

Agenda

Prosper Town Council Meeting

Prosper Town Hall, Council Chambers 250 W. First Street, Prosper, Texas Tuesday, August 12, 2025 6:15 PM

Welcome to the Prosper Town Council Meeting.

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

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.

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.

- Consider and act upon the minutes of the July 22, 2025, Town Council Work Session meeting. (MLS)
- Consider and act upon the minutes of the July 22, 2025, Town Council Regular meeting. (MLS)
- 3. Receive the Quarterly Investment Report for the Third Quarter. (CL)

- 4. Consider and act upon an ordinance amending Division 7, "Addressing the Town Council," of Article 1.02 of Chapter 1 of the Town's Code of Ordinances by adding Section 1.02.194, "Addressing the Town Council." (TW)
- Consider and act upon authorizing the Town Manager to execute an Interlocal Cooperation Agreement between the Town of Litle Elm and the Town of Prosper for the Coordination of the Ironman Competition route. (MC)
- 6. Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-11-B to Ratliff Hardscape, Ltd. for the Doe Branch Pedestrian Trail and Bridge in the amount of \$1,458,730. (DB)
- Consider and act upon authorizing the Town Manager to execute the Roadway Design, Construction and Reimbursement Agreement between Prosper Economic Development Corporation, Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Godwin Parkway. (HW)
- 8. Consider and act upon authorizing the Town Manger to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$164,750. (PA)
- 9. Consider and act upon an ordinance to rezone 0.6± acre from Planned Development to Single Family-15 on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002) (DH)
- 10. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Haiman Family Wealth Trust and the Town of Prosper relative to Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (DEVAGRE-25-0001) (DH)
- 11. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

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- 12. Consider and act upon an ordinance calling a Bond Election to be held on November 4, 2025, and providing for the administration of the Election. (RBS/CL)
- 13. Discuss and consider submission of the Preliminary Fiscal Year 2025-2026 Budget. (CL)
- 14. Consider and act upon accepting submission of the tax year 2025, fiscal year 2025-2026, no-new-revenue tax rate of \$0.482348 per \$100 taxable value, voter-approval tax rate of \$0.505000 per \$100 taxable value, and preliminary property tax rate of \$0.505000 per \$100 taxable value. (CL)
- 15. Consider and act upon a proposed FY 2025-2026 property tax rate. (CL)
- 16. Consider and act upon scheduling a Public Hearing on the FY 2025-2026 Proposed Budget. (CL)
- 17. Consider and act upon scheduling a Public Hearing on the proposed Fiscal Year 2025-2026 tax rate. (CL)
- 18. Conduct a Public Hearing to receive public comments concerning the amendment of the land use assumptions and capital improvements plan, and the imposition of an impact fee for water, wastewater, and roadway utilities. (DLH)
- 19. Conduct a Public Hearing and consider and act upon a request to rezone 18.7± acres from Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street. (ZONE-25-0004) (DH)
- 20. 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, including the evaluation of the Town Manager, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal matters associated with Town liability issues, and all matters incident and related thereto.

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

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

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

Adjourn.

CERTIFICATION

I, the u	ındersigr	ned authoi	rity, do here	eby certify	that this No	tice of Meet	ting was pos	sted at Pros	per
Town H	Hall, loca	ated at 250	W. First S	Street, Pros	sper, Texas	75078, a pl	ace conven	ient and rea	dily
	August	_	•			Notice was st 72 hours			

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.

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Item 1.



MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, July 22, 2025

Call to Order/ Roll Call.

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

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Craig Andres
Councilmember Cameron Reeves

Council Members Absent:

Councilmember Marcus E. Ray Councilmember Jeff Hodges

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Larenz Taylor, Management Analyst
Hulon Webb, Director of Engineering
Chris Landrum, Finance Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Todd Rice, Communications Director
Stuart Blasingame, Fire Chief

Items for Individual Consideration:

1. Receive an update regarding the Matrix review of Development Services processes. (CE)

Mr. Ewings presented the item with a review of the previous recommendations, current process improvements, technology recommendations, and staffing recommendations.

The Town Council discussed receiving feedback from the Developer's Council, response timeframes, and creating a site to help guide people to the appropriate contact person and/or department.

2. Discussion regarding drone delivery location regulations. (DH)

Mr. Hoover presented the item noting the capabilities of the deliveries and location of the nesting stations. Town staff is working on amending the ordinances for this item, which would require a Special Use Permit (SUP). The ordinance amendment would go to the Planning and Zoning Commission prior to the Town Council for approval.

The Town Council discussed the preferred location(s) for the nesting stations.

EXECUTIVE SESSION:

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

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

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

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

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

Section 551.071 - To consult with the Town Attorney regarding legal matters associated with amendments to the Town's Code of Ordinances regarding recent legislation, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal matters associated with amendments to Article 1.02 of Chapter 1 of the Town's Code of Ordinances, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 5:40 p.m.

Reconvene into Work Session.

The Town Council reconvened at 6:15 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 6:15 p.m.

These minutes were approved on the 12th day of August 2025.

	APPROVED:	
	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary	<u> </u>	

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Item 2.



MINUTES

Prosper Town Council Meeting

Prosper Town Hall, Council Chambers 250 W. First Street, Prosper, Texas Tuesday, July 22, 2025

Call to Order/ Roll Call.

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

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Craig Andres
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Council Members Absent:

Councilmember Marcus E. Ray

Staff Members Present:

Mario Canizares, Town Manager Terry Welch, Town Attorney Michelle Lewis Sirianni, Town Secretary Bob Scott, Deputy Town Manager Chuck Ewings, Assistant Town Manager Robyn Battle, Executive Director Larenz Taylor, Management Analyst Hulon Webb, Director of Engineering Pete Anaya, Assistant Director of Engineering - Capital Projects Lindy Higginbotham, Senior Civil Engineer Carrie Jones, Public Works Director Kurt Beilharz, Assistant Parks and Recreation Director Trevor Helton, Recreation Manager Chris Landrum, Finance Director David Hoover, Development Services Director Gary Landeck, Library Director Leigh Johnson, IT Director Muya Mwangi, Help Desk Technician I Todd Rice, Communications Director Stuart Blasingame, Fire Chief Doug Kowalski, Police Chief

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

Mike Martin with Hope Fellowship Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

The summer season of the Mayor's Fitness Challenge is underway. Any type of exercise counts as fitness minutes. Turn in your tracking sheet by September 12 to earn a free T-shirt and entry

into a drawing for a pair of Bluetooth Earbuds. Visit prospertx.gov/mayorsfitnesschallenge for more information.

Applications are now being accepted through Friday, August 1 to serve on a Prosper Board, Commission, or Committee. More information about the Board and Commissions application process, including an online application form, is available at prospertx.gov/boardandcommissions.

Presentations.

1. Recognition of participants in the Mayor's Fitness Challenge. (TH)

Mr. Helton introduced the item with an overview of the program and announced the winner from the spring session.

2. Proclamation declaring the month of August 2025 as Gun Safety Awareness Month. (MLS)

Mayor Bristol read and presented a Proclamation to Eric Gonzalez, Kevin Greene, and Kelly Stevens with Cook Children's.

CONSENT AGENDA:

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

- 3. Consider and act upon the minutes of the June 24, 2025, Town Council Work Session meeting. (MLS)
- 4. Consider and act upon the minutes of the June 24, 2025, Town Council Regular meeting. (MLS)
- Consider acceptance of the June monthly financial report for fiscal year 2025.
 (CL)
- 6. Receive the Quarterly Investment Reports for the First Two Quarters. (CL)
- 7. Consider and act upon Resolution 2025-26 approving the Town of Prosper Investment Policy and Investment Strategy and approving the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper. (CL)
- 8. Consider and act upon Resolution 2025-27 designating various individuals as authorized representatives for the Town's banking accounts. (CL)
- Consider and act upon approving the expenditure for the annual software assurance of the Town's computer-aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider for \$126,215. (LJ)
- 10. Consider and act upon Resolution 2025-32 suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rated change to permit the Town time to study the request and to establish reasonable rates; approving Cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this

resolution is passed is open to the public as required by law; and requiring notice of this resolution to the company and legal counsel for the Steering Committee. (TW)

- 11. Consider and act upon Ordinance 2025-29 amending the Code of Ordinances by adding a definition of "Electric Bicycle" to Section 1.09.001, "Definitions"; amending Section 1.09.008, "Bicycle Riding and Skating in Parks and on Bike Trails" and Subsection (5) of Section 1.09.023, "Outdoor Areas and Facilities;" all contained in Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," to include the operation of electric bicycles. (TW)
- 12. Consider and act upon a Professional Services Agreement between Axene Continuing Education and the Town of Prosper for Medical Control and Continuing Education Services in an amount not to exceed \$99,340. (SB)
- 13. Consider and act upon Ordinance 2025-30 amending Article 4.05, "Alarm Systems", of Chapter 4, "Business Regulations", of the Town's Code of Ordinances and amending fees contained in Section XVI, "Alarm Systems" of Appendix A, "Fee Schedule". (DK)
- 14. Consider and act upon Ordinance 2025-31 amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones. (HW)
- 15. Consider and act upon Joint Resolution 2025-28 with Aubrey, Celina, Pilot Point, Providence Village and Prosper urging the Texas Department of Transportation to expedite funding for critical infrastructure projects. (CE)

Councilmember Hodges made a motion to approve consent agenda items 3 through 15. Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

Vince Handler, 7409 Brushy Meadow Trail, Aubrey, announced his candidacy for Justice of the Peace, Precinct 5 in Denton County. He commented on his campaign platform including his experience and items of focus.

Items for Individual Consideration:

16. Receive and discuss the Bond Committee recommendation for a November 4, 2025, Bond Election. (RBS)

Mr. Scott introduced the item and noted as per the Council's direction, no tax rate increase will occur with the proposed election and only debt issuance that can be made within the current debt service tax rate will be made. The Bond Committee held seven meetings, toured facilities, and prioritized projects.

Kevin Greene, Chair of the Bond Committee, spoke about the work done by the committee and prioritized the proposed projects as they felt they were needed for the community. He expressed his gratitude to the committee, the Town Council, and staff that assisted them through the process.

Mr. Webb provided an overview of the proposed street and infrastructure projects.

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Chief Kowalski and Jason Cave with GFF Design provided an overview of the proposed Police Station facility expansion.

Mr. Landeck provided an overview of the proposed Library facility expansion.

Mr. Ewings provided an overview of the proposed Service Center expansion and the downtown Silo improvements.

Mr. Beilharz provided an overview of the proposed park projects.

Mr. Scott indicated that based on feedback from the Town Council, this item with the related ordinance calling the election will be brought back at the next regularly scheduled meeting.

Mayor Bristol expressed his appreciation to staff and the committee for their work.

17. Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-13-B to DDM Construction Corporation, related to construction services for the Coit Road (First-Prosper Trail) Paving and Drainage Improvements project in the amount of \$10,377,272 and authorize \$500,000 for construction phase contingencies. The total purchase order amount is \$10,877,272. (LH)

Ms. Higginbotham presented the item noting the number of bids received, project timeframe, and budget associated with the project. Staff recommends approval.

The Town Council discussed the timing of each phase and if there was any overlap, and if there were fees for liquidated damages.

Councilmember Andres made a motion to approve authorizing the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-13-B to DDM Construction Corporation, related to construction services for the Coit Road (First-Prosper Trail) Paving and Drainage Improvements project in the amount of \$10,377,272 and authorize \$500,000 for construction phase contingencies. The total purchase order amount is \$10,877,272. Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

18. 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 Coit Road (First - Prosper Trail) Paving and Drainage Improvements project for \$239,028. (LH)

Ms. Higginbotham noted this item is in conjunction with the previous and is for the material testing for the project. Staff recommends approval.

Councilmember Reeves made a motion to approve 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 Coit Road (First - Prosper Trail) Paving and Drainage Improvements project for \$239,028. Councilmember Kern seconded the motion. Motion carried with a 6-0 vote.

20. Consider and act upon authorizing the Town Manager to execute Change Order No. 3 to Dean Construction to include field lighting for the multipurpose fields and all required appurtenances, new electrical service, labor, and materials required to construct and install the multipurpose lighting at Raymond Community Park in the amount of \$1,932,621. (DB)

Mr. Beilharz presented the item noting that the proposed Change Order No. 3 will provide field lighting for the multipurpose fields in Raymond Community Park. Multipurpose field lighting was not included in the original GMP; however, a PASO request for the lighting and subsequent donation offer of \$950,000 was presented to the CIP Subcommittee and Parks and Recreation Board. If approved along with the donation, the Town would pay the remaining balance. Funds have been identified through other project savings, bond interest, park improvement fees, project contingency dollars, and the donation.

The Town Council discussed the continued cost increases on the project.

Mayor Pro-Tem Bartley made a motion to approve authorizing the Town Manager to execute Change Order No. 3 to Dean Construction to include field lighting for the multipurpose fields and all required appurtenances, new electrical service, labor, and materials required to construct and install the multipurpose lighting at Raymond Community Park in the amount of \$1,932,621. Councilmember Andres seconded the motion. Motion carried with a 6-0 vote.

19. Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and the Prosper Athletic Soccer Association (PASO) to accept a donation in the amount of \$950,000 to be used to supplement the costs for the addition of field lighting for the multipurpose fields at Raymond Community Park. (DB)

Mr. Beilharz stated this item is in conjunction with the previous item. If approved, the donation would be used towards the cost of the lighting at Raymond Community Park.

Councilmember Hodges made a motion to approve authorizing the Town Manager to execute an agreement between the Town of Prosper and the Prosper Athletic Soccer Association (PASO) to accept a donation in the amount of \$950,000 to be used to supplement the costs for the addition of field lighting for the multipurpose fields at Raymond Community Park. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

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

Legislative Subcommittee: Mayor Bristol noted that a special session is taking place that they are following.

Downtown Advisory Committee: Councilmember Kern noted the committee discussed temporary signage and received updates on parking solutions.

Finance Subcommittee: Mayor Bristol noted the committee received presentations on the budget process thus far, the compensation study, healthcare, and the Bond Rating agencies meeting recently held.

Capital Improvements Projects Subcommittee: Mayor Pro-Tem Bartley noted they recently discussed the proposed bond propositions, Raymond Community Park Change Order, infrastructure projects, and capital dedicated funds.

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

Councilmember Reeves requested an item discussion regarding short-term rentals.

EXECUTIVE SESSION:

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

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

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

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

Section 551.071 - To consult with the Town Attorney regarding legal advice relative to historical uses and historical designations of property in the Town, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal matters associated with amendments to the Town's Code of Ordinances regarding recent legislation, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal matters associated with amendments to Article 1.02 of Chapter 1 of the Town's Code of Ordinances, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 7:45 p.m.

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

The Town Council reconvened into Regular Session at 9:08 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:08 p.m.

These minutes were approved on the 12th day of August 2025.

	,	APPROVED:
		David F. Bristol, Mayor
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		

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FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Quarterly Investment Report for the Third Quarter

Town Council Meeting - August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Receive the Quarterly Investment Report for the Third Quarter.

Description of Agenda Item:

As required by the Public Funds Investment Act, staff is required to report activities of its cash and investment holdings on a quarterly basis. Information as required by the act includes investment results for the quarter, economic summary and investment strategy, investment holdings, and book vs. market comparisons.

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. Quarterly Investment Report – Q3

Town Staff Recommendation:

Town Staff recommends the Town Council receive the Quarterly Investment Report for the Third Quarter, as submitted.

Proposed Motion:

I move to receive the Quarterly Investment Report for the Third Quarter, as submitted.



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

June 30, 2025

Prepared by Prosper Finance Department

The investment portfolio of the Town of Prosper is in compliance with the Public Funds Investment Act and the Town of Prosper Investment Policy and Strategies.

Robert B. Scott

Bob Scott, Deputy Town Manager

Chris Landrum

Chris Landrum, Finance Director

Ryan Patterson

Ryan Patterson, Assistant Finance Director

Summary

Certificates of Deposit

Quarter End Results by Investment Category:

Total

4.37%

		March 31, 2025				June 30, 2025					
Asset Type	Ave. Yield	Book Value	Market Value	Ave. Yield	Е	Book Value	M	arket Value			
MMA/NOW	4.13%	\$ 29,684,669	\$ 29,684,669	4.12%	\$	33,637,802	\$	33,637,802			
MMF/Pools	4.40%	138,727,411	138,727,411	4.36%		97,234,992		97,234,992			
Securities	4.57%	19,991,017	19,961,900	4.32%		34,743,131		34,747,759			

\$ 188,403,097 \$ 188,373,980

Average Yield - Current Quarter (1) Fiscal Year-to-Date Average Yield (2) Total Portfolio Total Portfolio 4.30% 4.42% Rolling Three Month Treasury 4.37% Rolling Three Month Treasury 4.43% 4.27% Rolling Six Month Treasury Rolling Six Month Treasury 4.31% TexPool 4.47% 4.31% TexPool

4.30%

165,615,924

165,620,552

Interest Earni	ngs	(Approximate)
Quarter	\$	2,117,974
Fiscal Year-to-date	\$	6,192,934

⁽¹⁾ Quarter End Average Yield - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

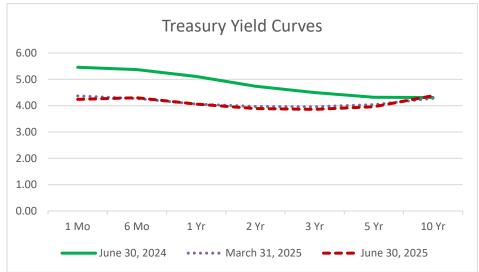
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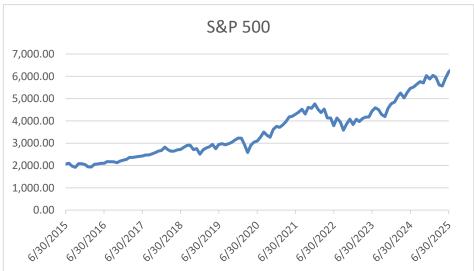
⁽²⁾ Fiscal Year-to-Date Average Yield - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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Economic Overview 6/30/2025

The Federal Open Market Committee (FOMC) maintained the federal funds target range at 4.25-4.50% throughout Q2 2025. Effective Fed Funds consistently tracked near the midpoint at around 4.33%. Despite progress in reducing inflation, it remains above the 2% target, with Core PCE at approximately 2.5% year-over-year, only down from 2.6% in March. Core CPI averaged 2.4% during Q2, which brings the core CPI to 2.9% (YoY). The FOMC reiterated its commitment to a data-dependent approach, weighing mixed signals before any potential rate cuts. Q2 non-farm payrolls rose by a monthly average of 150k, an increase from Q1 revised payrolls gains of 111k jobs/month. The unemployment rate remained low at 4.2%, while labor force participation dipped slightly. Real GDP rebounded with a strong 3.0% annualized gain in Q2 2025, following a 0.5% contraction in Q1 2025. Growth was driven largely by increased consumer spending and a sharp decline in imports. Oil prices continued to decline during Q2, averaging \$64-\$65 per barrel, down from around \$72 in Q1 2025. This reflected increased global supply and softer demand expectations, easing some inflationary pressure. The treasury yield curve remained inverted, reflecting lingering recession concerns amid slow domestic demand and mixed macro data. The Fed continues to signal two 25-basis point rate cuts likely later in 2025. Global uncertainties, geopolitical risks, and trade policy volatility remained elevated through Q2 2025.







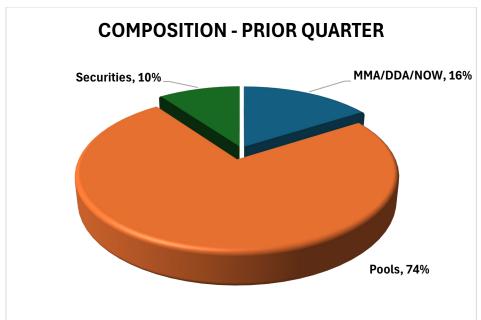


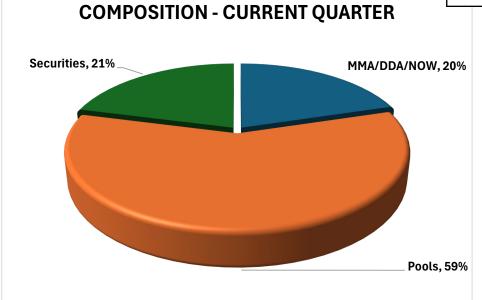
Investment Holdings June 30, 2025

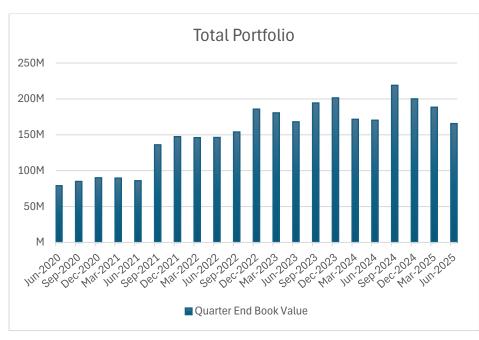
		Coupon/	Maturity	Settlement		Book	Market	Market	Life	
Description	Ratings	Discount	Date	Date	Par Value	Value	Price	Value	(Days)	Yield
Independent DDA		1.76%	07/01/25	06/30/25	4,638,073	4,638,073	100.00	4,638,073	1	1.76%
Independent DDA #2		4.50%	07/01/25	06/30/25	15,271,636	15,271,636	100.00	15,271,636	1	4.50%
Independent DDA #3		4.50%	07/01/25	06/30/25	7,920,717	7,920,717	100.00	7,920,717	1	4.50%
NexBank MMA		4.45%	07/01/25	06/30/25	5,807,375	5,807,375	100.00	5,807,375	1	4.45%
TexSTAR		4.29%	07/01/25	06/30/25	29,208,716	29,208,716	100.00	29,208,716	1	4.29%
TexPool		4.40%	07/01/25	06/30/25	68,026,276	68,026,276	100.00	68,026,276	1	4.40%
FHLB	Moodys-Aaa	4.38%	10/15/27	10/22/24	2,000,000	2,000,000	99.89	1,997,700	837	4.38%
FNMA	S&P-AA+	4.50%	10/15/27	10/22/24	3,000,000	2,998,269	99.89	2,996,550	837	4.53%
FFCB	S&P-AA+	4.67%	12/15/27	12/18/24	5,000,000	4,993,586	100.01	5,000,550	898	4.73%
FHLM	NR	4.50%	12/17/27	12/19/24	5,000,000	5,000,000	99.97	4,998,350	900	4.50%
FFCB	S&P-AA+	4.22%	05/23/28	06/30/25	5,000,000	5,000,000	100.16	5,007,900	1,058	4.22%
FHLB	NR	4.38%	06/23/28	06/30/25	5,000,000	5,000,000	100.00	5,000,000	1,089	4.38%
FNMA	S&P-AA+	4.20%	07/10/28	06/30/25	4,740,000	4,739,526	99.94	4,737,109	1,106	4.20%
FHLB	S&P-AA+	3.88%	06/04/27	06/30/25	5,000,000	5,011,750	100.19	5,009,600	704	3.75%
Total Portfolio					\$ 165,612,794	\$ 165,615,924	- -	\$ 165,620,552	198	4.30%
									(1)	(2)

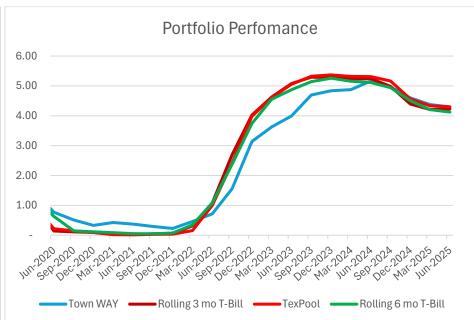
⁽¹⁾ Weighted average life - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one-day maturity.

⁽²⁾ Weighted average yield to maturity - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.









Book and Market Value Comparison

	Yield	Maturity	Book Value	Increases Decreases		Book Value Market Value		Change in	Market Value
Issuer/Description	rielu	Date	3/31/25	IIICIEases	Decleases	6/30/25	3/31/25	Market Value	6/30/25
Independent DDA	1.76%	07/01/25	\$ 4,654,398		\$ (16,325)	\$ 4,638,073	\$ 4,654,398	\$ (16,325)	\$ 4,638,073
Independent DDA #2	4.50%	07/01/25	15,002,970	268,666		15,271,636	15,002,970	268,666	15,271,636
Independent DDA #3	4.50%	07/01/25	4,284,326	3,636,392		7,920,717	4,284,326	3,636,392	7,920,717
NexBank MMA	4.45%	07/01/25	5,742,975	64,400		5,807,375	5,742,975	64,400	5,807,375
TexSTAR	4.29%	07/01/25	44,431,653		(15,222,937)	29,208,716	44,431,653	(15,222,937)	29,208,716
TexPool	4.40%	07/01/25	94,295,758		(26, 269, 482)	68,026,276	94,295,758	(26,269,482)	68,026,276
FFCB	4.22%	05/23/28	-	5,000,000		5,000,000	-	5,007,900	5,007,900
FFCB	4.73%	12/15/27	4,992,936	650		4,993,586	4,980,900	19,650	5,000,550
FHLB	3.75%	06/04/27	-	5,011,750		5,011,750	-	5,009,600	5,009,600
FHLB	4.38%	10/15/27	2,000,000			2,000,000	1,993,040	4,660	1,997,700
FHLB	4.38%	06/23/28	-	5,000,000		5,000,000	-	5,000,000	5,000,000
FHLMC	4.50%	12/17/27	5,000,000			5,000,000	4,999,750	(1,400)	4,998,350
FHLMC	4.60%	10/23/26	5,000,000		(5,000,000)	-	4,996,550	(4,996,550)	-
FNMA	4.20%	07/10/28	-	4,739,526		4,739,526	-	4,737,109	4,737,109
FNMA	4.53%	10/15/27	2,998,081	188		2,998,269	2,991,660.00	4,890	2,996,550
TOTAL / AVED A OF	4.000/		* 400 400 007	* 00 704 570	* (40 500 744)	* 405 045 004	* 400 070 000	* (00 750 400)	* 405 000 550
TOTAL / AVERAGE	4.30%		\$ 188,403,097	\$ 23,721,572	\$ (46,508,744)	\$ 165,615,924	\$ 188,373,980	\$ (22,753,428)	\$ 165,620,552

Allocation June 30, 2025

Book Value	Yield	Maturity Date	Total	Po	oled Funds	Debt 9	Service Fund
Independent DDA	1.76%		\$ 4,638,073	\$	4,638,073	\$	_
Independent DDA #2	4.50%		15,271,636		15,271,636		_
Independent DDA #3	4.50%		7,920,717		7,920,717		_
NexBank MMA	4.45%		5,807,375		5,807,375		_
TexSTAR	4.29%		29,208,716		29,208,716		_
TexPool	4.40%		68,026,276		62,876,830		5,158,446
FFCB	4.22%	05/23/28	5,000,000		5,000,000		_
FFCB	4.73%	12/15/27	4,993,586		4,993,586		_
FHLB	3.75%	06/04/27	5,011,750		5,011,750		_
FHLB	4.38%	10/15/27	2,000,000		2,000,000		_
FHLB	4.38%	06/23/28	5,000,000		5,000,000		_
FHLMC	4.50%	12/17/27	5,000,000		5,000,000		_
FNMA	4.20%	07/10/28	4,739,526		4,739,526		_
FNMA	4.53%	10/15/27	2,998,269		2,998,269		_
	Totals		\$ 165,615,924	\$	160,457,478	\$	5,158,446

Allocation March 31, 2025

Book Value	Yield	Maturity Date	Total	Pod	oled Funds	Debt S	Service Fund
Independent Financial DDA	1.76%		\$ 4,654,398	\$	4,654,398	\$	_
Independent Financial DDA #2	4.59%		15,002,970		15,002,970		_
Independent Financial DDA #3	4.59%		4,284,326		4,284,326		_
NexBank MMA	4.50%		5,742,975		5,742,975		_
TexSTAR	4.40%		44,431,653		44,431,653		_
TexPool	4.43%		94,295,758		89,472,901		4,822,857
FFCB	4.73%	12/15/27	4,992,936		4,992,936		_
FHLB	4.38%	10/15/27	2,000,000		2,000,000		_
FHLMC	4.60%	10/23/26	5,000,000		5,000,000		_
FHLMC	4.50%	12/17/27	5,000,000		5,000,000		_
FNMA	4.53%	10/15/27	2,998,081		2,998,081		_
To	otals	-	\$ 188,403,097	\$	183,580,240	\$	4,822,857



TOWN ATTORNEY

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney

Through: Mario Canizares, Town Manager

Re: Ordinance Amendment – Addressing Town Council

Town Council Meeting - August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Division 7, "Addressing the Town Council," of Article 1.02 of Chapter 1 of the Town's Code of Ordinances by adding Section 1.02.194, "Addressing the Town Council."

Description of Agenda Item:

The following amendment to the statement that is routinely announced at each Town Council meeting is being added to the Town's Code of Ordinances to reflect how to address the Town Council during a public meeting.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

The Town Attorney recommends that the Town Council approve an ordinance amending Division 7, "Addressing the Town Council," of Article 1.02 of Chapter 1 of the Town's Code of Ordinances by adding Section 1.02.194, "Addressing the Town Council."

Proposed Motion:

I move to approve an ordinance amending Division 7, "Addressing the Town Council," of Article 1.02 of Chapter 1 of the Town's Code of Ordinances by adding Section 1.02.194, "Addressing the Town Council."

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2025-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING DIVISION 7, "ADDRESSING THE TOWN COUNCIL," OF ARTICLE 1.02, "TOWN COUNCIL," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING A NEW SECTION 1.02.194, "ADRESSING THE TOWN COUNCIL"; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas ("Town"), previously has adopted rules regarding citizens addressing the Town Council, and such rules are contained in Division 7 of Article 1.02 of Chapter 1 of the Code of Ordinances; and

WHEREAS, the Town Council wishes to clarify those rules for citizens who wish to address Town Council, to eliminate any possible ambiguity; and

WHEREAS, the Town Council has further determined that such clarification is in the best interests of the Town and its citizens.

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

SECTION 1

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

SECTION 2

Division 7, "Addressing the Town Council," of Article 1.02, "Town Council," of Chapter 1, "General Provisions," of the Code of Ordinances of the Town of Prosper is hereby amended by adding a new Section 1.02.194, "Addressing the Town Council," to read as follows:

"ARTICLE 1.02 TOWN COUNCIL

* * *

Sec. 1.02.194. Addressing the Town Council.

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."

Secs. 1.02.195. through 1.02.220 (Reserved)"

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall become effective after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 12TH DAY OF AUGUST, 2025.

	APPROVED:	
	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S. Welch, Town Attorney		



TOWN MANAGER

To: Mayor and Town Council

From: Mario Canizares, Town Manager

Re: ILA – Town of Little Elm – Iron Man

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Cooperation Agreement between the Town of Litle Elm and the Town of Prosper for the Coordination of the Ironman Competition route.

Description of Agenda Item:

The Town of Little Elm is organizing an Ironman competition to be held in March 2026, which includes a route extending through the Town's jurisdiction. The Town of Little Elm has requested the Town's participation and assistance in providing reasonable public safety support with Police and EMS during the event, assist with public communication efforts to identify and notify residents and businesses of all temporary road closures related to the event, assist the town in ensuring that any required permits or approvals for use of public rights-of-way are issued in coordination with the agreement, maintain communication with event staff in addressing any and all safety, sanitation, and emergency response, and designate and identify a contact person.

The proposed route will impact Prosper from US Hwy 380 to First Street; First Street to Teel Parkway; and Teel Parkway to Parvin Road.

