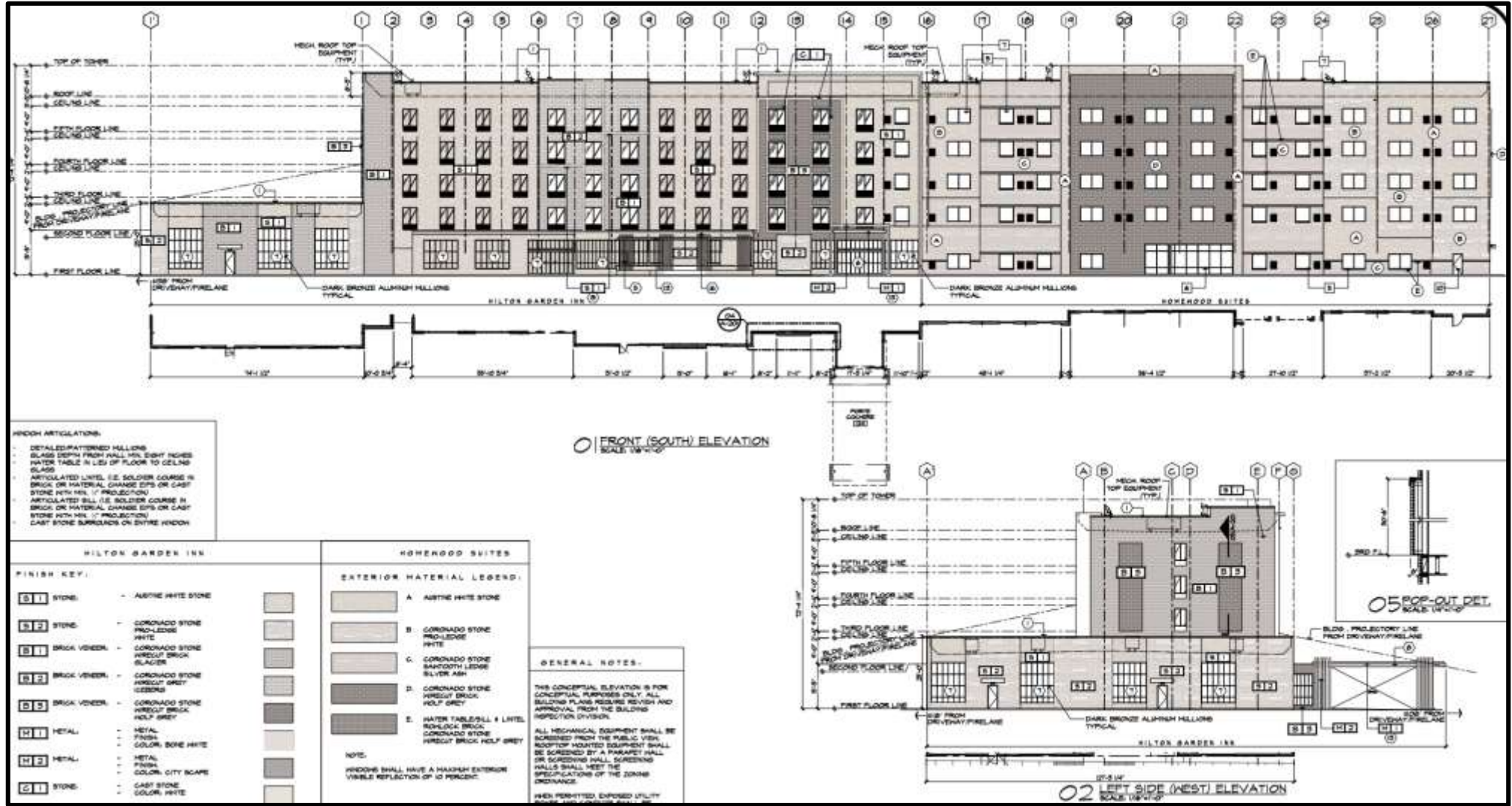
- Location (Combination w/ Full-Service Allows Location on Mahard)
  - Dallas Parkway
  - Preston Road
  - University Drive
- Open Space (Min. of 15%)
- Restaurant
- Setbacks (100' from Residential)

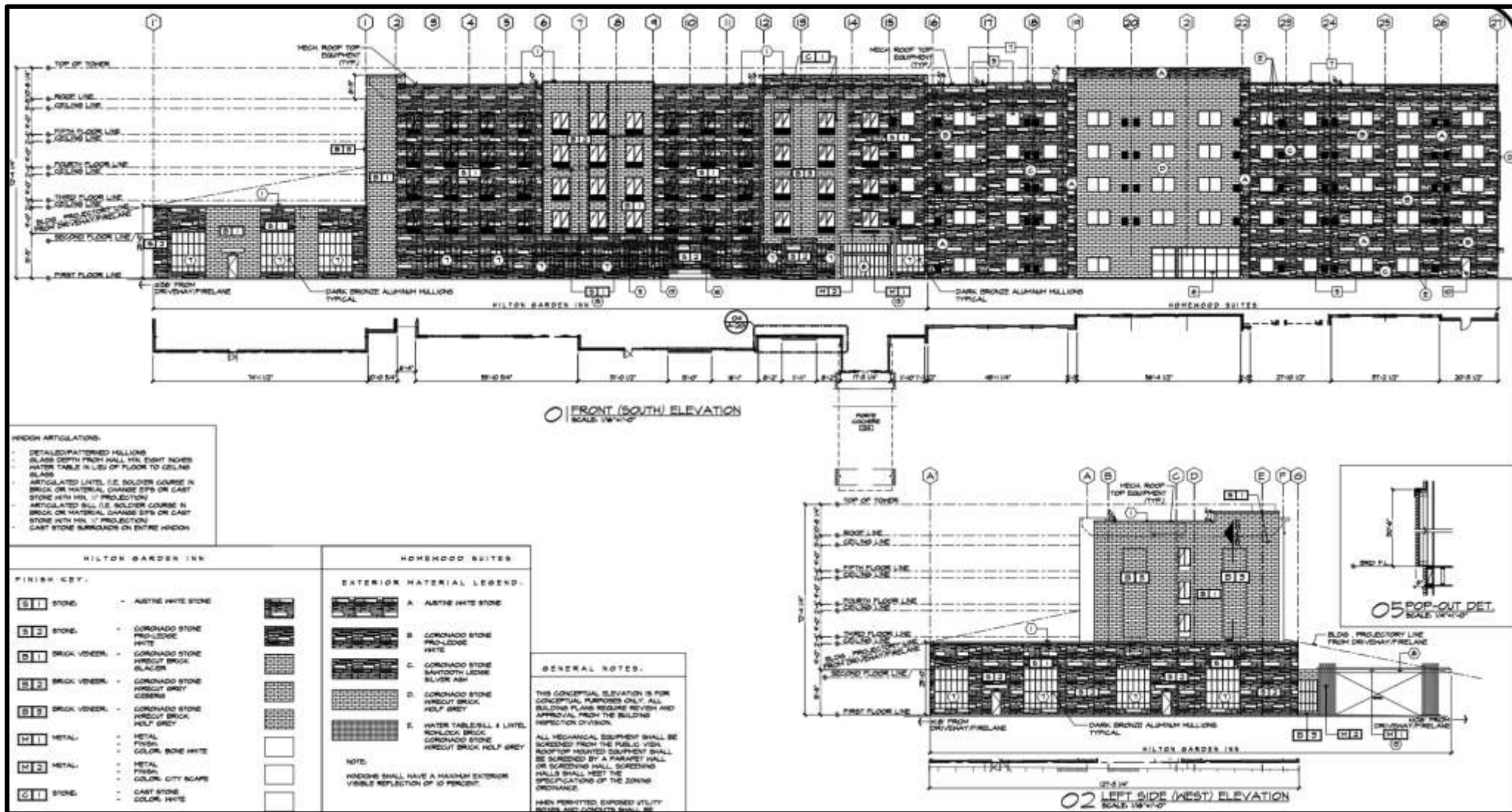


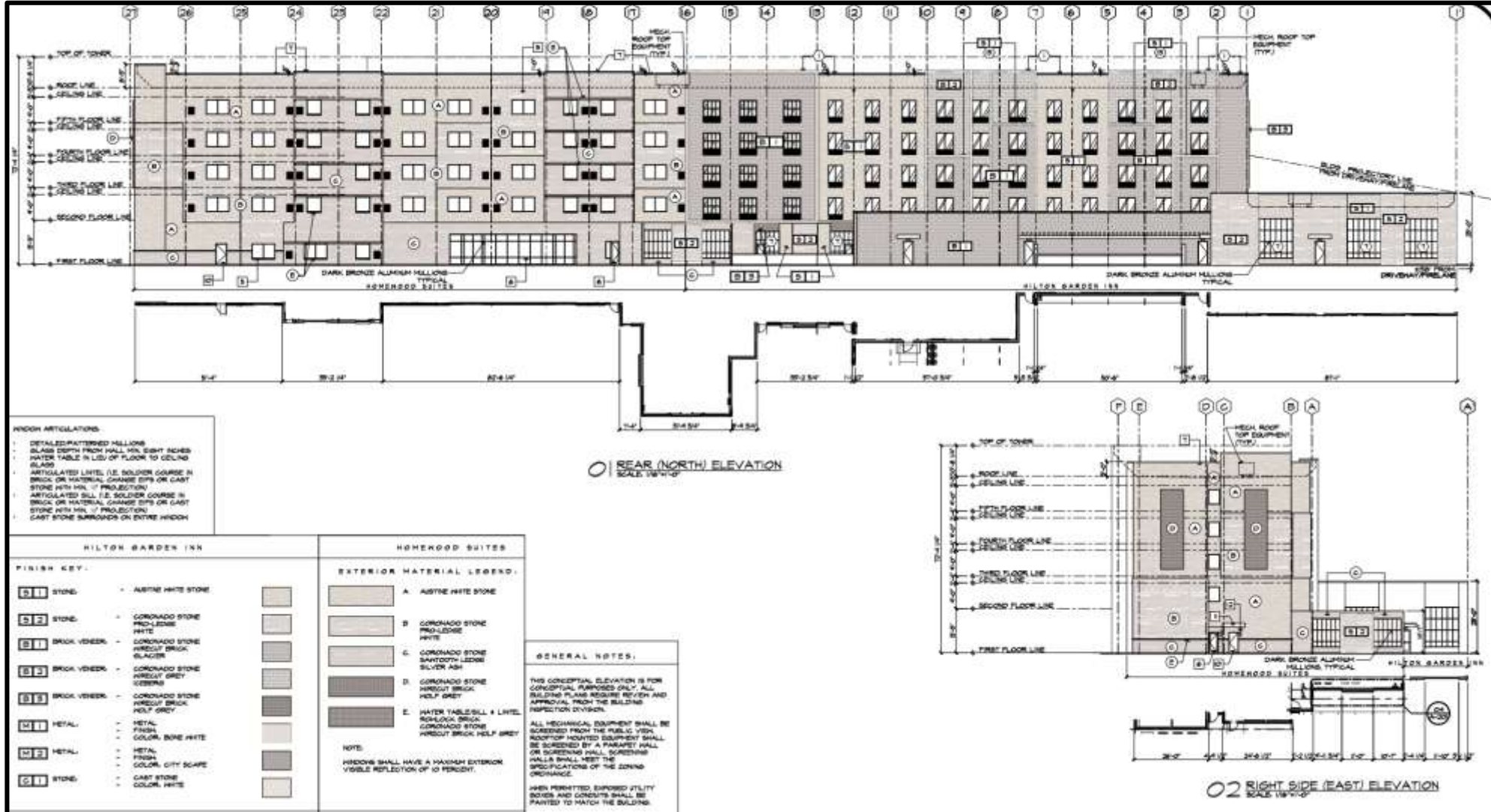


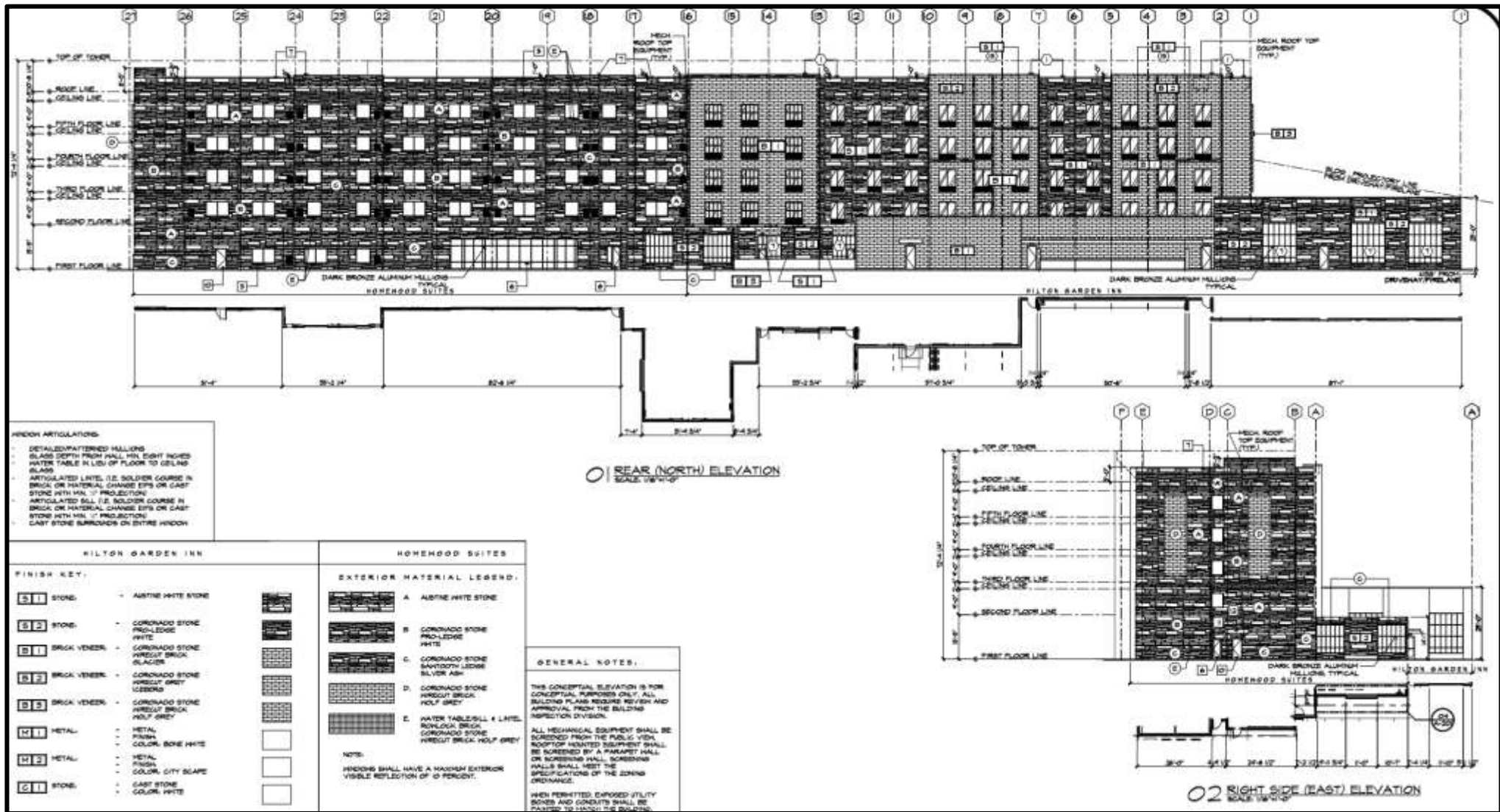












## Specific Use Permit Criteria

*Criterion 1: Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*

- Yes, the use is harmonious and compatible with its surrounding uses and proposed uses because there is one existing hotel and one future hotel on the west side of Mahard Parkway.*

*Criterion 2: Are the activities requested by the applicant normally associated with the requested use?*

- Yes, an extended-stay hotel may be permitted in the area, per the Planned Development. Additionally, per the Town's Zoning Ordinance, they must meet the conditional development standards which have been met in combination with the full-service component.*

## Specific Use Permit Criteria Cont.

*Criterion 3: Is the nature of the use reasonable?*

- Yes, the nature of the use is reasonable as it is a permitted use in the zoning for the area.*

*Criterion 4: Has any impact on the surrounding area been mitigated?*

- Yes, the impact on the surrounding area has been mitigated as the applicant has complied with the conditional development standards for both a full-service hotel and extended-stay hotel.*

# Recommendation

## Town Staff:

- Town Staff recommends approval of the Specific Use Permit subject to:
  - The Hilton Hotel flag being maintained.

## Planning and Zoning Commission:

- Planning and Zoning Commission recommended approval of the Specific Use Permit. (4-1)

## Noticing:

- Friday, April 10<sup>th</sup> (No Response)



# ZONE-25-0008

TOWN OF PROSPER  
TOWN COUNCIL – MAY 19, 2026



# Full-Service with Suites

---

**Hotel, Full Service** means a building or group of buildings designed for and occupied as a temporary lodging place; where financial consideration is generally calculated on a nightly basis; provides a restaurant offering three meals a day; provides meeting/event space; and is not classified as a limited service hotel or a residence hotel.

**Hotel, Limited Service** means a building or group of buildings designed for and occupied as a temporary lodging place; where financial consideration is generally calculated on a nightly basis and is not classified as a full service hotel or a residence/extended stay hotel.

**Hotel, Residence/Extended Stay** means a building or group of buildings designed for and occupied as a temporary lodging which may include an extended stay and where financial consideration is generally calculated on a nightly, weekly or monthly basis and is not classified as a limited service hotel or a full service hotel.