The proposed agreement has a term for a period of one (1) year and thereafter on a year-to-year basis until either Town gives nine (9) months of written notice of intent to terminate.

Budget Impact:

The Town of Little Elm has requested the average overtime rate for our Police and Fire Departments so that they can budget accordingly. Based on this request, the Town anticipates receiving full reimbursement for the estimated needs of 14 officers to cover the route.

Legal Obligations and Review:

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

Attached Documents:

1. Interlocal Cooperation Agreement

Town Staff Recommendation:

Item 5.

Town Staff recommends that the Town Council approve authorizing the Town Manager to execute an Interlocal Cooperation Agreement between the Town of Litle Elm and the Town of Prosper for the Coordination of the Ironman Competition route.

Proposed Motion:

I move to approve the Town Manager to execute an Interlocal Cooperation Agreement between the Town of Litle Elm and the Town of Prosper for the Coordination of the Ironman Competition route.

Page 2 of 2

INTERLOCAL COOPERATION AGREEMENT BETWEEN TOWN OF LITTLE ELM, TEXAS & THE TOWN OF PROSPER, TEXAS FOR THE COORDINATION OF THE IRONMAN COMPETITION ROUTE

This Agreement (hereinafter referred to as the "Agreement"), is made and entered into by and between the Town of Little Elm, Texas (hereinafter referred to as the "Town") located in Denton County, Texas, and the Town of Prosper, Texas (hereinafter referred to as the "Partner Town") located in Denton County, Texas.

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

WHEREAS, the Town and the Partner Town are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of local governmental functions and services to their citizens; and

WHEREAS, these functions and services serve the public health, safety, and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to the contracting parties; and

WHEREAS, the Town and the Partner Town, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefore only from current revenues legally available to such party; and

WHEREAS, the Town is organizing an Ironman competition (hereinafter referred to as the "Event") scheduled for March 15, 2026, which Event includes a route extending into the jurisdiction of the Partner Town; and

WHEREAS, the Partner Town agrees to cooperate and provide support to facilitate the Event within its jurisdiction; and

WHEREAS, the Town and Partner Town desire to formalize their mutual responsibilities and expectations related to the coordination, safety, traffic control, public communication, and event logistics necessary to facilitate the Event:

NOW, THEREFORE, the Town and the Partner Town, for the mutual consideration hereinafter stated, agree, and understand as follows:

- 1. **PURPOSE**. To establish the terms and conditions under which both the Town and Partner Town collaborate to facilitate the Event route through their respective jurisdictions.
- 2. **ROUTE DESIGNATION**. The Event route shall enter and exit the Partner Town's streets identified in Exhibit A. Any changes to the designated route through the respective jurisdiction must be approved in writing by both the Town and Partner Town. Any ongoing construction or scheduled construction in relation to the Event route must be identified and acknowledged by both the Town and Partner Town, so that it will not impact the finalized route through both jurisdictions.

3. **TERM.** This Agreement shall continue to remain in effect for a period of one (1) year from the date of execution and thereafter on a year-to-year basis until either the Town or the Partner Town shall give the other respective party nine (9) months written notice of intent to terminate as provided hereafter, or until superseded."

4. PARTNER TOWN OBLIGATIONS.

- A. Approve the proposed Event route and traffic control plan within the Partner Town's respective jurisdiction.
- B. Providing reasonable public safety support with police and EMS during the Event.
- C. Assist with public communication efforts to identify and notify residents and businesses of all temporary road closures related to the Event.
- D. Assist the Town in ensuring that any required Partner Town permits or approvals for use of public rights-of-way are issued in coordination with this Agreement.
- E. Maintain communication between the Town and Event staff in addressing any and all safety, sanitation, and emergency response within the Partner Town's jurisdiction.
- F. Designate and identify a contact person who will represent the Partner Town regarding this Agreement.

5. TOWN OBLIGATIONS.

- A. To coordinate and communicate the proposed event planning, logistics, and public safety plan for the Event.
- B. Provide the finalized Event route and schedule to the respective Partner Town.
- C. Obtain all required permits necessary by the state and regional agencies.
- D. Provide a traffic control plan approved by the Town's Public Safety Office.
- E. Designate and identify a contact person who will represent the Town regarding this Agreement.

6. MISCELLANEOUS PROVISIONS.

A. <u>Entire Agreement</u>. The Agreement represents the entire agreement between the Town, the Partner Town and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may be amended by a written instrument signed by the governing bodies of both the Town and Partner or those authorized to sign on behalf of the respective governing

parties.

- B. <u>Indemnification Clause</u>. To the extent allowed by law, the Town and Partner Town agree to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demand, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to or resulting from its performance under this Agreement, caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.
- C. <u>Immunity and Defenses</u>. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Town and the Partner Town do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- 7. **NOTICE**. Notices required by this Agreement shall be submitted to the persons and/or organizations, as follows:

Town of Little Elm:

Att. Matt Mueller Town of Little Elm Town Manager 100 W. Eldorado Parkway Little Elm, TX 75068 214-618-2914

Town of Prosper:

Att. Mario Canizares
Town of Prosper
Town Manager
250 W. First Street Prosper,
Texas 75078
972-346-2640

The Town or the Partner Town may later designate in writing any other individual or entity to whom notices or referrals shall be submitted.

- 8. **GOVERNING LAW & VENUE.** This Agreement shall be governed by and is to be construed, interpreted, and enforced under the laws of the State of Texas and of the United States of America. The Town and the Partner Town agree and consent to the exclusive jurisdiction of the District Courts and County Courts at Law of Denton County, Texas, and of the United States District Court for the Northern District of Texas (Dallas Division) and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions between the Town and the Partner Town agree that such courts shall be the exclusive forums for the resolution of any actions between the Town and the Partner Town.
- 9. **SEVERABILITY CLAUSE.** Provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held by a court competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law,

the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

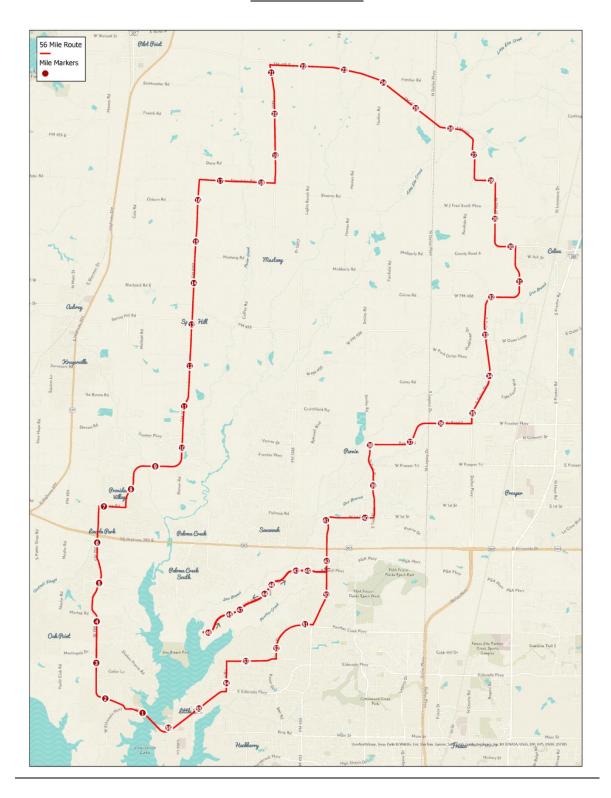
10. <u>SUCCESSORS & ASSIGNS.</u> This Agreement shall be binding upon the Town and Partner Town hereto, their successors, and assigns. Neither the Town nor the Partner Town will assign or transfer an interest in this Agreement without the written consent of both respective parties.

ACKNOWLEDGMENT

TOWN OF LITTLE ELM:	
APPROVED by the Town Council of the Town of Little Elm day of, 2025, and executed by its author	
X	X
Matt Mueller, Town Manager Little Elm, Texas	Drew Bailey, Dircetor of Tourism & Comm Little Elm, Texas
X	
Robert Brown Town Attorney	
STATE OF TEXAS: DENTON COUNTY	
This instrument was acknowledged before me on the Mueller, Town Manager of the Town of Little Elm, Texas, municipality.	
X	
Notary Public in and for the State of Texas	

APPROVED by the Town Council of the Town of Prosper, of, 2025, and executed by its authorized	· · · · · · · · · · · · · · · · · · ·	neld on the day
X	X	
NAME & TITLE	ATTEST	
CITY	CITY	
STATE OF TEXAS: DENTON COUNTY		
This instrument was acknowledged before me on the Canizares, Town Manager of the Town of Prosper, Texas municipality.		
V		
<u> </u>		
Notary Public in and for the State of Texas		

EXHIBIT A PROPOSED ROUTE



Ironman Bike Route:

Mile 37

Turn left on N Teel Pkwy

Continue south on N Teel Pkwy

Mile 38

Continue south on N Teel Pkwy

Mile 39

Continue south on N Teel Pkwy

Turn right on W 1st St

Mile 40

Continue west on W 1st St

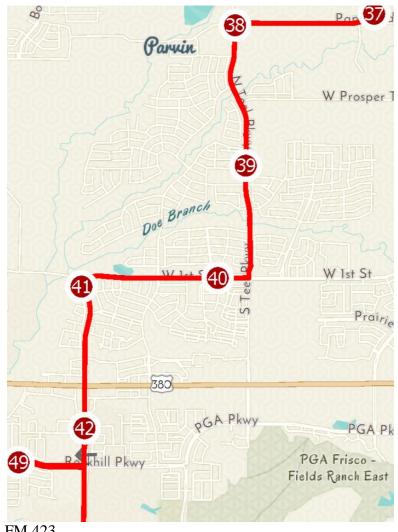
Turn left on Gee Rd

Mile 41

At the traffic light, continue forward on FM 423

Mile 42

Continue south on FM 423





PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

Through: Mario Canizares, Town Manager

Robyn Battle, Executive Director

Re: Doe Branch Pedestrian Trail and Bridge CSP Award

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-11-B to Ratliff Hardscape, Ltd. for the Doe Branch Pedestrian Trail and Bridge in the amount of \$1,458,730.

Description of Agenda Item:

This construction contract is for sections of widened walkway along the south side of Gee Road between Denton Way and First Street, and a section of 10-foot-wide concrete hike and bike trail that will cross the southern end of the Town's Doe Branch property, connecting the neighborhoods on the east and west sides of the floodplain. A pedestrian bridge will cross Doe Branch Creek, and a culvert box will cross an unnamed tributary of the main creek.

The Town received eight bids, listed in the attached bid tabulation. The Competitive Sealed Proposal (CSP) procurement method was used to score the bidders. The highest scoring bidder is not the lowest cost. The highest score went to the bidder that has proposed completing the project in the shortest time. Their proposed time is 130 days at \$1,458,730 compared to the next highest scoring bidder at 200 days and \$1,308,626.

Budget Impact:

The total cost of the construction contract is \$1,458,730. Funding for this contract is available in account PK202120-CONST-CONST.

Legal Obligations and Review:

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

Attached Documents:

- 1. Construction Contract
- 2. As read Bid Tabulation
- 3. CSP Scoring Matrix
- 4. Location Map

Page 1 of 2

Town Staff Recommendation:

Town staff recommend that the Town Council reject all bids and rebid the project as a Competitive Sealed Bid (CSB).

Proposed Motion:

I move to approve rejecting all bids and rebidding the project as a Competitive Sealed Bid. (CSB)

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)	
)	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN)	

This Construction Agreement (the "Agreement") is made by and between **Ratliff Hardscape**, **LTD**, 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. 2025-11-B DOE BRANCH PEDESTRIAN TRAIL AND BRIDGE

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 **one million, four hundred fifty-eight thousand seven hundred thirty dollars and zero cents (\$1,458,730.00).** This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within 115 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 SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS. DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

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

re: CSP No. 2024-11-B DOE BRANCH PEDESTRIAN TRAIL AND BRIDGE

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.
- 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:

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- 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 nonowned 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.
- 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
 - 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.

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- 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.

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;
- 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;
- 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.

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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: David Wilford

Title: President & COO

Date: 7/29/25

Address:

1740 Midway Road

Lewsiville, TX 75056

Phone: (972) 436-2508

Email: jeber@ratliffhardscape.com

By: MARIO CANIZARES

Title: Town Manager

Date:

Address:

250 W. First St.

P.O. Box 307

Prosper, Texas 75078

Phone: (972) 346-2640

Email: mcanizares@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI

Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)	,				4
COUNTY OF COL	LIN)	,				
KNOW	ALL MEN	BY THESE	PRESENTS:	That	whose	address is after called
Principal, and					, a corporation o	
					fully licensed to transa	
					PROSPER, a home-r	
					fter called "Beneficiary"	
					d thirty dollars and	
					ditional sum of money	
					or connected with the be	
					s, for the payment of w	
					nd successors, jointly a	
					eased by the amount o	
Order or Suppleme	ental Agreer	nent, which in	creases the Cor	ntract price, but in	no event shall a Cha	nge Order or
Supplemental Agre	ement, whic	h reduces the	Contract price, d	ecrease 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 12th day of August, A.D. 2025, 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. 2025-11-B DOE BRANCH PEDESTRIAN TRAIL AND BRIDGE

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.

		REOF, this instrum ay of	ent is executed in two copies, each one of which shall be deemed an, 2025.
ATTEST:			PRINCIPAL:
			Company Name
By: Signati	ure		By: Signature
Typed/Print	ted Name		Typed/Printed Name
Title			Title
Address			Address
City	State	Zip	City State Zip
Phone		Fax	Phone Fax

[Signatures continued on following page.]

ATTEST:				SURETY:			
By: Signature)			By: Signatur	re	ı	
Printed Name	е			Printed Nam	ne		
Title				Title			
Address				Address			
City	State	Zip		City	State	Zip	
Phone		Fax		Phone		Fax	
The Residen process is:	t Agent of the Sเ	urety in Collin Co	unty or Dalla	s County, Texa	s, for delivery of	notice and service of	f the
	SIREELAI	DDRESS:					

<u>NOTE</u>: Date on <u>Page 1</u> of Performance Bond must be <u>same date as Contract</u>. Date on <u>Page 2</u> of Performance Bond must be <u>after date of Contract</u>. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

COUNTY OF COLLIN) KNOW ALL MEN BY THESE PRESENTS: That whose address	is
KNOW ALL MEN BY THESE PRESENTS: That whose address	is
, hereinafter ca	ılled
Principal, and, a corporation organized a	and
existing under the laws of the State of, and fully licensed to transact busines	s in
the State of Texas, as Surety, are held and firmly bound unto the TOWN OF PROSPER, a home-rule munic	ipal
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 improvement	ents
hereinafter referred to in the penal sum of one million, four hundred fifty-eight thousand seven hundred th	irty
dollars and zero cents (\$1,458,730.00) (one hundred percent (100%) of the total bid price) in lawful money of	the
United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we be	oind
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 Supplementation	ntal
Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement	ent,
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 **12th day of August A.D. 2025**, 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. 2025-11-B DOE BRANCH PEDESTRIAN TRAIL AND BRIDGE

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

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 _____, 2025. ATTEST: PRINCIPAL: Company Name Signature Signature Typed/Printed Name Typed/Printed Name Title Title Address Address City City State Zip State Zip

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's

[Signatures continued on following page.]

Fax

Phone

Phone

Fax

ATTEST:				SURETY:		*
By: Signature				By: Signatur	re	
Printed Name				Printed Nam		
Title				Title		
Address				Address		
City	State	Zip		City	State	Zip
Phone		Fax		Phone		Fax
The Residen process is:	t Agent of the Su	urety in Collin Coun	ty or Dalla	s County, Texa	s, for delivery of r	notice and service of th
	NAME: STREET AI CITY, STAT	DDRESS: FE, ZIP:				

<u>NOTE</u>: Date on <u>Page 1</u> of Performance Bond must be <u>same date as Contract</u>. Date on <u>Page 2</u> of Performance Bond must be <u>after date of Contract</u>. 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: T	hat	¥	whose address
is	N or groups, application from properties of the control of the con	, hereinafter	referred to as	s "Principal," and
	, a corporate	surety/sureties orga	anized under the	laws of the State of
and fully license	ed to transact business in	n the State of Texas	s, as Surety, herei	nafter referred to as
"Surety" (whether one or more)				
corporation, hereinafter referred				
seven hundred thirty dollars a				
in lawful money of the United St	ates to be paid to Owner	, its successors and	assigns, for the pa	ayment of which sum
well and truly to be made, we b				
assigns, jointly and severally; an				
, , , , , , , , , , , , , , , , , , ,		TO ANALYSIS THE SUMMERS SPECIAL STREET STREET STREET		
WHEREAS, Principal e	entered into a certain writte	en Contract with the	Town of Prosper, o	lated on or about the
12th day of August, 2025, to fu				

CSP NO. 2025-11-B DOE BRANCH PEDESTRIAN TRAIL AND BRIDGE

supervision, and other accessories necessary for the construction of:

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.

	SS WHEREOF, thi day of		uted in two copies, each one of which shall be	deemed an original,
OH WIIS WIE	uay or	, 2020.		
ATTEST:			PRINCIPAL:	
			- N	¥
			Company Name	
Ву:			By:	
Signat	ure		Signature	
Typed/Prin	ted Name		Typed/Printed Name	
Title			Title	
Address			Address	
City	State	Zip	City State	Zip
Phone		Fax	Phone	Fax

[Signatures continued on following page.]

ATTEST:			SURETY:		
By: Signatui	re		By: Signat	ure	
Printed Nam	ne		Printed Na	ame	
Title			Title		
Address			Address		
City	State	Zip	City	State	Zip
Phone		Fax	Phone		Fax



TOWN OF PROSPER PROPOSAL TABULATION SUMMARY

Solicitation Number CSP No. 2025-11-B

Doe Branch Pedestrian Trail and Bridge

Solicitation Title

Close Date 7/15/2025 at 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total	Total Days
2L Construction LLC	Boyd	TX	7/15/2025 12:04:58 PM (CT)	\$1,374,632.40	230
A&C Construction, Inc.	Irving	TX	7/15/2025 01:08:25 PM (CT)	\$1,629,000.00	200
C. Green Scaping, LP	Fort Worth	TX	7/15/2025 11:41:28 AM (CT)	\$1,308,626.52	200
HQS Construction	Plano	TX	7/15/2025 01:02:31 PM (CT)	\$2,323,433.00	280
Millis Development and Construction - Dallas, LLC	McKinney	TX	7/15/2025 12:24:54 PM (CT)	\$1,637,588.00	326
Ratliff Hardscape, Ltd	Lewisville	TX	7/15/2025 12:52:28 PM (CT)	\$1,458,730.00	130
RoeschCo Construction, LLC	Frisco	TX	7/15/2025 09:24:20 AM (CT)	\$1,377,759.88	220
Vlex construction LLC	Greenville	TX	7/15/2025 11:45:09 AM (CT)	\$1,423,833.00	210

**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

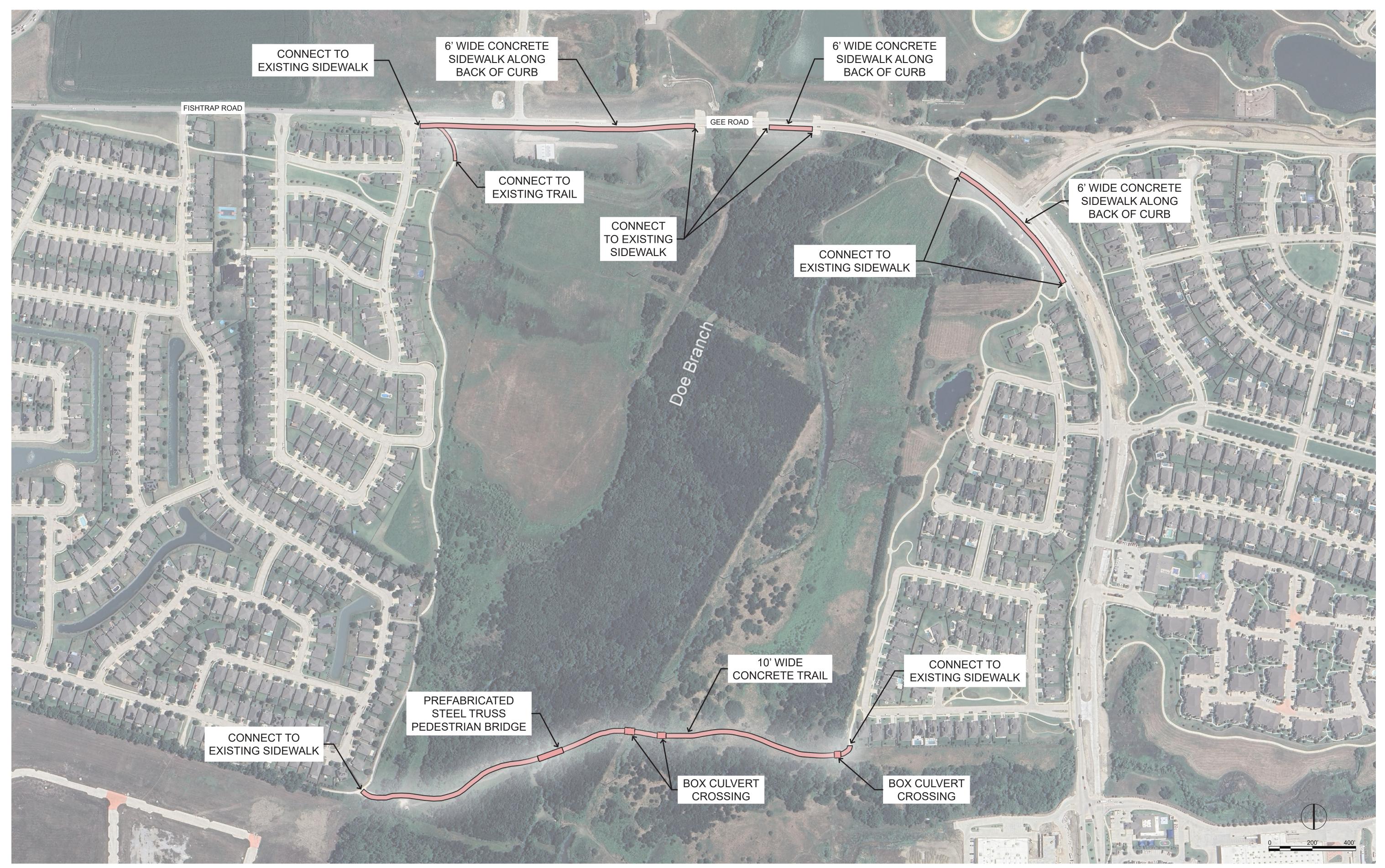
Certified on:

July 15, 2025

CSP NO. 2025-11-B

Doe Branch Pedestrian Trail and Bridge

EVALUATION MATRIX		2L Co	onstruction	A&C Cor	struction	C. Green	n Scaping	HQS Cor	struction		opment and	Ratliff H	ardscape	RoeschCo (Construction	Vlex Cor	nstruction
										Const	ruction						
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Cost Proposal	65%	9.52	6.19	8.03	5.22	10.00	6.50	5.63	3.66	7.99	5.19	8.97	5.83	9.50	6.17	9.19	5.97
Proposed Project Timeline	25%	5.65	1.41	6.50	1.63	6.50	1.63	4.64	1.16	3.99	1.00	10.00	2.50	5.91	1.48	6.19	1.55
Qualifications and Experience	10%	8.00	0.80	7.00	0.70	7.00	0.70	6.33	0.63	6.67	0.67	8.67	0.87	6.67	0.67	6.67	0.67
TOTAL	100%		8.40		7.55		8.83		5.46		6.86		9.20		8.32		8.19



SCALE: 1"= 200'-0"



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: Godwin Parkway Agreement

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute the Roadway Design, Construction and Reimbursement Agreement between Prosper Economic Development Corporation, Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Godwin Parkway.

Description of Agenda Item:

Blue Star Land L.P., is designing and proposing to construct four (4) lanes of Godwin Parkway from the Dallas North Tollway (DNT) to west of Bravo Way in two (2) phases. The first phase, from the DNT to west of the future BNSF Overpass, is anticipated to be completed one (1) year from the date of execution of this Agreement. Phase 2 is the extension from the end of Phase 1 to west of Bravo Way and includes the BNSF Overpass. The agreement does not include a timeline for completion of construction of Phase 2 due to factors beyond Blue Star's control.

The purpose of the Roadway Design, Construction and Reimbursement Agreement is to outline the obligations of the Prosper Economic Development Corporation, Blue Star Land L.P., and the Town of Prosper related to the design and construction of Godwin Parkway.

Budget Impact:

The cost participation by the Town for the design and construction costs of Phase 1 is \$1,000,000, along with an additional \$250,000 estimated for any non-recoverable costs that are incurred due to the redesign of the plans to avoid lowering the existing 42-inch water line east of the DNT. The \$1,000,000 to be reimbursed to Blue Star through monthly payments based on one half the approved construction costs for that month until paid in full. This \$1,000,000 will be applied to the Maximum Construction Costs Reimbursement pursuant to TIRZ #1's Development and Financing Agreement. The additional non-recoverable costs will not be applied to the Maximum Construction Costs Reimbursement and will be paid to Blue Star within thirty (30) days of the Town's receipt and approval of such reimbursement request from Blue Star. The Prosper Economic Development Corporation will provide \$1,000,000 cost participation to Blue Star upon the Town's acceptance of Phase 1, which will not be applied to the Maximum Construction Costs Reimbursement.

Legal Obligations and Review:

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

Attached Documents:

- 1. Town of Prosper Thoroughfare Plan
- 2. Roadway Design, Construction and Reimbursement Agreement

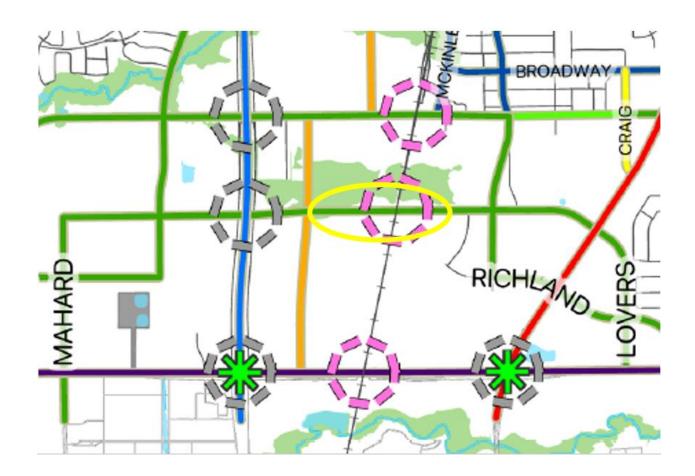
Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute the Roadway Design, Construction and Reimbursement Agreement between Prosper Economic Development Corporation, Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Godwin Parkway.

Proposed Motion:

I move to authorize the Town Manager to execute the Roadway Design, Construction and Reimbursement Agreement between Prosper Economic Development Corporation, Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Godwin Parkway.

Town of Prosper Thoroughfare Plan



ROADWAY DESIGN, CONSTRUCTION AND REIMBURSEMENT AGREEMENT

THIS ROADWAY DESIGN, CONSTRUCTION AND REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of ____, 2025, by and between the Town of Prosper, Texas (the "Town"), the Prosper Economic Development Corporation (the "PEDC") and Blue Star Land L.P. ("Blue Star"), each referred to individually as a "Party," and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Blue Star is in the process of developing and continuing to develop property in the Town; and

WHEREAS, the Town, the PEDC and Blue Star agree and acknowledge that it is necessary that Godwin Parkway be constructed to accommodate increased traffic related to the foregoing development in the Town; and

WHEREAS, the purpose of this Agreement is to delineate each Party's obligations related to the design and construction of Godwin Parkway, the delineation of which is more fully defined herein; and

WHEREAS, Phases 1 and 2 of Godwin Parkway are located in Tax Increment Reinvestment Zone #1 ("TIRZ #1") in the Town, and the design and construction costs associated with such Phases 1 and 2 are eligible for reimbursement pursuant to the Development and Financing Agreement for TIRZ #1; and

WHEREAS, the Parties have concluded and hereby find that this Agreement clearly promotes economic development in the Town and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, as amended, and further, is in the best interests of the Town, the PEDC and Blue Star; and

WHEREAS, the Texas Development Corporation Act, contained in Chapters 501-505 of the Texas Local Government Code, as amended (the "Act"), authorizes the PEDC to provide economic development grants for the purposes authorized by such Act; and

WHEREAS, the Parties further have determined that this Agreement will further the objectives of the Town and the PEDC, will benefit the Town and the Town's inhabitants, will promote local economic development, will stimulate commercial and business activity, and will generate additional sales tax and will enhance the property tax base and economic vitality of the Town.

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, the PEDC and Blue Star covenant and agree as follows:

- 1. Phases 1 and 2 of Godwin Parkway Defined. The Parties agree that for purposes of this Agreement, Phase 1 of Godwin Parkway shall be that portion of Godwin Parkway from the Dallas North Tollway to immediately west of the future BNSF Overpass, and Phase 2 shall be that portion of Godwin Parkway from the end of Phase 1 to immediately west of Bravo Way which includes the BNSF Overpass, as such phases are more fully depicted in Exhibit A, attached hereto.
- 2. <u>Design of Phases 1 and 2; Commencement of Design</u>. Blue Star shall design four (4) lanes of Godwin Parkway for both Phase 1 and Phase 2. "Design" shall include all engineering design of both Phases and shall be subject to the Town Engineer's approval, such approval not to be unreasonably withheld. Design shall include the preparation of plans, specifications and estimates, as well as related information to support the Godwin Parkway's maintenance and operation. The Design of Phases 1 and 2 of Godwin Parkway shall commence upon execution of this Agreement.
- 3. <u>Completion of Construction of Phase 1 of Godwin Parkway</u>. Blue Star agrees and acknowledges that it shall commence construction of the Phase 1 portion of Godwin Parkway immediately upon receipt of a set of construction plans approved for construction by the Town of Prosper. Blue Star further agrees that it shall proceed with construction working diligently in an effort to complete the Phase 1 portion of Godwin Parkway no later than one (1) year from the date of execution of this Agreement. The date of completion of construction shall be the date on which the Town accepts Phase 1.
- 4. <u>Completion of Construction of Phase 2 of Godwin Parkway</u>. Blue Star agrees and acknowledges that it shall proceed with design and permitting efforts for Phase 2 of Godwin Parkway, which includes the BNSF Overpass, however, due to factors beyond their control Blue Star will not be under any time constraint for the completion of construction.
- Costs for Phase 1. On a monthly basis, the Town agrees to reimburse Blue Star for one half of the approved construction costs for that month up until the Town's maximum contribution of \$1,000,000.00 has been reached. Such reimbursement shall be made to Blue Star within thirty (30) days of the Town's receipt of such reimbursement request from Blue Star. Blue Star agrees that it shall promptly provide the Town any documentation requested by the Town to review the design and/or construction costs incurred by Blue Star. The Town further agrees that it shall be responsible for any non-recoverable costs that are incurred by Blue Star due to the redesign of the construction plans to avoid the proposed lowering of the existing 42 inch water line east of the Dallas North Tollway. Any such costs shall be in addition to the previously mentioned \$1,000,000.00, currently

estimated at \$250,000.00, and to be paid within thirty (30) days of the Town's receipt and approval of such reimbursement request from Blue Star.

- Costs for Phase 1. Upon the Town's acceptance of Phase 1 of Godwin Parkway, the PEDC shall reimburse Blue Star \$1,000,000.00 for design and construction costs incurred by Blue Star. The reimbursement by the PEDC shall not be applied to the Maximum Construction Costs Reimbursement pursuant to TIRZ #1's Development and Financing Agreement, as may be amended. Such reimbursement shall be made to Blue Star within thirty (30) days of the PEDC's receipt of such reimbursement request from Blue Star. Blue Star agrees that it shall promptly provide the PEDC any documentation requested by the PEDC to review the design and/or construction costs incurred by Blue Star.
- 7. Eligible Costs from TIRZ #1-Eligible Infrastructure Projects Funds. The Parties agree and acknowledge that the Town's reimbursement amount of \$1,000,000.00 shall be treated as TIRZ #1-eligible costs to be applied to the Maximum Construction Costs Reimbursement pursuant to TIRZ #1's Development and Financing Agreement, as may be amended. The reimbursements by the Town shall be applied to the Maximum Construction Costs Reimbursement prior to crediting any such costs incurred by Blue Star to the Maximum Construction Costs Reimbursement.
- **8.** <u>Binding Agreement</u>. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties.
- 9. <u>Limitation on Liability</u>. It is understood and agreed between the Parties that Blue Star in satisfying the conditions of this Agreement has acted independently, and the Town and the PEDC assume no responsibilities or liabilities to third parties in connection with Blue Star's actions. Further, Blue Star agrees to indemnify and hold harmless the Town and the PEDC from all claims, suits, demands, and causes of actions by a third party arising out of Blue Star's actions and performance under this Agreement, as hereinafter referenced.
- 10. <u>No Joint Venture</u>. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.
- 11. <u>Authorization</u>. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.
- 12. <u>Right of Access</u>. Blue Star further agrees that the Town, its agents and employees, shall have a reasonable right to access the Property and any improvements thereon to inspect same in order to ensure that the construction of the improvements is in

accordance with this Agreement and/or all applicable federal, state and local laws, ordinances and regulations.

- 13. <u>Construction of Agreement; Venue</u>. 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.** <u>Notices.</u> Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: Town of Prosper, Texas

P.O. Box 307

Prosper, Texas 75078

Att'n: Mario Canizares, Town Manager

If to the PEDC Prosper Economic Development Corporation

P.O. Box 1060

Prosper, Texas 75078

Att'n: President

If to Blue Star: Blue Star Land, L.P.

8000 Warren Parkway Building 1, Suite 100 Frisco, Texas 75034 Att'n: Joe Hickman

- 15. Attorney's Fees to 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).
- 16. <u>Entire Agreement; Binding Effect of Agreement</u>. 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.
- 17. <u>Invalidation</u>. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

- **18.** 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.
- **19. Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this 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.** Authority to Execute Agreement. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The PEDC warrants and represents that the individual executing this Agreement on behalf of the PEDC has full authority to execute this Agreement and bind the PEDC to the same. Blue Star warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Blue Star to same.
- 21. <u>Non-Binding Mediation</u>. 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.
- **22.** Compliance with Chapter 2264, Texas Government Code. Blue Star certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Blue Star, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), Blue Star shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the Town notifies Blue Star of the violation.
- **23.** Form 1295 Certificate. Blue Star agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, Blue Star agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- **24.** Non-Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement

contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code 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) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Blue Star is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Blue Star verifies that Blue Star does not boycott Israel and will not boycott Israel during the Term of this Agreement.

- 25. <u>Prohibition on Contracts with Certain Companies Provision</u>. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Blue Star 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.
- **26.** Report Agreement to Comptroller's Office. The Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as amended.
- **Yerification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if Blue Star employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000.00 that is paid wholly or partly from public funds of the Town, Blue Star represents that: (1) Blue Star does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) Blue Star will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- 28. <u>Verification Blue Star Does Not Boycott Energy Companies</u>. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if Blue Star employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000.00 that is paid wholly or partly from public funds of the Town, Blue Star represents that: (1) Blue Star does not boycott energy companies; and (2) Blue Star will not boycott energy companies during the Term of this Agreement.
- 29. <u>Default</u>. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under

this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

- **30.** <u>Amendment</u>. This Agreement may only be amended by a written agreement executed by the Parties.
- **31.** Recitals. The recitals in this Agreement are true and correct, represent representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.
- **32.** <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 33. <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **34.** <u>Survival of Covenants</u>. Any covenants of the Parties that are to be performed after termination of this Agreement shall survive termination of this Agreement.
- **35.** Assignment. This Agreement may not be assigned by Blue Star, in whole or in part, without the prior written consent of the Town and the PEDC. Any attempted assignment by Blue Star in violation of the terms and provisions of this section shall be void.
- **36. Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution of this Agreement.
- **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

THE TOWN OF PROSPER, TEXAS

Ву:		
Name:		
Title:		

PROSPER ECONOMIC DEVELOPMENT CORPORATION

By: falfel

Name: R. Chad Gilland

Title: VP Board of DIRECTORS

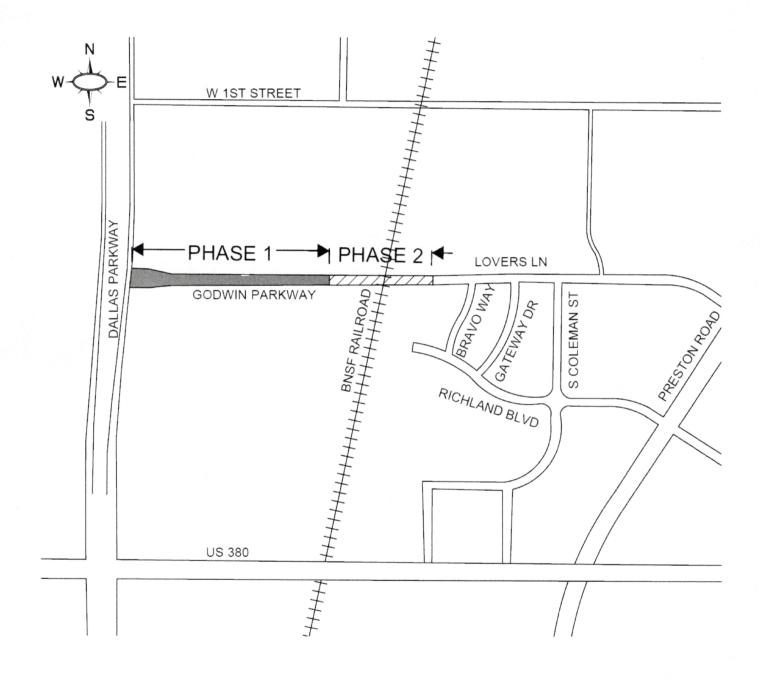
BLUE STAR LAND L.P.,

a Texas limited partnership

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

By:	
Name: Tom Walker	
Title: Treasurer	
Date:	

EXHIBIT A (Phase 1 and Phase 2 Roadway Depiction)





ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

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

Re: Professional Engineering Services Agreement

Contract Amendment No. 1

Custer Road 6MG Ground Storage Tank

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manger to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$164,750.

Description of Agenda Item:

At the June 25, 2024, Town Council meeting, Council awarded a contract to Freese and Nichols for the design of a new 6MG ground storage tank for \$599,900. This effort also included services to study the condition of the existing chemical feed system and examine potential spaces if new equipment is deemed to be needed at the existing 3MG and 5MG ground storage tanks.

The study of the existing chemical feed system has been completed, and a Technical Memorandum of the Residual Control Improvements issued. This contract amendment incorporates the design aspect for the chemical residual system utilizing the existing storage building and connecting to the existing 3MG, 5MG, proposed 6MG, and future 5MG ground storage tanks.

Budget Impact:

The cost of Contract Amendment No. 1 is \$164,750 and will be funded from the budgeted amount of \$7,500,000 in Account No. 760-5410-10-00-2412WA.

Legal Obligations and Review:

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

Attached Documents:

Item 8.

- 1. Contract Amendment No. 1
- 2. Location Map
- 3. Technical Memorandum of the Residual Control Improvements

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manger to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$164,750.

Proposed Motion:

I move to authorize the Town Manger to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$164,750.

Page 2 of 2

CONTRACT AMENDMENT #1 BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC. FOR THE CUSTER ROAD 6.0 MG GROUND STORAGE TANK PROJECT (2412-WA)

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

WITNESSETH:

WHEREAS, the Town previously engaged the services of the Consultant to provide engineering services in connection with the Custer Road 6.0 MG Ground Storage Tank Project (2412-WA), hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about July 8, 2024, in the amount of Five Hundred and Ninety-Nine Thousand Five Hundred Dollars (\$599,500), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to include easement acquisition services.

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

- 1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."
- 2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of One Hundred and Sixty Four Thousand Seven Hundred and Fifty Dollars (\$164,750) for the additional services as set forth and described in **Exhibit B1 Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."
- 3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting "Five Hundred and Ninety-Nie Thousand Five Hundred Dollars (\$599,500) and replacing it with Seven Hundred Sixty Four Thousand Two Hundred and Fifty Dollars (\$764,250)."
- 4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

have

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, executed such in duplicate copies, each of which shall have full dignity and force as an original, o day of, 2025.				
Free	se and Nichols, Inc.	TOW	N OF PROSPER, TEXAS	
By:	Obyton C Barnard Signature	Ву:	Signature	
	Clayton Barnard Printed Name		Mario Canizares Printed Name	
	Principal/ Vice President Title		Town Manager Title	
	August 1, 2025			

Date

Date

EXHIBIT A1 SCOPE OF SERVICES

CONTRACT AMENDMENT #1 BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC., FOR THE CUSTER ROAD 6.0 MG GROUND STORAGE TANK PROJECT (2412-WA)

I. PROJECT DESCRIPTION

With the completion of the Residual Control Improvements Technical Memorandum, a better definition on the system has been determined. This amendment incorporates the defined design aspect for the residual system utilizing the existing storage building and connecting to the existing 3.0 MG and 5.0 MG, proposed 6.0 MG, and future 5.0 MG ground storage tanks.

II. TASK SUMMARY

SPECIAL SERVICES

Task 10 – Residual Control Improvements – Final Design

Development of 60%, 90% and Final plans, specification, and OPCC based on the recommendations from *Task 1- Residual Control Improvements – Study Phase* Technical Memorandum. The CRPS existing chloramine system includes sodium hypochlorite and liquid ammonium sulfate (LAS) bulk tanks, sodium hypochlorite metering pumps, LAS metering pumps, and chlorine residual analyzers. The existing chloramine system will be completely replaced.

- a. General Meetings and Project Management
- b. Design Phase Services
 - a. Structural
 - i. Demo one side of the containment wall for the replacement of the existing sodium hypochlorite tank
 - ii. Demo the hypochlorite tank pad and put a shorter one back in for the new pad
 - iii. Build the containment wall back around the hypochlorite tank
 - iv. Increase the containment wall height around the hypochlorite tank by an additional 2"
 - v. Remove and replace existing Ammonia Tank pad
 - b. Electrical, Instrumentation, and Control (EIC):
 - i. All EIC system cable associated with the chemical storage and feed system will be demolished and replaced as required to support the new system.
 - ii. The existing power circuit conductors associated with the chloramine system will be demolished back to the source.
 - iii. The existing signal conductors associated with the NaOCL and LAS tanks, feed

- pumps, pressure switches, and chlorine analyzers will be demolished. The CRPS existing RTU cabinet I/O points will be sufficient to be reused with the new system.
- iv. The chemical storage and feed system will be provided with vendor packaged solutions. Consultant is not preparing chemical feed or metering control solutions or narratives/loop descriptions for PLC based chemical controls.
 - 1. Consultant will work with vendors as required to incorporate the new system's required signals to/from the existing CRPS RTU cabinet and SCADA system.
- v. Circuits associated with chemical room lights, electric unit heater, and ventilation fan will be replaced back to the 3-phase 480V main switchgear. This includes any disconnects and combination motor starters.
- vi. The existing electrical distribution system will have the required capacity to support the new system's electrical load. The new design circuits will be fed from a combination of existing 480V switchgear and 208Y/120V panelboard LP-1.
- vii. Chemical room light fixtures and controls will be replaced.
- viii. Existing raceway will be reused to route power and signal conductors, except where not feasible or where the raceway is no longer in acceptable condition, where applicable.

c. Mechanical and Plumbing

- i. Replacement of the existing unit heaters in the chemical building
- ii. Determining whether the existing overhead vent fan will have enough capacity to cool the space. If it is determined the existing vent fan does not have the capacity design a replacement.
- iii. Replace the two (2) existing eye wash & shower stations
- iv. Consider the need for re-piping of CW or sanitary

c. Assumptions

- a. New hypochlorite/Ammonium tanks will be the same volume or less as the existing tanks. No analysis of existing foundations needed.
- b. No modification of existing foundations will be needed.
- c. Ammonium tank foundation and containment walls will not need modifications.
- Fire Protection and coordination with the Fire Marshall is not included.

III. DELIVERABLES

- Final Design

<u>Task 10 – Residual Control Improvements</u> Provide Preliminary and Final design plans specifications for the residual controls improvements at the two existing tanks, proposed tank, future tank, and utilization of the existing chemical building.

EXHIBIT B1 COMPENSATION SCHEDULE

CONTRACT AMENDMENT #1 BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC., FOR THE CUSTER ROAD 6.0 MG GROUND STORAGE TANK PROJECT (2412-WA)

I. COMPENSATION SCHEDULE

Task	Completion Schedule (Completed)	Compensation Schedule
Notice-to-Proceed	January 2025	
<u>Task 10 – Residual Control Improvements – Final</u> <u>Design</u>	October 2025	\$164,750
Total Compensation		\$164,750

II. COMPENSATION SUMMARY

Special Services (Hourly Not-to-Exceed)	Amount
<u>Task 10 – Residual Control Improvements – Final Design</u>	\$164,750
Total Special Services:	\$164,750

Direct Expenses	Amount
None	\$0,000
Total Direct Expenses:	\$0,000

Basic Services Compensation Schedule	Original Contract	Amendment No. 1	Total Contract
Task 1 – Residual Control Improvements – Study Phase	\$40,000	-	\$40,000
Task 2 – Preliminary Design	\$106,100	-	\$106,100
Task 3 – Final Design	\$174,100	-	\$174,100
Task 4 – Bid Phase	\$21,850	-	\$21,850
Task 5 – Construction Phase	\$82,600	-	\$82,600
Task 6 – Record Drawings	\$13,900	-	\$13,900
Total Basic Services	\$438,550	-	\$438,550

Special Services Compensation Schedule	Original Contract	Amendment No. 1	Total Contract
Task 7 – Topographical Survey	\$6,650	-	\$6,650
Task 8 – Subsurface Utility Engineering (SUE)	\$8,800	-	\$8,800
Task 9 – Geotechnical Engineering	\$45,500	-	\$45,500
Task 10 – Residual Control Improvements – Final Design	\$100,000	\$164,750	\$264,750
Total Special Services	\$160,950	\$157,590	\$325,700

Total Compensation Schedule	Original	Amendment	Total
	Contract	No. 1	Contract
	\$599,500	\$164,750	\$764,250

LOCATION MAP



CUSTER ROAD 6MG GROUND STORAGE TANK



TECHNICAL MEMORANDUM



Innovative approaches
Practical results
Outstanding service

www.freese.com

5805 Main St., Suite B + Frisco, Texas 75034 + 972-624-9201 + FAX 817-735-7491

TO:	Lindy Higginbotham, PE; James Rodriguez; James	
	Schaftenaar	
FROM:	Kristen Cope, PE	
	Devan Ruiz, PE, PMP	
SUBJECT:	Custer Road Site – Chloramine Residual System	
	Evaluation	
PROJECT:	PRP24435 – Custer Road 6.0 MG Ground Storage Tank	
	Project	
DATE:	December 11, 2024	
CC:	Alexis Walker	



1.00 INTRODUCTION

The Town of Prosper (Town) receives water from the North Texas Municipal Water District (NTMWD) through a single entry-point located on the eastern side of town at their Custer Road Site. The Custer Road Site currently houses two ground storage tanks (GSTs), one 3-million gallon (MG) and one 5-MG, an existing pump station, the Custer Road Pump Station (CRPS), and the Lower Pressure Plane Pump Station (LPPPS) that is currently in construction. The CRPS currently provides water to the Town's Upper Pressure Plane as well as the Lower Pressure Plane through a pressure reducing valve. Due to continued growth within the Lower Pressure Plane, Freese and Nichols, Inc. (FNI) previously designed the LPPPS to meet demands in the Lower Pressure Plane. This project includes the design of an additional 6-MG GST at the Custer Road Site. The three GSTs will serve as storage for both the CRPS and the LPPPS.

Because the Town has a single entry-point, water age increases and chloramine residuals decline at areas of the system farther away from the entry-point. To better understand the Town's options for chloramine management within the system, FNI was tasked with evaluating different approaches for chloramine residual control including the following:

- Inspecting existing chloramine booster system to understand what may be re-used
- Assessing chloramine boosting locations within the Town's distribution system
- Comparing different options for chlorination and injection at the selected boosting location
- Evaluating costs for the chloramine management system

The purpose of this technical memorandum is to identify the technologies, components, and conceptual costs associated with a chloramine residual control system at the Town's Custer Road Site.

2.00 EXISTING CHLORAMINE BOOSTING SYSTEM

The CRPS has an existing chloramine system that has fallen out of use. This system includes a sodium hypochlorite bulk tank, a liquid ammonium sulfate (LAS) bulk tank, two sodium hypochlorite metering pumps

and associated piping, two LAS metering pumps and associated piping, and two chlorine residual analyzers. FNI performed a site visit to assess the system on September 4, 2024, and a description of the system components are described below.

2.01 BULK SODIUM HYPOCHLORITE TANK AND CONTAINMENT

The sodium hypochlorite storage and containment area was originally designed to accommodate one 5,400-gallon bulk tank with a diameter of 11'-11" and a straight side shell height of 7'-9.5". The sodium hypochlorite bulk tank is a non-insulated double-wall, high density polyethylene (HDPE) tank in an indoor containment area. The system has been out of service for multiple years; however, the tank still contains sodium hypochlorite. This tank was purchased from the Poly Processing Company, and according to their product information, these tanks typically have a life span of approximately 10 plus years, with 15 to 20 years of service being possible. This tank is approaching 20 years of service, which is beyond the anticipated end of its useful life. Based on the age of the tank, FNI recommends that the tank be replaced.

The concrete containment area itself appears to be in good condition based on this preliminary assessment. The finished floor of the containment area is at the same grade as the remainder of the building, and the top of the wall is approximately 4'-2" above the finished floor with a chemical resistant coating on the concrete inside the containment area. The walls are approximately 8" thick, and the tank pad within the containment area is 2'-0" tall and 13'-0" in diameter. Pictures of the tank and containment area are provided in **Figure 2-1** and **Figure 2-2**. The net containment volume is 7,345 gallons which allows for six inches of freeboard in the event of a tank failure.



Figure 2-1: Bulk Sodium Hypochlorite Tank



Figure 2-2: Bulk Sodium Hypochlorite Containment Area

There is a 12'-0" by 12'-0" roll-up door allowing access to the Chemical Room within the CRPS where the sodium hypochlorite tank and containment area is located. However, based on the diameter size of the existing tank, this tank will need to be dismantled to remove it from the building through the roll-up door. It is not recommended to remove a portion of the roof to remove the tank or install a new tank as it will be expensive and affect the wall stability of the building. Reusing the existing containment area is possible by demolishing and replacing the west containment wall located nearest the roll-up door. The tank pad can be resized if needed to accommodate a new tank, and the containment area can be re-coated prior to installation of the new tank. The west wall of the containment area would be installed after the new tank is in place.

2.02 BULK LAS TANK AND CONTAINMENT

The LAS storage and containment area was originally designed to store one 6,150-gallon bulk tank with a diameter of 10'-2" and a straight side shell height of 10'-5". The LAS tank is a non-insulated single-wall, HDPE tank in an outdoor containment area. Like the sodium hypochlorite tank, the LAS tank been out of service for multiple years but still contains LAS. This tank was also purchased from the Poly Processing Company, and at nearly 20 years of service, the tank is at the end of its useful life. FNI recommends that this tank be replaced.

The concrete containment area itself appears to need some repair based on this preliminary assessment. The finished floor of the containment area is at the same grade as the CRPS building, and the top of the wall is approximately 4'-2" above the finished floor with a chemical resistant coating on the concrete inside the containment area. The walls are approximately 8" thick, and the tank pad within the containment area is 2'-0" tall and 12'-0" in diameter. Pictures of the tank and containment area are provided in **Figure 2-3**. The net containment volume is 7,380 gallons which allows for six inches of freeboard in the event of a tank failure.





Figure 2-3: Bulk LAS Tank and Containment Area

The LAS tank and containment area is located outdoors which will ease the removal of the existing tank. Reusing the existing containment area will be possible after making needed repairs within the containment area. The tank pad can be resized if needed to accommodate a new tank, and the containment area can be re-coated prior to installation of the new tank.

2.03 CHEMICAL METERING PUMPS

The sodium hypochlorite and LAS systems are not currently in use, but each system was designed with a duty and stand-by diaphragm metering pump. The sodium hypochlorite system metering pumps are from the ProMinent® Sigma Series, and the LAS pumps are from the ProMinent® gamma Series. The injection locations for sodium hypochlorite are within the same chemical injection manhole on the 30" suction line of the CRPS pumps. The existing sodium hypochlorite and LAS chemical feed pumps and associated piping are shown in **Figure 2-4**.

The metering pumps are not on factory-built skids, which can make following and understanding the piping system more difficult when operating. Diaphragm pumps are also used for both systems, and this type of pump is prone to vapor lock with sodium hypochlorite. Additionally, the pumps, piping, and associated equipment are not maintained regularly since the system is not in use. Based on the current condition and age of the system, FNI recommends that these chemical metering pumps be replaced.



Figure 2-4: Sodium Hypochlorite and LAS Metering Pumps

2.04 CHLORINE ANALYZERS

There are two existing ProMinent® DULCOMETER controllers for chlorine analyzers within the Chemical Room of the CRPS. The units were labeled for the suction and discharge side of CRPS pumps, but they did not appear to be connected to an analyzer or in use. As the Town is interested in a residual control system to monitor chloramines, these controllers will not be re-used. A picture of the controllers is provided in **Figure 2-5**.



Figure 2-5: Chlorine Analyzer Controllers

5

3.00 CHLORAMINE BOOSTING LOCATION

In addition to the Custer Road Site, the Town of Prosper has three elevated storage tanks (ESTs) located across the Town. As part of this study, FNI evaluated whether the Custer Road Site or one of the other storage sites would be the best location for a Residual Control System to improve chloramine residuals within the distribution system.

The Town provided chloramine residual sample data from their nitrification action plan (NAP) taken at various locations within their system, as well as at the ESTs. Upon review of the data and discussion with the Town's operation staff on September 6, 2024, the Custer Road Site was selected as the optimal location for the residual control system.

This site was selected because it provides the Town with the ability to boost the chloramine residual throughout the distribution system as all water entering the Town passes through the Custer Road Site. This will help increase the chloramine residual at all the ESTs through one chemical storage and feed system, as opposed to having individual storage and feed systems at each EST. By centralizing the residual system at the Custer Road Site, the Town will be able to monitor and improve the residual as it is received from the NTMWD. Additionally, the storage capacity at the Custer Road Site is increasing, and having the ability to maintain a consistent, high residual in their stored water gives operators more flexibility in how the overall system and ETSs are operated.

4.00 REGULATORY REQUIREMENTS

The TCEQ has established chemical storage and feed systems requirements for water treatment systems. The relevant sections of the 30 Texas Administrative Code (TAC) are listed below:

- §290.42(e)(3)(A): Disinfection equipment shall have a capacity at least 50% greater than the highest expected dosage to be applied at any time. It shall be capable of satisfactory operation under every prevailing hydraulic condition.
- §290.42(e)(7)(C)(ii): Sampling taps must be provided at locations that allow for chlorine and ammonia to be added to the water to form monochloramine as the primary chloramine species. These locations must be listed in the system's monitoring plan as described in §290.121 of this title (relating to Monitoring Plans). Sample taps must be provided as follows: (ii) between the addition of the chloramine chemicals at chloramination facilities submitted for plan review after December 31, 2015. For these facilities, an installation without this sample tap may be approved if an acceptable technical reason is described in the plan review documents. Technical reasons, such as disinfection byproduct control, must be supported by bench scale sampling results. Other technical reasons, such as membrane integrity, must be supported by documentation.
- §290.42(f)(1)(A): Bulk storage facilities at the plant shall be adequate to store at least a 15-day supply of all chemicals needed to comply with minimum treatment technique and maximum contaminant level (MCL) requirements. The capacity of these bulk storage facilities shall be based on the design capacity of the treatment plant. However, the executive director may require a larger stock of chemicals based on local resupply ability.
- §290.42(f)(1)(B): Day tanks shall be provided to minimize the possibility of severely overfeeding liquid chemicals from bulk storage facilities. Day tanks will not be required if adequate process control instrumentation and procedures are employed to prevent chemical overfeed incidents.

- §290.42(f)(1)(C): Every chemical bulk storage facility and day tank shall have a label that identifies the facility's or tank's contents and a device that indicates the amount of chemical remaining in the facility or tank.
- §290.42(f)(1)(E)(ii)(I II): Containment facilities for a single container or for multiple interconnected containers must be large enough to hold the maximum amount of chemical that can be stored with a minimum freeboard of six vertical inches or to hold 110% of the total volume of the container(s), whichever is less. Common containment for multiple containers that are not interconnected must be large enough to hold the volume of the largest container with a minimum freeboard of six vertical inches or to hold 110% of the total volume of the container(s), whichever is less.
- §290.42(f)(2)(A): Each chemical feeder that is needed to comply with a treatment technique or MCL requirement shall have a standby or reserve unit. Common standby feeders are permissible, but generally, more than one standby feeder must be provided due to the incompatibility of chemicals or the state in which they are being fed (solid, liquid, or gas).
- §290.42(f)(2)(B): Chemical feed equipment shall be sized to provide proper dosage under all operating conditions.
- §290.42(f)(2)(B)(i ii): Devices designed for determining the chemical feed rate shall be provided for all chemical feeders. The capacity of the chemical feeders shall be such that accurate control of the dosage can be achieved at the full range of feed rates expected to occur at the facility.
- §290.42(f)(2)(C D): Chemical feeders, valves, and piping must be compatible with the chemical being fed. Chemical feed systems shall be designed to minimize the possibility of leaks and spills and provide protection against backpressure and siphoning.

5.00 CUSTER ROAD SITE FLOWS AND DOSING

All water entering the Town flows through the Custer Road Site and will be pumped through either the CRPS or the LPPPS currently under construction. The design flows used for chemical system sizing are based on the recommendations identified by FNI in the August 2017 *Town of Prosper Water System CIP Updates Technical Memorandum*. **Table 5-1** provides the initial firm pumping capacity based on 2028 demands and the buildout firm pumping capacity for the CRPS and the LPPPS, and **Table 5-2** provides the flows used for the basis of design storage and feed calculations.

Table 5-1: Initial and Buildout Firm Pumping Capacity for the CRPS and LPPS

Firm Pumping	Flow (MGD)		
Capacity	CRPS LPPS	Custer Road Site Total	
Initial Capacity	25 26	51	
Buildout Capacity	25 40	65	

Table 5-2: Basis of Design Flows

Custer Road Site Total	Flow (MGD)		
	Initial	Buildout	
Minimum ¹	5.1	6.5	
Average ²	26	33	
Maximum	51	65	

Chlorine and ammonia dosing estimates were developed based on total chlorine residual data entering the Custer Road Site from March 2022 to August 2024. Based on discussion with the Town, staff would like to maintain a consistent total chlorine residual of 3.5 milligrams per liter (mg/L) at the Custer Road Site. Using the incoming chlorine residual data and the desired chloramine residual, the estimated dosages used for the chemical system basis of design at the Custer Road Site are provided in **Table 5-3**. Chlorine (Cl₂) dosages were determined based on the minimum, average, and maximum residuals coming in (i.e., for the lowest residual entering the Custer Road Site, the highest amount of chlorine would be dosed to raise the residual to 3.5 mg/L). For the ammonia (NH₃) dosages, we used the chlorine-to-ammonia-nitrogen (Cl₂:NH₃-N) mass ratio of 4.8:1, which is the ideal ratio to form monochloramine.

Table 5-3: Chlorine and Ammonia Design Dosages

Criteria	Total Chlorine Residual Entering the Custer Road Site (mg/L as Cl ₂)	Chlorine Dosage Needed to Raise Chloramine Residual to 3.5 mg/L (mg/L as Cl ₂)	Ammonia Dosage Needed for a 5:1 Ratio of Cl ₂ :NH ₃ -N (mg/L as NH ₃ -N)
Minimum Dosage	3.4 ³	0.1	0.02
Average Dosage	2.9	0.6	0.12
Maximum Dosage	1.0	2.5	0.52
Maximum Dosage + 50% ⁴	-	3.8	0.78

6.00 CHLORAMINE BOOSTER SYSTEM COMPONENTS

The Custer Road Site chloramine booster system will include the following major components:

- Chemical system including chlorine and ammonia storage, feed, and injection equipment
- Tank mixers to improve water quality in the GSTs

¹ The minimum flow is assumed to be 10 percent of the total Custer Road Site capacity.

² The average flow was assumed to be 50 percent of the total Custer Road Site capacity.

³ The 95th percentile value of the chlorine residual data was used in lieu of the maximum to determine the minimum dose of chlorine needed to raise the chloramine residual to 3.5 mg/L. This approach is taken since the actual maximum chlorine residual was greater than the target residual of 3.5 mg/L and no additional chlorine would be needed.

⁴ The maximum plus 50 percent is to satisfy the TCEQ design criteria associated with disinfection systems.

 Residual control system(s) which uses a programmable logic controller (PLC) to monitor water quality data and automatically increase or decrease the rate of chemical injection

Additional information on any of these components and any alternatives is provided below.

6.01 CHEMICAL INJECTION ALTERNATIVES

Two options were evaluated for chemical injection at the Custer Road Site: (A) in-line chemical injection or (B) in-tank chemical injection.

A. In-Line Chemical Injection

The CRPS was originally designed on the use of in-line chemical injection for chlorine and ammonia injection, which the Town has had difficulties with in the past and does not currently operate. The injection point for the CRPS is on the 30" suction header prior to the CRPS pumps, and it would be in approximately the same location if in-line injection is utilized for the new booster system. With the addition of the LPPPS to the Custer Road Site, there would be a second injection point on the suction header of the LPPPS pumps. The feed system would be designed with two duty (one for each injection location) pumps for each chemical, and one stand-by pump for each chemical that could be used for either injection location. New injection and sample quills would be installed for all injection and sample locations. A conceptual in-pipe residual control system process diagram for each pump station is provided in **Figure 6-1**.

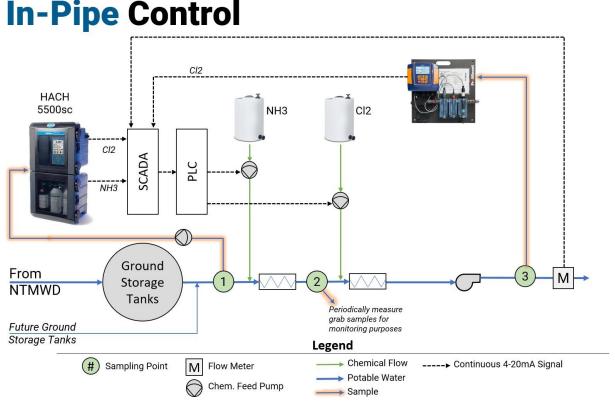


Figure 6-1: In-Line Chemical Injection Residual Control System for Each Pump Station

While this type of system can be successfully utilized for residual control, there are possible downsides, primarily related to mixing. Without good mixing at the injection locations, it can be difficult for the chlorine and ammonia to fully mix and form monochloramine. In-line mixers can be added to help with mixing, but there is limited space to add two inline mixers between the pump stations and the last ground storage tanks on each suction header. If good mixing is not achieved, other species of chloramines (di- and tri-chloramine) may be formed, and there is also a possibility that a higher concentration of chemical could reach a pump.