# Location

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- **Located 1,000 feet from US-380**
- **Proximity to supporting uses make site functional for hotel**
- **Site not ideal for standard retail uses**
  - Lack of frontage
  - Size of property would necessitate larger retail site (multiple storefronts, etc.)
  - “Predetermined” destination location (i.e. hotels, self-storage)
  - Surrounding uses do not align with strong retail location

# Rooms per Capita (CoStar/STR)

---

- **15-20 hotel rooms per 1,000 residents** (national average)
  - Higher room requirements near destination attractions
  - Sites near multiple cities pull from the region, not just the city
- **Current Prosper Population: 46,087** (1/1/2025)
  - 9-13% annual growth rate (2021-2026)
  - Projected 2050 Population: **72,000**
- **690 to 920** rooms is the minimum at current population

# Nearby Hiltons by the Numbers (03/26)

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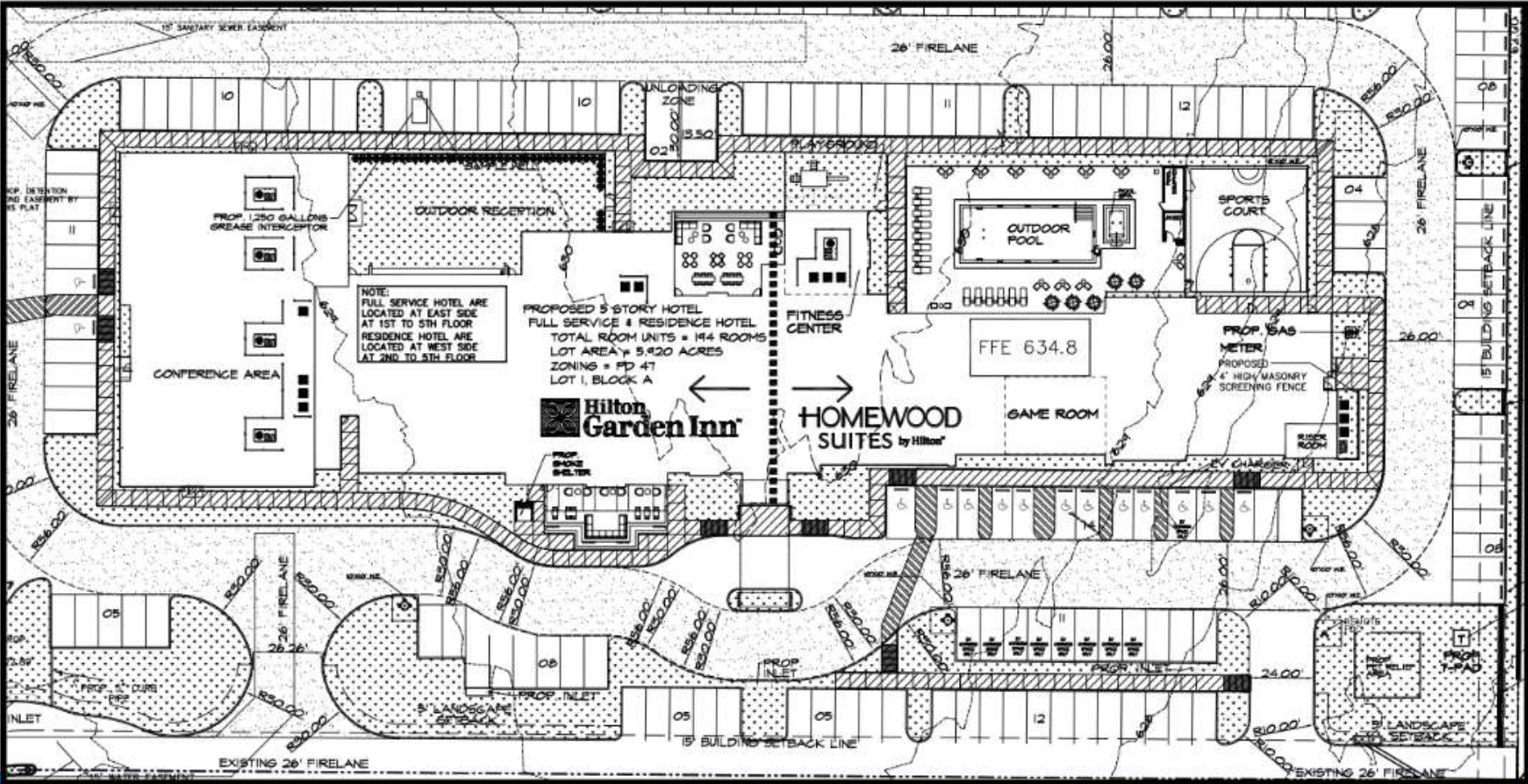
- Homewood Suites by Hilton Dallas-Frisco (3240 Parkwood Boulevard)
  - **\$473,057.64**
  - **11 miles**
- Hilton Garden Inn Frisco (7550 Gaylord Parkway)
  - **\$361,341.65**
  - **10 miles**
- Tru by Hilton – The Colony (5252 Memorial Drive)
  - **\$195,255.26**
  - **16 miles**
- Hilton Garden Inn & Homewood Suites (Grand Prairie, TX)
  - **\$1,235,198.39**

*Taxable Room Receipts: The total room receipts collected in the rental of rooms minus all charges not subject to tax.*

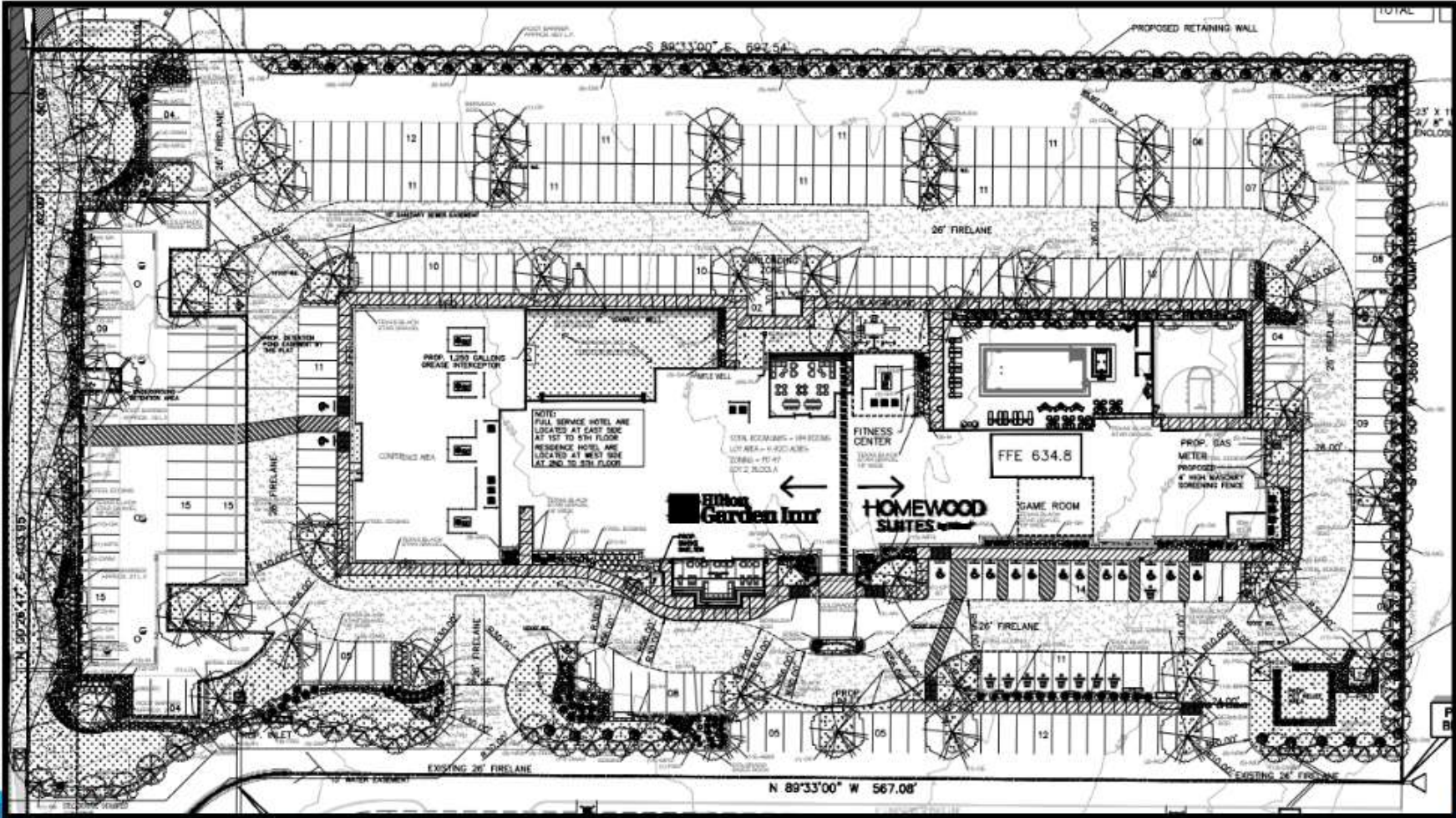
# Surrounding Uses



# Site Plan



# Landscape Plan



# Operational Details

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- **One building, two hotels under Hilton flagship**
  - 194 Rooms
  - 100 – Hilton Garden Inn
  - 94 – Homewood Suites
- **Hilton Garden Inn**
  - Conference Room (10,000 SF)
  - Can accommodate conferences, weddings, banquets, and events
  - Two kitchens to provide food and catering from off-site (if requested)
- **Homewood Suites**
  - Targeted towards lengthier stays; average four nights
  - Same accommodations with added kitchenette and amenities found in suites



# Standard Customer (Homewood Suites)

---

- Typical stays average 4 nights (on average)
- Standard room pricing: **\$200-300/night**
  - Peak pricing: \$500-1,000/night (high-profile events and holidays)
- Higher standards and accommodations than motels with breezeway entrances
- Corporate clientele
- No “weekly rates” found at other extended stay hotels
  - 10% off for longer stays (insurance, long business stays)

HOMEWOOD  
SUITES by Hilton™

# Key Accounts

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# Out of Town Clientele

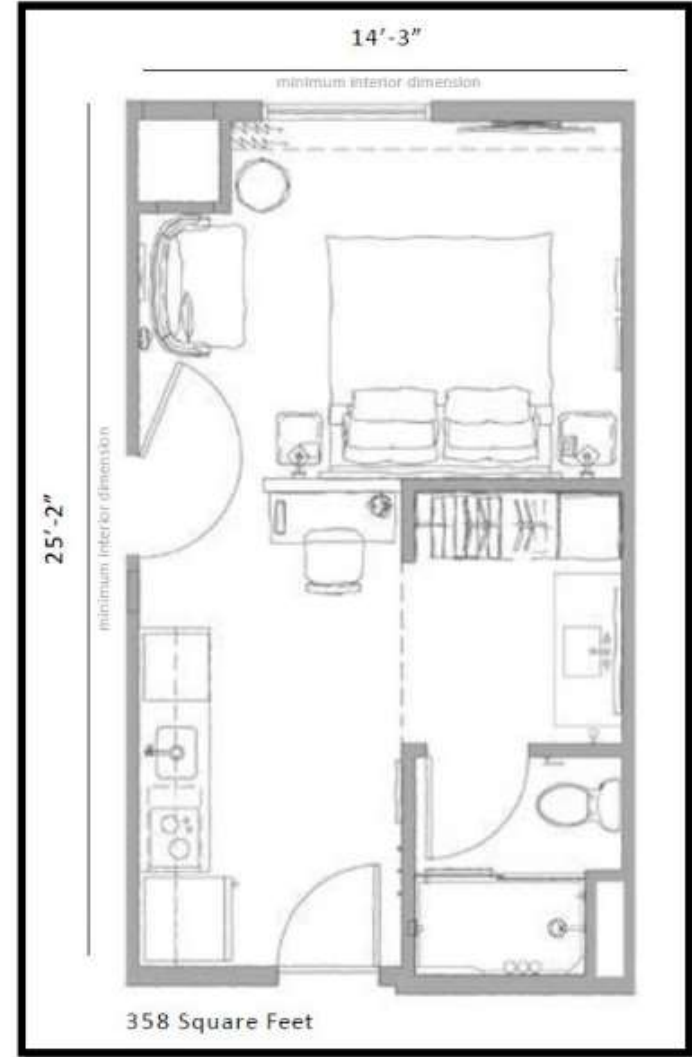
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- **Corporate Clients**
  - Weekly stays to visit local offices, retail sites, or construction projects
- **Sports Tournaments / High School Sports**
  - Local tournaments bring large groups and families from out of town looking for more space and options for dining in
- **Visting relatives**
  - Holidays can draw large families to Prosper and the need to provide longer stays for lengthy holidays (Easter, Thanksgiving, Christmas, etc.)
- **Future residents**
  - Relocations drive lengthy stays while looking at neighborhoods and homes to purchase
- **Visitors to entertainment amenities**
  - PGA – Fields Ranch (5-minute drive)
  - Universal Kids Resort (7-minute drive)
  - FC Dallas (9-minute drive)

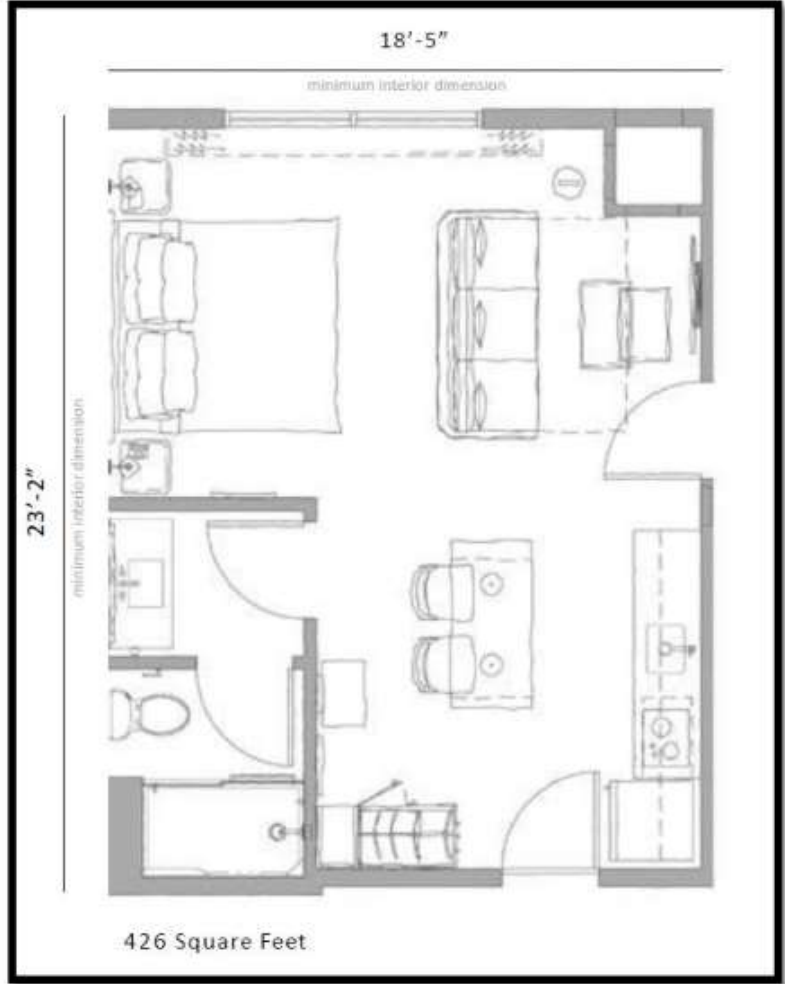
# Local Clientele

- **Insurance**
  - Insurance companies are required to provide local accommodations for home damage
  - Accommodations must provide kitchen space for cooking and adequate living space for extended time
- **Hospital Stays**
  - Located just north of an Encompass Health; within ½ mile of Texas Health Family Care and Children's Health Specialty and 1-mile to Baylor Scott & White Medical Center
- **Staycations**
- **Weddings**
- **Conferences**





### King Efficiency Suite



# Studio Suite



# King Suite





# Homewood Suites Prosper, TX



HOMEWOOD  
SUITES by Hilton™

# About the brand

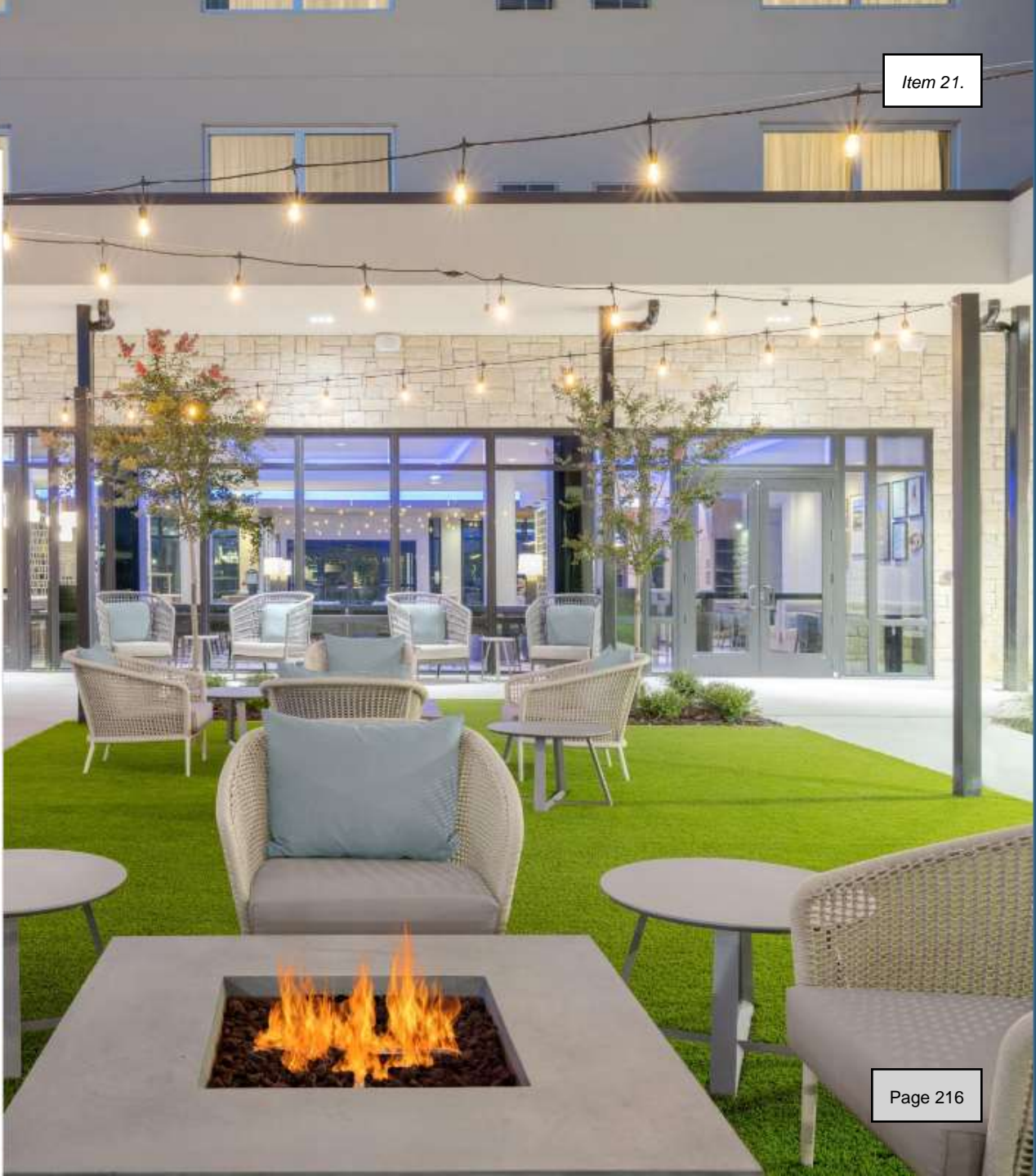
- 37 years of established hospitality excellence
- Part of Hilton's global portfolio
- 570 hotels today and +150 in development
- Upscale Extended Stay
- Average daily rate: \$158.47 (2025)