Because the Town already expressed interest in adding mixers to the GSTs to improve water quality, the in-tank option will provide better mixing and residual control at the Custer Road Site, and in-line injection was not further investigated for costs or a layout.

B. In-Tank Chemical Injection

In-tank chemical injection with a mixer is the optimal option to maintain good water quality with a consistent chloramine residual. It also simplifies the residual control system as there is only one sample point feeding back to the chemical dosing system where chlorine is added and trimmed by adding ammonia as needed to maintain monochloramine formation. The Custer Road Site will have up to four GSTs, and each one would have its own residual control system as well as three duty pumps for each chemical with space for a future fourth duty pump when the last tank is installed. There would also be an additional installed stand-by pump for each chemical that can be used for any of the GSTs. New chemical and sample pipes would be run to each of the GSTs. A conceptual in-tank residual control system process flow diagram for each GST is shown in **Figure 6-2**.

In-Tank Chloramine Boosting

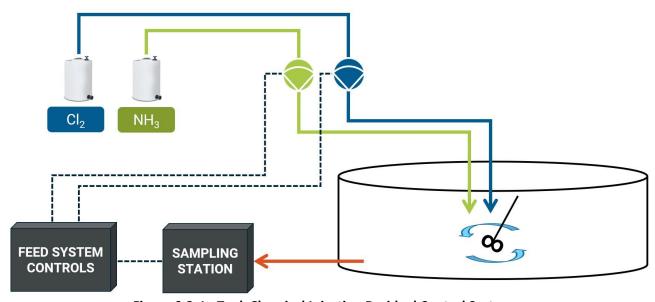


Figure 6-2: In-Tank Chemical Injection Residual Control System

In-tank chemical injection of chlorine and ammonia has been successfully utilized at pump stations throughout Texas; however, an exception request will still be needed to 30 TAC §290.42(e)(7)(C)(ii), which requires

intermediate sample taps between injection points of chloramine chemicals. This will be a straightforward exception request, but the standard TCEQ review period is 100-days. To avoid a slowdown to final design and construction, this exception request can be submitted as soon as the Town agrees to move forward with the intank injection option and associated mixing equipment and residual control system. Additional information on the cost and layout of the system are provided in **Section 7.00** below.

6.02 CHLORINE SYSTEM ALTERNATIVES

There are three primary options used for chlorination systems that were evaluated as part of this study:

- A. Chlorine Gas Compressed liquid chlorine is delivered to the site in pressurized containers for storage and feed.
- B. On-Site Sodium Hypochlorite Generation (OHSG) Sodium hypochlorite is generated on-site at a concentration of 0.8-percent for storage and chemical feed using a salt delivered to the site.
- C. Bulk Sodium Hypochlorite Sodium hypochlorite is delivered to the site in bulk at a concentration of 12.5-percent for storage and feed.

A. Chlorine Gas

Chlorination using chlorine gas is still a common practice in Texas; however, many public water systems are choosing to move toward sodium hypochlorite as an inherently safer alternative to chlorine gas. While chlorine gas is effective for disinfection, it poses an exposure risk to personnel in the event of a leak as well as to the community during transport of the chemicals to the facility for storage. Due to these risks and discussion with the Town, chlorine gas was not further investigated for costs or a system layout.

B. On-Site Sodium Hypochlorite Generation (OSHG)

The OSHG process consists of a brine solution being passed through an electrolytic cell where a current is applied to convert the brine to a dilute, low-strength sodium hypochlorite solution (approximately 0.8-percent, or 0.067 pounds of available chlorine per gallon). At the Custer Road Site, the process would begin with solar salt delivered to a salt/brine storage tank using semi-trucks capable of delivering 22 to 24 tons per load, where it would be discharged by truck mounted blowers into the tank. Softened water is required for the process, and a dedicated water softener system would be used to form the brine solution, while a second water softener system would be dedicated to the sodium hypochlorite generator. To form the brine solution, softened water is discharged into the brine tank where the water level is maintained automatically in the brine maker to create a reservoir of 30-percent brine solution. The brine solution is diluted to 3-percent using softened water passed through a water chiller from the generator water softeners before the brine solution enters the electrolytic cells. The diluted brine solution then passes across electrodes powered by a low-voltage direct current and forms a low-strength solution of 0.8-percent sodium hypochlorite. The equation for the generation is as follows:

$$\frac{NaCl}{(solar\ salt)} + \frac{H_2O}{(water)} = \frac{NaOCl}{(sodium\ hypochlorite)} + \frac{H_2}{(hydrogen\ gas)}$$

The dilute sodium hypochlorite solution will be stored in a sodium hypochlorite bulk tank and pumped to the desired injection points at the GSTs using metering pumps. Hydrogen gas, the by-product of on-site sodium hypochlorite generation, is vented to the atmosphere using blowers. The generation process requires approximately 2.5 to 3.5 pounds of salt, 1.8 to 2.4 kWh of electricity, and 14 to 17 gallons of water to generate 14 to 17 gallons of 0.8-percent sodium hypochlorite product. Fifteen gallons of 0.8-percent sodium hypochlorite

is equivalent to approximately 1.0 pound of chlorine gas. The advantages of this low concentration solution are that it is safer to handle than 12.5-percent, and it will not degrade in concentration as quickly as a higher concentration solution.

In addition to the primary materials (solar salt, softened water, and electricity) required by the process, dilute hydrochloric acid (5-10-percent) or citric acid is required for periodic cleaning of the electrolytic cell assemblies. Typically, cells are cleaned in place utilizing a portable cleaning cart and recirculation pump. Cleaning frequency varies based upon the local water supply characteristics but typically ranges between three and six months.

To comply with TCEQ requirements for backup chlorination units, either a secondary sodium hypochlorite generator would be required, or the Town would need to be prepared to order 12.5-percent sodium hypochlorite if the generator is out of service. Purchasing 12.5-percent leads to an issue with pump turndown ratios as the pumps sized for 0.8-percent will be too large, so a separate set of feed pumps would be required. Alternatively, a dilution panel could be used to dilute the sodium hypochlorite when it is delivered, but dilution of one 4,600-gallon bulk delivery of 12.5-percent to 0.8-percent would require over 70,000 gallons of water and more storage than would be reasonable to provide. Additionally, to meet the 15-day storage requirement for a 0.8-percent sodium hypochlorite solution, over 50,000 gallons of storage. Instead, the brine tank would be sized to store over 15 days' worth of salt (a minimum of 7 tons) to be used to form the sodium hypochlorite solution, and a 7,700-gallon tank would be provided for approximately two days of 0.8-percent sodium hypochlorite storage.

These systems are considered a safer alternative to chlorine gas, and because the sodium hypochlorite produced is very dilute, a spill of the 0.8-percent solution would be less hazardous than a spill of 12.5-sodium hypochlorite. However, hydrogen gas is produced as a by-product of the process, and the systems must be maintained to ensure the hydrogen blowers are functioning to avoid any hydrogen entrapment in the building or in the storage tank. While hydrogen is a non-toxic substance, it is flammable and must be vented.

Based on FNI's experience with these systems, there is a heavy maintenance requirement, and the equipment and infrastructure needed for these systems can make them cost prohibitive. A larger chemical storage and equipment area is needed for these systems as the pumps required are larger, either a second generator or second set of metering pumps is required, a minimum of two bulk tanks are needed (one brine tank and one dilute sodium hypochlorite tank), and there is more ancillary equipment required for the system including water softeners, blowers, and a water chiller. Based on the operational and maintenance challenges associated with an OSHG system, this option is not recommended for the Custer Road Site. As this option is not recommended, OSHG was not further investigated for a full opinion of probable construction cost (OPCC) or a system layout, but based on discussion with the manufacturer's representative, a single generator of the size needed for this system with the associated transformer rectifier, control panel, blowers, and water softeners would cost approximately \$710,000. This cost does not include storage tanks for sodium hypochlorite or the salt/brine solution, a water chiller, pumps for sodium hypochlorite, or any modifications to buildings or new containment areas.

C. Bulk Sodium Hypochlorite

Sodium hypochlorite purchased in bulk at a concentration of 12.5-percent is an inherently safer chemical to handle than chlorine gas. While it is more hazardous than the 0.8-percent sodium hypochlorite solution, the system can be designed with several safety features to minimize hazards to operation and maintenance staff through alarms and safety equipment such as personal protective equipment (PPE) lockers and maintaining showers/eyewash stations inside and outside the containment area where exposure to sodium hypochlorite is possible. It is commonly used throughout Texas and is a straightforward process for operators with lower maintenance requirements than an OSHG system. Based on FNI's experience with other chloramine booster systems, bulk sodium hypochlorite is the recommended option for the Custer Road Site.

The characteristics of 12.5-percent sodium hypochlorite are shown in Table 6-1. The sodium hypochlorite storage and feed systems will be sized based on the capacity and required chlorine dosages described in Table 5-2 and Table 5-3, respectively. The anticipated sodium hypochlorite daily usage for the expected doses and flows is summarized in Table 6-2.

Table 6-1: Sodium Hypochlorite Parameters

Parameter	Value	
Chemical Formula	NaOCl (Sodium Hypochlorite)	
Appearance	Clear or green to yellow, liquid with a chlorine (bleach) odor	
Concentration	12.5% purchased (chemical concentration may vary from 10% to 15.6%)	
рН	12 – 14 SU ⁵	
Specific Gravity	1.20 – 1.40	
Freezing Point	20°F	

Table 6-2: Sodium Hypochlorite (12.5-percent Solution) Daily Usage

Sodium Hypochlorite		Sodium Hypochlorite Usage (gpd ⁶)					
Dose (mg/L as Cl ₂)	Initial Minimum Flow (5.1 MGD)	Initial Average Flow (26 MGD)	Initial Maximum Flow (51 MGD)	Buildout Maximum Flow (65 MGD)			
Minimum (0.1)	3.56	17.8	35.6	45.4			
Average (0.6)	20.7	103	207	264			
Maximum (2.5)	89.1	446	891	1,136			
Maximum + 50% (3.8)	134	668	1,337	1,704			

⁵ SU – standard units

⁶ gpd – gallons per day

The TCEQ requires that liquid chemical storage facilities be sized to supply 15 days of storage, at a minimum, based on the maximum facility capacity and average dose. For the Custer Road Site, the maximum facility capacity was assumed to be the site's initial 2028 firm capacity of the CRPS and LPPPS combined, which is a total of 51 MGD. At an average dosage of 0.6 mg/L (as Cl₂), it is expected that approximately 207 gpd of sodium hypochlorite will be used. Based on the 15-day storage requirement, approximately 3,105 gallons of sodium hypochlorite solution will be required. At the buildout firm capacity of both pump stations, 65 MGD, approximately 264 gpd will be used and 3,960 gallons of sodium hypochlorite will be required at the Custer Road Site.

It should be noted that sodium hypochlorite degrades over time, especially when exposed to heat or sunlight. As hypochlorite degrades, the free available chlorine (FAC) decreases, requiring more sodium hypochlorite to achieve the same chlorine dose. To mitigate this issue, the existing chemical room at the CRPS will be re-used to store a new sodium hypochlorite storage tank. The degradation of sodium hypochlorite by ultraviolet light and heat will be mitigated significantly by providing an enclosed and conditioned space for the storage tank and containment facilities.

To allow the Town to accommodate a full delivery of sodium hypochlorite, while still being able to fit through the 12' by 12' roll-up door of the chemical room, a minimum tank size of 5,100-gallon polyethylene tank is recommended. A full truck load is approximately 4,500 to 5,000 gallons, and the Town will not have as much flexibility to schedule deliveries as the tank level will have to be lowered to 100 to 600 gallons to accept the truck load. At the average dosage and average flow rate, 103 gallons of sodium hypochlorite will be used per day, so this still provides the Town with approximately 1 to 6 days to prepare to get a delivery scheduled. The chemical manufacturer will have a maximum delivery amount that will help the Town narrow down the level the tank will need to be lowered to in order to accept a delivery. While a larger tank would provide more flexibility, this size tank at 10'-2" in diameter and 10'-6.5" tall will fit through the existing overhead door without requiring additional modifications. FNI did discuss modifying the door opening, but because the walls of the building are pre-cast panels, there were concerns that this could have negative structural impacts. Removal of the roof to install a larger tank is also not recommended because it may have a negative effect on the wall stability of the building. The possibility of tilting a tank to fit it through the door was discussed with both internal and external construction experts, and due to the size and weight of the tank, they could not guarantee a tank larger than the door opening could be installed in the room without causing damage to the tank.

This 5,100-gallon tank will meet the 15-day storage requirement for both the current capacity and the future buildout maximum capacity. The estimated storage duration for the 5,100-gallon tank at various flows and doses is summarized in **Table 6-3**. The design storage duration is circled in green.

Table 6-3: Sodium Hypochlorite Bulk Storage Duration

Sodium Hypochlorite Dose	12.5-percent Sodium Hypochlorite Bulk Storage 1 Tank: 5,100-gallon Total Storage Capacity Storage Duration (Days)				
(mg/L as Cl ₂)	Initial Minimum Flow (5.1 MGD)	Initial Average Flow (26 MGD)	Initial Maximum Flow (51 MGD)	Buildout Maximum Flow (65 MGD)	
Minimum (0.1)	1,430	286	143	112	
Average (0.6)	247	49.3	24.7	19.4	
Maximum (2.5)	57.2	11.4	5.72	4.49	
Maximum + 50% (3.8)	38.1	7.63	3.81	2.99	

The sodium hypochlorite containment area within the CRPS chemical room will meet the TCEQ's bulk storage containment requirements by providing more than six inches of freeboard and will contain over 110 percent of the total volume of the tank.

The sodium hypochlorite storage system will not utilize a day tank. Instead, process control instrumentation and procedures will be used to minimize the potential of overfeeding sodium hypochlorite from the bulk tank in accordance with TCEQ requirements.

The sodium hypochlorite feed system will include chemical feed pumps. One of the challenges of sodium hypochlorite is off gassing. While improvements to diaphragm pumps have been made to help overcome this challenge, diaphragm pumps can experience vapor locking, where gas bubbles become trapped in the diaphragm assembly and restrict pump capacity. Peristaltic (tube) pumps handle hypochlorite and any off gassing with little to no issue. The new sodium hypochlorite feed pumps will be peristaltic-style pumps.

The new sodium hypochlorite feed pumps will be in on a wall of the existing chemical feed room, similar to the existing system and separated from the bulk storage area by the 4'-2" containment wall. The sodium hypochlorite pumps, piping, valves, and accessories will be furnished on wall-mounted skids. The pre-assembled skids allow the units to be leak tested at the assembly facility before shipment, leaving the general contractor to mount the skids and install the necessary piping and wiring to each skid.

To provide in-tank chemical injection, one duty pump skid will be provided for each GST and one stand-by pump skid will be provided to inject at any of the GSTs. The initial build out will include three duty pumps and one stand-by pump with space reserved for a future fourth duty pump skid for the last GST anticipated to be installed at the Custer Road Site.

The sodium hypochlorite feed pumps will be sized for the full range of operational scenarios from the minimum flow (5.1 MGD) and minimum dose (0.1 mg/L as Cl2) to the anticipated maximum buildout capacity (65 MGD) and a dosage 50 percent greater than the maximum dose in accordance with TCEQ regulations (3.8 mg/L as Cl2). This results in a sodium hypochlorite usage range of 0.14 gallons per hour (gph) to 74.5 gph. **Table 6-4** summarizes the potential pump speeds for a single type of pump that may be included in the project.

Table 6-4: Sodium Hypochlorite Pump Speeds for Full Range of Custer Road Capacities

Manufacturer and Model Information	Watson Marlow Qdos H-FLO (ReNu 300 SEBS Tubing)			
Available Speeds, rpm	0.1 – 186			
Available Flows, gph	0.032 – 79.36			
Project Flows, gph Min Design (Average) Buildout Max	0.14 4.31 74.5			
Project Speeds, rpm Min Design (Average) Buildout Max	0.33 10.1 175			

Costs and layouts for the proposed bulk sodium hypochlorite system are provided in **Section 7.00**.

6.03 AMMONIA SYSTEM

The ammonia system will be based on the use of LAS. The characteristics of LAS are shown in **Table 6-5**. The LAS storage and feed systems will be sized based on the capacity and required ammonia dosages described in in **Table 5-2** and **Table 5-3**, respectively. The anticipated LAS daily usage for the expected doses and flows is summarized in **Table 6-6**.

Table 6-5: LAS Parameters

Parameter	Value
Chemical Formula	(NH ₄) ₂ SO ₄ (Ammonium Sulfate)
Appearance	Clear, Faint Yellow to Amber Liquid
Concentration	38.0 – 40.0%
рН	3 – 5 SU
Specific Gravity	1.22 – 1.23
Freezing Point	10.4°F

Table 6-6: LAS (40-percent Solution) Daily Usage

	LAS Usage (gpd)						
LAS Dose (mg/L as NH₃-N)	Initial Minimum Flow (5.1 MGD)	Initial Average Flow (26 MGD)	Initial Maximum Flow (51 MGD)	Buildout Maximum Flow (65 MGD)			
Minimum (0.02)	0.96	4.80	9.61	12.2			
Average (0.12)	5.76	28.8	57.6	73.5			
Maximum (0.52)	25.0	125	250	318			
Maximum + 50% (0.78)	37.5	187	375	478			

Like the sodium hypochlorite system, the LAS system will be sized to supply a minimum of 15 days of storage based on the maximum facility capacity and the average dose to meet TCEQ requirements. For the Custer Road Site, the maximum facility capacity was assumed to be the site's initial 2028 firm capacity of the CRPS and LPPPS combined, which is a total of 51 MGD. At an average dosage of 0.12 mg/L (as NH₃-N), it is expected that approximately 58 gpd of LAS will be used. Based on the 15-day storage requirement, approximately 870 gallons of LAS solution will be required. At the buildout firm capacity of both pump stations, 65 MGD, approximately 74 gpd will be used and 1,110 gallons of LAS will be required at the Custer Road Site.

To allow the Town to accommodate a full delivery of LAS, approximately 4,500 gallons, and to make use of the existing LAS containment area, a new 6,100-gallon polyethylene tank is recommended. This is roughly the same capacity as the existing tank, which the containment area was sized to accommodate. Once repairs are made to the existing containment area, it will meet the TCEQ's bulk storage containment requirements by providing more than six inches of freeboard and will contain over 110 percent of the total volume of the tank. This tank will also meet the 15-day storage requirement for the future buildout maximum capacity. Unlike sodium hypochlorite, LAS has a long storage life and can be stored outdoors without degradation issues. The tank will be heat traced and insulated to avoid freezing.

The estimated storage duration for the 6,100-gallon tank at various flows and doses is summarized in **Table 6-7**. The design storage duration is circled in green.

Table 6-7: LAS Bulk Storage Duration

LAS Dose	40-percent LAS Bulk Storage 1 Tank: 6,100-gallon Total Storage Capacity Storage Duration (Days)						
(mg/L as NH₃-N)	Initial Minimum Flow (5.1 MGD)	Minimum Initial Average Initial Maximum ow Flow Flow		Buildout Maximum Flow (65 MGD)			
Minimum (0.02)	6,348	1,270	635	498			
Average (0.12)	1,058	212	106	83.0			
Maximum (0.52)	244	48.8	24.4	19.2			
Maximum + 50% (0.78)	163	32.6	16.3	12.8			

The LAS storage system will not utilize a day tank. Instead, process control instrumentation and procedures will be used to minimize the potential of overfeeding LAS from the bulk tank in accordance with TCEQ requirements.

The LAS feed system will include chemical feed pumps. The new LAS feed pumps will be peristaltic-style pumps.

The new LAS feed pumps will be in on a wall of the existing chemical feed room, similar to the existing system and separated from the sodium hypochlorite bulk storage area by the 4'-2" containment wall. The LAS pumps, piping, valves, and accessories will be furnished on wall-mounted skids. The pre-assembled skids allow the units to be leak tested at the assembly facility before shipment, leaving the general contractor to mount the skids and install the necessary piping and wiring to each skid.

To provide in-tank chemical injection, one duty pump skid will be provided for each GST and one stand-by pump skid will be provided to inject at any of the GSTs. The initial build out will include three duty pumps and one stand-by pump with space reserved for a future fourth duty pump skid for the last GST anticipated to be installed at the Custer Road Site. There will be no shared pumps between the LAS system and the sodium hypochlorite system.

The LAS feed pumps will be sized for the full range of operational scenarios from the minimum flow (5.1 MGD) and minimum dose (0.02 mg/L as NH₃-N) to the anticipated maximum buildout capacity (65 MGD) and a dosage 50 percent greater than the maximum dose in accordance with TCEQ regulations (0.78 mg/L as NH₃-N). This results in an LAS usage range of 0.04 gallons per hour (gph) to 22.8 gph. **Table 6-8** summarizes the potential pump speeds for a single type of pump that may be included in the project.

Table 6-8: LAS Pump Speeds for Full Range of Custer Road Capacities

Manufacturer and Model Information	Watson Marlow Qdos 120 Universal+ (ReNu Santoprene Tubing)			
Available Speeds, rpm	0.078 – 140			
Available Flows, gph	0.02 – 31.7			
Project Flows, gph Min Design (Average) Buildout Max	0.04 1.21 22.8			
Project Speeds, rpm Min Design (Average) Buildout Max	0.18 5.1 101			

Costs and layouts for the proposed bulk LAS system are provided in Section 7.00.

6.04 TANK MIXERS AND RESIDUAL CONTROL SYSTEM

Mixing can improve water quality in potable water storage tanks by minimizing regions of the tank that exhibit longer water ages as a result of thermal stratification or hydraulic dead spots. Two primary types of mixing systems are available for GSTs: active and passive systems. Active systems can operate continuously, or at the discretion of the operators, mixing the GST's contents using a dedicated motor/energy source that is independent of the GST's drain/filling cycle. On the other hand, passive systems operate intermittently, mixing the GST's contents using the energy generated from filling the GST. Each type of system is compared below in **Table 6-9**.

For GSTs with chemical injection as is the recommended option for the Custer Road Site, active mixing systems are preferred since they allow operators to control chloramine residuals independent of system demand. This is especially critical for situations where extended water age is common such as oversized tanks and during low demand periods. In these scenarios, active mixing systems continuously mix the tank's contents, effectively allowing for direct chemical injection into the tank regardless of whether or not water is moving in and out of the GST. For these reasons, an active mixing system is recommended for the Custer Road Site GSTs.

There are two types of active mixing systems discussed in the table below: (1) active mixing systems with submerged moving parts and (2) active mixing systems with external moving parts. The advantage of the submerged option is that they have a wet installation option that will simplify installation in the existing GSTs at the Custer Road Site, and this is the recommended option for the Town.

The number of mixers will be confirmed with the manufacturer during design, but for cost estimation purposes, it was assumed that two mixers would be installed in the 3-MG GST, and three mixers would be installed in the 5-MG and 6-MG GSTs.

Table 6-9: Comparison of GST Mixing Systems

Cuitavia	Active Mixing System Active Mixing System (Submerged Moving Parts) (External Moving Parts)		Descript Mining Contains	
Example System	Submersible Propeller	Large-Bubble Mixing	Passive Mixing System Duckbill Inlet Mixing	
Types	PAX/PXM,	Enviromix, Pulsair, PHi	Tideflex/Passive TMS	
Manufacturers /	Invent/Hypermix	Pumped Recirculation	Landmark/HMS	
Model	Submersible Sheet Flow	Tideflex/Active TMS,		
	Medora/GridBeeGS	PAX/Tank Shark		
Ability to Minimize	Yes	Yes	Yes, during avg demands.	
Thermal			No during low demands	
Stratification			(tank turnover required	
			to achieve good mixing).	
Ability to	Yes	Yes	Yes, during avg demands.	
Homogenize			No during low demands	
Water Quality in			(tank turnover required	
GST			to achieve good mixing).	
Ease of Installation	Best . Wet install possible.	Good . Dry install required	Good. Dry install	
		(not an issue for new	required (not an issue for	
		tanks).	new tanks).	
Ease of	Good . Low maintenance	Better . Low maintenance	Best. No components	
Maintenance	frequency. Mixer must be	frequency. All moving	require routine	
	removed from top of GST	parts can be located	maintenance.	
	for maintenance.	external to tank at ground		
		level.		
Ease of Equipment	Best. Mixers can be	Good. External	Good. Wetted	
Repair	removed and replaced	components can be	components of system	
	from roof hatch without	readily accessed. Wetted	will require tank draining	
	draining tank.	components of system will	and a crane if large	
		require tank draining and	piping replacement is	
		a crane if large piping	necessary.	
6	W	replacement is necessary.	Was facilities!	
Compatible with	Yes	Yes	Yes, for pipe injection.	
Chemical Injection			No for in-tank injection.	
Approaches				

There are multiple options for the submerged system, but the Cleanwater1 PAX Impeller Water Mixer is recommended as the system can be installed as part of Cleanwater1's Monoclor Residual Control System (Monoclor System), which is the recommend residual control system for the Custer Road Site based on FNI's experience with systems that are installed and working at multiple sites across Texas. A simplified process and instrumentation diagram (P&ID) for a single tank is provided in **Figure 6-3**.

The Monoclor System is an integrated residual control system capable of controlling tank mixing, water quality monitoring, and dosing of chlorine and ammonia to maintain the residual specified by the Town. The system includes a Water Quality Station and Smart Controller. The Water Quality Station is made up of one (1) pH probe, one (1) oxidation reduction potential (ORP) probe, and two (2) chlorine probes that send data on the water

quality within the tank to the Smart Controller. The Smart Controller uses an internal algorithm to maintain the chloramine concentration on the breakpoint curve at a 5:1 chlorine to ammonia-nitrogen level. The Smart Controller will automatically adjust the dose of chlorine or ammonia (or both) to maintain the input desired residual in each tank.

This Smart Controller will be able to communicate to SCADA and in addition to automatically adjusting the chemical dosages, it will monitor the residual in each GST, control the tank mixer, monitor the sample pump for each GST, and monitor the bulk tank chemical levels. The default method for integrating the Smart Controller with SCADA involves Ethernet communication using Modbus TCP, but other protocols can be accommodated upon request including hardwiring signals to the SCADA Remote Terminal Unit (RTU).

Three Monoclor Systems will be installed, one for each GST, with space reserved for a fourth system when the final GST is installed at the Custer Road Site.

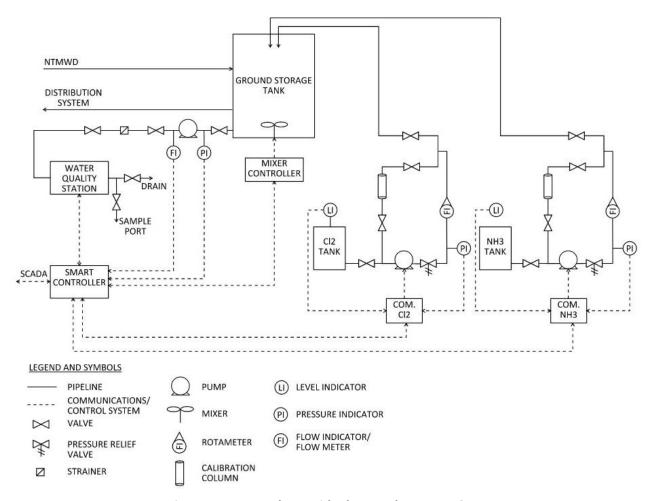


Figure 6-3: Monoclor Residual Control System P&ID

Costs and layouts for the proposed tank mixers and Monoclor System are provided in Section 7.00.

7.00 RESIDUAL MANAGEMENT SYSTEM PRELIMINARY LAYOUT AND COSTS

The proposed site layout for the bulk sodium hypochlorite and LAS system is provided in **Figure 7-1**. The chemical metering pumps, water quality stations, and smart controllers will be installed in the chemical room of the CRPS, and chemical feed lines will be sent to each of the GSTs. The existing GSTs will be modified to include tank mixers, and the new and future GSTs will be designed with tank mixers. A high-level opinion of probable construction cost (OPCC) is provided in **Table 7-1**, and a detailed OPCC is provided as an attachment.

Table 7-1: Bulk Sodium Hypochlorite and LAS System OPCC

Item	OPCC*
Residual Control Systems (1 per Tank)	\$690,000
Tank Mixers (2 for 3 MG GST, 3 for 5 MG GST, and 3 for 6 MG GST)	\$500,000
Yard Piping	\$126,195
Sodium Hypochlorite Area and Chemical Room Demolition and Repairs	\$39,810**
New Sodium Hypochlorite System	\$303,575
LAS Area Demolition and Repairs	\$21,410**
New LAS System	\$300,575
Subtotal	\$1,981,565
Contingency (30%), Mobilization (5%), OH&P (20%), and Escalation (4%)	\$1,394,070
TOTAL OPCC (2025)	\$3,375,635

^{*}The costs provided are only for equipment and piping for three (3) GSTs. Costs associated with the future GST pumps, piping, mixers, and residual control system are not included.

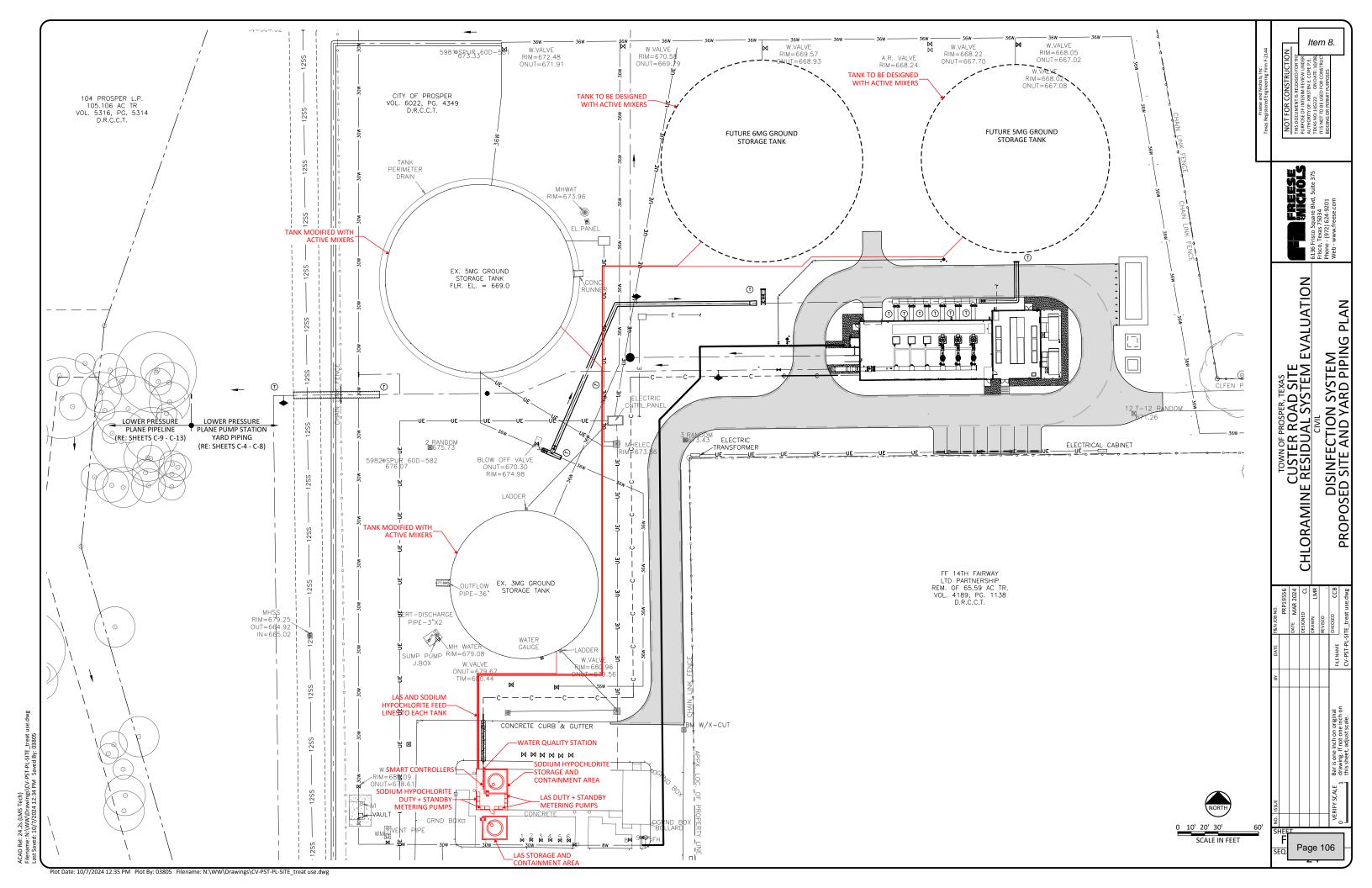
8.00 CONCLUSIONS AND RECOMMENDATIONS

Technologies, components, and conceptual costs associated with a chloramine residual control system were evaluated for the Town of Prosper. Based on the evaluation and alternatives discussed above, the following system will be designed:

- The residual control system will be designed for the Custer Road Site.
- Bulk sodium hypochlorite will be utilized for chlorine addition with LAS for ammonia addition.
- The existing sodium hypochlorite storage room and containment area will be modified and re-used for storage of a new bulk sodium hypochlorite tank as well as feed equipment for both sodium hypochlorite and LAS.