# Trusted.

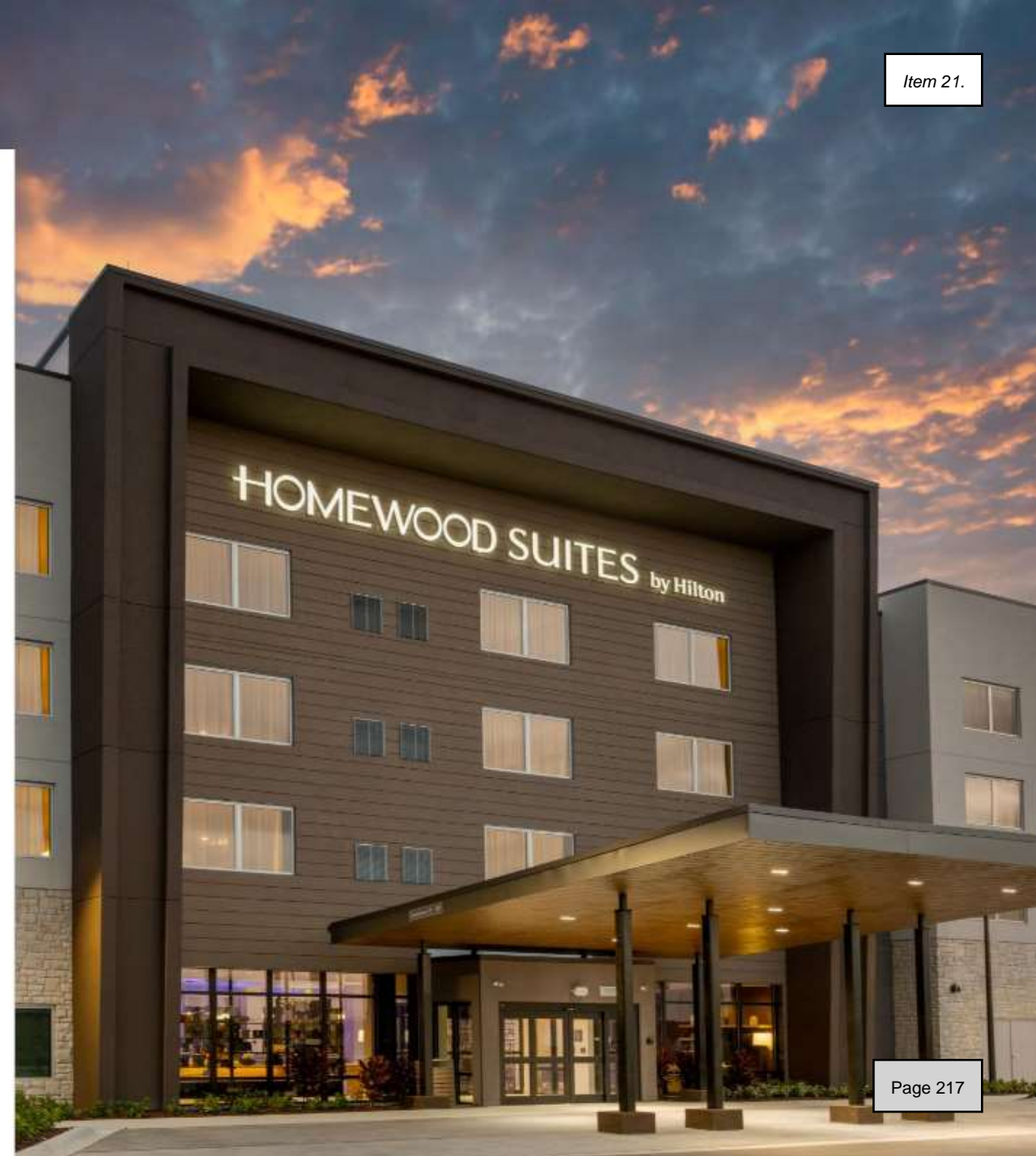


Homewood Suites is a trusted, established hospitality brand. Hilton’s All Suites brands have been named the best in the industry by BTN. Homewood is ranked at the #5 brand in the Lodging industry in the 2026 Entrepreneur rankings – marking its ability as a successful investment for owners. Homewood has been named a top value brand by USA Today and Forbes for families traveling.



# What makes Homewood Suites an upscale all suites brand?

- Defined as 5+ nights
- Approximately 38% of available rooms at Homewood Suites are occupied by guests staying 5 or more nights
- Homewood's average daily rate across this business is \$148.12
- In the upscale segment, guests enjoy added amenities like a full kitchen, living space, outdoor space, and laundry facilities.



# Who are our guests?

- Over 60% are business travelers
  - Government
  - Project travel
  - Corporate relocation
  - Insurance business
- +4 million home insurance claims annually in the U.S.
- 40 million Americans relocate each year
- Over 80% are Hilton Honors Members



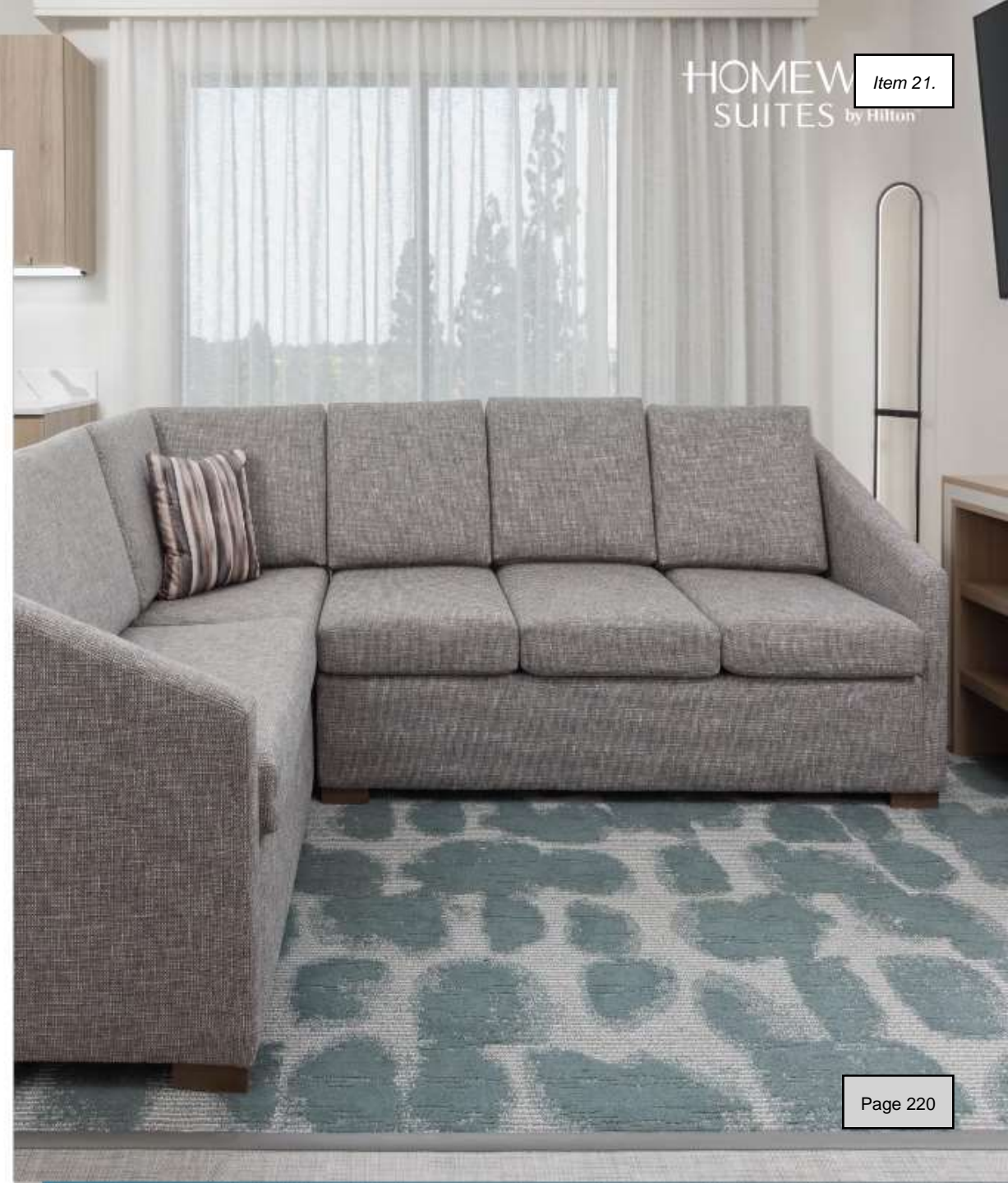
# Who are our guests?

- Families traveling for leisure
- Sports teams
- Routinely named one of the best hotel brands for families (Family Travel Magazine, The Points Guy)



# How do we protect brand integrity and asset value?

- Annual quality assurance inspections
- Required reinvestment in hotel through renovations and condition requirements, typically every 7 years



# What do we mean for your community?



**WORLD'S  
BEST  
HOSPITALITY  
WORKPLACE** Great Place To Work.

Employment in the hospitality industry offers a meaningful, rewarding career with real advancement opportunities in both operations and sales..

Hilton is routinely named the #1 hospitality company to work for and is currently ranked as the #2 place to work in the world. Many of Hilton's benefits extend to our franchised teams, including robust training and educational opportunities as well as our award-winning team member travel program. Our goal isn't just to attract the best talent, but to prepare our team members for their futures.

© 2026 Homewood Suites



# What is a “dual brand” hotel?

Dual brand hotels blend two hotel brands together to optimize both operations and real estate value while providing guests with more choice and a greater variety of amenities.



Hilton Garden Inn/Homewood Suites  
San Diego Downtown/Bayside

© 2026 Homewood Suites



Hampton by Hilton/Homewood Suites  
Boston

# Dual Brand Example:



Hilton Garden Inn/  
Homewood Suites  
Grand Prairie, TX



# Hilton Garden Inn/ Homewood Suites Grand Prairie, TX



# Hilton Garden Inn/ Homewood Suites Grand Prairie, TX



## Hilton Garden Inn/ Homewood Suites Grand Prairie, TX



Wes Hoblit, Managing Director

**Masterplan Consultants**

[wes@masterplanconsultants.com](mailto:wes@masterplanconsultants.com)

(214) 389-2280 (office)

1341 W. Mockingbird Lane, 107W

Dallas, TX 75247



## ENGINEERING SERVICES

**To: Mayor and Town Council**

**From: Joshua Cotton, P.E., Senior Engineer**

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

**Re: Bid Award: Legacy Drive (Prosper Trail – Parvin Road)**

**Town Council Meeting – May 19, 2026**

### Strategic Visioning Priority: Accelerate Infrastructure Delivery

#### **Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2026-12-B to McMahon Contracting LP, related to the Legacy Drive (Prosper Trail – Parvin Road) project, for \$5,875,569.95 and authorize \$200,000 for construction phase contingencies. The total purchase order amount is \$6,075,569.95.

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

On April 14, 2026, at 2:00 PM, nine (9) Competitive Sealed Proposals were received for the Legacy Drive (Prosper Trail – Parvin Road) project (2410-ST). The project consists of all work needed for construction of two lanes of Legacy Drive from Prosper Trail north approximately 1,400 feet, then transitioning to a four-lane divided suburban arterial adjacent to Watkins Middle School up to Parvin Road. Project includes construction of a bridge class multi-barrel culvert, concrete curb and gutter roadway, and underground drainage improvements.

The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria, which include standard percentages based on direction from the Town Council:

- Qualifications and Experience (10%)
  - Outline contractor and subcontractor experience with similar projects.
  - Outline qualifications of key personnel assigned to this project.
  - Provide references.
- Project Timeline (25%)
- Cost Proposal (65%)

The verified proposal totals ranged between \$5,875,569.95 and \$7,841,648.80. The Engineer's Estimate was \$7,722,533.74. The proposal's final completion times ranged from 195 calendar days to 570 calendar days.

McMahon Contracting LP, was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$5,875,569.95, and a project timeline of 195 calendar days. McMahon Contracting LP, previously completed the Teel Parkway (US 380 – First Street) and First Street (Teel Parkway - Gee Road) & Gee Road (First Street – Windsong Retail) projects for the Town of Prosper. In accordance with an Interlocal Agreement (ILA) between Prosper Independent School District (PISD) and the Town of Prosper (Town), PISD's School Board approved the Town's award recommendation to McMahon Contracting LP, on April 20, 2026.

**Budget Impact:**

The cost for the construction of the project is \$5,875,569.95. The contingency amount of \$200,000 will be used during the construction phase to address field changes or adjust quantities during construction. The use of the contingency fund will be documented with change order requests negotiated between Town staff and McMahon Contracting LP, as construction progresses.

The construction of the Legacy Drive (Prosper Trail – Parvin Road) project is being funded through an ILA with PISD executed on November 26, 2024. PISD is funding the construction through two deposits to the Town. Upon the Town's execution of a Construction Agreement with McMahon Contracting LP, PISD shall deposit the first half (1/2) of the construction costs. When the construction is 50% complete, PISD shall deposit the second half (1/2) of the construction costs with the Town. The deposited funds will be used for the construction of the Legacy Drive (Prosper Trail – Parvin Road) project under Account No. ST202410-CONST-CONST.

Once construction is complete, the Town will reimburse PISD in accordance with the ILA within four (4) years of Final Acceptance of the Legacy Drive (Prosper Trail – Parvin Road) project. This reimbursement includes a portion of the design costs (\$714,106.10), a portion of the construction costs (\$4,643,410.36), gas relocation costs within pre-existing easement (\$24,992.00), the cost difference between a 16-inch water line constructed by PISD and a 12-inch water line (\$110,415.00), and land acquisition costs associated with the Town's portion of the project (\$559,588.00) for an overall total of \$6,052,511.46. Reimbursement will also include a portion of the final materials testing costs incurred during construction and associated with the Town's portion of the project as noted in the ILA. Additional information regarding materials testing is provided on an accompanying Council agenda item for materials testing and is estimated at \$222,722 for the overall project.

At the time of the execution of the ILA, the total reimbursement amount was estimated and budgeted at \$10,000,000. Although still dependent on construction change orders (if needed), the currently anticipated reimbursement at the time of award of the construction contract is \$6,052,511.46 for all reimbursement items stipulated by the ILA and detailed above.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Location Map
2. Bid Tabulation Summary
3. Construction Agreement
4. PISD Approval

**Town Staff Recommendation:**

Town Staff recommends the Town Council authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2026-12-B to McMahon Contracting LP, related to the Legacy Drive (Prosper Trail – Parvin Road) project, for \$5,875,569.95 and authorize \$200,000 for construction phase contingencies. The total purchase order amount is \$6,075,569.95.


**Proposed Motion:**

I move to authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2026-12-B to McMahon Contracting LP, related to the Legacy Drive (Prosper Trail – Parvin Road) project, for \$5,875,569.95 and authorize \$200,000 for construction phase contingencies. The total purchase order amount is \$6,075,569.95.

# LOCATION MAP

## Legacy Drive (Prosper Trail - Parvin Road)



	<b>TOWN OF PROSPER</b>	
	<b>PROPOSAL TABULATION SUMMARY</b>	
	Solicitation Number	CSP No. 2026-12-B
	Solicitation Title	2410-ST Legacy Drive (Prosper Trail to Parvin Road)
Close Date	04/14/2026 at 2:00PM	

Responding Supplier	City	State	Response Submitted	Response Total	Total Days
Axis Contracting, Inc.	Dallas	TX	4/14/2026 12:22:01 PM (CT)	\$7,145,994.80	570
DDM Construction Corporation	Addison	TX	4/14/2026 01:45:52 PM (CT)	\$5,931,534.10	325
GRod Construction, LLC	Aurora	TX	4/14/2026 01:09:56 PM (CT)	\$7,125,450.70	395
JR West Texas Concrete LLC	Rice	TX	4/14/2026 01:10:29 PM (CT)	\$6,751,870.34	450
Mario Sinacola & Sons Excavating, Inc.	Frisco	TX	4/14/2026 01:50:44 PM (CT)	\$6,135,534.56	240
McMahon Contracting LP	Grand Prairie	TX	4/14/2026 01:28:16 PM (CT)	\$5,875,569.95	195
Pavecon Public Works, LP	Grand Prairie	TX	4/14/2026 01:59:20 PM (CT)	\$7,841,648.80	400
Ratliff Hardscape, Ltd	Carrollton	TX	4/14/2026 01:40:59 PM (CT)	\$7,693,485.06	365
Tiseo Paving Co.	Mesquite	TX	4/14/2026 01:21:11 PM (CT)	\$6,678,572.40	330

**\*\*All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified by:	Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Certified on:	April 14, 2026
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**CONSTRUCTION AGREEMENT**

THE STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN            )

KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **McMahon Contracting, LP**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**CSP NO. 2026-12-B  
2410-ST LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD)**

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

**A. Contract Documents and Order of Precedence**

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

#### **B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **five million, eight hundred seventy-five thousand, five hundred sixty-nine dollars and ninety-five cents (\$5,875,569.95)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

#### **C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within 180 calendar days after the date of the Notice to Proceed for the base proposal. Within 15 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Substantial Completion shall be defined as the date upon which all scheduled bid items included in the Contract have been constructed or installed completely to allow all facilities to function as designed and the Contractor has made a request for a final walk-through inspection with the Owner's Construction Superintendent, CIP Program Manager, Engineer, and other representatives.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Final Completion shall be defined as the date upon which all items identified during the final walk-through inspection as being incomplete or not functioning as designed (the "punch list") have been completed or corrected and the Contractor has requested final acceptance of the Project.

#### **D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY**

OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel, and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

#### **E. Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificate holder shall be listed as follows, with the project/contract number referenced:

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

re: CSP No. 2026-12-B 2410-ST Legacy Drive (Prosper Trail – Parvin Road)

##### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

##### 2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

**CSP NO: 2026-12-B 2410-ST Legacy Drive (Prosper Trail – Parvin Road)  
(Document Version 04/24)**

- 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury
  - 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

**F. Performance, Payment and Maintenance Bonds**

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the

work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

#### **G. Progress Payments and Retainage**

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

#### **H. Withholding Payments to Contractor**

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

#### **I. Acceptance of the Work**

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance

with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

#### **J. Acceptance of Erosion Control Measures**

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

#### **K. Final Payment**

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the

final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

#### **L. Contractor's Warranty**

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

**M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

**N. "Anti-Israel Boycott" Provision**

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

**O. IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.**

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

**P. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.**

In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

**Q. Other Items**

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage)

within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

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

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

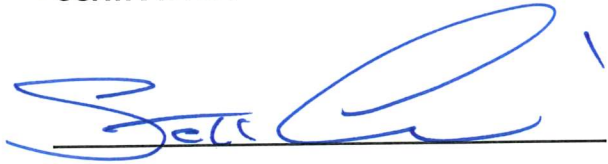
The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

*[Signatures continued on following page.]*

CONTRACTOR

TOWN OF PROSPER, TEXAS



By: Scott Cummings

By: **MARIO CANIZARES**

Title: President

Title: Town Manager

Date: 4-24-2026

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

Address: 3019 Roy Orr Blvd  
Grand Prairie, TX 75050

Address: 250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078

Phone: 972-263-6907

Phone: (972) 346-2640

Email: scottc@mcmahoncontracting.com

Email: mcanizares@prospertx.gov

ATTEST:

\_\_\_\_\_  
MICHELLE LEWIS SIRIANNI  
Town Secretary

**PERFORMANCE BOND**

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of **five million, eight hundred seventy-five thousand, five hundred sixty-nine dollars and ninety-five cents (\$5,875,569.95)** plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **19th day of May, A.D. 2026**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2026-12-B  
2410-ST LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**PRINCIPAL:**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

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Address

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Address

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City State Zip

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City State Zip

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Phone Fax

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Phone Fax

*[Signatures continued on following page.]*

ATTEST:

SURETY:

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

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Address

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City State Zip

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City State Zip

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Phone Fax

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Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date on Page 1 of Performance Bond must be **same date as Contract**. Date on Page 2 of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

**PAYMENT BOND**

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of **five million, eight hundred seventy-five thousand, five hundred sixty-nine dollars and ninety-five cents (\$5,875,569.95)** (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **19th day of May A.D. 2026**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2026-12-B  
2410-ST LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD)**

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

**IN WITNESS WHEREOF**, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**PRINCIPAL:**

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

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

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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City State Zip

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Phone Fax

*[Signatures continued on following page.]*

ATTEST:

SURETY:

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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City State Zip

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City State Zip

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Phone Fax

\_\_\_\_\_  
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

**MAINTENANCE BOND**

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as "Principal," and \_\_\_\_\_, a corporate surety/sureties organized under the laws of the State of \_\_\_\_\_ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of **five million, eight hundred seventy-five thousand, five hundred sixty-nine dollars and ninety-five cents (\$5,875,569.95)** (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

**WHEREAS**, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **19th day of May, 2026**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2026-12-B  
2410-ST LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

**WHEREAS**, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

**PROVIDED**, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

**PROVIDED**, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**PRINCIPAL:**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
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Address

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City State Zip

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City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

*[Signatures continued on following page.]*

**ATTEST:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SURETY:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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City State Zip

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Phone Fax

## **TECHNICAL SPECIFICATIONS**

- TS.01: PAY ITEM DESCRIPTIONS:** The pay item descriptions contained on the following pages are incorporated into this Contract's technical specifications.
- TS.02: GENERAL:** The Owner utilizes the current editions of Public Works Construction Standards – North Central Texas published by the North Central Texas Council of Governments (NCTCOG) and Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges published by the Texas Department of Transportation (TxDOT). Please reference the Construction Plans for all other technical specifications not contained herein.

## **TECHNICAL SPECIFICATIONS – PAY ITEM DESCRIPTIONS**

### **General**

Any and all Work specifically called for in the Contract Documents or which is required for the proper construction of items called for in the Contract Documents is to be performed by Contractor unless specifically indicated otherwise. **The cost of all work for which there is no separate pay item in the proposal shall be included in the price for a related pay item such that work called for or required by the Contract Documents will be constructed for the Contract Price.**

The following descriptions of certain pay items are intended to clarify the nature of the work required for this project. The provisions of the standard specifications shall apply, except as otherwise noted herein.

Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item. The contract shall be awarded based on the "TOTAL BID" for the funding that the Town has budgeted.

### **Pay Item No. 1 Mobilization/Demobilization, Bonds and Insurance (Max 5%)**

This item shall govern for obtaining bonds and insurance and the movement of personnel, construction equipment and supplies to the project site to enable the Contractor to begin work on the other contract items that will be performed by the Contractor. The maximum bid amount for this item shall not exceed five percent (5%) of the total bid.

Partial payments of the "Lump Sum" bid for mobilization will be as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

- (a) When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid or 2.5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- (b) When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- (c) When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- (d) When 15% of the adjusted contract amount for construction items is earned, 100% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.

### **Pay Item No. 2 Project Sign**

This pay item shall consist of providing and the installation of a project sign at a location determined by the Town. Each sign shall be constructed in accordance with the Town standard details and/or project specification. A dimensioned draft of the sign shall be provided to the Town for review and approval prior to manufacture.

Measurement and payment shall be made on the basis of price bid per each (EA) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work

**Pay Item No. 3 Right-of-Way Preparation**

This item shall consist of preparing the right of way for construction operations by the removal and disposal of all obstructions from the right of way and from designated easements, including trees of any size, where removal of such obstructions is not otherwise provided for in the plans and specifications.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 203.

Measurement and payment shall be per lump sum (LS) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work. Such obstructions include, but are not limited to, remains of houses, foundations, floor slabs, concrete, gravel, brick, lumber, plaster, septic tanks, basements, abandoned utility pipes or conduit, fences retaining walls shacks, trees of any size, stumps, bushes, or any other obstructions not specifically provided for elsewhere by the plans and specifications.

**Pay Item No. 4 Storm Water Pollution Prevention Plan & Erosion Control, Complete In Place, Incl. Maintenance & Removal**

This pay item shall consist of furnishing, installing, maintaining and removing erosion controls throughout the duration of the project in accordance with the Texas Commission on Environmental Quality's (TCEQ) permitting procedures and requirements for construction projects that disturb one (1) or more acres and in accordance with NCTCOG Standard Specifications (5<sup>TH</sup> Edition) Item 202. Under the Texas Pollution Discharge Elimination System (TPDES) general construction permit TXR 150000, the operator with control of construction plans and specifications (Owner) and the operator with day-to-day operational control (Contractor) are required to obtain a permit for the discharge of storm water runoff. The Contractor shall be required to prepare and implement a single comprehensive site-specific Storm Water Pollution Prevention Plan (SW3P) for the entire construction site. The Contractor shall: (1) sign the SW3P, (2) submit an NOI for Town and Contractor, and (3) post a site notice as part of the permit. The SW3P must describe and ensure the implementation of best management practices that will be used to reduce, to the maximum extent possible, the pollutants and storm water discharges associated with the construction activity and insure compliance with the terms and conditions of the permit. The SW3P must clearly indicate which operator is responsible for satisfying each shared requirement of the SW3P. The SWP3 shall be subject to approval by the Owner and must be retained on-site during the term of the construction. Notice must be posted if the SW3P is retained off-site.

A Texas Registered Professional Engineer must sign and seal the Erosion Control Plan (ECP) submitted as part of the SW3P. The Contractor shall submit a Notice of Termination for Town and Contractor upon completion of the project.

This work shall also include the installation and maintenance of:

- (a) Erosion control logs
- (b) Construction entrance;
- (c) Inlet protection;
- (d) Filter tubes
- (e) Check Dams

(f) Any additional erosion control measures required by the SW3P.

Measurement and payment shall be made on the basis of the price bid per lump sum (LS) for storm water pollution prevention plan & erosion control, complete in place, replacement, maintenance & removal. This includes any necessary revisions to the Erosion Control Plan throughout the term of construction and the installation, sequencing, and maintenance of structural control measures throughout the duration of construction. Payment shall be total compensation for furnishing all labor, materials, tools, and equipment necessary to complete the work. Payment shall be evenly prorated throughout the term of construction on a monthly basis, based on amount bid and time bid.

**Pay Item No. 5 Traffic Control**

This item shall consist of the implementation and maintenance of the necessary traffic control plan, barricades, concrete barriers, signs, message boards, arrow boards, & related devices including temporary asphalt pavement if needed, in accordance with the plans and project details or as deemed necessary by Town of Prosper personnel. This bid item also includes the necessary temporary shoring required for construction. The asphalt pavement and flexible base are included in separate bid items. All other items required for the temporary detour to construct the box culverts shall be considered subsidiary to this bid item. These items shall include but are not limited to pavement markings, additional asphalt pavement, other traffic control measures, etc.

Measurement and payment shall be per lump sum (LS) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 6 Borrow Material**

This item shall consist of required excavation, removal, and proper utilization of materials obtained from designated or approved off-site sources. Contractor must seek approval from Town of Prosper for off-site material. The soil must be properly lab tested prior to being delivered.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 203.4.

The quantity provided for this bid is the final quantity and will not be measured unless there are revisions to the scope of work. Payment shall be per cubic yard (CY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 7 Unclassified Street Excavation & Grading**

This item shall consist of unclassified street excavation. All work shall be performed in accordance with plans and project details.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 203.2.

Payment shall include the removal and stockpile of all unused excavated materials on adjacent area (as approved and directed by the Engineer), constructing, shaping, and finishing of all earthwork involved. This item includes removing unused excavated materials from the job site and disposing it to the proper site.

The quantity provided for this bid is the final quantity and will not be measured unless there are revisions to the scope of work. Payment shall be per cubic yard (CY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work. Operations necessary to excavate existing base to lower or raise subgrade shall be considered as subsidiary to this item and no additional compensation shall be given as such.

**Pay Item No. 8 Remove & Dispose of Existing Asphalt Pavement**

This item shall consist of removing and disposing of existing asphalt pavement in accordance with the plans.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 9 Remove & Dispose of Existing Concrete Pavement**

This item shall consist of removing and disposing of existing concrete pavement and sidewalk in accordance with the plans.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 10 Remove & Dispose Ex. Culvert (Various Type & Size)**

This item covers the removal of existing storm drain pipe as shown on the Plans for all types, sizes, and depths. Depending on sequence of construction, Contractor shall allow for removal of pipe in sections as construction scheduling allows. Cost shall include any temporary drainage facilities or connections required to maintain drainage and plug at end of storm drainpipe.

All material shall be completely removed with the voids backfilled with clean material in 10-inch maximum lifts. Compact each lift (level with subgrade elevation prior to lime stabilization) to 95% Std. Proctor density per ASTM D-698. Dispose of materials at an acceptable offsite location. The final surface shall be graded to match existing ground.

Measurement and payment shall be based on the unit price bid for linear foot (LF) of pipe removed and shall be full compensation for all labor, material, disposal costs, equipment, and incidentals necessary to complete this pay item.

**Pay Item No. 11 Remove & Dispose Ex. Headwall**

This item shall consist of removing and disposal of existing headwalls at the locations shown on the construction plans.

Measurement and payment shall be per each (EA) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 12 Remove & Dispose Existing Barbed-Wire Fence**

This item shall consist of removing and disposal of existing fence at the locations and limits shown on the construction plans.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 13 Remove & Dispose Existing Trees (>6-Inch)**

This item shall consist of removing and disposal of existing trees at the locations and limits shown on the construction plans.

Measurement and payment shall be per each tree to be removed (EA) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 14 Remove & Dispose of Ex. Stone Riprap**

This item shall consist of removing and disposal of existing stone riprap at the locations and limits shown on the construction plans.

Measurement and payment shall be per square yard to be removed (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 15 Moisture Conditioned Soil**

This item shall be constructed based on the following:

- a. Strip the site of all existing pavements including base materials if any present, and areas of vegetation to a minimum depth of 6 inches below existing grades. Remove any remaining organic or deleterious material under the planned paved areas.
- b. Cut or fill as needed to provide a minimum of depth noted in the plans of moisture conditioned soils below the pavement and lime stabilized soil depth for the roadway reconstruction. The area of the moisture conditioned soils should extend a minimum of 2 feet beyond the back of roadway curbs or edges.
- c. After stripping and performing necessary cut or fill, the exposed subgrade should be proof rolled. Proof rolling should consist of rolling the entire pavement subgrade with a heavily loaded, tandem-axle dump truck weighing at least 25 tons or other approved equipment capable of applying similar loading conditions. Any soft, wet or weak soils that are observed to rut or pump excessively during proof rolling should be removed and replaced with well-compacted, on-site clayey material as outlined below. The proof rolling operation should be performed under the observation of a qualified geotechnical engineer and superintendents.

After proof rolling, begin placing moisture conditioned fill to final subgrade elevation. The moisture conditioned fill should be placed in maximum 8-inch compacted lifts, compacted to at least 95 percent of the maximum dry density, as determined by ASTM D698 (standard Proctor), and placed at a moisture content that is at least 4 percentage point above the optimum moisture content, as determined by the same test ( $\geq +4\%$ ). Fill materials may be derived from on-site or may be imported as long as the materials are essentially free of organic materials and particles in excess of 4 inches in their maximum direction. Excavated weathered shale should not be used as moisture conditioned fill. Imported fill materials should have no less than 35 percent material passing a No. 200 mesh sieve and a Plasticity Index of no more than 30.

- d. Field density and moisture content testing should be performed at the rate of one test per 100 linear feet of pavement and utility trenches per lift.
- e. Surface grading adjacent to the edges of pavements flatwork should be sloped away from the edges to the maximum degree possible.

- f. A 10 mil polyliner moisture barrier shall be installed on top of the moisture treated subgrade and shall extend 6 feet past the edge of pavement.

Measurement and Payment shall be made on the basis of the unit price bid per cubic yard (CY), complete in place. Cost shall include all excavation of existing materials to the depth specified, proof rolling subgrade, filling, compaction and watering of the excavated soils to achieve the required treated soils and density, and installation of a polyliner moisture barrier over the moisture conditioned soils.

**Pay Item No. 16 9-Inch Thick Reinforced Concrete Pavement (Including Integral Curb)**

This item shall consist of 9-Inch thick reinforced concrete pavement including integral curb. All work shall be performed in accordance with plans and project details. Pavement must obtain a minimum compressive strength of 4,000 psi within 28 days for machine placed and a minimum compressive strength of 4,500 psi within 28 days for hand placed.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 303.

Field Quality Control:

Concrete Tests: Testing and acceptance of concrete shall meet the requirements specified in NCTCOG section 303.8.

Grade and Smoothness Tests:

1. Plan Grade: Finished surface of the flatwork shall not vary more than 0.04 ft. above or below the plan grade or elevation. Finished surfaces of abutting pavement and walks shall coincide at their juncture. Where a new pavement or walk abuts an existing surface, transition pavement or walk strip shall be installed.
2. Surface Smoothness: Finished surface of the flatwork shall have no abrupt changes of more than 1/8" and shall not deviate from the testing edge of a 12 ft. straight edge more than 1/4" plus or minus tolerance. Flow line of gutters shall not deviate from the testing edge of a 10 ft. straight edge more than 1/8" plus or minus tolerance.
3. Concrete Cracking: Contractor is responsible for controlling all concrete cracking. If more than one (1) crack per panel occurs, the Contractor may be required to remove and replace the panel as directed by the Engineer or Owner at the Contractor's expense. No additional pay.

Standard Finishing: Strike slabs off true by double screeding to the required level at or below the elevations and grades shown on the drawings. Set edge forms and screed strips accurately to produce the designated elevations and contours.

1. Walks: Float with wood floats to true planes with no coarse aggregate visible. Hand trowel to produce smooth surfaces. Brush surfaces with a soft fiber brush to produce a uniformly striated finish. Edge concrete surfaces with a rounded edging tool.
2. Curbs and gutters: All curbs shall be formed and finished with a preformed mechanical mule. No hand formed curbs shall be allowed except in those areas that require transitioning to a laydown curb, inlet or radii less than 4 feet. Cross brush surfaces with a soft fiber brush to produce a fine brush finish.

3. Approaches: Screed and float to a monolithic medium float finish and belt with a canvas belt to produce a herringbone texture finish.
  - a. Curb Ramps: Provide tooled grooves with chemical staining of concrete as detailed.
  - b. Paving: Vibratory screed the concrete. The vibratory screed shall run along the forms for all paving areas except intersections. The use of a hand-held vibratory screed may be used at intersections. The surface shall be troweled and edged with a steel trowel and then broomed to obtain a smooth, uniform brush finish.

Expansion Joints: Locate expansion joints around fixed objects within or abutting concrete, and at intervals of not more than 35 ft. o.c. along walks and curbs and 150 ft. o.c. along drive and parking paving unless otherwise shown on the plans.

1. Install preformed filler with the top edge approximately 1/4" below the finished concrete surface to leave a neat, straight joint.
2. Joints shall be 1/2" wide unless specifically dimensioned otherwise on the drawings. Joint edges shall be rounded with an edging tool.
3. There shall be no connection by reinforcement or keyway across expansion joints. Joints shall be held in alignment with sleeved, smooth dowels where required.

Concrete:

1. Place concrete in accordance with ACI 301 and 304. Deposit concrete so that specified slab thickness will be obtained with use of a vibratory screed and finishing operations. Minimize handling to prevent segregation. Consolidate concrete by suitable means to prevent formation of voids or honeycombs. Exercise care to prevent disturbance of forms and reinforcing and damage to vapor retarder. Place concrete to lines and levels shown, properly sloped to drain into adjacent yard areas or drainage structures.
2. Hot Weather Placement: ACI 305.
3. Cold Weather Placement: ACI 306.
4. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
5. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
6. The Contractor shall not back over the steel at any time while pouring concrete. Construction sequencing efforts shall be utilized to successfully make each concrete pour. If necessary, the Contractor shall utilize concrete pumping to perform the work.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 17 6-Inch Thick Reinforced Concrete Pavement (Including Integral Curb)**

This item shall consist of 6-Inch concrete pavement. All work shall be performed in accordance with plans and project details. Pavement must obtain a minimum compressive strength of 4,000 psi within 28 days for machine placed and a minimum compressive strength of 4,500 psi within 28 days for hand placed.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 303.

Field Quality Control:

Concrete Tests: Testing and acceptance of concrete shall meet the requirements specified in NCTCOG section 303.8.