^{**}These costs do not include disposal of sodium hypochlorite and LAS remaining in the existing tanks.

- The existing LAS containment area will be modified and re-used for storage of a new bulk LAS tank.
- Chemical injection of sodium hypochlorite and LAS will be done individually at each GST.
- The Monoclor Residual Control System will be utilized with one system for each GST, and the systems will be integrated with PAX Impeller Water Mixers to maintain chloramine residuals in each GST. The number of mixers will be determined during detailed design.
- The Water Quality Stations and Smart Controllers associated with the Monoclor Residual Control Systems will in installed in the sodium hypochlorite storage room.





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OPINION OF PROBABLE CONSTRUCTION COST

	Custer Road Site – Chloramine Residual System		
PROJECT NAME	Evaluation	DATE	10/8/2024
CLIENT	Town of Prosper	GROUP	1153
% SUBMITTAL	Conceptual	PM	Devan Ruiz

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Kristen Cope	John Rinacke	PRP24435

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
		•			
	l Control System	_			
1	Residual Control System - 3 (1 per tank)	3	EA	\$ 230,000.00	\$ 690,000
Tank M	ixers	_			
1	3 MG GST Mixers - Assume 2 Mixers	2	EA	\$ 62,500.00	\$ 125,000
2	5 MG GST Mixers - Assume 3 Mixers	3	EA	\$ 62,500.00	187,500
3	6 MG GST Mixers - Assume 3 Mixers	3	EA	\$ 62,500.00	\$ 187,500
Yard Pip	•				
1	Trench, Excavation	604	CY	\$ 35.00	\$ 21,140
2	Trench, Backfill and Compaction	604	CY	\$ 40.00	\$ 24,160
3	1.5" DWV PVC Conduit Pipe for Sodium Hypochlorite to Each Tank	1480	LF	\$ 29.00	\$ 42,920
4	1.5" DWV PVC Fittings	35	EA	\$ 59.56	\$ 2,085
5	Sodium Hypochlorite 1/2" ID PVC Tubing to Each Tank	1630	LF	\$ 2.00	\$ 3,260
6	1" DWV PVC Conduit Pipe for Sodium Hypochlorite to Each Tank	1480	LF	\$ 20.00	\$ 29,600
7	1" DWV PVC Fittings	35	EA	\$ 40.00	\$ 1,400
8	LAS 1/4" ID PE Tubing to Each Tank	1630	LF	\$ 1.00	\$ 1,630
Sodium	Hypochlorite Area and Chemical Room Demolition and Repairs				
1	Existing Sodium Hypochlorite Tank Demolition	1	EA	\$ 15,000.00	\$ 15,000
2	Existing Sodium Hypochlorite Pad Demolition	7	CY	\$ 400.00	\$ 2,800
3	Existing Sodium Hypochlorite/LAS Pumps and Piping Demolition	1	LS	\$ 20,000.00	\$ 20,000
4	Existing Sodium Hypochlorite Containment Area Repair	138.75	SF	\$ 8.00	\$ 1,110
5	Demolition of Sodium Hypochlorite Containment Area Wall	2	CY	\$ 450.00	\$ 900
New So	dium Hypochlorite System				
1	New Sodium Hypochlorite Containment Area Wall	2	CY	\$ 1,500.00	\$ 3,000
2	New Sodium Hypochlorite Tank Pad	7	CY	\$ 1,350.00	\$ 9,450
3	Re-Coat Sodium Hypochlorite Containment Area	555	SF	\$ 75.00	\$ 41,625
4	Sodium Hypochlorite Tank - HDPE	1	EA	\$ 34,500.00	\$ 34,500
5	Sodium Hypochlorite Pumps - 3 Duty + 1 Standby	4	EA	\$ 43,750.00	\$ 175,000
6	Miscellaneous Sodium Hypo Bulk Storage and Feed Area Piping	1	LS	\$ 40,000.00	\$ 40,000
LAS Are	a Demolition and Repairs				
1	Existing LAS Tank Demolition	1	EA	\$ 7,500.00	\$ 7,500
2	Existing LAS Pad Demolition	7	CY	\$ 400.00	\$ 2,800
3	Existing LAS Pumps and Piping Demolition	1	LS	\$ 10,000.00	\$ 10,000
4	Existing LAS Containment Area Repair	138.75	SF	\$ 8.00	\$ 1,110
New LA	S System				
1	New LAS Tank Pad	7	CY	\$ 1,350.00	\$ 9,450
2	Re-Coat LAS Containment Area	555	SF	\$ 75.00	\$ 41,625
3	LAS Tank - HDPE	1	EA	\$ 34,500.00	\$ 34,500
4	LAS Pumps - 3 Duty + 1 Standby	4	EA	\$ 43,750.00	\$ 175,000
5	Miscellaneous LAS Bulk Storage and Feed Area Piping	1	LS	\$ 40,000.00	\$ 40,000
		SUBTOTAL			\$ 1,981,565



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OPINION OF PROBABLE CONSTRUCTION COST

	Custer Road Site – Chloramine Residual System		
PROJECT NAME	Evaluation	DATE	10/8/2024
CLIENT	Town of Prosper	GROUP	1153
% SUBMITTAL	Conceptual	PM	Devan Ruiz

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Kristen Cope	John Rinacke	PRP24435

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
		•	•		•	
		CONTINGENO	CONTINGENCY SUBTOTAL		\$	594,469
		SUBTOTAL			\$	2,576,034
		MOBILIZATION 5%		5%	\$	128,802
		SUBTOTAL			\$	2,704,836
		OH&P	OH&P		\$	540,967
		·				
PROJECT TOTA	L (2024 COSTS)				\$	3,245,803
COST ESCALATIO	N FACTOR	·		4.0%	\$	129,832
PROJECT TOTA	L (2025 COSTS)				\$	3,375,635

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

- 1 FNI OPCC classified as an AACE Class 5 Estimate with accuracy range or -30 to +50.
- 2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: Planned Development Ordinance for Haiman Addition, Block A, Lot 1

(305 East Seventh Street)

Town Council Meeting - August 12, 2025

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Consider and act upon an ordinance to rezone 0.6± acre from Planned Development to Single Family-15 on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002)

Description of Agenda Item:

On June 24, 2025, the Town Council unanimously approved the proposed rezoning request by a vote of 7-0. An ordinance has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

- 1. Ordinance
- 2. Ordinance Exhibits

Town Staff Recommendation:

Town Staff recommends approval of an ordinance to rezone 0.6± acre from Planned Development to Single Family-15 on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street.

Proposed Motion:

I move to approve/deny an ordinance to 0.6± acre from Planned Development to Single Family-15 on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.6 ACRES, MORE OR LESS, SITUATED IN THE HAIMAN ADDITION, BLOCK A, LOT 1, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM SINGLE FAMILY-15 (SF-15) TO PLANNED DEVELOPMENT-132 (PD-132), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-24-0002) from Windrose Land Surveying ("Applicant"), to rezone 0.6 acres of land, more or less, Haiman Addition, Block A, Lot 1, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes; and

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

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

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

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 0.6 acres of land, more or less, in the Haiman Addition, Block A, Lot 1, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-132 (PD-132) and being more particularly described in Exhibit "A-1" and represented in Exhibit "A-2," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Development Standards, attached hereto as Exhibit C; and (2) the Conceptual Plan, attached hereto as Exhibit D, all of which are incorporated herein for all purposes as if set forth verbatim, subject to the following condition of approval by the Town Council:

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

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

<u>Severability.</u> Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section,

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

SECTION 7

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

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 12th DAY OF AUGUST, 2025.

	David F. Bristol, Mayor
ATTEST:	
Michelle Lewis Sirianni, Town Secretary	
APPROVED AS TO FORM AND LEGALITY:	
Terrence S. Welch, Town Attorney	

Item 9.



Exhibit A-1 ZONE-24-0002

DESCRIPTION OF 0.6428 ACRES OR 28,000 SQ. FT.

BEING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LANDS, ABSTRACT NUMBER (NO.) 147, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A, HAIMAN ADDITION, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. 20150511010001530, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING TRACT OF LAND DESCRIBED TO HAIMAN FAMILY LEGACY WEALTH TRUST IN SPECIAL WARRANTY DEED RECORDED IN 20160310000287060, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015271):

BEGINNING AT 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET (60 FOOT RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID SEVENTH STREET, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE, NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;

THENCE, SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 20 FOOT ALLEY, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.6428 ACRES OR 28,000 SQUARE FEET OF LAND, MORE OR LESS.

MARK N. PEEPLES R.P.L.S. NO 6443 STATE OF TEXAS

FIRM REGISTRATION NO. 10194331

MARK N. PEEPLES

6443

6443

650

SURVE

___12-19-2023 DATE:



LEGEND OF ABBREVIATIONS

• C.M.

• D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS

P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS

CONTROLLING MONUMENT

O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

1/2 INCH RED CAPPED REBAR STAMPED "WINDROSE" SET

COLLIN COUNTY, TEXAS

1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544 FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM DRAWN BY: SS DATE: 02/13/2024 CHECKED BY: MNP JOB NO.: D59045

BLOCK A, LOT 1, SITUATED IN THE

COLLIN COUNTY SCHOOL LANDS SURVEY, ABSTRACT NO. 147 IN THE TOWN OF PROSPER,

OWNER/DEVELOPER

DEANA L. SHUTES-HAIMAN

305 E 7TH ST.

PROSPER, TEXAS 75078,

PH.# 915-474-0177

Collin County, Texas

OWNER/DEVELOPER

FREDERICK HAIMAN

5300 TOWN & COUNTRY SUITE 200

FRISCO, TEXAS 75034,

PH.# 214-618-3160

Collin County, Texas

Last Revision Date: 09/25/2024

Exhibit B ZONE-24-0002

Statement of Intent and Purpose

The purpose of this zoning request is to change the current zoning from Single Family-15 to a Planned Development to be able to comply with the Town of Prosper's platting requirements in order to subdivide the property into two lots. The future plan for the property will be to sell the lots.

ZONE-24-0002

Exhibit C

Development Standards

This tract shall develop under the regulation of the Single Family – 15 District (SF-15) as outlined in the Town's Zoning Ordinance, as it exists or may be amended with the following conditions:

1. Permitted Uses

The permitted uses are as follows:

- Single Family Residence, Detached
- Accessory Buildings

2. District Regulations

The district regulation requirements within this Planned Development are as follows:

- Size of Yards
 - Minimum Front Yard 35 feet.
 - o Minimum Side Yard 10 feet; 15 feet on corner adjacent to side street.
 - o Minimum Rear Yard 25 feet.
- Size of Lots:
 - o Minimum Lot Area 14,000 square feet.
 - o Minimum Lot Width 100 feet.
 - o Minimum Lot Depth 135 feet.

3. Architectural Standards

The architectural standards within this Planned Development are as follows:

- Building materials requirements
 - The exterior facades shall be constructed of 100 percent masonry (clay fired brick, natural and manufactured stone, granite, marble, and stucco). Other materials may be approved by the Director of Development Services.
 - Stucco on structures shall be traditional 3-coat process cement plaster stucco.
 - Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
 - On side and rear elevations, cementitious materials may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.

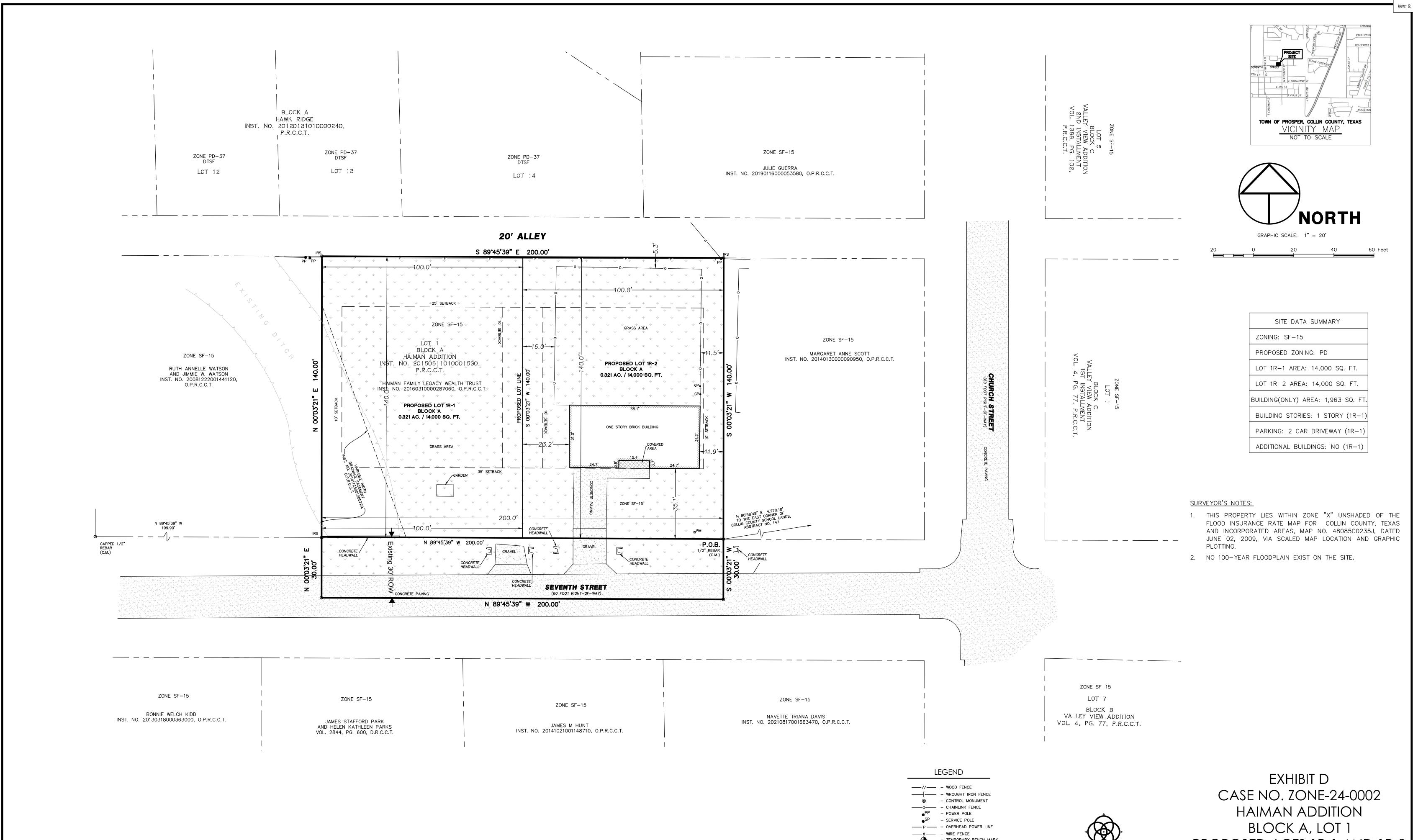
- The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
- Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.

Existing Structures

 Exterior alterations not related to maintenance shall be approved by the Director of Development Services or his/her designee.

New Structures

- The architectural style of the building shall be compatible with the neighboring properties.
- Exterior elevations shall be submitted to the Planning Division and are subject to the approval of the Director of Development Services or his/her designee.
- Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.



LEGEND OF ABBREVIATIONS

• D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS

 O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS

RIGHT OF WAY

 IRS 1/2 INCH RED CAPPED REBAR STAMPED "WINDROSE" SET

• C.M. CONTROLLING MONUMENT

- TEMPORARY BENCH MARK -V--V- - HIGHBANK

OWNER/DEVELOPER FREDERICK HAIMAN 5300 TOWN & COUNTRY SUITE 200 FRISCO, TEXAS 75034, PH.# 214-618-3160 Collin County, Texas

OWNER/DEVELOPER

DEANA L. SHUTES-HAIMAN 305 E 7TH ST. PROSPER, Texas 75078, PH.# 915-474-0177 Collin County, Texas



1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544 FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM DRAWN BY: SS DATE: 02/13/2024 CHECKED BY: MNP JOB NO.: D59045

Last Revision Date: 09/25/2024

PROPOSED: LOTS 1R-1 AND 1R-2 0.6428 ACRES

SITUATED IN THE COLLIN COUNTY SCHOOL LANDS SURVEY, ABSTRACT NO. 147 IN THE TOWN OF PROSPER,

COLLIN COUNTY, TEXAS



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: Development Agreement for Haiman Addition, Block A, Lot 1

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Haiman Family Wealth Trust and the Town of Prosper relative to Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (DEVAGRE-25-0001)

Description of Agenda Item:

On June 24, 2025, the Town Council unanimously approved the proposed rezoning request by a vote of 7-0. A Development Agreement has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Development Agreement

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Haiman Family Wealth Trust and the Town of Prosper relative

to Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between Haiman Family Wealth Trust and the Town of Prosper relative to Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street.

HAIMAN ADDITION DEVELOPMENT AGREEMENT

THIS HAIMAN ADDITION DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Haiman Family Legacy Wealth Trust, Frederick O. Haiman and Deana Shutes-Haiman (collectively, "Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

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

WHEREAS, Developer is developing a project in the Town known as Haiman Addition, Block A, Lot 1 ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about ______, 2025, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

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

- 1. <u>Development Standards</u>. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Materials," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.
- 2. <u>Covenant Running with the Land</u>. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

- **3.** Applicability of Town Ordinances. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.
- 4. <u>Default</u>. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages
- **5.** <u>Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.
- **6.** <u>Notice</u>. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper

250 W. First Street Prosper, Texas 75078 Attention: Town Manager

If to Developer: Haiman Family Legacy Wealth Trust

c/o Deana L. Shutes - Haiman

305 E 7th Street Prosper, TX 75078

c/o Frederick Haiman

5300 Town & Country, Suite 200

Frisco, TX 75034

7. <u>Prevailing Party</u>. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the

prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

- **8.** Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
- **9.** <u>Savings/Severability</u>. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- **10.** <u>Binding Agreement</u>. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.
- 11. <u>Authority to Execute</u>. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.
- **12.** <u>Filing in Deed Records</u>. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.
- **13.** <u>Mediation</u>. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.
- 14. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will

become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

- **15.** Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- 16. <u>Effect of Recitals</u>. 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.
- **17.** <u>Consideration</u>. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- **18.** <u>Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.
- **19.** <u>Amendment</u>. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.
- **20.** <u>Miscellaneous Drafting Provisions</u>. 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.

- **21.** Waiver of Texas Government Code § 3000.001 et seq. With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.
- **22.** Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 23. Rough Proportionality. Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.
- 24. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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

	TOWN:
	THE TOWN OF PROSPER, TEXAS
	By: Name: Mario Canizares Title: Town Manager, Town of Prosper
STATE OF TEXAS) COUNTY OF COLLIN)	
	wledged before me on the day of nizares, Town Manager of the Town of Prosper, er, Texas.
	Notary Public, State of Texas My Commission Expires:

DEVELOPER:

Haiman Family Legacy Wealth Trust

By: Deana Shutes-Haiman

Title: owner

COUNTY OF Coltins

This instrument was acknowledged before me on the day of ________, 2025, by Deana Shutes-Haiman on behalf of Haiman Family Legacy Wealth Trust, known to be the person whose name is subscribed to the foregoing instrument, and that she executed the same on behalf of and as the act of Developer.



Notary Public, State of Texas My Commission Expires:

4-19-2029

DEVELOPER:

Haiman Family Legacy Wealth Trust

By:

Name: Frederick O. Haiman

Title: Thus fee

STATE OF TEXAS

COUNTY OF Looke)

This instrument was acknowledged before me on the 17 day of July, 2025, by Frederick O. Haiman on behalf of Haiman Family Legacy Wealth Trust, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

JENNIFER BALLEW
Notary Public, State of Texas
Comm. Expires 05-21-2029
Notary ID 133115788

Notary Public, State of Texas My Commission Expires:

EXHIBIT A (Property Description & Depiction)



DESCRIPTION OF 0.6428 ACRES OR 28,000 SQ. FT.

BEING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LANDS, ABSTRACT NUMBER (NO.) 147, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A, HAIMAN ADDITION, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. 20150511010001530, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING TRACT OF LAND DESCRIBED TO HAIMAN FAMILY LEGACY WEALTH TRUST IN SPECIAL WARRANTY DEED RECORDED IN 20160310000287060, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015271):

BEGINNING AT 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET (60 FOOT RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID SEVENTH STREET, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE, NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;

THENCE, SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 20 FOOT ALLEY, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.6428 ACRES OR 28,000 SQUARE FEET OF LAND, MORE OR LESS.

MARK N. PEEPLES
R.P.L.S. PO 6443
STATE OF TEXAS

FIRM REGISTRATION NO. 10194331

MARK N. PEEPLES

8443

PEBBIONIO

12-19-2023 DATE:

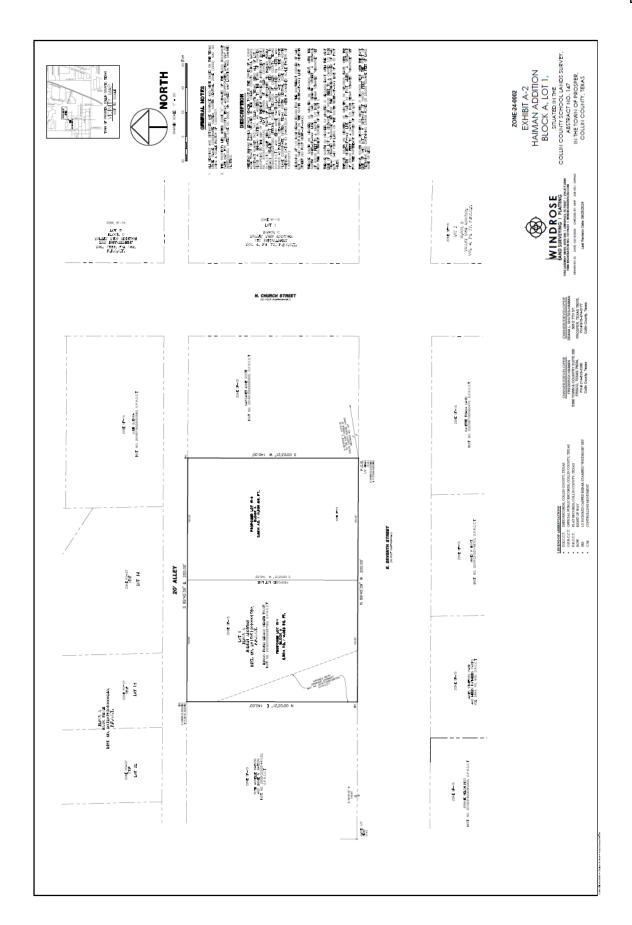


EXHIBIT B

(Building Materials)

Architectural Standards

The architectural standards within this Planned Development are as follows:

Building materials requirements

- The exterior facades shall be constructed of 100 percent masonry (clay fired brick, natural and manufactured stone, granite, marble, and stucco). Other materials may be approved by the Director of Development Services.
- Stucco on structures shall be traditional 3-coat process cement plaster stucco.
- Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
- On side and rear elevations, cementitious materials may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.
- The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
- Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.

Existing Structures

 Exterior alterations not related to maintenance shall be approved by the Director of Development Services or his/her designee.

New Structures

- The architectural style of the building shall be compatible with the neighboring properties.
- Exterior elevations shall be submitted to the Planning Division and are subject to the approval of the Director of Development Services or his/her designee.
- Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: Notice of Appeals

Town Council Meeting - August 12, 2025

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

Agenda Item:

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

Description of Agenda Item:

Attached is the Preliminary Site Plan that was acted on by the Planning & Zoning Commission on August 5, 2025.

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

Budget Impact:

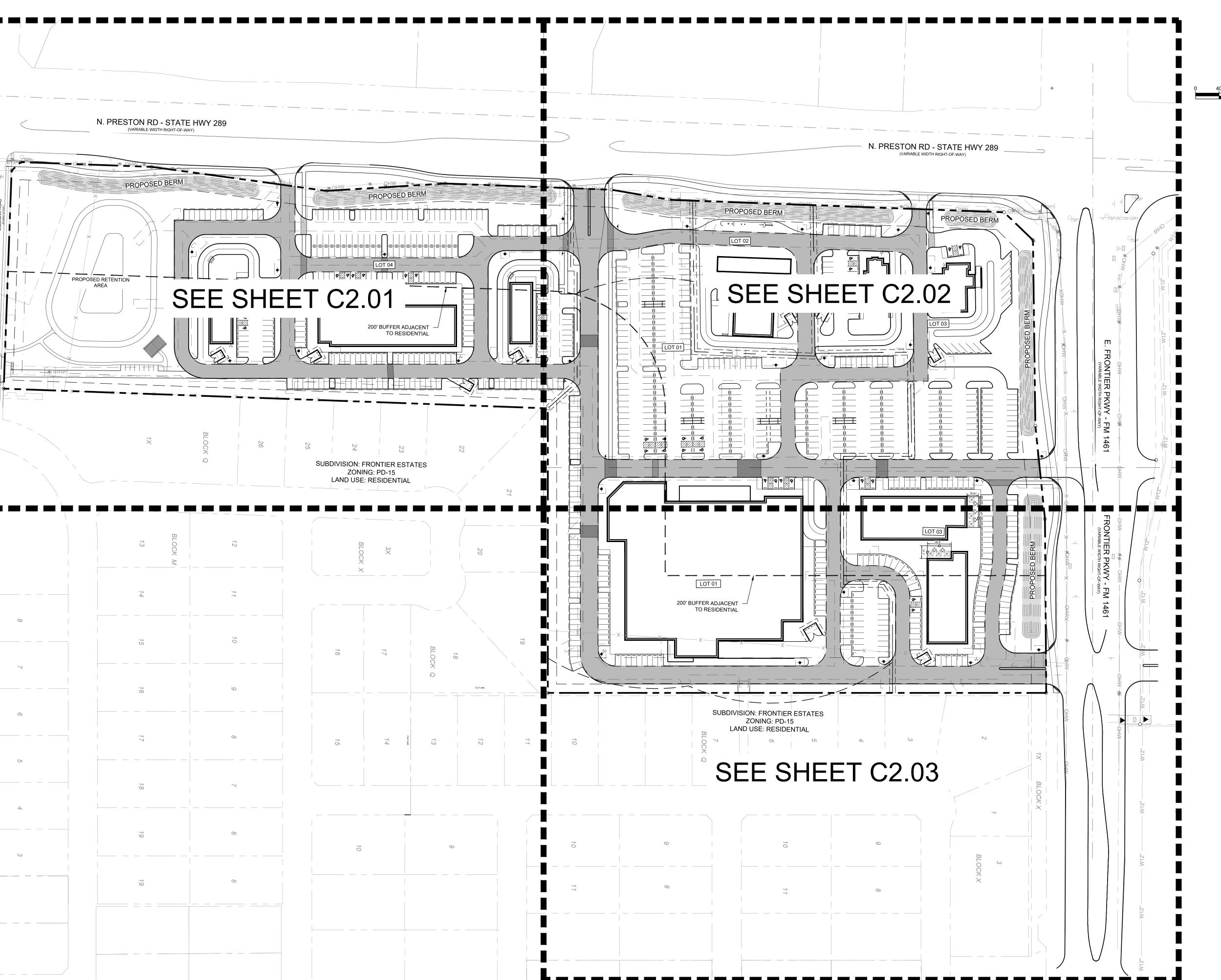
There is no budgetary impact affiliated with this item.

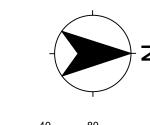
Attached Documents:

1. DEVAPP-23-0183 – Preston and Frontier, Block A, Lots 1-4 (Approved 4-0)

Town Staff Recommendation:

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







VICINITY MAP

PRELIMINARY SITE PLAN LEGEND

DRAINAGE AND UTILITY

EASEMENT

	BARRIER FREE RAMP
	BARRIER FREE RAMP
	BARRIER FREE RAMP
Ġ.	ACCESSIBLE PARKING
	SIGN
-	PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT
*	FDC
	PROPOSED FIRE LANE. ACCESS.