Grade and Smoothness Tests:

4. Plan Grade: Finished surface of the flatwork shall not vary more than 0.04 ft. above or below the plan grade or elevation. Finished surfaces of abutting pavement and walks shall coincide at their juncture. Where a new pavement or walk abuts an existing surface, transition pavement or walk strip shall be installed.
5. Surface Smoothness: Finished surface of the flatwork shall have no abrupt changes of more than 1/8" and shall not deviate from the testing edge of a 12 ft. straight edge more than 1/4" plus or minus tolerance. Flow line of gutters shall not deviate from the testing edge of a 10 ft. straight edge more than 1/8" plus or minus tolerance.
6. Concrete Cracking: Contractor is responsible for controlling all concrete cracking. If more than one (1) crack per panel occurs, the Contractor may be required to remove and replace the panel as directed by the Engineer or Owner at the Contractor's expense. No additional pay.

Standard Finishing: Strike slabs off true by double screeding to the required level at or below the elevations and grades shown on the drawings. Set edge forms and screed strips accurately to produce the designated elevations and contours.

4. Walks: Float with wood floats to true planes with no coarse aggregate visible. Hand trowel to produce smooth surfaces. Brush surfaces with a soft fiber brush to produce a uniformly striated finish. Edge concrete surfaces with a rounded edging tool.
5. Curbs and gutters: All curbs shall be formed and finished with a preformed mechanical mule. No hand formed curbs shall be allowed except in those areas that require transitioning to a laydown curb, inlet or radii less than 4 feet. Cross brush surfaces with a soft fiber brush to produce a fine brush finish.
6. Approaches: Screed and float to a monolithic medium float finish and belt with a canvas belt to produce a herringbone texture finish.
  - a. Curb Ramps: Provide tooled grooves with chemical staining of concrete as detailed.
  - b. Paving: Vibratory screed the concrete. The vibratory screed shall run along the forms for all paving areas except intersections. The use of a hand-held vibratory screed may be used at intersections. The surface shall be troweled and edged with a steel trowel and then broomed to obtain a smooth, uniform brush finish.

Expansion Joints: Locate expansion joints around fixed objects within or abutting concrete, and at intervals of not more than 35 ft. o.c. along walks and curbs and 150 ft. o.c. along drive and parking paving unless otherwise shown on the plans.

4. Install preformed filler with the top edge approximately 1/4" below the finished concrete surface to leave a neat, straight joint.

5. Joints shall be ½" wide unless specifically dimensioned otherwise on the drawings. Joint edges shall be rounded with an edging tool.
6. There shall be no connection by reinforcement or keyway across expansion joints. Joints shall be held in alignment with sleeved, smooth dowels where required.

Concrete:

7. Place concrete in accordance with ACI 301 and 304. Deposit concrete so that specified slab thickness will be obtained with use of a vibratory screed and finishing operations. Minimize handling to prevent segregation. Consolidate concrete by suitable means to prevent formation of voids or honeycombs. Exercise care to prevent disturbance of forms and reinforcing and damage to vapor retarder. Place concrete to lines and levels shown, properly sloped to drain into adjacent yard areas or drainage structures.
8. Hot Weather Placement: ACI 305.
9. Cold Weather Placement: ACI 306.
10. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
11. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
12. The Contractor shall not back over the steel at any time while pouring concrete. Construction sequencing efforts shall be utilized to successfully make each concrete pour. If necessary, the Contractor shall utilize concrete pumping to perform the work.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 18 Stamped & Stained Concrete Median Pavement**

This item shall consist of the construction of 4-Inch stamped & stained concrete. The concrete shall be Class 'A' with a minimum concrete strength of 3,000 psi at 28 days and reinforced with #4 reinforcing bars at 18-Inch spacing in each direction. All work shall be performed in accordance with plans and project details. Contractor to confirm stain color with Town prior to construction.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 19 12-Inch Lime Treated Subgrade**

This item shall consist of lime stabilization of roadway subgrade. All work shall be performed in accordance with plans and project details. Application rate for lime shall be as specified in the plans and geotechnical report.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 301.2.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 20 6-Inch Flexible Base (FOR TEMPORARY DETOUR)**

These items shall include the furnishing and complete in place installation of 6" Flexible Base at the locations shown on the plans. The flexible base shall be installed in accordance with TxDOT Standards (Item 247) and details. Grade 1-2, Type D.

Payment shall be per square yard (SY) of flexible base installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work. Contractor should provide truck tickets to the Town staff.

**Pay Item No. 21 6-Inch Asphalt Pavement (2-Inch SP-D, 4-Inch SP-B) (FOR TEMPORARY DETOUR)**

These items shall include the furnishing and complete in place installation of 2-Inch SP-D & 4-Inch SP-B at the locations shown on the plans. The asphalt shall be installed in accordance with TxDOT Standards (Item 344) and details. Contractor to submit a mix design for approval.

Payment shall be per square yard (SY) of asphalt installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 22 Prime Coat (MC-30 or AE-P) (FOR TEMPORARY DETOUR)**

These items shall include the furnishing and complete in place installation of prime coat (MC-30 or AE-P) at the locations shown on the plans. The prime coat shall be installed in accordance with TxDOT Standards (Item 310) and details.

Payment shall be per square yard (SY) of prime coat installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 23 Hydrated Lime (8%)**

This item consists of providing the Hydrated Lime used to treat the subgrade. All work shall be performed in accordance with plans and project details including geotechnical recommendations. This item shall be governed by all applicable provisions of NCTCOG Standard Specifications (5TH Edition) Item 301.2.

Measurement and payment related to hydrated lime shall be on the basis of the price bid per ton (TON) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work. The existing material is known to have low to moderate sulfate levels per the geotechnical report, if a double lime application is required due to borrow material that has high sulfate levels, the additional lime application shall be considered subsidiary to this bid item. Contractor shall test all borrow material prior to delivery.

**Pay Item No. 24 8-Inch Asphalt Pavement (2-Inch SP-D, 6-Inch SP-B)**

These items shall include the furnishing and complete in place installation of 2-Inch SP-D & 6-Inch SP-B at the locations shown on the plans. The asphalt shall be installed in accordance with TxDOT Standards (Item 344) and details. Contractor to submit a mix design for approval.

Payment shall be per square yard (SY) of asphalt installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 25 Prime Coat (MC-30 or AE-P)**

These items shall include the furnishing and complete in place installation of prime coat (MC-30 or AE-P) at the locations shown on the plans. The prime coat shall be installed in accordance with TxDOT Standards (Item 310) and details.

Payment shall be per square yard (SY) of prime coat installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 26 Barrier Free Ramp**

This work includes the construction of pedestrian ramps at locations shown in the plans or as determined by the Engineer, in accordance with the appropriate details and specifications. All concrete used for the barrier free ramp construction shall be Class "A" concrete with a minimum compressive strength of 4,000 psi at 28 days. No fly ash will be permitted. Barrier free ramps that guide pedestrians across only one leg of the intersection shall be quantified as "single" ramp, while barrier free ramps that guide pedestrians across two legs of the intersection shall be quantified as a "double" ramp.

All ramp construction shall be in compliance with the Texas Accessibility Act Article 9102 of the Texas Civil Statute as administered by the Texas Department of Licensing and Regulations. This includes the correct slope, correct width, correct texture, and correct color differentiation (i.e. staining to the finished ramp). The Engineer shall verify each ramp prior to final acceptance. Any ramp found to be in noncompliance shall be removed and brought to compliance at the Contractor's sole expense.

Measurement and payment for construction of barrier free ramps and materials furnished completed and in place as provided herein shall be made on the basis of the price bid per each (EA) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 27 Construct Street Header**

This item shall consist of constructing a street header at locations shown on the construction plans or as determined by the Engineer, in accordance with the appropriated details. This item shall be governed by all applicable provisions of NCTCOG Standard Specifications (5TH Edition) Item 305.4.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 28 Furnish & Install TxDOT Metal Beam Guard Fence**

This item shall consist of furnishing and installing of metal beam guard fence at the locations shown on the plans per TxDOT standards.

Measurement and payment shall be per linear foot (LF) of fence and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 29 Furnish & Install TxDOT TL-2 Thrie-Beam Transition**

This item shall consist of furnishing and installing of a TxDOT TL-2 Thrie-Beam Transition at the locations shown on the plans per TxDOT standards.

Measurement and payment shall be per each (EA) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 30 Furnish & Install TxDOT MSKT-MASH-TL-3 Impact Head**

This item shall consist of furnishing and installing of a TxDOT MSKT-MASH-TL-3 Impact Head at the locations shown on the plans per TxDOT standards.

Measurement and payment shall be per each (EA) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 31 Furnish & Install TxDOT Downstream Anchor Terminal**

This item shall consist of furnishing and installing of a TxDOT Downstream Anchor Terminal at the locations shown on the plans per TxDOT standards.

Measurement and payment shall be per each (EA) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 32 Furnish & Install 2-Inch PVC Conduit**

This item shall include furnishing and installing 2-Inch PVC Conduit at the locations shown on the construction plans or as determined by the Engineer. This item shall be governed by all applicable provisions of NCTCOG Standard Specifications (5TH Edition) Item 501.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 33 Furnish & Install 4-Inch PVC Conduit**

This item shall include furnishing and installing 4-Inch PVC Conduit at the locations shown on the construction plans or as determined by the Engineer. This item shall be governed by all applicable provisions of NCTCOG Standard Specifications (5TH Edition) Item 501.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 34 Furnish & Install Bermuda Sod**

Furnish and install bermuda sod, including removal of any rocks or debris greater than 1/2-inch, 4-inches of Top Soil, fertilizer, and watering until established and accepted by the Town.

Measurement and payment shall be made based on the unit price bid per square yard (SY) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 35 Furnish & Install Traffic Signs**

This bid item shall include the furnishing installation of new traffic signs as shown on the plans and conforming to the Town standard details. This bid item shall include the pole, hardware, and foundation regardless of type, number of signs, number of street name plates, and size.

Measurement and payment for work performed and materials furnished related to installing a new traffic sign shall be on the basis of the price bid per each (EA) and shall be full compensation for furnishing all labor, materials, supplies, equipment, and incidentals necessary to complete the work as specified.

**Pay Item No. 36 Install 24-Inch Wide Solid White Stop Bar (Thermoplastic)**

This item includes installation of a 24-Inch wide solid white stop bar at locations shown on the construction plans. The contractor shall clean the surface property before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and details included in the plans. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 37 Install Crosswalk Markings (Thermoplastic)**

This item includes installation of solid white crosswalk markings at the locations shown on the construction plans. The contractor shall clean the surface property before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and Town details. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 38 Install Solid 8-Inch Turn Lane Line (Thermoplastic)**

This item includes installation of white solid turn lane lines at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 39 Install Solid 6-Inch White Edge Line (Traffic Paint)**

**Pay Item No. 40 Install Solid 6-Inch Yellow Edge Line (Traffic Paint)**

This item includes installation of white and yellow solid lines at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be painted.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 41 Install Solid Double Yellow Center Line (Thermoplastic)**

This item includes installation of double yellow center line at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 42 Install Yellow Diagonal Crosshatching (Traffic Paint)**

**Pay Item No. 43 Install White Diagonal Crosshatching (Traffic Paint)**

This item includes installation of diagonal and chevron crosshatching at the locations shown on the construction plans. The contractor shall clean the surface property before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be painted.

Measurement and payment shall be per linear foot (LF) of striping and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 44 Install 6-Inch Broken White Lane Lines**

This item includes installation of broken white lane lines at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 45 Furnish & Install Type I-C Marker**

**Pay Item No. 46 Furnish & Install Type II-C-R Marker**

**Pay Item No. 47 Furnish & Install Type II A-A Marker**

This item includes installation of pavement markers at the locations shown on the plans. This item shall conform to TxDOT Standards.

Measurement and payment shall be per each (EA) pavement marker installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 48 Install Thermoplastic Turn Arrow**

This item includes installation of pavement arrow markings (white 90 mil thermoplastic) at the locations shown on the plans. This item shall conform to TxDOT Standards. The contractor shall clean the surface properly before applying the pavement marking.

Measurement and payment shall be per each (EA) pavement marking installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 49 Install 12-Inch Thermoplastic School Zone Line**

This item includes installation of 12-Inch white solid school zone lines at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 50 Install Thermoplastic 'ONLY' Markings**

This item includes installation of pavement 'ONLY' markings (white 90 mil thermoplastic) at the locations shown on the plans. This item shall conform to TxDOT Standards. The contractor shall clean the surface properly before applying the pavement marking.

Measurement and payment shall be per each (EA) pavement marking installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 51 Furnish & Install 5-Strand Barbed Wire Fence**

This item shall consist of the construction of a 5-strand barbed wire fence. This item includes all posts and necessary materials to install the fence. All work shall be performed in accordance with plans and project details.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 52 Furnish & Install Vehicle Gate**

This item shall consist of the construction of a vehicle gate. This item shall include all posts, connections to adjacent fence, etc. required to install the gate.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 53 Furnish & Install 72-Inch Corrugated Metal Pipe**

This item shall consist of the construction of the 72-Inch Corrugated Metal Pipe. All work shall be performed in accordance with plans and project details.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 54 Furnish & Install 21-Inch RCP Class III**

**Pay Item No. 55 Furnish & Install 24-Inch RCP Class III**

**Pay Item No. 56 Furnish & Install 30-Inch RCP Class III**

**Pay Item No. 57 Furnish & Install 36-Inch RCP Class III**

**Pay Item No. 58 Furnish & Install 42-Inch RCP Class III**

**Pay Item No. 59 Furnish & Install 48-Inch RCP Class III**

**Pay Item No. 60 Furnish & Install 54-Inch RCP Class III**

**Pay Item No. 61 Furnish & Install 60-Inch RCP Class III**

This work includes the construction of all RCP storm drain (various sizes) at the locations shown on the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications, including NCTCOG Item 501.6 and 508.3. All RCP storm drain shall be Class III (NCTCOG Item 501.6) as indicated on the plans. All bends shall be prefabricated. Ram-nek joint material shall be used for all joints, unless approved otherwise by the Engineer. This work shall include trench excavation, preparation and shaping of bedding, transporting of pipe, jointing, connections to existing and/or proposed improvements and structures, embedment, backfill, and temporary pavement repair, if necessary. Embedment shall be in accordance with the plans and specifications.

Where leads or pipe terminate into an existing system, this work shall include construction of a concrete collar at the junction to form a watertight connection. The construction of concrete collars, as required by these specifications and the connection to the existing storm sewer line will not be paid for directly but shall be considered subsidiary to this pay item.

This work shall also include the construction of temporary pavement repair, when necessary or as determined by the Engineer, consisting of 2-Inch Type B HMA on 6" Flex Base. Temporary pavement repair shall be constructed and maintained along all storm drain installed in areas that need to be open to traffic prior to the construction of the final pavement. Temporary pavement repair, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

Measurement and payment for work performed and materials furnished related to the construction of RCP storm drain (various sizes and/or classes), as provided herein, shall be made on the basis of the price bid per linear foot (LF) in accordance with NCTCOG Item 508.6, and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 62 Furnish & Install 10-ft X 8-ft RCB**

All RCB storm drain shall be Class III unless otherwise specified and installed in accordance with plans and project details. Backfill and embedment shall be per Standard Specification. All bends shall be prefabricated. Where leads or pipe terminate into the system, a concrete collar shall be poured at the junction to form a watertight connection. This item includes the 6" flexible base subgrade and filter fabric, reference the plans for details. The RCB may be pre-cast or cast-in-place.

This work shall include trench excavation, preparation and shaping of bedding, transporting of pipe, jointing, connections to existing and/or proposed improvements and structures, embedment, backfill, and temporary pavement repair, if necessary. Embedment shall be in accordance with the plans and specifications.

This item includes any and all construction methods to install the RCB in the existing channel. This includes but is not limited to dewatering, temporary diversion, temporary erosion control, additional excavation (not included in unclassified excavation bid item) etc. to perform the work. Anything associated with the construction of the RCB shall be considered subsidiary to this bid item.

This work shall also include the construction of temporary pavement repair, when necessary or as determined by the Engineer, consisting of 2-Inch Type B HMA on 6" Flex Base. Temporary pavement repair shall be constructed and maintained along all storm drain installed in areas that need to be open to traffic prior to the construction of the final pavement. Temporary pavement repair, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 501.6. Measurement and payment shall be per the linear foot (LF) of box installed at all depths, including all excavation, embedment, backfill and incidentals necessary to complete the work.

**Pay Item No. 63 Trench Safety for Storm Drain Construction**

This work includes preparing a job specific trench safety plan and installing the proper shoring and/or bracing to adequately provide a safe trench situation for all utility construction (i.e., storm drain, water and/or sanitary sewer), in compliance with current regulations and requirements of the United States Department of Labor Occupational Safety and Health Administration (OSHA) and in accordance with the appropriate details and specifications, including NCTCOG Item 107.19.3. The Contractor shall have a Trench Safety Plan prepared, signed and sealed by a professional engineer, and provided to the Engineer prior to the start of construction. The preparation of the trench safety plan, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

Measurement and payment for work performed and materials furnished related to the preparation of a trench safety plan and the installation of a trench safety systems, as provided herein, shall be made on the basis of the price bid per linear foot (LF) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 64 Furnish & Install Recessed 10-Foot Curb Inlet****Pay Item No. 65 Furnish & Install Recessed 12-Foot Curb Inlet**

**Pay Item No. 66 Furnish & Install Recessed 15-Foot Curb Inlet****Pay Item No. 67 Furnish & Install Recessed 20-Foot Curb Inlet****Pay Item No. 68 Furnish & Install Standard 10-Foot Curb Inlet****Pay Item No. 69 Furnish & Install Standard 15-Foot Curb Inlet**

This work includes the construction of standard & recessed curb inlets (various lengths & widths) at the locations shown on the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications, NCTCOG Item 702, and details specified in the plans. Concrete used for the construction of inlets shall be Class "C", with a minimum 3,600 psi compressive strength when tested at 28 days.

Measurement and payment for work performed and materials furnished related to the construction of curb inlets (various types, lengths & widths), as provided herein, shall be made based on the price bid per each (EA) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 70 Furnish & Install 4-ft x 4-ft Junction Box****Pay Item No. 71 Furnish & Install 5-ft x 5-ft Junction Box****Pay Item No. 72 Furnish & Install 6-ft x 6-ft Junction Box**

These items shall include the furnishing and complete in place installation of storm drain junction boxes at the size, depth, and locations shown on the plans. The junction boxes shall be installed in accordance with NCTCOG (5TH Edition) Item 502.1 and Town design standards and details.

Payment shall be for each (EA) junction box installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 73 Furnish & Install 4-ft x 4-ft Wye Inlet**

These items shall include the furnishing and complete in place installation of wye inlets of at the depth and locations shown on the plans. The inlets shall be installed in accordance with NCTCOG (5TH Edition) Item 702 and Town design standards and details.

Payment shall be for each (EA) inlet installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 74 TxDOT Type PW Concrete Headwall (162 LF) Incl. Rail Anchorage Curb****Pay Item No. 75 TxDOT Type PW Concrete Headwall (174 LF) Incl. Rail Anchorage Curb**

This item shall include the furnishing and complete in place installation of TxDOT Type PW headwall of at the locations shown on the plans. This item shall include the construction of the rail anchorage curb per TxDOT detail. The headwalls shall be installed in accordance with TxDOT Standards and details.

Payment shall be for each (EA) headwall installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 76 TxDOT Type C402 Combination Rail**

This item shall include the furnishing and complete in place installation of TxDOT Type C402 Combination Rail at the locations shown on the plans. The rail shall be installed in accordance with TxDOT Standards and details. This item includes all materials needed to finish the face of the rail per the standards shown on the plans, including the formliner, paint, and powder coating of the metal bridge rail.

Payment shall be per linear foot (LF) of rail installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 77 Town Standard Pedestrian Rail W/ Concrete Mow Strip**

These items shall include the furnishing and complete in place installation of Town Standard Pedestrian Rail with concrete mow strip at the locations shown on the plans. The rail shall have a Prosper Brown powder coated finish.

Payment shall be per linear foot (LF) of rail installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 78 Furnish & Install Stone Riprap (12-Inch Thick Riprap, 6-Inch Thick Bedding)**

**Pay Item No. 79 Furnish & Install Stone Riprap (18-Inch Thick Riprap, 6-Inch Thick Bedding)**

This item shall consist of installation of rock riprap at this specified thickness and 6-Inch thick bedding. All work shall be performed in accordance with plans and project details.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 803.3.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 80 Furnish & Install Temporary Shoring**

This item shall include the furnishing and complete in place installation of temporary shoring at the locations shown on the plans. The shoring shall be in accordance with TxDOT Item 423. TxDOT detail for Temporary Earth Retaining Wall RW(TEW) can be used as a reference but the contractor may submit alternative shoring methods for approval. The backfill material for any temporary walls shall be Type DS. The Type DS material shall be placed at least one foot above the 100-yr WSEL. Type 1 Filter Fabric shall be placed along all edges of the Type DS Material. The Type DS backfill material and filter fabric is included in this bid item. The height of the shoring may vary; no additional pay will be provided for shoring that is taller than expected. It is the contractor's responsibility to review the plans thoroughly and bid accordingly. The Contractor shall submit a temporary shoring wall design that is signed and sealed by a registered engineer for review and approval.

Payment shall be per linear foot (LF) of temporary shoring installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

# CONSENT AGENDA

Item 22.

*A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material.*

**The Board approved the Consent Agenda as presented (6-0 vote)**

- 12. A. Approve the minutes of prior meeting(s): March 9, 2026 and March 30, 2026
- 12. B. Consideration and possible action regarding approval of Library Material Procurement List as recommended by the School Library Advisory Council
- 12. C. Consideration and possible action regarding interlocal agreement between Collin County Governmental Purchasers Forum and Prosper ISD
- 12. D. Consideration and possible action regarding interlocal agreement between Region 4 Education Service Center and Prosper ISD
- 12. E. Consideration and possible action regarding the interlocal agreement with the Town of Prosper and their recommended contractor of the Legacy Road project
- 12. F. Consideration and possible action regarding approval of Local Restaurant, Fast Food, Food Trucks, and Catering Extended Opening bid
- 12. G. Consideration and possible action regarding a resolution authorizing sale or exchange of real property
- 12. H. Consideration and possible action regarding Certification of Provision of Instructional Materials Survey
- 12. I. Consideration and possible action regarding approval of Records Management Officer and Records Management policy

**Joshua Cotton**

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**From:** Todd Shirley <stshirley@prosper-isd.net>  
**Sent:** Tuesday, April 21, 2026 10:44 AM  
**To:** Joshua Cotton  
**Cc:** Jonathan Payne; Hulon Webb; Pete Anaya  
**Subject:** Re: [\*EXTERNAL\*] - Re: Legacy Drive

Joshua,  
This was approved by our Board last night.  
Thanks,  
Todd

On Wed, Apr 15, 2026 at 12:33 PM Joshua Cotton <[jcotton@prospertx.gov](mailto:jcotton@prospertx.gov)> wrote:

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Good afternoon, Mr. Shirley.

Attached are the Proposal Tabulation Summary and Scoring Matrix for the 2410-ST Legacy Drive (Prosper Trail – Parvin Road) project. Based on the scoring, **McMahon Contracting LP** will be the contractor recommended to Town Council for award. As noted on the summary, McMahon Contracting LP also proposed the lowest construction cost and duration. If the Prosper ISD school board concurs with this selection at their April 20<sup>th</sup> meeting, Engineering anticipates taking the construction agenda item for 2410-ST to Town Council during its May 19, 2025, meeting.

Please let me know if you need any additional information for Prosper ISD's meeting. Thank you for your time and effort.

---

**From:** Todd Shirley <[stshirley@prosper-isd.net](mailto:stshirley@prosper-isd.net)>  
**Sent:** Wednesday, April 8, 2026 3:23 PM  
**To:** Joshua Cotton <[jcotton@prospertx.gov](mailto:jcotton@prospertx.gov)>  
**Cc:** Jonathan Payne <[jpayne@tnpinc.com](mailto:jpayne@tnpinc.com)>; Hulon Webb <[HWebb@prospertx.gov](mailto:HWebb@prospertx.gov)>; Pete Anaya <[PAmaya@prospertx.gov](mailto:PAmaya@prospertx.gov)>  
**Subject:** Re: [\*EXTERNAL\*] - Re: Legacy Drive

Joshua,

The timing of what you have included should work for us. I will add it to the Board agenda. If someone can send me the details as soon as they are available, I would appreciate it. Our Board will want to have some idea of what they are voting on beforehand.

Thanks,

Todd

On Wed, Apr 8, 2026 at 10:50 AM Joshua Cotton <[jcotton@prospertx.gov](mailto:jcotton@prospertx.gov)> wrote:

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Good morning, Mr. Shirley. The proposals are due Tuesday afternoon on April 14<sup>th</sup>. It will require internal coordination and carving out time for the Town review committee, but I should be able to share with you April 16<sup>th</sup> afternoon which contractor scored the highest and which contractor will be taken to Town Council for their review and approval. If TNP can also perform their review of the bid tabs within the same couple of days, then will that give you enough time to share with the PISD board for their review and approval on their April 20<sup>th</sup> meeting?

Please correct me if my reading is wrong, but the ILA appears to indicate that PISD review and approval is needed prior to Town construction activities. As such, it seems prudent to get PISD board approval prior to Town Council official award to the contractor.

Just hoping to avoid delaying the start of construction on the administrative side. If you have any questions, please feel free to ask. Thank you.

---

**From:** Todd Shirley <[stshirley@prosper-isd.net](mailto:stshirley@prosper-isd.net)>  
**Sent:** Wednesday, April 8, 2026 9:53 AM  
**To:** Jonathan Payne <[jpayne@tnpinc.com](mailto:jpayne@tnpinc.com)>  
**Cc:** Joshua Cotton <[jcotton@prospertx.gov](mailto:jcotton@prospertx.gov)>  
**Subject:** [\*EXTERNAL\*] - Re: Legacy Drive

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Jonathan,

Do you know when a contractor will be chosen? This likely will need to go to the Board, but I'm guessing a contractor won't be selected until after April 20th. This would then push it to the May meeting. Please let me know when a contractor will be awarded.

Thanks,  
Todd

On Mon, Apr 6, 2026 at 11:32 AM Jonathan Payne <[jpayne@tnpinc.com](mailto:jpayne@tnpinc.com)> wrote:

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Todd,

I wanted to let you know that is project is out for bid and the Town is scheduled to open bids next week on 4/14.

Does this need to go to the school board for review and approval? Or once a contractor is selected, does that go through you for approval?

If it needs to go to the school board for approval, would it be possible to go ahead and get it on the agenda for the meeting on 4/20?

Thanks,



**Jonathan Payne, PE, CFM**

Senior Project Manager, Associate

☎ 214.988.9921 direct | 214.789.2925 mobile | 817.336.5773 front desk

🏠 Fort Worth | Allen | Denton | Katy | The Woodlands | Houston



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## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Joshua Cotton, P.E., Senior Engineer

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

**Re:** Construction Material Testing and Observation Services Agreement  
 Legacy Drive (Prosper Trail – Parvin Road)

Town Council Meeting – May 19, 2026

### Strategic Visioning Priority: Accelerate Infrastructure Delivery

#### **Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy Drive (Prosper Trail – Parvin Road) project in the amount of \$222,722.

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

At the May 19, 2026, Town Council meeting, the Town Council awarded McMahan Contracting LP, the construction contract for the Legacy Drive (Prosper Trail – Parvin Road) project (2410-ST). In conformance with standard practice for governmental entities, the Town of Prosper is contracting with an independent firm for professional construction materials testing and observation services instead of the selected contractor including these services in their proposals.

Construction materials testing and observation services are typically 1% to 5% of a project's construction cost depending on its scope. The proposal from Geotex Engineering, LLC for construction materials testing and observation services is 3.80% of the CIP project's construction cost. The proposed services will be delivered on an as-needed basis and invoiced based on the actual quantity of work performed during construction. After establishing a fee schedule, the scope of services has been estimated based on standard practices and requirements for materials testing frequencies within the construction industry.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified firms, which included services for Geotechnical Engineering and Material Testing. Geotex Engineering, LLC, is included on the approved list. Geotex Engineering, LLC, successfully completed the testing for the Legacy (Prairie – First) project.

**Budget Impact:**

The estimated cost for professional construction materials testing and observation services is \$222,722. The costs will be initially covered by the same Interlocal Agreement (ILA) dated November 26, 2024, with Prosper Independent School District (PISD) which is funding the construction of the Legacy Drive (Prosper Trail – Parvin Road) project. PISD is funding the construction costs, including professional construction materials testing and observation services, through two deposits to the Town of Prosper (Town). Upon the Town's execution of a Construction Agreement with McMahon Contracting LP, PISD shall deposit the first half (1/2) of the construction costs. When the construction is 50% complete, PISD shall deposit the second half (1/2) of the construction costs with the Town. The deposited funds will be used for the construction of and materials testing for the Legacy Drive (Prosper Trail – Parvin Road) project under Account No. ST202410-CONST-CONST.

Once construction is complete, the Town will reimburse PISD in accordance with the ILA within four (4) years of Final Acceptance of the Legacy Drive (Prosper Trail – Parvin Road) project. The reimbursement for professional construction materials testing and observation services will be a portion of the overall costs associated with the Town's portion of the project.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard professional services agreement as to form and legality.

**Attached Documents:**

1. Location Map
2. Professional Services Agreement

**Town Staff Recommendation:**

Town Staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy Drive (Prosper Trail – Parvin Road) project in the amount of \$222,722.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy Drive (Prosper Trail – Parvin Road) project in the amount of \$222,722.

# LOCATION MAP

## Legacy Drive (Prosper Trail - Parvin Road)



**PROFESSIONAL CONSTRUCTION MATERIALS TESTING & OBSERVATION SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING, LLC  
FOR THE LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD) PROJECT (2410-ST)**

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

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional construction materials testing & observation services in connection with the **LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD) Project (2410-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement an amount not-to-exceed **Two Hundred Twenty-Two Thousand, Seven Hundred Twenty-Two Dollars and Zero Cents (\$222,722.00)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. All other not to exceed fees shall be billed monthly based on the units of work that have been completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto:mcanizares@prospertx.gov)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GEOTEX ENGINEERING LLC**

**TOWN OF PROSPER, TEXAS**

By: *Bret A. Fischer*  
Signature  
Bret Fischer  
Printed Name  
Director of Engineering  
Title  
4/27/2026  
Date

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

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL CONSTRUCTION MATERIALS TESTING & OBSERVATION SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC  
FOR THE LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD) PROJECT (2410-ST)**

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



April 17, 2026  
24-1518

Mr. Joshua Cotton  
Town of Prosper  
jcotton@prospertx.gov

**Subject: Construction Materials Testing Services  
Legacy Drive Paving & Drainage Improvements from Prosper Trail to Parvin Road  
Prosper, Texas**

Dear Mr. Cotton:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails paving and drainage improvements for Legacy Drive in Prosper, Texas.

This proposal is based on the civil construction set plans dated March 2026; the geotechnical report by Geotex Engineering #G24-2066 dated August 13, 2024.

#### **PROJECT INFORMATION**

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

- ◆ Legacy Drive Paving & Drainage Improvements
  - ◆ Moisture-conditioned paving subgrade (5 feet with a 1-foot lime stabilized cap)
  - ◆ Portland cement concrete paving
  - ◆ 8-inch asphalt pavement
  - ◆ 6-inch asphalt pavement
  - ◆ 6-inch flexible base (for temporary detour)
  - ◆ Utility trench backfill
  - ◆ Concrete headwall
  - ◆ Combination rail
  - ◆ Mow strip
  - ◆ Storm inlets
  - ◆ Junction boxes

#### **SCOPE OF SERVICES**

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

### Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/300 linear feet for paving and trench utility backfill, with a minimum of 3 tests per lift
- Perform a pH test per 300 feet of spacing or less along each roadway and fire lane direction
- Determine swell potential and compressive strength every 900 feet spacing or less along each roadway and fire lane direction
- Perform in-place sieve analysis at the rate of 1/300 linear feet and depth checks at the rate of 1/100 linear feet on lime-treated paving subgrades

### Asphalt Paving

- Determine roll patterns for placement of the proposed HMAC pavement surface
- Determine pavement thickness by cores at the rate of 1/300 linear feet.

### Reinforcing Steel

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

### Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
  - perform ambient and concrete temperature determinations
  - perform entrained air content determination
  - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/100 cubic yards of concrete placed, or a fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve
- Perform pavement depth checks by core every 900 feet or less

### **Notes and Qualifications:**

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

## COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$222,722**. The invoicing for this project will use the attached fee schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area in which the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air, and temperature tests requested will be charged to the client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If a NICET inspector is required, additional fees will apply.

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

Sincerely,  
Geotex Engineering, LLC

*Brandon Lowrance*

Brandon Lowrance  
Chief Estimator

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL CONSTRUCTION MATERIALS TESTING & OBSERVATION SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC  
FOR THE LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD) PROJECT (2410-ST)**

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



**Geotex Engineering, LLC**  
 1101 Shady Oaks Dr  
 Denton, Texas  
 Phone: 940.735.3433

**Budget Estimate for Construction Materials**  
 Testing & Observation Services  
**Legacy Drive Paving & Drainage Improvements From Prosper Trail to Parvin Road**  
 Prosper, Texas  
 26-1518

Item	Quantity	Unit	Unit Rate	Total
<b>Earthwork Observation &amp; Testing Paving &amp; Utilities</b>				
Moisture Density Relations (ASTM D698 - Method A or B)	6	each	\$210.00	\$1,260.00
Moisture Density Relations Treated (ASTM D698 - Method A or B)	2	each	\$310.00	\$620.00
Moisture Density Relations (ASTM D698 - Method C)	1	each	\$235.00	\$235.00
Atterberg Limits (ASTM 4318)	8	each	\$95.00	\$760.00
Minus 200 Sieve Analysis	8	each	\$55.00	\$440.00
Soil pH	16	each	\$75.00	\$1,200.00
Overburden Swell	6	each	\$125.00	\$750.00
Unconfined compressive strength (soil)	6	each	\$75.00	\$450.00
Sieve Analysis	1	each	\$300.00	\$300.00
Oversized Rock Correction	1	each	\$110.00	\$110.00
Lime Depth Checks	50	each	\$20.00	\$1,000.00
Lime Subgrade Gradations	16	each	\$20.00	\$320.00
Sulfate Content in Soils, Colorimetric Method	3	each	\$105.00	\$315.00
Lime Series	1	each	\$525.00	\$525.00
Lime Series Letter	1	hour	\$250.00	\$250.00
In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip	200	each	\$20.00	\$4,000.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	60	each	\$20.00	\$1,200.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	150	each	\$20.00	\$3,000.00
Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)	336	hour	\$65.00	\$21,840.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	200	hour	\$65.00	\$13,000.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	250	hour	\$65.00	\$16,250.00
Certified Engineering Soils Technician (Estimated overtime)	180	hour	\$97.50	\$17,550.00
Trip Charge	132	trip	\$50.00	\$6,600.00
Project Manager	58	hour	\$175.00	\$10,150.00
Project Administration	n/a	%	10	\$10,213.00
<b>Estimated Total for Earthwork Services for Paving &amp; Utilities:</b>				<b>\$112,338.00</b>



**Geotex Engineering, LLC**  
 1101 Shady Oaks Dr  
 Denton, Texas  
 Phone: 940.735.3433

**Budget Estimate for Construction Materials**  
 Testing & Observation Services  
**Legacy Drive Paving & Drainage Improvements From Prosper Trail to Parvin Road**  
 Prosper, Texas  
 26-1518

Item	Quantity	Unit	Unit Rate	Total
<b>Concrete Observation &amp; Testing - Paving &amp; Utilities</b>				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	480	each	\$26.00	\$12,480.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	708	hour	\$65.00	\$46,020.00
Certified Engineering Concrete Technician (Estimated overtime)	126	hour	\$97.50	\$12,285.00
Core Drilling Machine Fee	1	trip	\$375.00	\$375.00
Hilti Ferroskan (Min. 4 hr. charge)	4	hour	\$135.00	\$540.00
4-inch Diameter or Less, Concrete Cores to 8" depth	5	each	\$75.00	\$375.00
Core Length Only (ASTM C-174)	5	each	\$25.00	\$125.00
Core Hole Patching	5	each	\$75.00	\$375.00
Engineering Concrete Core Technician	8	hour	\$65.00	\$520.00
Trip Charge	123	trip	\$50.00	\$6,150.00
Project Manager	50	hour	\$175.00	\$8,750.00
Project Administration	n/a	%	10	\$8,800.00
<b>Estimated Total for Concrete Services for Paving &amp; Utilities:</b>				<b>\$96,795.00</b>
<b>Asphalt Observation &amp; Testing</b>				
Certified Roadway Specialist - Set Rolling Patterns	40	hour	\$85.00	\$3,400.00
Certified Roadway Specialist (Estimated overtime)	16	hour	\$127.50	\$2,040.00
Nuclear Density Gauge Equipment Rental Fee	5	day	\$125.00	\$625.00
Core Drilling Machine Fee	1	trip	\$375.00	\$375.00
6-inch Diameter asphalt Cores to 6" depth	4	each	\$75.00	\$300.00
Core Disposal Fee	4	each	\$30.00	\$120.00
Trip Charge	6	trip	\$50.00	\$300.00
Project Manager	5	hour	\$175.00	\$875.00
Project Administration	n/a	%	10	\$804.00
<b>Estimated Total for Asphalt Services:</b>				<b>\$8,839.00</b>
<b>Project Setup Fee</b>	1	each	\$250.00	\$250.00
<b>Allowance for Sr. Engineer</b>	18	hour	\$250.00	\$4,500.00
				<b>\$4,750.00</b>
<b>Estimated Total for Above Services:</b>				<b>\$222,722.00</b>



**Geotex Engineering, LLC**  
 1101 Shady Oaks Dr  
 Denton, Texas  
 Phone: 940.735.3433

**Budget Estimate for Construction Materials**  
 Testing & Observation Services  
**Legacy Drive Paving & Drainage Improvements From Prosper Trail to Parvin Road**  
 Prosper, Texas  
 26-1518

**SCHEDULED ASSUMPTIONS AND NOTES**

Utility backfill completed at a rate of 100 linear feet per day, full depth of trench.  
 Cast-in-place storm inlets, junction boxes, reinforced concrete boxes.  
 Concrete for inlets is completed at a rate of 2 per trip.  
 6 trips for cast-in-place RCB.  
 No testing for stone rip rap.  
 Moisture conditioning completed in 42 days.  
 250 cubic yards of concrete placed per day.  
 5 trips for asphalt placement.  
 1 trip for concrete coring.  
 No construction schedule provided.