PRELIMINARY SITE PLAN NOTES

- 1. ALL DEVELOPMENT STANDARDS FOLLOW TOWN STANDARDS.
- 2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- 3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- 4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- 5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL. 6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED IN THE SITE
- DATA SUMMARY TABLE: HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING AND ZONING COMMISSION, AT THE END

OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF A SITE PLAN BY THE

- PLANNING AND ZONING COMMISSION. IF A SITE PLAN HAS NOT BEEN 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 IS 8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT
- INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.
- TO PAVEMENT
- 10. DIMENSIONS ARE REFERENCING FROM THE FACE OF CURB.
- 11. DUMPSTER SCREENING WALLS SHALL BE BRICK OR STONE WITH 8FT MIN IN HEIGHT(TYP). 12. RESTAURANT WITH DRIVE-THROUGH'S (REQUIRED SUP).
- 13. ALL BUILDINGS WITH A FOOTPRINT OF LESS THAN 10,000 SQUARE FEET AND LOCATED 100 FEET OR LESS FROM A RESIDENTIAL ZONING DISTRICT SHALL INCORPORATE A PITCHED, GABLED, MANSARD, HIPPED, OR OTHERWISE SLOPED ROOF. ALL SLOPED ROOFS SHALL HAVE A SIX IN 12-INCH MINIMUM SLOPE.
- 14. ALL RETAIL/COMMERCIAL BUILDINGS WITH FACADES GREATER THAN 200 FEET IN LENGTH SHALL INCORPORATE WALL PLANE PROJECTIONS OR RECESSES THAT ARE AT LEAST SIX FEET DEEP. PROJECTIONS/RECESSES MUST BE AT LEAST 25 PERCENT OF THE LENGTH OF THE FACADE. NO UNINTERRUPTED LENGTH OF FACADE MAY EXCEED 100
- 15. AT THE SITE PLAN LEVEL, ENSURE ALL PROPOSED COMMERCIAL RESTAURANTS/FOOD FACILITIES INSTALL THEIR OWN INDIVIDUAL MINIMUM 1000 GALLON GREASE TRAP. MUST BE EXTERIOR, IN GROUND. MUST INCLUDE A SAMPLE WELL. DO NOT INSTALL IN PARKING STALLS OR FIRE LANES. SHOW SIZE AND LOCATION. PER HEALTH

REMINGTON PRESTON, LLC 331 OAK LAWN AVE STE. 250 **DALLAS, TX 75219**

PHONE: (214) 387-7780

SURVEYOR CHISHOLM TRAIL LAND SURVEYING PHONE: (940) 206-3577 MICHAEL@CT-LANDSURVEYING.COM TX FIRM #: 10194767

ENGINEER KFM ENGINEERING 3501 OLYMPUS BLVD, SUITE 100 DALLAS, TEXAS 75019

PHONE: (469) 899-0536 WWW.KFM-LLC.COM TBPE #: F-20821

PROJECT #: DEVAPP-23-0183

PRELIMINARY SITE PLAN PRESTON AND FRONTIER

BLOCK A, LOT 1-4

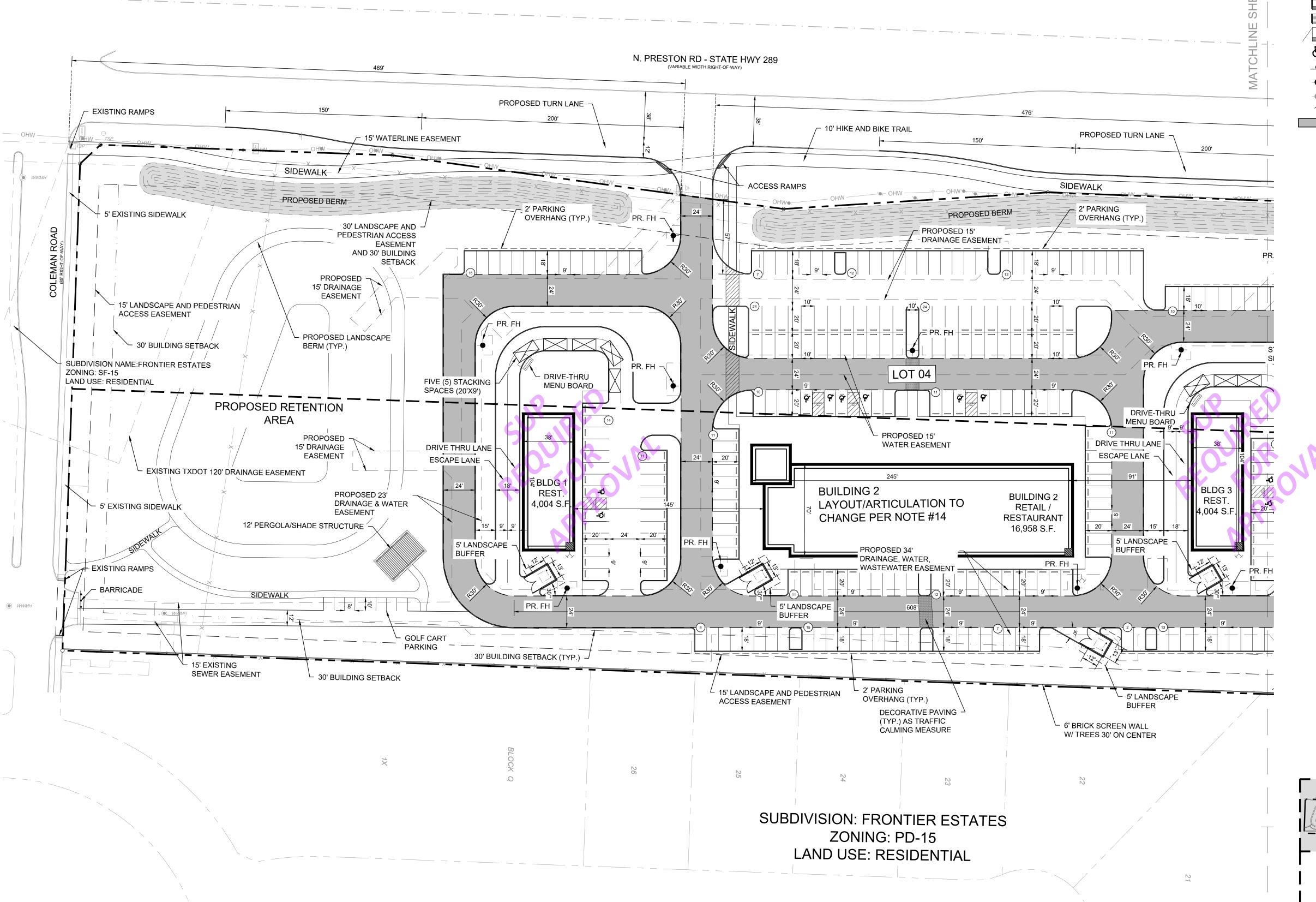
ABS A0172 COLLIN COUNTY SCHOOL LAND SURVEY TRACT 2

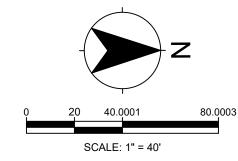
23.991 ACRES

TOWN OF PROSPER, TEXAS, COLLIN COUNTY July 25, 2025

SHEET C2.00







PRELIMINARY SITE PLAN LEGEND

BARRIER FREE RAMP

BARRIER FREE RAMP

BARRIER FREE RAMP

ACCESSIBLE PARKING

SIGN

C2.01

C2.03

EXISTING FIRE HYDRANT

PROPOSED FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT

PROPOSED FIRE HYDRANT



VICINITY MAP

NTS

PRELIMINARY SITE PLAN NOTES

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- 7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING AND ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF A SITE PLAN BY THE PLANNING AND ZONING COMMISSION. IF A SITE PLAN HAS NOT BEEN 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 IS
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- 9. ALL CART CORRAL RETURNS SHALL BE CONSTRUCTED OF ORNAMENTAL METAL AND BE PERMANENTLY AFFIXED TO PAVEMENT.
- 10. DIMENSIONS ARE REFERENCING FROM THE FACE OF CURB.
- 11. DUMPSTER SCREENING WALLS SHALL BE BRICK OR STONE WITH 8FT MIN IN HEIGHT(TYP).
- 12. RESTAURANT WITH DRIVE-THROUGH'S (REQUIRED SUP).
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		SHE DATA TABLE LOT 4		
ZONING	PD-15-R	PRESTON AND FRONTIER	SOUTHEAST CORNER	
PROPOSED USE	RESTAURANT W/DRIVE THRU, RETAIL/RESTAURANT			
LOT AREA	8.32	AC		
LOTAREA	362,221.90	SF		
BUILDING AREA	24,966	SF		
BUILDING HEIGHT	30	FT		
NUMBER OF STORIES	1		RE	
LOT COVERAGE	6.9	PERCENT		
FLOOR AREA RATIO	0.07:1			
OPEN SPACE REQUIRED	25,356	SF		
OPEN SPACE PROVIDED	77,779	SF		
PARKING LOT LANDSCAPING REQUIRED	3,015	SF		
PARKING LOT LANDSCAPING PROVIDED	6,967	SF		
IMPERVIOUS AREA	277,476	SF		
8 PS VALOUS BARBY		action and the state and a second		
UNIT TYPE		BUILDING AREA (SF)	PARKING REQUIRED	PARKING PROVIDE
BUILDING 1 DRIVE THRU		4,004	41 (1 SPACE PER 100 SF)	42
BUILDING 2 RESTAURANT		8,479	85 (1 SPACE PER 100 SF)	174
BUILDING 2 RETAIL		8,479	34 (1 SPACE PER 250 SF)	
BUILDING 3 DRIVE THRU		4,004	41 (1 SPACE PER 100 SF)	40
HANDICAP PARKING		N/A	9	10
TOTAL			201	256

PROJECT #: DEVAPP-23-0183

PRELIMINARY SITE PLAN PRESTON AND FRONTIER

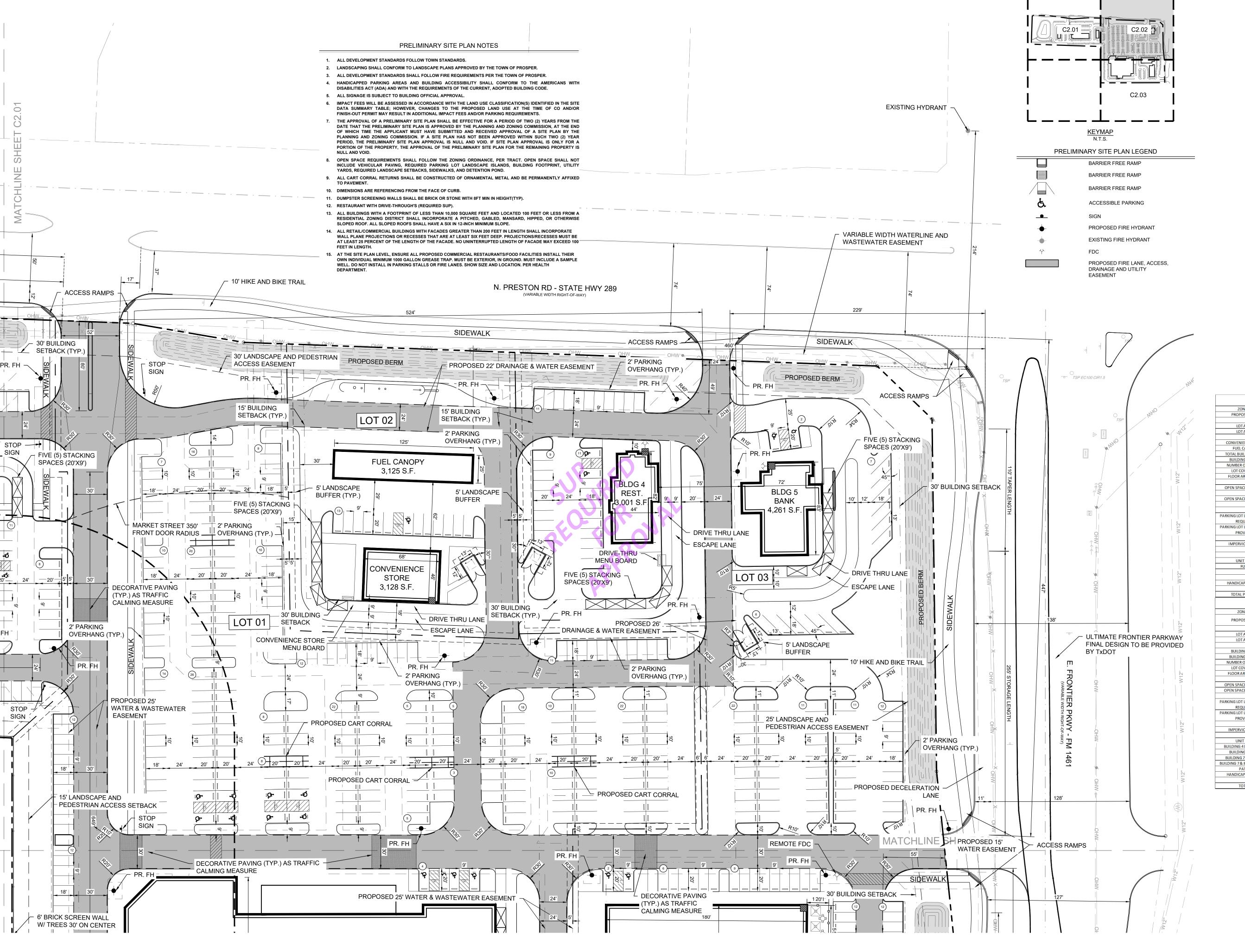
BLOCK A, LOT 1-4
ABS A0172 COLLIN COUNTY SCHOOL

LAND SURVEY TRACT 2 23.991 ACRES

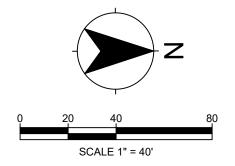
TOWN OF PROSPER, TEXAS, COLLIN COUNTY July 25, 2025

SHEET C2.01

O1







		SITE DATA TABLE LOT 2		
ZONING	PD-15-R	PRESTON AND FRONTIER	SOUTHEAST CORNER	
PROPOSED USE	CONVENIENCE STOR	_	(ASSOCIATED WITH LOT 1)	
THOTOSED CSE	CONTRACTOR OF CO	- I I I I I I I I I I I I I I I I I I I	(ASSOCIATIES WITHEOTT	
LOTAREA	1.21	AC		
LOTAREA	52,862	SF		
LOTANLA	32,002	31		
CONVENIENCE CTORE	2.120	cr		
CONVENIENCE STORE	3,128	SF		
FUEL CANOPY	3,125	SF		
TOTAL BUILDING AREA	6,253	SF		
BUILDING HEIGHT	30	FT		
NUMBER OF STORIES	1			
LOT COVERAGE	12	PERCENT		
FLOOR AREA RATIO	0.12:1			
OPEN SPACE REQUIRED	3,700	SF		
	7	PERCENT		
OPEN SPACE PROVIDED	3,728	SF		
OT EN SI ACET NOVIDED	-			
	7	PERCENT		
DI DUNING LOTTI CONTROL OF THE PARTY OF THE	+	+		
PARKING LOT LANDSCAPING	195	SF		
REQUIRED				
PARKING LOT LANDSCAPING	345	SF		
PROVIDED	515	7.0		
IMPERVIOUS AREA	48,789	SF		
	92.3	PERCENT		
		11000000000000		
UNIT TYPE		BUILDING AREA (SF)	PARKING REQUIRED	PARKING PROVIDED
FUEL		3,128	1 AIRRING REQUIRED	12
TOLL	+	3,120	13 (1 SPACE PER 250 SF)	12
		11/1		
HANDICAP PARKING		N/A	1	1
TOTAL PARKING			13	13
		SITE DATA TABLE LOT 3		
		SITE DATA TABLE LOTS		
ZONING	PD-15-R	PRESTON AND FRONTIER	SOUTHEAST CORNER	
	RESTAURANT	W/DRIVE THRU, BANK,		
PROPOSED USE		/RESTAURANT		
LOTABLA	F 7C	A.C.		
LOTAREA	5.76	AC		
LOT AREA LOT AREA	5.76 250,820.75	AC SF		
LOTAREA	250,820.75	SF		
LOT AREA BUILDING AREA	250,820.75 30,160	SF SF		
LOTAREA	250,820.75	SF		
LOT AREA BUILDING AREA	250,820.75 30,160	SF SF		
LOT AREA BUILDING AREA BUILDING HEIGHT	250,820.75 30,160 30	SF SF		
LOT AREA BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES	250,820.75 30,160 30 1	SF FT		
LOT AREA BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE	250,820.75 30,160 30 1 12.0	SF FT		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO	250,820.75 30,160 30 1 12.0 0.12:1	SF FT PERCENT		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED	250,820.75 30,160 30 1 12.0 0.12:1 17,557	SF SF FT PERCENT		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO	250,820.75 30,160 30 1 12.0 0.12:1	SF FT PERCENT		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED	250,820.75 30,160 30 1 12.0 0.12:1 17,557	SF SF FT PERCENT		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936	SF SF FT PERCENT		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED	250,820.75 30,160 30 1 12.0 0.12:1 17,557	SF FT PERCENT SF SF		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060	SF FT PERCENT SF SF		
LOT AREA BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936	SF FT PERCENT SF SF		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060	SF FT PERCENT SF SF		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF FT PERCENT SF SF		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060	SF FT PERCENT SF SF SF		
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED IMPERVIOUS AREA	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF SF FT PERCENT SF SF SF SF	PARKING PEOLITRED	PARKING PROVIDED
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BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED IMPERVIOUS AREA UNIT TYPE BUILDING 4 DRIVE THRU	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF SF FT PERCENT SF	31 (1 SPACE PER 100 SF)	31
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED IMPERVIOUS AREA UNIT TYPE BUILDING 4 DRIVE THRU BUILDING 5 BANK	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF SF FT PERCENT SF SF SF SF SF SF SF AULDING AREA (SF) 3,001 4,261	31 (1 SPACE PER 100 SF) 13 (1 SPACE PER 350 SF)	
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED IMPERVIOUS AREA UNIT TYPE BUILDING 4 DRIVE THRU BUILDING 5 BANK BUILDING 7 & 8 RETAIL	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF SF FT PERCENT SF SF SF SF SF 4,261 13,233	31 (1 SPACE PER 100 SF) 13 (1 SPACE PER 350 SF) 53 (1 SPACE PER 250 SF)	31 15
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED IMPERVIOUS AREA UNIT TYPE BUILDING 4 DRIVE THRU BUILDING 5 BANK	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF SF FT PERCENT SF SF SF SF SF SF SF AULDING AREA (SF) 3,001 4,261	31 (1 SPACE PER 100 SF) 13 (1 SPACE PER 350 SF)	31
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED IMPERVIOUS AREA UNIT TYPE BUILDING 4 DRIVE THRU BUILDING 5 BANK BUILDING 7 & 8 RETAIL	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF SF FT PERCENT SF SF SF SF SF 4,261 13,233	31 (1 SPACE PER 100 SF) 13 (1 SPACE PER 350 SF) 53 (1 SPACE PER 250 SF)	31 15
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED IMPERVIOUS AREA UNIT TYPE BUILDING 4 DRIVE THRU BUILDING 7 & 8 RETAIL BUILDING 7 & 8 RESTAURANT	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF SF FT PERCENT SF SF SF SF SF 4,261 13,233 9,665	31 (1 SPACE PER 100 SF) 13 (1 SPACE PER 350 SF) 53 (1 SPACE PER 250 SF) 97 (1 SPACE PER 100 SF)	31 15 151
BUILDING AREA BUILDING HEIGHT NUMBER OF STORIES LOT COVERAGE FLOOR AREA RATIO OPEN SPACE REQUIRED OPEN SPACE PROVIDED PARKING LOT LANDSCAPING REQUIRED PARKING LOT LANDSCAPING PROVIDED IMPERVIOUS AREA UNIT TYPE BUILDING 4 DRIVE THRU BUILDING 7 & 8 RETAIL BUILDING 7 & 8 RESTAURANT PATIO	250,820.75 30,160 30 1 12.0 0.12:1 17,557 26,936 3,060 7,427	SF SF FT PERCENT SF SF SF SF SF SF 4,261 13,233 9,665 1,962	31 (1 SPACE PER 100 SF) 13 (1 SPACE PER 350 SF) 53 (1 SPACE PER 250 SF) 97 (1 SPACE PER 100 SF) 10 (1 SPACE PER 200 SF)	31 15 151 10

PROJECT #: DEVAPP-23-0183

PRELIMINARY SITE PLAN PRESTON AND FRONTIER

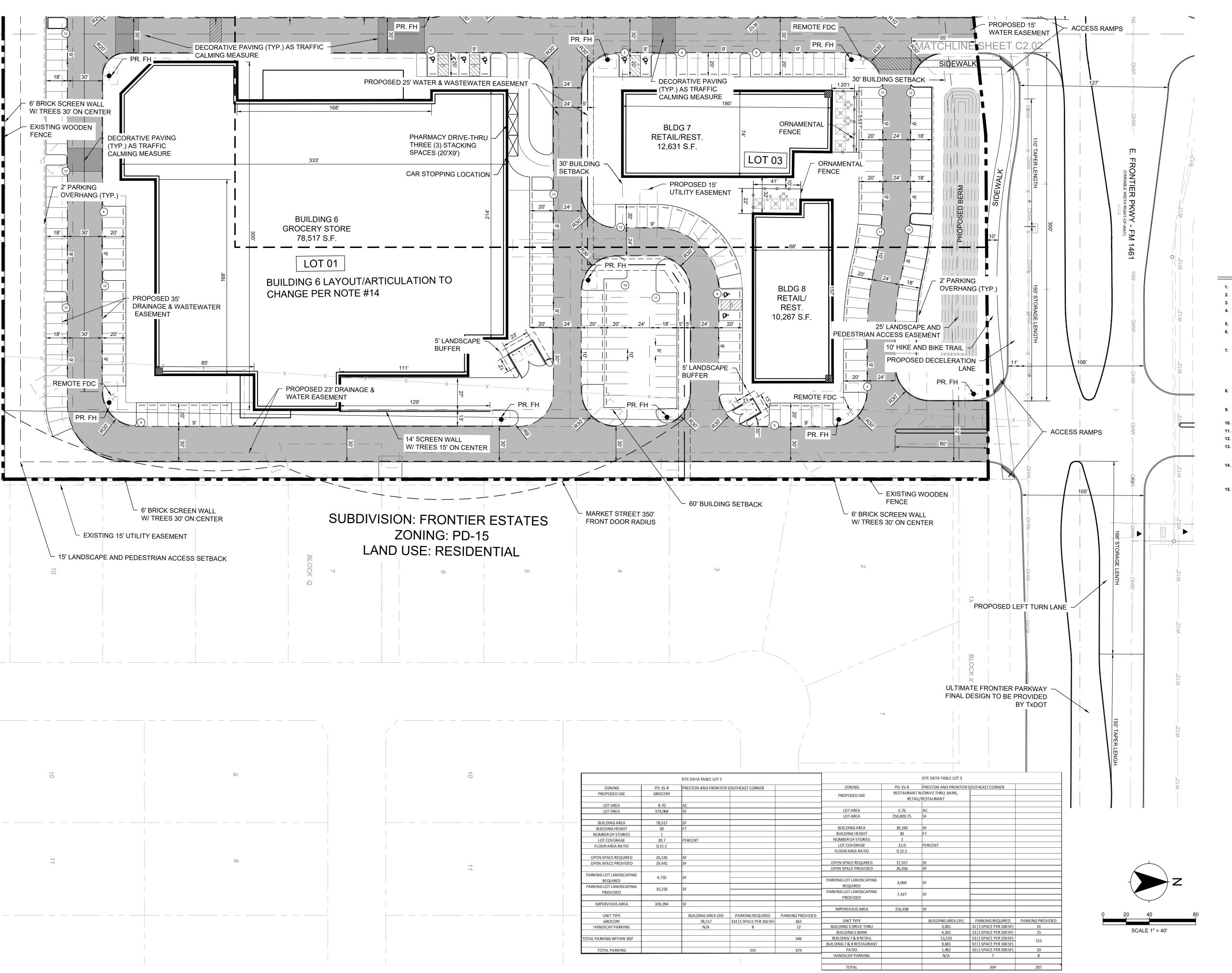
BLOCK A, LOT 1-4

ABS A0172 COLLIN COUNTY SCHOOL LAND SURVEY TRACT 2

23.991 ACRES

TOWN OF PROSPER, TEXAS, COLLIN COUNTY July 25, 2025

SHEET C2.02





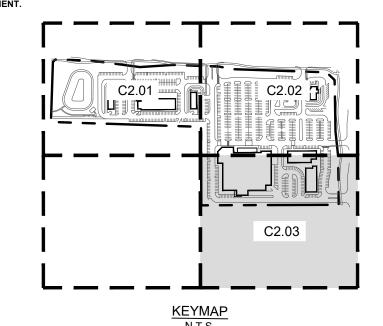
VICINITY MAP

PRELIMINARY SITE PLAN NOTES

- ALL DEVELOPMENT STANDARDS FOLLOW TOWN STANDARDS.
- 2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- 3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.

 4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH THE REQUIREMENTS OF THE CURPENT ADOLDED BUILDING CORE.
- DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.

 ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- 6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED IN THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- 7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING AND ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF A SITE PLAN BY THE PLANNING AND ZONING COMMISSION. IF A SITE PLAN HAS NOT BEEN 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 IS
- 8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.
- ALL CART CORRAL RETURNS SHALL BE CONSTRUCTED OF ORNAMENTAL METAL AND BE PERMANENTLY AFFIXED TO PAVEMENT.
- 10. DIMENSIONS ARE REFERENCING FROM THE FACE OF CURB.
- 11. DUMPSTER SCREENING WALLS SHALL BE BRICK OR STONE WITH 8FT MIN IN HEIGHT(TYP).
- 12. RESTAURANT WITH DRIVE-THROUGH'S (REQUIRED SUP).
- RESIDENTIAL ZONING DISTRICT SHALL INCORPORATE A PITCHED, GABLED, MANSARD, HIPPED, OR OTHERWISE SLOPED ROOF. ALL SLOPED ROOFS SHALL HAVE A SIX IN 12-INCH MINIMUM SLOPE.
- 14. ALL RETAIL/COMMERCIAL BUILDINGS WITH FACADES GREATER THAN 200 FEET IN LENGTH SHALL INCORPORATE WALL PLANE PROJECTIONS OR RECESSES THAT ARE AT LEAST SIX FEET DEEP. PROJECTIONS/RECESSES MUST BE AT LEAST 25 PERCENT OF THE LENGTH OF THE FACADE. NO UNINTERRUPTED LENGTH OF FACADE MAY EXCEED 100 FEET IN LENGTH.
- 15. AT THE SITE PLAN LEVEL, ENSURE ALL PROPOSED COMMERCIAL RESTAURANTS/FOOD FACILITIES INSTALL THEIR OWN INDIVIDUAL MINIMUM 1000 GALLON GREASE TRAP. MUST BE EXTERIOR, IN GROUND. MUST INCLUDE A SAMPLE WELL. DO NOT INSTALL IN PARKING STALLS OR FIRE LANES. SHOW SIZE AND LOCATION. PER HEALTH



PRELIMINARY SITE PLAN LEGEND

BARRIER FREE RAMP

BARRIER FREE RAMP

BARRIER FREE RAMP

ACCESSIBLE PARKING

SIGN

PROPOSED FIRE HYDRANT

EXISTING FIRE HYDRANT

PDC

PROPOSED FIRE LANE, ACCESS, DRAINAGE AND UTILITY
EASEMENT

PROJECT #: DEVAPP-23-0183

PRELIMINARY SITE PLAN PRESTON AND FRONTIER

BLOCK A, LOT 1-4

ABS A0172 COLLIN COUNTY SCHOOL LAND SURVEY TRACT 2

23.991 ACRES

TOWN OF PROSPER, TEXAS, COLLIN COUNTY July 25, 2025

SHEET C2.03

Page 137





Preston and Frontier, Block A, Lots 1-4 (DEVAPP-23-0183)



Information

Purpose:

- Construct nine commercial buildings on four lots totaling 138,733 square feet and associated parking.
 - Lot 1: Grocery Store (78,517 SF)
 - Lot 2: Convenience Store with Gas Pumps (3,128 SF)
 - Only permitted in association with grocery store on Lot 1 as noted in the Site Data Summary Table.

		SITE DATA TABLE LOT 2	
ZONING	PD-15-R	PRESTON AND FRONT	IER SOUTHEAST CORNER
PROPOSED USE	CONVENIENCE STO	RE WITH GAS PUMPS	(ASSOCIATED WITH LOT 1)

- Lot 3: Bank (4,261 SF), Restaurant (3,001 SF)*, and Two Restaurant/Retail Buildings (24,860 SF)
- Lot 4: Two Restaurants (8,008 SF)* and a Restaurant/Retail Building (16,958 SF)
- * All drive-through restaurants will require approval of a Specific Use Permit. *



Information Cont.

History:

- Project submitted in October of 2023
 - Prior to Zoning Ordinance Amendment for Drive-Through Regulations

Property Owners' Association (POA):

 Prior to platting the property into separate lots, a POA will be finalized to establish duties and responsibilities for the lots within the development.

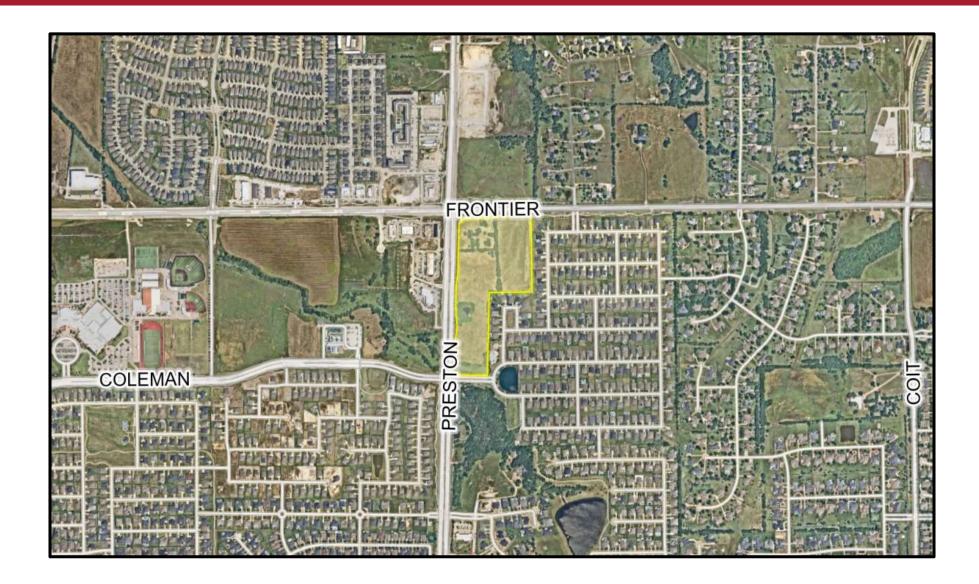


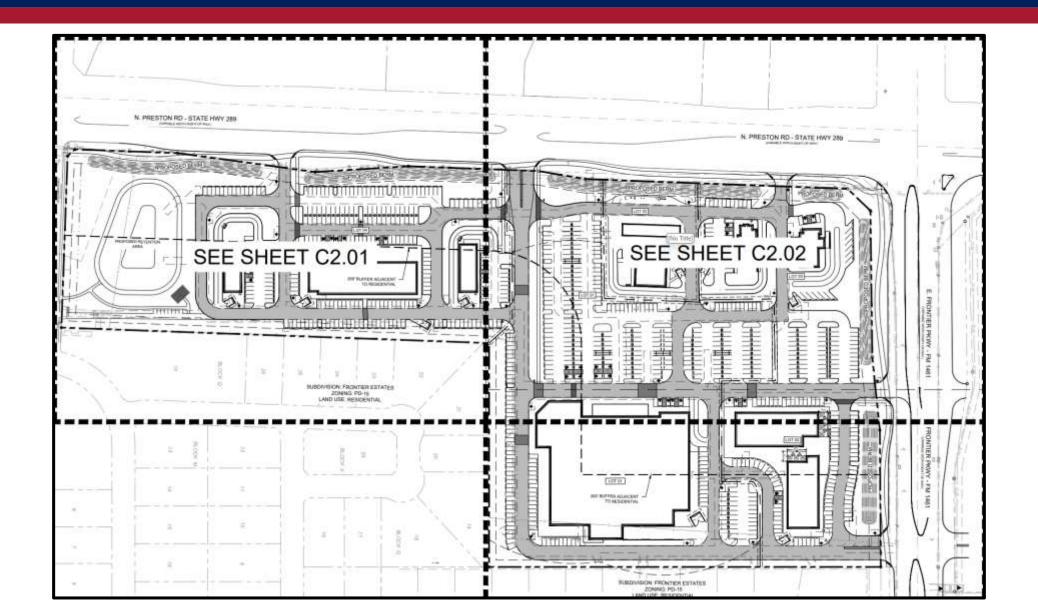
Information Cont.