**NOT INCLUDED IN REQUIREMENTS OR THE BUDGET**

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

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

## EXHIBIT C INSURANCE REQUIREMENTS

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

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**

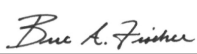
Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums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

Certificate holder to be listed as follows:

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



### EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-left: 40px;">Geotex Engineering, LLC</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center; margin-left: 40px;">   Signature of vendor doing business with the governmental entity </p>		<p style="margin-left: 40px;">4/27/2026</p> Date



## PARKS AND RECREATION

**To:** Mayor and Town Council

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

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

**Re:** Park Improvement Fee Agreement - Mirabella

Town Council Meeting – May 19, 2026

**Strategic Visioning Priority: Provide Excellent Municipal Services  
Accelerate Infrastructure Delivery**

**Agenda Item:**

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Jen Texas 40 for the Mirabella development.

**Description of Agenda Item:**

By Town Ordinance, developers in Prosper are assessed park improvement fees and park dedication fees for residential development. These park fees are used to acquire land and build parks, park amenities, and hike and bike trails. The grandfathered park improvement fee structure is \$1,200 per single-family residential unit per an agreement between the Town of Prosper, 104 Prosper and 310 Prosper (recorded in 2005). The Park Dedication Fee is determined by taking the larger amount of the number of lots divided by 35 or 5% of the development area. This calculation yields the required acreage for land dedication or a fee in lieu of the land dedication based on the land value.

The developer is requesting consideration of an Agreement to:

- (1) Receive credits to the park improvement fees in exchange for constructing trail adjacent to their development. Developer owes \$345,600 in park improvement fees and is requesting \$225,000 credit for trail construction. Developer will pay the remaining \$120,000 due to the Town.
- (2) Dedicate 19.4 acres (2.3 acres non-floodplain) for a 9.55-acre dedication requirement.

The Parks and Recreation Board is reviewing and considering a recommendation of the Park Improvement Fee Agreement at their meeting on May 13, 2026.

**Budget Impact:**

- Park improvement fees credited – 288 lots @ \$1,200 = \$345,600.00
- Park dedication fees credited – 288 lots / 35 = 8.229 acres or 5% of 191 acres = 9.550 acres. Staff recommends accepting the 9.550 acres.

**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 Mirabella

**Town Staff Recommendation:**

Town Staff recommend the Town Council approve a Park Improvement Fee Agreement between the Town of Prosper and Jen Texas 40 for the Mirabella development.

**Proposed Motion:**

I move to approve the Park Improvement Fee Agreement between the Town of Prosper and Jen Texas 40 for the Mirabella development.

**After Recording Return to:****Town Manager****Town of Prosper**

P. O. Box 307

Prosper, Texas 75078

**PARK FACILITIES AGREEMENT**

THIS **PARK FACILITIES AGREEMENT** (the "Agreement") is made and entered into as of this \_\_\_ day of May, 2026, by and between **JEN TEXAS 40 LLC**, a Texas limited liability company ("Owner"), and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("Town"), on the terms and conditions hereinafter set forth.

**WITNESSETH:**

**WHEREAS**, Unlimited Exchange II, Inc., a Texas corporation, as Qualified Intermediary for 310 Prosper, L.P., a Texas limited partnership and Qualified Intermediary for 55 Prosper, L.P., a Texas limited partnership, sold to Highland Homes-Dallas, LLC, a Texas limited liability company, approximately 191 acres of land in the Mirabella (fka Rutherford Creek) development in the Town, as more particularly described on **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, Thereafter Highland Homes-Dallas, LLC conveyed the Property to Owner; and

**WHEREAS**, the Town owns approximately 2.48 acres of land adjacent to the subject Property, in the Town, as more particularly depicted on **Exhibit C**, attached hereto and incorporated herein by reference (the "Town Park Property"); and

**WHEREAS**, The Town adopted Park Dedication Fee Requirements and Park Improvement Fees, as well as relevant parkland provisions in the Town's Subdivision Ordinance, as they now exist or hereafter may be amended (collectively referred to herein as the "Ordinances"); and

**WHEREAS**, 310 Prosper, L.P., 55 Prosper, L.P., 104 Prosper, L.P. and the Town of Prosper, Texas previously entered into that certain Agreement dated as of October 3, 2005, recorded Document No. 2005-0144357, Real Property Records, Collin County, Texas (as amended, the "Park Fee Agreement"), pursuant to which, in exchange for the dedication by 310 Prosper, L.P., 55 Prosper, L.P. and 104 Prosper, L.P. of certain real property to the Town, the Town agreed to (i) cap the amount of park improvement fees assessed by the Town per single-family residential unit to be developed on the real property owned by 310 Prosper, L.P., 55 Prosper, L.P., and 104 Prosper, L.P., located within the Town at \$1,200 per unit (the "Park Improvement Fee Cap") and (ii) provide

certain credits against future park improvement fees payable by 310 Prosper, L.P., 55 Prosper, L.P., and 104 Prosper (the Park Improvement Fee Credits); and

**WHEREAS**, 310 Prosper, L.P., 55 Prosper, L.P, and Highland-Homes Dallas, LLC, entered into an Agreement dated March 11, 2025, recorded in Collin County under Clerk's File No. 2025000028239 (the "Park Fee Allocation Agreement"), later assigned to Owner on March 11, 2025, which among other items includes provisions for the transfer and assignment of the Assigned Park Fee Rights, excluding the Retained Park Fee Rights from 310 Prosper, L.P. and 55 Prosper, L.P. to Highland-Homes Dallas, LLC.

**WHEREAS**, 310 Prosper, L.P., 55 Prosper, L.P. and the Town of Prosper, Texas previously entered into that certain Agreement dated as of October 25, 2022, recorded Document No. 2022000157257, Real Property Records, Collin County, Texas (as amended, the "Development Agreement"), which among other items includes provisions for Park Dedication Fee Credit, Park Dedication Requirements and Park Dedication Cap Properties.

**WHEREAS**, Owner desires to fulfill its Park Dedication Fee Requirements and Park Improvement Fees obligations associated with the development of the Property as prescribed in said Park Fee Agreement, Park Fee Allocation Agreement and Development Agreement (collectively, "Park Agreements") by payment of \$345,600 in Park Improvement Fees to the Town of Prosper (an amount that may be credited to Owner for Public Trail Improvements on the Property as outlined in the Agreement below) and conveyance of approximately 19.4 acres of land with lakefront access adjacent to existing Town parkland with access to US 380, as more particularly described on **Exhibit D** and depicted on **Exhibit C**, attached hereto and incorporated herein by reference (the "Park Dedication Property"); and

**WHEREAS**, Owner's payment of the \$345,600 in Park Improvement Fees (which may be credited to Owner for Public Trail Improvements), conveyance of the Park Dedication Property, and approximately \$1,900,000 in tree mitigation fees, provides sufficient funds and land to allow, but not obligate, the Town to construct a lakefront public park with convenient access to US 380.

**WHEREAS**, In consideration of Owner's actions set forth below, the Town agrees that Owner may fulfill its Park Dedication Fee Requirements and Park Improvement Fees obligations prescribed in said Park Agreements in the manner set forth below; and

**WHEREAS**, Owner and the Town agree that use of the Park Property benefits the residents of the Town, as a whole; and

**WHEREAS**, Once the Owner conveys the Park Dedication Property to the Town, the Town shall indefinitely maintain the Park Dedication Property and Town Park Property (collectively, the "Park Property") and any improvements associated therewith; and

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

1. **Land Subject to Agreement.** The Property described in this Agreement is depicted in **Exhibit B** attached hereto. The Park Property described in this Agreement is depicted in **Exhibit D.**

2. **Park Dedication Property.** Owner shall, at its sole cost and expense, dedicate and convey to Town the Park Dedication Property by plat, in accordance with the Planned Development District Number 114. Owner shall provide the Town with an acceptable title policy for the Park Dedication Property in conjunction with the dedication of the Property to the Town, as follows:

(a) Fee simple title to approximately 19.4 acres of land located within the Property and adjacent to the Town Park Property. The Owner shall not convey any easements within the Park Property without Town's prior written approval; and

(b) Notwithstanding anything to the contrary set forth herein or in the applicable Town ordinances, rules or regulations, the Town agrees that Owner's conveyance of the Park Dedication Property shall satisfy in full its Park Dedication Requirements.

3. **Town Maintenance.** Following the conveyance of the Park Dedication Property to the Town, the Town agrees, to maintain the Park Dedication Property. T

4. **Payment of Park Improvement Fees Requirements.** Notwithstanding any provision in this Agreement or the Owner's conveyance of the Park Dedication Property to the Town, the Owner's payment to the Town shall in no event exceed the amount of Park Improvement Fees owed by Owner to the Town (\$345,600 in total, \$1,200 per single family unit assuming two-hundred eighty eight (288) units), in accordance with the Park Fee Agreement. Such Park Improvement Fees owed to be adjusted based on the actual number of residential lots as shown on final plats as they are recorded. The payment and/or credits of such fees shall be in accordance with the obligations set forth in this Agreement.

5. **Reimbursement for Public Trail Improvements.**

(a) The Town and Owner agree that the Owner may receive credits against the required Park Improvement Fees for public trail improvements constructed by Project Manager on the Property (the "Public Trail Improvements").

(b) Prior to receiving any Credit for Public Trail Improvements as defined in subparagraph (e) below, Project Manager shall tender to Town evidence, in a form(s) reasonably acceptable to Town, of the construction costs incurred for the Public Trail Improvements in the form of a pay app with associated lien waivers ("Evidence of Payment(s)").

(c) Upon Project Manager or Owner providing Town any Evidence of Payment(s) for Public Trail Improvements, Town will credit Owner for

the amount of construction costs (the "Credit") set forth in the Evidence of Payment(s), which Credit will be applied toward the actual amount of the Park Improvements Fees due or that may become due on the Property. If the amount of the Credit exceeds the actual amount of the Park Improvement Fees which are then due by Owner and/or the Property, then Owner (or the applicable owner of the portion of the Property for which the Park Improvement Fees are due) shall tender the remaining balance of the Park Improvement Fees due ("Paid Park Improvement Fees") under the Town ordinances to the Town, which Paid Park Improvement Fees shall be deposited by the Town in an escrow account for the Owner to draw from as Evidence of Payment(s) is provided to the Town for Public Trail Improvements. The Town is not obligated to reimburse the Owner for any excess costs for Public Trail Improvements beyond the lesser of (i) TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) and (ii); the amount of Park Improvement Fees owed to the Town for the Property.

**6. Insurance.** Prior to conveyance of the Park Dedication Property by Owner to the Town, the Owner shall be responsible for insurance coverage for the Park Dedication Property and construction of any associated improvements. Upon conveyance of the Park Dedication Property by the Owner to the Town, the Town shall be responsible for insurance coverage for the Park Dedication Property and construction of any associated improvements.

**7. Taxes.** The Owner is responsible for any ad valorem taxes prior to the date of conveyance of the Park Dedication Property from the Owner to the Town. After the date of conveyance of the Park Dedication Property from the Owner to the Town, any ad valorem taxes will be prorated based on the date of conveyance for the current tax year. The Town will be responsible for the entire amount of any ad valorem taxes for the Park Dedication Property for future tax years.

**8. Indemnity.** Following the conveyance of the Park Dedication Property to the extent authorized by Texas law, the Town agrees to indemnify, defend and hold harmless the Owner, its officers, agents, and employees from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to any breach of this agreement, or any injury or damage to persons or property occurring on the dedicated land, except to extent cause by the sole negligence or willful misconduct of the Owner.

**9. Default.** Prior to the exercise of any remedy by Town or Owner due to a default by the other party, (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 ten (10) days following the defaulting party's receipt of such default notice; provided, that if such default is non-monetary and cannot reasonably be cured within such ten (10) 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 ten (10) days and thereafter diligently proceeds to cure such default and provided that such extended period does not exceed 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 of the defaulting party that accrued prior to the date of termination will survive.

**10. Covenant Running with the 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 Owner, as the case may be, and their respective successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Notwithstanding the obligations herein that burden the Property shall be released 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 Collin County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Paragraph to establish whether such termination has occurred with respect to any lot.

**11. 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:

TO TOWN:

Town of Prosper  
Attention: Town Manager  
250 W. First Street  
P. O. Box 307

With a copy to:

Terrence S. Welch  
Brown & Hofmeister, LLP  
740 East Campbell Rd., Suite 800  
Richardson, Texas 75081

Prosper, Texas 75078  
Telephone: (972) 346-2640

Telephone: (214) 747-6100

TO OWNER:

JEN TEXAS 40 LLC  
1601 Elm Street, Suite 4360  
Dallas, Texas 75201  
Attention: Mike Brady

With a copy to:

HIGHLAND HOMES-DALLAS, LLC  
5601 Democracy Drive, Suite 300  
Plano, Texas 75024  
Attention: Jeff Stinson  
Telephone No.: (972) 789-3500  
Email: [jeff.stinson@highlandhomes.com](mailto:jeff.stinson@highlandhomes.com)

With a copy to:

TG PROJECT MANAGEMENT 1, LLC  
Attention: Mr. Andre Ferrari  
5301 Headquarters Drive, Suite 120  
Plano, Texas 75024  
Telephone No.: (469) 532-0689  
Email: [aferrari@tellusgroupplc.com](mailto:aferrari@tellusgroupplc.com)

12. **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.
13. **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 Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.
14. **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 such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees of any appeal).
15. **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.
16. **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.

17. **Telecopied Facsimile.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.
18. **Town Manager Authorized to Execute.** The Town Manager of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.
19. **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.
20. **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. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Owner to the same. Further, this Agreement is and shall be binding upon Town, Proand Owner, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.
21. **Roughly Proportionate Determination under Texas Law.** Owner 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 Owner, regarding Owner's rights under Texas and federal law. Owner hereby waive 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. Owner specifically reserve 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, Owner hereby waive and release the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure improvements required by this Agreement. This Paragraph shall survive the termination of this Agreement.
22. **Rough Proportionality Determination under Federal Law.** Owner hereby waive 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. Owner 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. Owner 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, Owner 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.

23. **Vested Rights/Chapter 245 Waiver.** The signatories hereto shall be subject to all ordinances of 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 Town with fair notice of Owner’s project. This Paragraph shall survive the termination of this Agreement.
24. **Owner’s Warranties/Representations.** All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to Town under this Agreement shall be considered to have been relied upon by Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by Town or on Town’s behalf.
25. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
26. **Sovereign Immunity.** The parties agree that 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 Texas Local Government Code.
27. **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.
28. **Conveyances.** All conveyances required herein shall be made in a form acceptable to Town and free and clear of any and all liens and encumbrances.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

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

Name:

Title:

STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, \_\_\_\_\_ of the Town of Prosper, Texas, on behalf of the Town.

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

**OWNER:**

**JEN TEXAS 40 LLC**  
a Texas limited liability company

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

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF \_\_\_\_\_ )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, \_\_\_\_\_ of JEN TEXAS 40 LLC, a Texas limited liability company, and that he executed the same on behalf of and as the act of said limited liability company.

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

## EXHIBIT A

### Property Legal Description

BEING a tract of land situated in the J. Horn Survey, Abstract No. 411, Town of Prosper, Collin County, Texas, being part of those tracts (Tract 1 and Tract 2), conveyed to 310 Prosper, L.P., by deed recorded in Volume 5823, Page 3462, Deed Records, Collin County, Texas (DRCCT), all of another tract conveyed to same, recorded in Volume 5900, Page 1620 DRCCT, and being part of a tract conveyed to 55 Prosper, L.P., recorded in Document No. 20080605000680470, Official Public Records, Collin County, Texas (OPRCCT), part of another tract conveyed to same, recorded in Document No. 2023000139028 OPRCCT, and part of a tract conveyed to 67 Prosper, L.P., recorded in Document No. 20060921001363990 OPRCCT, with the subject tract being more particularly described as follows:

BEGINNING at 1/2" iron rod found on the west line of Farm to Market Road 2478, a variable width public right-of-way (also known as Custer Road), for the northeast corner of Lot 1, Block A, SCI Prosper Trails Addition, recorded in Book 2021, Page 351, Plat Records, Collin County, Texas (PRCCT);

THENCE along the common line thereof, the following:

N 89°51'32" W, 36.51 feet to a 1/2" iron rod with plastic cap found;

S 84°38'39" W, 61.31 feet to a 1/2" iron rod with plastic cap found;

S 79°08'50" W, 386.85 feet to a 1/2" iron rod with plastic cap found;

S 68°32'53" W, 117.72 feet to a 1/2" iron rod with plastic cap found;

S 57°19'01" W, 327.70 feet to a 1/2" iron rod with plastic cap found;

S 58°07'02" W, 510.02 feet to a 1/2" iron rod with plastic cap found;

S 01°24'14" W, 121.57 feet;

S 88°01'20" E, 4.88 feet to a 1/2" iron rod with plastic cap found;

S 37°00'43" E, 326.39 feet to a 1/2" iron rod with plastic cap found;

S 17°37'31" E, 480.17 feet to a 5/8" iron rod found;

S 24°51'40" W, 503.92 feet;

S 02°03'26" E, 293.83 feet;

And S 12°50'22" W, 87.80 feet to a 1/2" iron rod with plastic cap stamped

"SPIARSENG" set on the westerly north line of a tract conveyed to the City of Prosper, recorded in Volume 6022, Page 4349 DRCCT;

THENCE along the common line thereof, the following:

S 89°10'29" W, 113.87 feet;

S 19°18'08" W, 236.78 feet;

S 06°00'44" W, 165.13 feet;

S 16°13'32" E, 275.59 feet;

S 01°55'41" W, 192.92 feet;

And S 07°59'41" W, 96.29 feet to a 5/8" iron rod found for the southwest corner thereof, being the northwest corner of a tract conveyed to Prosper Detention, LLC, recorded in Document No. 20160527000664250 OPRCCT;

THENCE S 07°07'14" W, 123.50 feet along the common line thereof to a 5/8" iron rod with plastic cap found for the northeast corner of Lot 1, Block A, Brookhollow Apartments, recorded in Book 2021, Page 436 PRCCT;

THENCE S 89°19'42" W, 1192.37 feet along the common line thereof;

THENCE S 00°40'18" E, 24.00 feet continuing along the common line of Lot 1 to the northeast corner of a tract conveyed to Prosper Hollow LP, recorded in Document No. 2022000135693 OPRCCT;

THENCE along the common line thereof, the following:

N 89°35'50" W, 1542.12 feet to a 1/2" iron rod found;

A non-tangent curve to the left having a central angle of 33°46'54", a radius of 416.49 feet, a chord of S 26°16'06" W - 242.02 feet, an arc length of 245.56 feet;

A compound curve to the left having a central angle of 30°08'03", a radius of 230.00 feet, a chord of S 05°41'23" E - 119.58 feet, an arc length of 120.97 feet;

A reverse curve having a central angle of 18°31'14", a radius of 418.54 feet, a chord of S 11°29'48" E - 134.70 feet, an arc length of 135.29 feet;

A reverse curve having a central angle of 22°08'52", a radius of 230.00 feet, a chord of S 13°18'38" E - 88.35 feet, an arc length of 88.91 feet;

A compound curve to the left having a central angle of 09°25'27", a radius of 1366.94

feet, a chord of S 29°05'47" E - 224.58 feet, an arc length of 224.84 feet;

And a reverse curve having a central angle of 20°57'28", a radius of 270.00 feet, a chord of S 23°19'47" E - 98.21 feet, an arc length of 98.76 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found for the northeast corner of TxDOT Parcel P00074399, conveyed to the State of Texas, recorded in Document No. 2024000091799 OPRCCT;

THENCE along the north line of Parcel P00074399, the following:

S 89°18'36" W, 171.75 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found;

N 45°41'24" W, 12.72 feet;

S 89°25'35" W, 64.25 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found;

S 44°18'36" W, 12.91 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found;

S 89°18'36" W, 223.85 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found;

N 86°29'45" W, 150.40 feet;

And S 89°18'36" W, 326.25 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found on the east line of a tract conveyed to the Town of Prosper, recorded in Document No. 2022000157255 OPRCCT, for the northwest corner of TxDOT Parcel P00074399, and being the northeast corner of TxDOT Parcel P00074396, conveyed to the State of Texas, recorded in Document No. 2024000046813 OPRCCT;

THENCE along the east line of said Town of Prosper tract, the following:

N 08°52'20" W, 8.76 feet to a 5/8" iron rod found;

N 32°42'21" W, 142.04 feet;

N 09°03'49" E, 134.95 feet;

N 06°15'50" W, 103.40 feet;

N 40°30'33" W, 97.75 feet;

N 04°54'16" W, 45.27 feet;

N 69°01'05" W, 44.26 feet;

And S 89°38'03" W, 110.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the east line of a tract conveyed to 330 Prosper, L.P., recorded in

Document No. 20060811001152020 OPRCCT;

THENCE N 00°21'48" W, 802.65 feet along the east line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a southwesterly corner of a tract conveyed to Urban Heights at Brookhollow, LLC, recorded in Document No. 2023000106579 OPRCCT;

THENCE along the common line thereof, the following:

S 83°40'45" E, 570.96 feet;

N 00°24'02" W, 209.03 feet;

N 63°35'38" E, 309.62 feet;

N 14°53'03" E, 23.56 feet;

N 13°52'22" W, 21.86 feet;

N 19°14'56" W, 69.44 feet;

N 63°04'51" E, 70.52 feet;

N 42°18'36" E, 60.21 feet;

N 56°30'58" E, 35.97 feet;

N 88°19'15" E, 29.92 feet;

N 75°17'23" E, 13.54 feet;

S 63°58'40" E, 51.90 feet;

S 42°27'20" E, 73.16 feet;

S 24°22'12" E, 20.19 feet;

S 07°50'25" W, 36.52 feet;

S 50°09'30" E, 44.44 feet;

N 57°11'18" E, 76.57 feet;

N 23°00'01" E, 88.91 feet;

N 29°11'21" W, 59.92 feet;

N 50°00'16" W, 111.87 feet;  
N 29°23'29" E, 7.11 feet;  
N 21°41'47" E, 44.92 feet;  
N 84°12'30" E, 36.55 feet;  
S 58°39'56" E, 36.65 feet;  
S 48°59'21" E, 39.37 feet;  
S 54°35'19" E, 44.95 feet;  
N 70°48'01" E, 80.79 feet;  
N 75°55'21" E, 54.04 feet;  
N 48°26'47" E, 40.64 feet;  
N 50°50'48" E, 63.78 feet;  
N 03°56'25" W, 48.72 feet;  
N 19°20'53" E, 31.47 feet;  
N 65°32'24" E, 65.18 feet;  
N 11°54'21" E, 34.89 feet;  
N 70°42'53" W, 81.72 feet;  
N 80°00'32" W, 39.18 feet;  
N 42°03'10" W, 35.91 feet;  
N 07°09'11" E, 39.19 feet;  
N 64°10'55" E, 63.99 feet;  
N 69°26'50" E, 65.26 feet;  
N 07°41'40" W, 120.96 feet;  
N 13°45'51" W, 61.40 feet;

N 37°15'49" E, 61.92 feet;  
S 83°19'30" E, 40.60 feet;  
N 54°38'56" E, 53.92 feet;  
S 86°55'40" E, 15.03 feet;  
S 55°38'52" E, 37.40 feet;  
S 28°34'01" E, 41.18 feet;  
S 13°29'57" E, 27.44 feet;  
S 42°36'04" E, 67.81 feet;  
N 88°47'58" E, 77.24 feet;  
N 54°28'29" E, 107.45 feet;  
N 21°24'08" W, 123.29 feet;  
N 03°15'02" W, 30.57 feet;  
N 48°58'15" E, 57.20 feet;  
N 28°17'47" E, 137.36 feet;  
N 07°37'26" E, 65.14 feet;  
N 65°51'32" W, 52.64 feet;  
N 22°59'23" E, 80.54 feet;  
N 15°43'05" E, 48.99 feet;  
N 59°14'56" E, 43.83 feet;  
N 62°35'34" E, 56.65 feet;  
N 16°57'59" E, 32.41 feet;  
N 40°23'05" E, 25.93 feet;  
N 39°34'08" E, 34.37 feet;

N 52°56'25" E, 37.87 feet;

N 79°32'10" E, 79.53 feet;

N 11°15'46" E, 41.50 feet;

N 16°15'58" W, 78.92 feet;

And N 11°06'23" E, 39.16 feet to a point for a southerly corner of a tract conveyed to Hunt Wandering Creek Land, LLC, recorded in Document No. 2022000078273 OPRCCT;

THENCE along the common line thereof, the following:

N 50°54'57" E, 107.35 feet;

S 68°43'07" E, 28.74 feet;

S 80°34'06" E, 53.18 feet;

N 62°00'14" E, 54.72 feet;

S 84°42'52" E, 32.95 feet;

N 78°49'32" E, 96.95 feet;

S 85°24'24" E, 90.84 feet;

N 72°46'01" E, 67.95 feet;

N 71°08'32" E, 92.62 feet;

S 77°42'10" E, 54.20 feet;

N 71°09'20" E, 75.19 feet;

S 58°00'55" E, 51.44 feet;

S 03°16'58" E, 103.20 feet;

S 80°36'22" E, 60.66 feet;

And N 69°43'04" E, passing at 104.30 feet the southwest corner of Lot 1, Block A, Wandering Creek, recorded in Book 2023, Page 28 PRCCT, and continuing along the common line thereof a total distance of 139.88 feet;

THENCE continuing along the common line thereof, the following:

N 41°10'06" E, 84.32 feet;

N 22°03'36" W, 21.98 feet;

N 05°22'09" E, 21.59 feet;

N 00°09'11" E, 24.02 feet;

N 19°54'34" E, 31.91 feet;

N 58°12'11" E, 31.51 feet;

S 80°40'45" E, 27.16 feet;

N 77°16'14" E, 82.24 feet;

N 44°51'18" E, 63.91 feet;

N 78°26'45" E, 28.31 feet;

N 87°22'30" E, 43.05 feet;

N 53°02'50" E, 33.82 feet;

N 29°53'04" E, 29.95 feet;

S 62°15'42" E, 26.43 feet;

N 66°47'25" E, 26.27 feet;

And N 00°08'08" E, 264.15 feet to the southwest corner of a tract conveyed to PR Ladera, LLC, recorded in Document No. 20210902001788550 OPRCCT;

THENCE along the common line thereof, the following:

S 64°57'48" E, 54.48 feet;

N 88°56'09" E, 50.09 feet;

N 62°31'57" E, 127.31 feet;

S 79°26'22" E, 183.33 feet;

N 77°51'13" E, 116.34 feet;

N 51°21'52" E, 176.18 feet;

N 84°30'02" E, 133.19 feet;

N 29°34'03" E, 126.77 feet;

N 64°10'31" E, 237.53 feet;

N 82°14'19" E, 226.80 feet;

N 77°15'36" E, 109.08 feet;

N 45°40'31" E, 91.02 feet;

And N 59°01'21" E, 227.01 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of Farm to Market Road 2478;

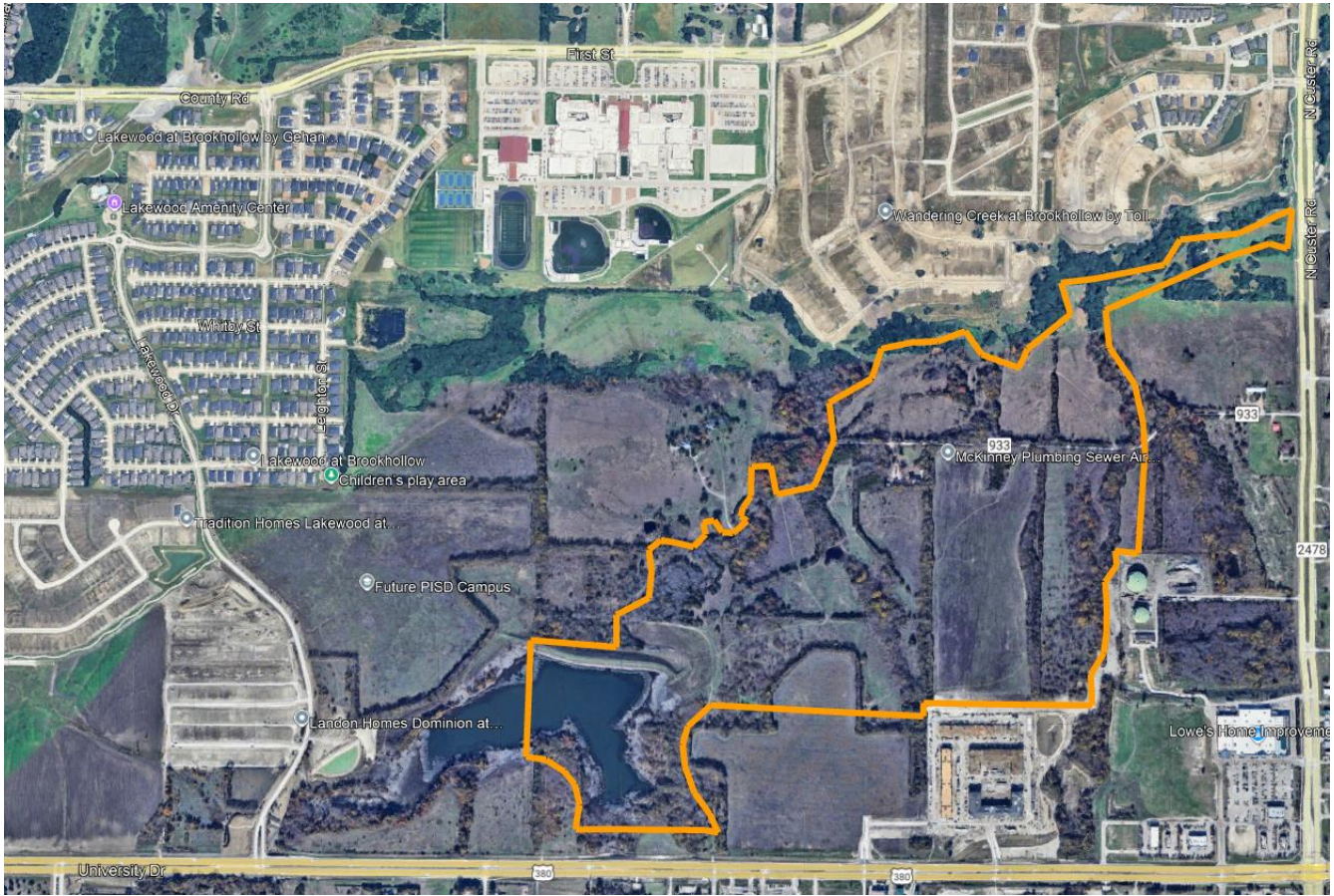
THENCE S 00°31'34" E, 150.60 feet along the west line thereof;

THENCE S 30°31'34" E, 30.00 feet continuing along the west line thereof;

THENCE S 00°24'20" E, 124.75 feet to the POINT OF BEGINNING with the subject tract containing 8,285,586 square feet or 190.211 acres of land.

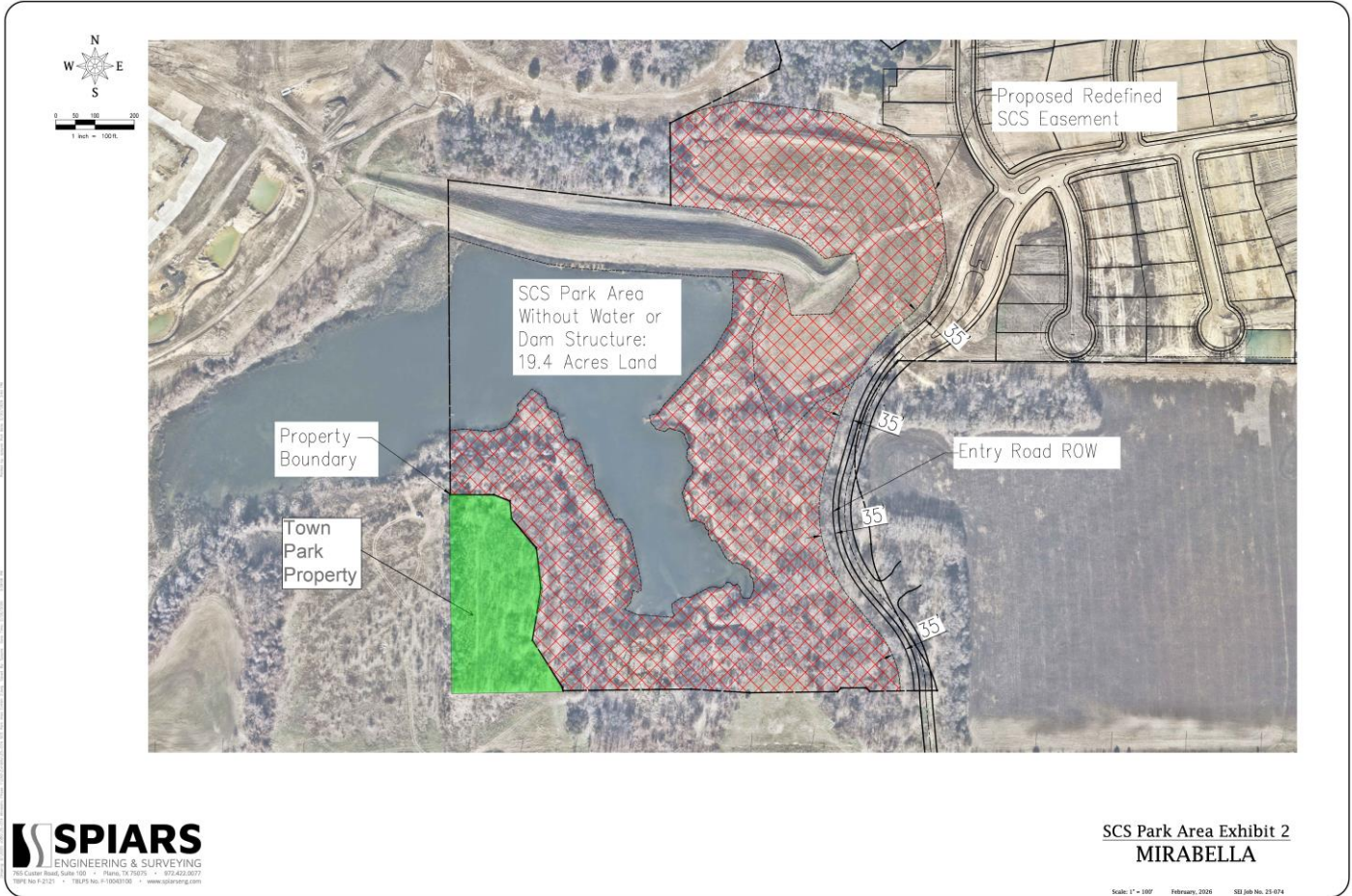
# EXHIBIT B

## Property Depiction



### EXHIBIT C

## Depiction of the Park Property (Town Park Property and Park Dedication Property)



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SCS Park Area Exhibit 2  
MIRABELLA

Scale: 1" = 100' February, 2020 503 Job No. 21-074

**EXHIBIT D**

**Park Dedication Property Legal Description**

**[TO BE INSERTED]**