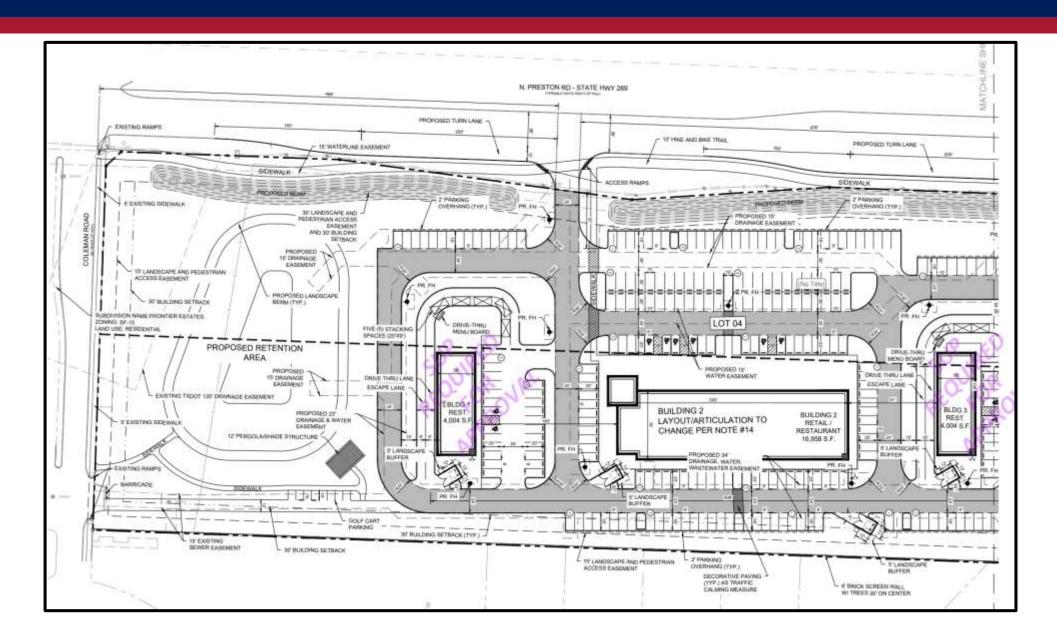
Staff Conditions:

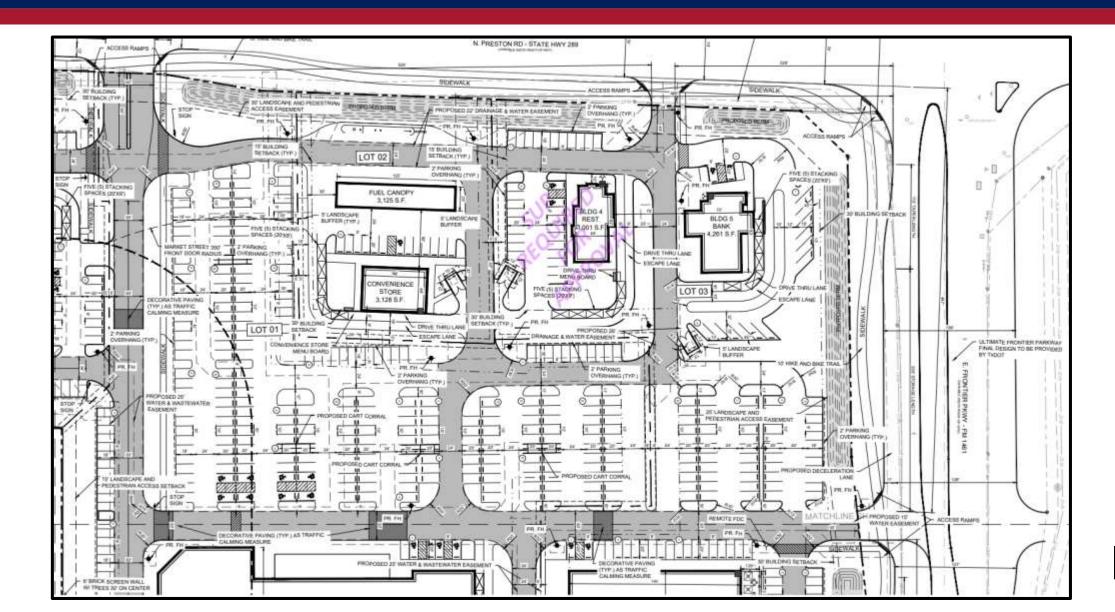
- Drive-Through Restaurants subject to approval of a Specific Use Permit.
- Convenience Store with Gas Pumps to be associated with Grocery Store.
- Creation of Property Owner's Association prior to recordation of a plat to subdivide the property.

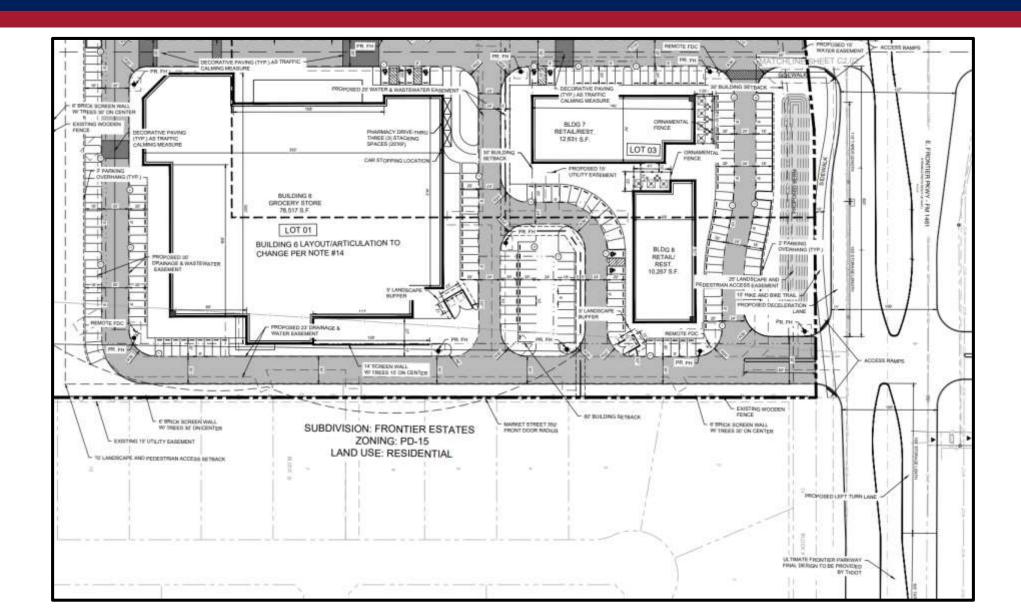
August 5, 2025: Planning & Zoning Commission approved the item by a vote of 4-0, subject to Town Staff's recommendations including the clarification that the convenience store with gas pumps being associated with the grocery store means one may not be constructed without the other.

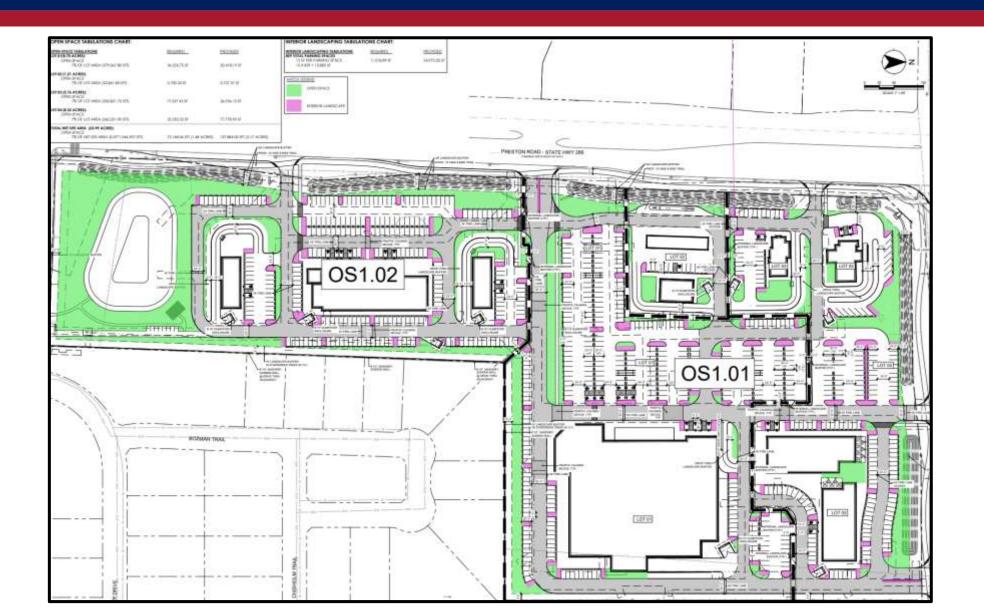


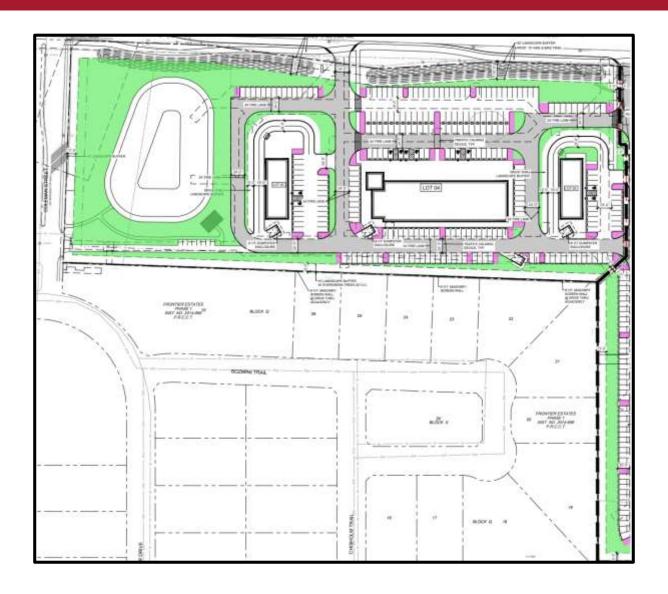


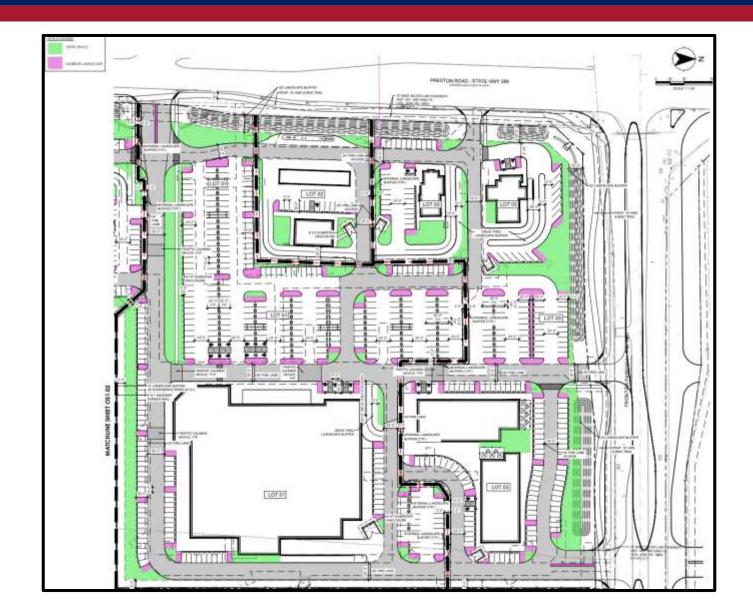














TOWN MANAGER'S OFFICE

To: Mayor and Town Council

From: Bob Scott, Deputy Town Manager

Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Re: Calling Bond Election

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

4. Continue to Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance calling a Bond Election to be held on November 4, 2025, and providing for the administration of the Election.

Description of Agenda Item:

On September 24, 2024, Town Council appointed ten Prosper residents and three Council Members to work with Town staff to identify capital improvement projects in line with the Town's Strategic Vision to place on the November 4th ballot. The \$210 million of debt approved in the 2020 bond election is expected to be issued by 2026 with a 2025 Bond Election allowing the Town to continue its capital project initiatives without delay.

At the July 22, 2025, Council Meeting, the Committee completed their task when Chairman Kevin Greene presented to the Council the Committee's recommendation for six individual referendum questions totaling \$183,800,000. It is now for the Council to determine the actual composition of the election. They can accept the recommendations verbatim or make modification to the individual questions or the amounts in the recommendation.

Since the committee's recommendation, staff has received the FY 2026 certified rolls for assessed valuation and recalculated capacity at \$190 million. In addition, Engineering is aware of the continued deterioration of the north bound access road of the Dallas North Tollway and with the additional capacity has requested \$8.5 million of authorization allowing the Town to repair the worse sections of the access road in close coordination with completion of the Tollway extension through Prosper. Finally, staff has been requested to research possible alternatives to funding the silo renovation with debt issuance and is prepared to do so if Question F is removed.

Once Council passes their preferred ordinance in addition to the English version that is attached, a Spanish version will also be provided to the Collin and Denton County election administrators as required by state law.

Budget Impact:

Per Council instructions, these recommendations have been developed as a "no tax rate increase election" meaning that only debt issuance that can be made within the current debt service tax rate will be made. However, as the Town's Assessed Valuation increases debt service capacity and amounts will also increase over time. In addition to these debt service impacts, bonds for additional facilities will also eventually impact the Town's Maintenance and Operations (M & O) budget. Staff will incorporate these impacts into its multi-year budget projection and include projections of both debt service and M & O for each proposed project for consideration by the committee.

It should be noted that state law requires each referendum question to state in all uppercase letters: "THIS IS A PROPERT TAX INCREASE. Given that Prosper has adopted the Senior and Disabled tax freeze, individuals qualifying for these exemptions will not see a property tax increase due to this election. In addition, given that this is a "no property tax rate increase" election, all other property taxpayers will only see a property tax increase if their assessed valuation is increased by their appraisal district.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality. Bond Counsel for the Town, Chris Settle with McCall Parkhurst & Horton has drafted the ordinance and individual referendum questions and will be present for questions.

Attached Documents:

- 1. Ordinance Option 1 Bond Committee Recommendations \$183,800,000.
- 2. Ordinance Option 2 incorporating additional road repair funds \$192,300,000.
- 3. Ordinance Option 3 incorporating the additional road repair funds but funding the silo renovations by means other than debt issuance for a total of \$190,000,000.

Staff Recommendation:

Town staff recommend that the Town Council approve one of the three ordinances with or without modifications.

Proposed Motion:

I move ordinance Option _, calling a Bond Election to be held on November 4, 2025, without modifications (or with the following modifications) for a total of \$ xxx, and providing for the administration of the Election.

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, CALLING A BOND ELECTION TO BE HELD ON NOVEMBER 4, 2025, A UNIFORM ELECTION DATE; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISONS RELATING THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council (the "Council") of the Town of Prosper, Texas (the "Town") deems it advisable to call the bond election hereinafter ordered (the "Election"); and

WHEREAS, the bond referendum is held in accordance with the provisions of Chapter 1251, Texas Government Code, and various provisions of the Texas Election Code (the "Code"), including Section 42.002 of the Code, and the Town is contracting with Collin County, Texas, and Denton County, Texas (individually, a "County" and collectively, the "Counties") for the administration of the Election pursuant to separate interlocal agreements with each County (individually, an "Election Contract" and collectively, the "Election Contracts"); and

WHEREAS, the Counties, acting through each of the Collin County Elections Administrator and the Denton County Elections Administrator (individually, an "Elections Administrator" and collectively, the "Elections Administrators") in accordance with each respective Election Contract, will provide for the administration of the Election; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code;

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

Section 1. Findings. The statements contained in the preambles of this Ordinance are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Ordered; Polling Places. The Election shall be held in the Town between the hours of 7:00 a.m. and 7:00 p.m. on November 4, 2025 ("Election Day"). The Election is to be conducted by the Counties, as provided by Chapter 271, Texas Election Code (the "Code"), and the Election Contracts. On Election Day, voting for the Election shall occur during the hours stated above at the designated polling places as set forth in **Exhibit A** attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. **Exhibit A** shall be modified to include additional or different Election Day polling places required to conform to the Election Contracts and the Code.

Section 3. Early Voting. Early voting shall be administered by the Counties. Early voting by personal appearance shall begin on October 20, 2025 and conclude on October 31, 2025, and will be conducted at the Early Voting locations on the dates and at the times specified in **Exhibit B** attached hereto. The early voting polling places shall remain open during such hours for early voting by personal appearance for any registered voter of the Town at such voting place. **Exhibit B** shall be modified to include additional or different early voting polling places required to conform to the Election Contracts and the Code.

Section 4. Election Officials. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrators in accordance with the Election Contracts and the Code. The Elections Administrators may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient

tabulation of ballots at the central counting station. The Council hereby authorizes the Mayor, the Mayor Pro Tem, the Town Manager, the Deputy Town Manager, the Finance Director and the Town Secretary to execute or attest on behalf of the Town the Election Contracts with the Counties.

Section 5. Voting by Mail. Applications for voting by mail for all residents of the Town shall be submitted as follows:

- (a) Applications for voting by mail for all residents of the Town residing in Collin County shall be submitted, prior to the applicable deadline prescribed by law, by (i) personal delivery to Collin County Elections Department, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069; (ii) mail to Collin County Early Voting Clerk, Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069; (iii) by facsimile to (972) 547-1996; or (iv) by email to absenteemailballoting@collincountytx.gov. If submitted by facsimile or email, a hard copy of the application must be mailed to the foregoing address within four days of sending the facsimile or email.
- (b) Applications for voting by mail for all residents of the Town residing in Denton County shall be submitted, prior to the applicable deadline prescribed by law, by (i) personal delivery or contract carrier to Early Voting Clerk, Denton County Elections, 701 Kimberly Drive, Denton, Texas 76208; (ii) mail to Denton County Early Voting Clerk, P.O. Box 1720, Denton, Texas 76202; (iii) by facsimile to (940) 349-3201; or (iv) by email to elections@dentoncounty.gov. If submitted by facsimile or email, a hard copy of the application must be mailed to the foregoing address within four days of sending the facsimile or email.
- **Section 6.** Early Voting Ballots. An Early Voting Ballot Board shall be created to process early voting results of the Election and the Presiding Judge of the Early Voting Ballot Board shall be designated by the Elections Administrators. The Presiding Judge of the Early Voting Ballot Board shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.
- **Section 7. Qualified Voters**. All qualified electors of and residing in the Town, shall be entitled to vote at the Election.

Section 8. Propositions. At the Election the following PROPOSITIONS shall be submitted in accordance with law:

Town of Prosper, Texas Special Election Proposition A

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$84,300,000 for the purpose of designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, sidewalks, thoroughfares and related improvements in the Town, including pedestrian right of ways, related drainage, utility relocation, signalization, landscaping, lighting, and signage, and the purchase of land, any necessary rights-of-way and other costs related to such street and road projects; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition B

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$29,000,000 for the purpose of constructing, installing, acquiring and equipping additions, extensions, renovations and improvements to the police headquarters, with any surplus proceeds remaining after completion of such project to be used for the construction, acquisition, renovation and equipment of other public safety facilities in the Town; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition C

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$34,200,000 for the purpose of constructing and equipping a new library facility separate from Town Hall with any excess funds used to assist in the relocation of existing library from Town Hall; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition D

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$24,000,000 for the purpose of enhancing current Parks and Recreation offerings by designing, constructing, improving, equipping of parks, trails, bridges and sports fields and courts and other recreational facilities; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition E

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$10,000,000 for the purpose of designing, constructing and equipping a permanent public works and parks service center at the current service center location; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there

be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition F

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$2,300,000 for the purpose of repairing, preserving and improving the three historic silos located west of the railroad tracks and to the southwest of the end of Broadway Street; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Section 9. Ballots. The official ballots for the Election shall be prepared in accordance with the Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITIONS, with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

Town of Prosper, Texas Special Election Proposition A

) THIS IS A PROPERTY TAX INCREASE; the issuance of \$84,300,000 of) bonds by the Town of Prosper, Texas, for the purpose of designing,) constructing, reconstructing, improving, extending, expanding, upgrading and For) developing streets, roads, sidewalks, thoroughfares and related improvements) in the Town, including pedestrian right of ways, related drainage, utility) relocation, signalization, landscaping, lighting, and signage, and the purchase **Against**) of land, any necessary rights-of-way and other costs related to such street and) road projects, and the levy of taxes sufficient to pay the principal of and interest) on the bonds. Town of Prosper, Texas Special Election Proposition B) THIS IS A PROPERTY TAX INCREASE; the issuance of \$29,000,000 of) bonds by the Town of Prosper, Texas, for the purpose of constructing, For) installing, acquiring and equipping additions, extensions, renovations and) improvements to the police headquarters, with any surplus proceeds remaining) after completion of such project to be used for the construction, acquisition, Against) renovation and equipment of other public safety facilities in the Town, and the) levy of taxes sufficient to pay the principal of and interest on the bonds.

) THIS IS A PROPERTY TAX INCREASE; the issuance of \$34,200,000 or bonds by the Town of Prosper, Texas, for the purpose of constructing and equipping a new library facility separate from Town Hall with any excess funds used to assist in the relocation of existing library from Town Hall, and the levy of taxes sufficient to pay the principal of and interest on the bonds.
Town of Prosper, Texas Special Election Proposition D
) THIS IS A PROPERTY TAX INCREASE; the issuance of \$24,000,000 or) bonds by the Town of Prosper, Texas, for the purpose of enhancing curren) Parks and Recreation offerings by designing, constructing, improving) equipping of parks, trails, bridges and sports fields and courts and other) recreational facilities, and the levy of taxes sufficient to pay the principal or) and interest on the bonds.
Town of Prosper, Texas Special Election Proposition E
) THIS IS A PROPERTY TAX INCREASE; the issuance of \$10,000,000 or bonds by the Town of Prosper, Texas, for the purpose of designing constructing and equipping a permanent public works and parks service center at the current service center location, and the levy of taxes sufficient to pay the principal of and interest on the bonds.
Town of Prosper, Texas Special Election Proposition F
) THIS IS A PROPERTY TAX INCREASE; the issuance of \$2,300,000 of bonds by the Town of Prosper, Texas, for the purpose of repairing, preserving and improving the three historic silos located west of the railroad tracks and to the southwest of the end of Broadway Street, and the levy of taxes sufficient to pay the principal of and interest on the bonds.

Town of Prosper, Texas Special Election Proposition C

Section 10. Compliance with State and Federal Law. In all respects, the Election shall be conducted in accordance with the Code. Pursuant to the federal Help America Vote Act ("HAVA") and the Code, at each polling place there shall be at least one voting system that is equipped for disabled individuals, and each such voting system shall be a system that has been certified by the Texas Secretary of State as compliant with HAVA and the Code. The Town hereby finds that the voting system to be used by the Elections Administrators in administering the Election is such a system, and orders that such voting equipment or other equipment certified by the Texas Secretary of State shall be used by the Town in its elections.

Section 11. Debt Obligations. The following information is provided in accordance with the provisions of Section 3.009(b) of the Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.

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- (c) The principal amount of the debt obligations to be authorized is set forth in Sections 8 and 9 hereof.
- (d) If the bonds are approved by the voters, the Council will be authorized to levy annual ad valorem taxes, on all taxable property in the Town, sufficient, within the limits prescribed by law, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds.
- (e) Based upon the bond market conditions at the date of adoption of this Ordinance, the maximum interest rate for any series of the bonds is estimated to be 5.00%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.
- (f) The bonds that are the subject of the Election shall mature serially or otherwise over a specified number of years (but not more than 40 years from their date), as prescribed by applicable Texas law, though the Town estimates that, based on current bond market conditions, such bonds will amortize over a 20-year period from their respective date of issue.
- (g) The aggregate amount of the outstanding principal of the Town's debt obligations which are secured by ad valorem taxes as of the date of this Ordinance is \$236,755,000.
- (h) The aggregate amount of the outstanding interest of the Town's debt obligations which are secured by ad valorem taxes as of the date of this Ordinance is \$85,618,791.
- (i) The ad valorem debt service tax rate for the Town as of the date of this Ordinance is \$0.180392 per \$100 of taxable assessed valuation.
- (j) The website for the Town (as the authority conducting the Election) is https://www.prospertx.gov and the website for the Counties (as the entities administering the Election) are https://www.collincountytx.gov/Elections (Collin County) and https://www.votedenton.gov (Denton County).
- **Section 12. Necessary Actions**. The Mayor, the Town Secretary, the Town Manager, the Deputy Town Manager and the Finance Director, or their designees, in consultation with the Town's Attorney and bond counsel are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein.
- **Section 13. Severability**. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the Town Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.
- **Section 14. Effective Date.** This Ordinance shall take effect immediately upon its passage and approval.

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DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS $12^{\rm TH}$ DAY OF AUGUST, 2025.

	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S. Welch, Town Attorney		
(Town Seal)		

Ordinance Calling a Bond Election

Exhibit A

Election Day Polling Places and Hours

November 4, 2025 7:00 am - 7:00 pm

Exhibit B

Early Voting Polling Locations, Dates and Hours

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, CALLING A BOND ELECTION TO BE HELD ON NOVEMBER 4, 2025, A UNIFORM ELECTION DATE; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISONS RELATING THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council (the "Council") of the Town of Prosper, Texas (the "Town") deems it advisable to call the bond election hereinafter ordered (the "Election"); and

WHEREAS, the bond referendum is held in accordance with the provisions of Chapter 1251, Texas Government Code, and various provisions of the Texas Election Code (the "Code"), including Section 42.002 of the Code, and the Town is contracting with Collin County, Texas, and Denton County, Texas (individually, a "County" and collectively, the "Counties") for the administration of the Election pursuant to separate interlocal agreements with each County (individually, an "Election Contract" and collectively, the "Election Contracts"); and

WHEREAS, the Counties, acting through each of the Collin County Elections Administrator and the Denton County Elections Administrator (individually, an "Elections Administrator" and collectively, the "Elections Administrators") in accordance with each respective Election Contract, will provide for the administration of the Election; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code;

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

Section 1. Findings. The statements contained in the preambles of this Ordinance are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Ordered; Polling Places. The Election shall be held in the Town between the hours of 7:00 a.m. and 7:00 p.m. on November 4, 2025 ("Election Day"). The Election is to be conducted by the Counties, as provided by Chapter 271, Texas Election Code (the "Code"), and the Election Contracts. On Election Day, voting for the Election shall occur during the hours stated above at the designated polling places as set forth in **Exhibit A** attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. **Exhibit A** shall be modified to include additional or different Election Day polling places required to conform to the Election Contracts and the Code.

Section 3. Early Voting. Early voting shall be administered by the Counties. Early voting by personal appearance shall begin on October 20, 2025 and conclude on October 31, 2025, and will be conducted at the Early Voting locations on the dates and at the times specified in **Exhibit B** attached hereto. The early voting polling places shall remain open during such hours for early voting by personal appearance for any registered voter of the Town at such voting place. **Exhibit B** shall be modified to include additional or different early voting polling places required to conform to the Election Contracts and the Code.

Section 4. Election Officials. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrators in accordance with the Election Contracts and the Code. The Elections Administrators may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient

tabulation of ballots at the central counting station. The Council hereby authorizes the Mayor, the Mayor Pro Tem, the Town Manager, the Deputy Town Manager, the Finance Director and the Town Secretary to execute or attest on behalf of the Town the Election Contracts with the Counties.

Section 5. Voting by Mail. Applications for voting by mail for all residents of the Town shall be submitted as follows:

- (a) Applications for voting by mail for all residents of the Town residing in Collin County shall be submitted, prior to the applicable deadline prescribed by law, by (i) personal delivery to Collin County Elections Department, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069; (ii) mail to Collin County Early Voting Clerk, Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069; (iii) by facsimile to (972) 547-1996; or (iv) by email to absenteemailballoting@collincountytx.gov. If submitted by facsimile or email, a hard copy of the application must be mailed to the foregoing address within four days of sending the facsimile or email.
- (b) Applications for voting by mail for all residents of the Town residing in Denton County shall be submitted, prior to the applicable deadline prescribed by law, by (i) personal delivery or contract carrier to Early Voting Clerk, Denton County Elections, 701 Kimberly Drive, Denton, Texas 76208; (ii) mail to Denton County Early Voting Clerk, P.O. Box 1720, Denton, Texas 76202; (iii) by facsimile to (940) 349-3201; or (iv) by email to elections@dentoncounty.gov. If submitted by facsimile or email, a hard copy of the application must be mailed to the foregoing address within four days of sending the facsimile or email.
- **Section 6.** Early Voting Ballots. An Early Voting Ballot Board shall be created to process early voting results of the Election and the Presiding Judge of the Early Voting Ballot Board shall be designated by the Elections Administrators. The Presiding Judge of the Early Voting Ballot Board shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.
- **Section 7. Qualified Voters**. All qualified electors of and residing in the Town, shall be entitled to vote at the Election.

Section 8. Propositions. At the Election the following PROPOSITIONS shall be submitted in accordance with law:

Town of Prosper, Texas Special Election Proposition A

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$92,800,000 for the purpose of designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, sidewalks, thoroughfares and related improvements in the Town, including pedestrian right of ways, related drainage, utility relocation, signalization, landscaping, lighting, and signage, and the purchase of land, any necessary rights-of-way and other costs related to such street and road projects; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition B

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$29,000,000 for the purpose of constructing, installing, acquiring and equipping additions, extensions, renovations and improvements to the police headquarters, with any surplus proceeds remaining after completion of such project to be used for the construction, acquisition, renovation and equipment of other public safety facilities in the Town; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition C

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$34,200,000 for the purpose of constructing and equipping a new library facility separate from Town Hall with any excess funds used to assist in the relocation of existing library from Town Hall; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition D

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$24,000,000 for the purpose of enhancing current Parks and Recreation offerings by designing, constructing, improving, equipping of parks, trails, bridges and sports fields and courts and other recreational facilities; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition E

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$10,000,000 for the purpose of designing, constructing and equipping a permanent public works and parks service center at the current service center location; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there

be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition F

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$2,300,000 for the purpose of repairing, preserving and improving the three historic silos located west of the railroad tracks and to the southwest of the end of Broadway Street; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Section 9. Ballots. The official ballots for the Election shall be prepared in accordance with the Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITIONS, with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

Town of Prosper, Texas Special Election Proposition A

) THIS IS A PROPERTY TAX INCREASE; the issuance of \$92,800,000 of) bonds by the Town of Prosper, Texas, for the purpose of designing,) constructing, reconstructing, improving, extending, expanding, upgrading and For) developing streets, roads, sidewalks, thoroughfares and related improvements) in the Town, including pedestrian right of ways, related drainage, utility) relocation, signalization, landscaping, lighting, and signage, and the purchase **Against**) of land, any necessary rights-of-way and other costs related to such street and) road projects, and the levy of taxes sufficient to pay the principal of and interest) on the bonds. Town of Prosper, Texas Special Election Proposition B) THIS IS A PROPERTY TAX INCREASE; the issuance of \$29,000,000 of) bonds by the Town of Prosper, Texas, for the purpose of constructing, For) installing, acquiring and equipping additions, extensions, renovations and) improvements to the police headquarters, with any surplus proceeds remaining) after completion of such project to be used for the construction, acquisition, Against) renovation and equipment of other public safety facilities in the Town, and the) levy of taxes sufficient to pay the principal of and interest on the bonds.

For Against) THIS IS A PROPERTY TAX INCREASE; the issuance of \$34,200,000 or) bonds by the Town of Prosper, Texas, for the purpose of constructing and) equipping a new library facility separate from Town Hall with any excess) funds used to assist in the relocation of existing library from Town Hall, and) the levy of taxes sufficient to pay the principal of and interest on the bonds.
	Town of Prosper, Texas Special Election Proposition D
For Against) THIS IS A PROPERTY TAX INCREASE; the issuance of \$24,000,000 or) bonds by the Town of Prosper, Texas, for the purpose of enhancing current) Parks and Recreation offerings by designing, constructing, improving) equipping of parks, trails, bridges and sports fields and courts and other) recreational facilities, and the levy of taxes sufficient to pay the principal or) and interest on the bonds.
	Town of Prosper, Texas Special Election Proposition E
For Against) THIS IS A PROPERTY TAX INCREASE; the issuance of \$10,000,000 of bonds by the Town of Prosper, Texas, for the purpose of designing constructing and equipping a permanent public works and parks service center at the current service center location, and the levy of taxes sufficient to pay the principal of and interest on the bonds.
	Town of Prosper, Texas Special Election Proposition F
For Against) THIS IS A PROPERTY TAX INCREASE; the issuance of \$2,300,000 of bonds by the Town of Prosper, Texas, for the purpose of repairing, preserving and improving the three historic silos located west of the railroad tracks and to the southwest of the end of Broadway Street, and the levy of taxes sufficient to pay the principal of and interest on the bonds.

Town of Prosper, Texas Special Election Proposition C

Section 10. Compliance with State and Federal Law. In all respects, the Election shall be conducted in accordance with the Code. Pursuant to the federal Help America Vote Act ("HAVA") and the Code, at each polling place there shall be at least one voting system that is equipped for disabled individuals, and each such voting system shall be a system that has been certified by the Texas Secretary of State as compliant with HAVA and the Code. The Town hereby finds that the voting system to be used by the Elections Administrators in administering the Election is such a system, and orders that such voting equipment or other equipment certified by the Texas Secretary of State shall be used by the Town in its elections.

Section 11. Debt Obligations. The following information is provided in accordance with the provisions of Section 3.009(b) of the Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.

- (c) The principal amount of the debt obligations to be authorized is set forth in Sections 8 and 9 hereof.
- (d) If the bonds are approved by the voters, the Council will be authorized to levy annual ad valorem taxes, on all taxable property in the Town, sufficient, within the limits prescribed by law, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds.
- (e) Based upon the bond market conditions at the date of adoption of this Ordinance, the maximum interest rate for any series of the bonds is estimated to be 5.00%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.
- (f) The bonds that are the subject of the Election shall mature serially or otherwise over a specified number of years (but not more than 40 years from their date), as prescribed by applicable Texas law, though the Town estimates that, based on current bond market conditions, such bonds will amortize over a 20-year period from their respective date of issue.
- (g) The aggregate amount of the outstanding principal of the Town's debt obligations which are secured by ad valorem taxes as of the date of this Ordinance is \$236,755,000.
- (h) The aggregate amount of the outstanding interest of the Town's debt obligations which are secured by ad valorem taxes as of the date of this Ordinance is \$85,618,791.
- (i) The ad valorem debt service tax rate for the Town as of the date of this Ordinance is \$0.180392 per \$100 of taxable assessed valuation.
- (j) The website for the Town (as the authority conducting the Election) is https://www.prospertx.gov and the website for the Counties (as the entities administering the Election) are https://www.collincountytx.gov/Elections (Collin County) and https://www.votedenton.gov (Denton County).
- **Section 12. Necessary Actions**. The Mayor, the Town Secretary, the Town Manager, the Deputy Town Manager and the Finance Director, or their designees, in consultation with the Town's Attorney and bond counsel are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein.
- **Section 13. Severability**. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the Town Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.
- **Section 14. Effective Date.** This Ordinance shall take effect immediately upon its passage and approval.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS $12^{\rm TH}$ DAY OF AUGUST, 2025.

	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S. Welch, Town Attorney		
•		
(Town Seal)		

Ordinance Calling a Bond Election

Exhibit A

Election Day Polling Places and Hours

November 4, 2025 7:00 am - 7:00 pm

Exhibit B

Early Voting Polling Locations, Dates and Hours

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, CALLING A BOND ELECTION TO BE HELD ON NOVEMBER 4, 2025, A UNIFORM ELECTION DATE; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISONS RELATING THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council (the "Council") of the Town of Prosper, Texas (the "Town") deems it advisable to call the bond election hereinafter ordered (the "Election"); and

WHEREAS, the bond referendum is held in accordance with the provisions of Chapter 1251, Texas Government Code, and various provisions of the Texas Election Code (the "Code"), including Section 42.002 of the Code, and the Town is contracting with Collin County, Texas, and Denton County, Texas (individually, a "County" and collectively, the "Counties") for the administration of the Election pursuant to separate interlocal agreements with each County (individually, an "Election Contract" and collectively, the "Election Contracts"); and

WHEREAS, the Counties, acting through each of the Collin County Elections Administrator and the Denton County Elections Administrator (individually, an "Elections Administrator" and collectively, the "Elections Administrators") in accordance with each respective Election Contract, will provide for the administration of the Election; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code;

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

Section 1. Findings. The statements contained in the preambles of this Ordinance are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Ordered; Polling Places. The Election shall be held in the Town between the hours of 7:00 a.m. and 7:00 p.m. on November 4, 2025 ("Election Day"). The Election is to be conducted by the Counties, as provided by Chapter 271, Texas Election Code (the "Code"), and the Election Contracts. On Election Day, voting for the Election shall occur during the hours stated above at the designated polling places as set forth in **Exhibit A** attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. **Exhibit A** shall be modified to include additional or different Election Day polling places required to conform to the Election Contracts and the Code.

Section 3. Early Voting. Early voting shall be administered by the Counties. Early voting by personal appearance shall begin on October 20, 2025 and conclude on October 31, 2025, and will be conducted at the Early Voting locations on the dates and at the times specified in **Exhibit B** attached hereto. The early voting polling places shall remain open during such hours for early voting by personal appearance for any registered voter of the Town at such voting place. **Exhibit B** shall be modified to include additional or different early voting polling places required to conform to the Election Contracts and the Code.

Section 4. Election Officials. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrators in accordance with the Election Contracts and the Code. The Elections Administrators may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient

tabulation of ballots at the central counting station. The Council hereby authorizes the Mayor, the Mayor Pro Tem, the Town Manager, the Deputy Town Manager, the Finance Director and the Town Secretary to execute or attest on behalf of the Town the Election Contracts with the Counties.

Section 5. Voting by Mail. Applications for voting by mail for all residents of the Town shall be submitted as follows:

- (a) Applications for voting by mail for all residents of the Town residing in Collin County shall be submitted, prior to the applicable deadline prescribed by law, by (i) personal delivery to Collin County Elections Department, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069; (ii) mail to Collin County Early Voting Clerk, Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069; (iii) by facsimile to (972) 547-1996; or (iv) by email to absenteemailballoting@collincountytx.gov. If submitted by facsimile or email, a hard copy of the application must be mailed to the foregoing address within four days of sending the facsimile or email.
- (b) Applications for voting by mail for all residents of the Town residing in Denton County shall be submitted, prior to the applicable deadline prescribed by law, by (i) personal delivery or contract carrier to Early Voting Clerk, Denton County Elections, 701 Kimberly Drive, Denton, Texas 76208; (ii) mail to Denton County Early Voting Clerk, P.O. Box 1720, Denton, Texas 76202; (iii) by facsimile to (940) 349-3201; or (iv) by email to elections@dentoncounty.gov. If submitted by facsimile or email, a hard copy of the application must be mailed to the foregoing address within four days of sending the facsimile or email.
- **Section 6.** Early Voting Ballots. An Early Voting Ballot Board shall be created to process early voting results of the Election and the Presiding Judge of the Early Voting Ballot Board shall be designated by the Elections Administrators. The Presiding Judge of the Early Voting Ballot Board shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.
- **Section 7. Qualified Voters**. All qualified electors of and residing in the Town, shall be entitled to vote at the Election.

Section 8. Propositions. At the Election the following PROPOSITIONS shall be submitted in accordance with law:

Town of Prosper, Texas Special Election Proposition A

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$92,800,000 for the purpose of designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, sidewalks, thoroughfares and related improvements in the Town, including pedestrian right of ways, related drainage, utility relocation, signalization, landscaping, lighting, and signage, and the purchase of land, any necessary rights-of-way and other costs related to such street and road projects; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition B

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$29,000,000 for the purpose of constructing, installing, acquiring and equipping additions, extensions, renovations and improvements to the police headquarters, with any surplus proceeds remaining after completion of such project to be used for the construction, acquisition, renovation and equipment of other public safety facilities in the Town; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition C

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$34,200,000 for the purpose of constructing and equipping a new library facility separate from Town Hall with any excess funds used to assist in the relocation of existing library from Town Hall; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition D

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$24,000,000 for the purpose of enhancing current Parks and Recreation offerings by designing, constructing, improving, equipping of parks, trails, bridges and sports fields and courts and other recreational facilities; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Town of Prosper, Texas Special Election Proposition E

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue and sell the bonds of said Town, in one or more series or issues, in the aggregate principal amount of \$10,000,000 for the purpose of designing, constructing and equipping a permanent public works and parks service center at the current service center location; with said bonds to be issued in one or more series or issues, to mature, bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the Town Council in its discretion shall determine; and shall there

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be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said Town in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Section 9. Ballots. The official ballots for the Election shall be prepared in accordance with the Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITIONS, with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

Town of Prosper, Texas Special Election Proposition A) THIS IS A PROPERTY TAX INCREASE; the issuance of \$92,800,000 of) bonds by the Town of Prosper, Texas, for the purpose of designing,) constructing, reconstructing, improving, extending, expanding, upgrading and For) developing streets, roads, sidewalks, thoroughfares and related improvements) in the Town, including pedestrian right of ways, related drainage, utility) relocation, signalization, landscaping, lighting, and signage, and the purchase Against) of land, any necessary rights-of-way and other costs related to such street and) road projects, and the levy of taxes sufficient to pay the principal of and interest) on the bonds. Town of Prosper, Texas Special Election Proposition B) THIS IS A PROPERTY TAX INCREASE; the issuance of \$29,000,000 of) bonds by the Town of Prosper, Texas, for the purpose of constructing, For) installing, acquiring and equipping additions, extensions, renovations and) improvements to the police headquarters, with any surplus proceeds remaining) after completion of such project to be used for the construction, acquisition, **Against**) renovation and equipment of other public safety facilities in the Town, and the) levy of taxes sufficient to pay the principal of and interest on the bonds. Town of Prosper, Texas Special Election Proposition C) THIS IS A PROPERTY TAX INCREASE; the issuance of \$34,200,000 of For) bonds by the Town of Prosper, Texas, for the purpose of constructing and) equipping a new library facility separate from Town Hall with any excess Against) funds used to assist in the relocation of existing library from Town Hall, and) the levy of taxes sufficient to pay the principal of and interest on the bonds. Town of Prosper, Texas Special Election Proposition D) THIS IS A PROPERTY TAX INCREASE; the issuance of \$24,000,000 of) bonds by the Town of Prosper, Texas, for the purpose of enhancing current For) Parks and Recreation offerings by designing, constructing, improving,) equipping of parks, trails, bridges and sports fields and courts and other Against) recreational facilities, and the levy of taxes sufficient to pay the principal of) and interest on the bonds.

Town of Prosper, Texas Special Election Proposition E

) THI	S IS A PROPERTY	Y TAX INCREA	ASE; the issuar	nce of \$10,0	000,000 of
For) bond	s by the Town of	of Prosper, Tex	as, for the p	urpose of	designing,
) cons	tructing and equipp	ing a permanent p	public works a	nd parks ser	vice center
Against) at th	e current service cer	nter location, and	the levy of tax	es sufficient	to pay the
) princ	ipal of and interest	on the bonds.			

Section 10. Compliance with State and Federal Law. In all respects, the Election shall be conducted in accordance with the Code. Pursuant to the federal Help America Vote Act ("HAVA") and the Code, at each polling place there shall be at least one voting system that is equipped for disabled individuals, and each such voting system shall be a system that has been certified by the Texas Secretary of State as compliant with HAVA and the Code. The Town hereby finds that the voting system to be used by the Elections Administrators in administering the Election is such a system, and orders that such voting equipment or other equipment certified by the Texas Secretary of State shall be used by the Town in its elections.

Section 11. Debt Obligations. The following information is provided in accordance with the provisions of Section 3.009(b) of the Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.
- (c) The principal amount of the debt obligations to be authorized is set forth in Sections 8 and 9 hereof.
- (d) If the bonds are approved by the voters, the Council will be authorized to levy annual ad valorem taxes, on all taxable property in the Town, sufficient, within the limits prescribed by law, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds.
- (e) Based upon the bond market conditions at the date of adoption of this Ordinance, the maximum interest rate for any series of the bonds is estimated to be 5.00%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.
- (f) The bonds that are the subject of the Election shall mature serially or otherwise over a specified number of years (but not more than 40 years from their date), as prescribed by applicable Texas law, though the Town estimates that, based on current bond market conditions, such bonds will amortize over a 20-year period from their respective date of issue.
- (g) The aggregate amount of the outstanding principal of the Town's debt obligations which are secured by ad valorem taxes as of the date of this Ordinance is \$236,755,000.
- (h) The aggregate amount of the outstanding interest of the Town's debt obligations which are secured by ad valorem taxes as of the date of this Ordinance is \$85,618,791.
- (i) The ad valorem debt service tax rate for the Town as of the date of this Ordinance is \$0.180392 per \$100 of taxable assessed valuation.

(j) The website for the Town (as the authority conducting the Election) is https://www.prospertx.gov and the website for the Counties (as the entities administering the Election) are https://www.collincountytx.gov/Elections (Collin County) and https://www.votedenton.gov (Denton County).

Section 12. Necessary Actions. The Mayor, the Town Secretary, the Town Manager, the Deputy Town Manager and the Finance Director, or their designees, in consultation with the Town's Attorney and bond counsel are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein.

Section 13. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the Town Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date. This Ordinance shall take effect immediately upon its passage and approval.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS $12^{\rm TH}$ DAY OF AUGUST, 2025.

	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S. Welch, Town Attorney		
(Town Seal)		

Ordinance Calling a Bond Election

Exhibit A

Election Day Polling Places and Hours

November 4, 2025 7:00 am - 7:00 pm

Exhibit B

Early Voting Polling Locations, Dates and Hours



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Preliminary FY 2025-2026 Budget

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Discuss and consider submission of the Preliminary Fiscal Year 2025-2026 Budget. (CL)

Description of Agenda Item:

In accordance with Town Charter, the referenced documentation completes the Town Manager's submission of the Preliminary Budget and Budget Message for Fiscal Year 2025-2026. The FY 2025-2026 Preliminary Budget, including the Budget Message from the Town Manager, was submitted to the Town Council under separate cover.

Town Staff Recommendation:

Town staff has submitted the FY 2025-2026 Preliminary Budget and Budget Message under separate cover to the Town Council for review.



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: No-New-Revenue & Voter-Approval Tax Rates

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon accepting submission of the tax year 2025, fiscal year 2025-2026, no-new-revenue tax rate of \$0.482348 per \$100 taxable value, voter-approval tax rate of \$0.505000 per \$100 taxable value, and preliminary property tax rate of \$0.505000 per \$100 taxable value.

Description of Agenda Item:

State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their no-new-revenue and voter-approval tax rates and the notice-and-hearing limit for the upcoming fiscal year. The no-new-revenue rate will produce the same amount of tax revenue if applied to the same properties in both years. The voter-approval rate is the highest tax rate the Town can set without holding an election to seek voter approval of the rate.

All taxing units that levied property taxes in tax year 2024, fiscal year 2024-2025, and intend to levy them in tax year 2025, fiscal year 2025-2026, must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate is intended to enable the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval tax rate is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 3.5 percent of the prior year's operating and maintenance money, plus the necessary debt rate.

State law also requires municipalities to publish the no-new-revenue tax rate and a voter-approval tax rate, and to hold one public hearing if the proposed tax rate exceeds the lower of the no-new-revenue or voter-approval tax rate. Because the Town's preliminary tax rate of \$0.505000 is higher

Item 14.

Attached Documents:

1. 2025 Tax Rate Calculation Worksheet

Town Staff Recommendation:

Town Staff recommends that the Town Council accept the submission of the tax year 2025, fiscal year 2025-2026, no-new-revenue tax rate of \$0.482348 per \$100 taxable value, voter-approval tax rate of \$0.505000 per \$100 taxable value, and preliminary property tax rate of \$0.505000 per \$100 taxable value.

Proposed Motion:

I move to accept the submission of the tax year 2025 no-new-revenue tax rate of \$0.482348 per \$100 taxable value, voter-approval tax rate of \$0.505000 per \$100 taxable value, and preliminary property tax rate of \$0.505000 per \$100 taxable value.

2025 Tax Rate Calculation Worksheet Taxing Units Other Than School Districts or Water Districts

Form 50

Item 14.

Town of Prosper	972-346-2640	
Faxing Unit Name	Phone (area code and number)	
250 W. First Street, Prosper, TX 75078	www.prospertx.gov	
Taxing Unit's Address, City, State, ZIP Code Taxing Unit's Website Address		

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements or Comptroller Form 50-884 Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts or Comptroller Form 50-860 Developed Water District Voter-Approval Tax Rate Worksheet.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ _10,308,950,425
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$_868,551,225
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$_9,440,399,200
4.	Prior year total adopted tax rate.	\$ <u>0.505000</u> /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.	
	A. Original prior year ARB values: \$ 367,562,767	
	B. Prior year values resulting from final court decisions: - \$ \frac{353,046,749}{}	
	C. Prior year value loss. Subtract B from A. ³	\$_14,516,018
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$\frac{147,024,191}{25}\$ B. Prior year disputed value: -\$\frac{18,335,602}{25}\$	
	C. Prior year undisputed value. Subtract B from A. 4	\$_128,688,589
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ _143,204,607

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Item 14 No-New-Revenue Tax Rate Worksheet Line Amoun 8. Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7. \$ 9,583,603,807 Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in 9. deannexed territory. 5 _{\$} 0 10. Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. \$ 8,330,481 A. Absolute exemptions. Use prior year market value: **B.** Partial exemptions. Current year exemption amount or current year percentage exemption + \$ 56,850,276 C. Value loss. Add A and B. 6 s 65,180,757 Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: B. Current year productivity or special appraised value: C. Value loss. Subtract B from A. 7 12. Total adjustments for lost value. Add Lines 9, 10C and 11C. s 65,180,757 13. Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. 8 If the taxing unit has no captured appraised value in line 18D, enter 0. \$ 271,482,181 14. Prior year total value. Subtract Line 12 and Line 13 from Line 8. \$ 9,246,940,869 15. Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100. s 46,697,051 16. Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. 9 s 433,892 17. Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. 10 \$ 47,130,943 Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified 18. estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. 11 s 11,051,272,709 Certified values: B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office: C. Pollution control and energy storage system exemption: Deduct the value of property exempted - \$ O for the current tax year for the first time as pollution control or energy storage system property:..... Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment

Total current year value. Add A and B, then subtract C and D.

\$ 10,774,693,845

⁵ Tex. Tax Code §26.012(15)

⁶ Tex. Tax Code §26.012(15)

⁷ Tex. Tax Code §26.012(15)

Tex. Tax Code §26.03(c)

⁹ Tex. Tax Code §26.012(13)

¹⁰ Tex. Tax Code §26.012(13)

¹¹ Tex. Tax Code §26.012, 26.04(c-2)

¹² Tex. Tax Code §26.03(c)

SECTION 2: Voter Approval Tax Rate

Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. 20

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. 21

- Maintenance and Operations (M&O) Tax Rate: The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$_0.324608/\$100
29.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the No-New-Revenue Tax Rate Worksheet.	\$ <u>9,583,603,807</u>

¹³ Tex. Tax Code §26.01(c) and (d)

26.

ς 0.482348

/\$100

/\$100

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

2025 Tax Rate Calculation Worksheet - Taxing Units Other Than School Districts or Water Districts Form 50-856 Item 14 **Voter-Approval Tax Rate Worksheet** Line Amoun 30. Total prior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100. \$ 31,109,144 Adjusted prior year levy for calculating NNR M&O rate. 31. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not + \$ 282,780 include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year..... Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in _ \$ 987,586 Line 18D, enter 0. **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if ş -704,806 discontinuing function and add if receiving function..... E. Add Line 30 to 31D. \$ 30,404,338 32. Adjusted current year taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet. \$ 9,771,132,805 33. Current year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100. s 0.311164 34. Rate adjustment for state criminal justice mandate. 23 Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. **Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received _ \$ ⁰ \$ 0.000000 Subtract B from A and divide by Line 32 and multiply by \$100..... /\$100 Enter the rate calculated in C. If not applicable, enter 0. s 0.000000 /\$100 Rate adjustment for indigent health care expenditures. 24 35. **Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received \$_0 for the same purpose..... Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose.....

C.

D.

\$ 0.000000

/\$100

\$ 0.000000

Subtract B from A and divide by Line 32 and multiply by \$100.....

Enter the rate calculated in C. If not applicable, enter 0.

/\$100

^{22 [}Reserved for expansion]

²³ Tex. Tax Code §26.044

²⁴ Tex. Tax Code §26.0441

Line		Voter-Approval Tax Rate Worksheet		Amount	Item 14.
36.	Rate ac	justment for county indigent defense compensation. 25			
	А.	Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending of June 30, of the current tax year, less any state grants received by the county for the same purpose	n \$_0		
	В.	Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose	\$_0		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0.000000 /\$100		
	D.	Multiply B by 0.05 and divide by Line 32 and multiply by \$100	\$ 0.000000 /\$100		
	E.	Enter the lesser of C and D. If not applicable, enter 0.		\$_0.000000	/\$100
37.	Rate ac	justment for county hospital expenditures. ²⁶			
	A.	Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	\$ <u>0</u>		
	В.	Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024.	\$ <u>0</u>		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100.	\$ <u>0.000000</u> /\$100		
	D.	Multiply B by 0.08 and divide by Line 32 and multiply by \$100	\$ 0.000000 /\$100		
	E.	Enter the lesser of C and D, if applicable. If not applicable, enter 0.		\$_0.000000	/\$100
38.	for the	justment for defunding municipality. This adjustment only applies to a municipality that is considered to be a current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to ion of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section.	municipalities with a		
	A.	Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	\$ 0		
	В.	Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	\$_0		
	C.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0.000000 /\$100		
	D.	Enter the rate calculated in C. If not applicable, enter 0.		\$_0.000000	/\$100
39.	Adjuste	d current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.		\$ 0.311164	/\$100
40.	addition	nent for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that could sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax of section 3. Other taxing units, enter zero.	•		
	A.	Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$_0		
	В.	Divide Line 40A by Line 32 and multiply by \$100	\$ 0.000000 /\$100		
	C.	Add Line 40B to Line 39.		\$ <u>0.311164</u>	/\$100
41.		year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.			
	Spe - or	cial Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08			
	Oth	er Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.		s 0.322054	/\$100

²⁵ Tex. Tax Code §26.0442 ²⁶ Tex. Tax Code §26.0443

2025 Tax Rate Calculation Worksheet - Taxing Units Other Than School Districts or Water Districts Form 50-856 Item 14 **Voter-Approval Tax Rate Worksheet** Line Amour D41. Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41). \$ 0.000000 /\$100 42. Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. 28 \$ 19,695,302 Enter debt amount B. Subtract unencumbered fund amount used to reduce total debt. C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) _ \$ O D. Subtract amount paid from other resources..... **E.** Adjusted debt. Subtract B, C and D from A. \$ 19,695,302 43. Certified prior year excess debt collections. Enter the amount certified by the collector. 29 \$ 431,155 44. Adjusted current year debt. Subtract Line 43 from Line 42E. \$ 19,264,147 Current year anticipated collection rate. 45. Enter the current year anticipated collection rate certified by the collector. 30..... 100.00 % 99.10 Enter the prior year actual collection rate..... B. % Enter the 2023 actual collection rate. 103.70 C. % 103.75 D. Enter the 2022 actual collection rate. % If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. 31 100.00 46. Current year debt adjusted for collections. Divide Line 44 by Line 45E. \$ 19,264,147 47. Current year total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet. \$ 10,529,913,043 Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100. 48. 5 0.182946 /\$100 49. Current year voter-approval M&O rate plus current year debt rate. Add Lines 41 and 48. \$ 0.505000 /\$100

D49.

Add Line D41 and 48.

s 0.000000

Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the

taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41.

/\$100

²⁷ Tex. Tax Code §26.042(a)

²⁸ Tex. Tax Code §26.012(7)

²⁹ Tex. Tax Code §26.012(10) and 26.04(b)

³⁰ Tex. Tax Code §26.04(b)

³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount	Item 14.
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval		
	tax rate.	\$_0.000000	/\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage.	
	Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$_0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³	
	Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. 34 - or -	
	Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ <u>0</u>
53.	Current year total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$_10,529,913,043
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$_0.000000 _/\$100
55.	Current year NNR tax rate, unadjusted for sales tax. Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.482348</u> /\$100
56.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.482348 /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.505000 /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>0.505000</u> /\$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ <u>0</u>
60.	Current year total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$ 10,529,913,043
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ <u>0.000000</u> /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d) 38 Tex. Tax Code §26.045(i)

Fo<u>rm 50-856</u>

Lin	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount	Item 14.	
62	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$_0.505000	/\$100	

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. 39 The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. 40

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; 41
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); 42 or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. 43

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. 44

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value	
	A. Voter-approval tax rate (Line 68). B. Unused increment rate (Line 67). C. Subtract B from A. D. Adopted Tax Rate. E. Subtract D from C. F. 2024 Total Taxable Value (Line 60).	\$\frac{0.522075}{0.017075} \frac{\\$100}{0.017075} \frac{\\$100}{0.505000} \frac{\\$100}{0.505000} \frac{\\$100}{0.000000} \frac{\\$100}{0.0000000} \frac{\\$100}{0.000000} \frac{\\$100}{0.0000000} \frac{\\$100}{0.0000000} \frac{\\$100}{0.0000000} \frac{\\$100}{0
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$_0
64.	Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67). B. Unused increment rate (Line 66). C. Subtract B from A. D. Adopted Tax Rate. E. Subtract D from C. F. 2023 Total Taxable Value (Line 60). G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0.510000 /\$100 \$ 0.017336 /\$100 \$ 0.492664 /\$100 \$ 0.510000 /\$100 \$ -0.017336 /\$100 \$ 8,140,263,860 \$ 0
65.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value	
	A. Voter-approval tax rate (Line 67). B. Unused increment rate (Line 66). C. Subtract B from A. D. Adopted Tax Rate. E. Subtract D from C. F. 2022 Total Taxable Value (Line 60). G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$\frac{0.527336}{0.043161} \frac{\\$100}{\\$100}\$ \$\frac{0.043161}{0.484175} \frac{\\$100}{\\$100}\$ \$\frac{0.510000}{0.510000} \frac{\\$100}{\\$100}\$ \$\frac{-0.025825}{6,621,990,520}\$ \$\frac{0}{0.025825} \frac{\\$100}{\\$100}\$
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$ <u>0</u> _/\$100
67.	2025 Unused Increment Rate. Divide Line 66 by Line 21 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ <u>0.000000</u> /\$100
68.	Total 2025 voter-approval tax rate, including the unused increment rate. Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ <u>0.505000</u> /\$100

³⁹ Tex. Tax Code §26.013(b)

⁴⁰ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴¹ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a) ⁴² Tex. Tax Code §§26.0501(a) and (c)

⁴³ Tex. Local Gov't Code §120.007(d) 44 Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

Item 14

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit. 45 This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. 46

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the Voter-Approval Tax Rate Worksheet.	\$ <u>0.311164</u> /\$100
70.	Current year total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$ <u>10,529,913,043</u>
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$
72.	Current year debt rate. Enter the rate from Line 48 of the Voter-Approval Tax Rate Worksheet.	\$_0.182946/\$100
73.	De minimis rate. Add Lines 69, 71 and 72.	\$ <u>0.000000</u> /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁷

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. 48

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	2024 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.505000</u> _/\$100
75.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. 49	
	If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.	
	- or - If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁰ Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or -	
	If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ <u>0.000000</u> /\$100
76.	Increase in 2024 tax rate due to disaster. Subtract Line 75 from Line 74.	\$ <u>0.000000</u> /\$100
77.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the No-New-Revenue Tax Rate Worksheet.	\$ 9,246,940,869
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$ <u>0</u>
79.	Adjusted 2024 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	\$ 9,771,132,805
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. 50	\$ <u>0.000000</u> /\$100

⁴⁵ Tex. Tax Code §26.012(8-a)

⁴⁶ Tex. Tax Code §26.063(a)(1)

⁴⁷ Tex. Tax Code §26.042(b)

⁴⁸ Tex. Tax Code §26.042(f)

⁴⁹ Tex. Tax Code §26.042(c)

⁵⁰ Tex. Tax Code §26.042(b)

202	5 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts	For	m 50-856
Line	Emergency Revenue Rate Worksheet	Amount	Item 14.
81.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ <u>0.505000</u>	/\$100
SEC	TION 8: Total Tax Rate		
Indica	te the applicable total tax rates as calculated above.		
	No-new-revenue tax rate. As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 26	\$ <u>0.482348</u>	/\$100
i I	Voter-approval tax rate As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue). Indicate the line number used: 49	\$ <u>0.505000</u>	/\$100
	De minimis rate. f applicable, enter the current year de minimis rate from Line 73.	\$_0.000000	/\$100
SEC	TION 9: Taxing Unit Representative Name and Signature		
emplo	the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the page of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified attended to the tax below the taxing unit's certified attended to the tax below		
prii her			
	Printed Name of Taxing Unit Representative		

8/06/2025

Date



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Consider and act upon a proposed FY 2025-2026 property tax rate

Town Council Meeting - August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a proposed FY 2025-2026 property tax rate. (CL)

Description of Agenda Item:

This agenda item is to set the proposed tax rate to publish for consideration. According to Section 26.05(d) of the Property Tax Code, the Town is required to hold one public hearing and publish a newspaper ad <u>if</u> proposing to consider a tax rate that exceeds the no-new-revenue rate or voter-approval rate, whichever is lower. The rate the Town finally adopts *can be lower* than the proposed and published rate, but *it cannot exceed* it without undergoing the required posting requirements and timeframes. **This item requires a record vote**.

Budget Impact:

Cost to publish the notice is budgeted, if required.

Town Staff Recommendation:

Town Staff recommend that the Town Council propose a rate of \$0.505 per \$100 in valuation.

If making your motion according to staff's recommendation, please use the following:

Proposed Motion:

I move to place a proposal to adopt a FY 2025-2026 tax rate of fifty and a half cents (\$0.505) per one hundred dollars (\$100) of valuation on the September 9, 2025, Town Council Agenda.



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Scheduling a Public Hearing on the FY 2025-2026 Proposed Budget

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon scheduling a Public Hearing on the FY 2025-2026 Proposed Budget. (CL)

Description of Agenda Item:

Chapter 102 of the Texas Local Government Code requires the Town to hold a public hearing on the proposed budget and publish the notice for this meeting in addition to the notice required under Truth in Taxation guidelines.

September 9 is a regular meeting date of the Town Council. This date meets the Public Hearing requirements of the Local Government Code. Given the timelines for publishing in the Prosper Press, staff will be submitting the notice of the public hearings on the proposed budget to print in the August 29 Frisco Enterprise.

Budget Impact:

Funding to cover the cost to publish the notice is budgeted in the Town Secretary's office. Legal Notices 11011010-56750.

Town Staff Recommendation:

Town Staff recommend that the Town Council schedule a Public Hearing on the FY 2025-2026 Proposed Budget for September 9, 2025.

Proposed Motion:

I move to schedule a Public Hearing on the FY 2025-2026 Proposed Budget for September 9, 2025, at 6:15 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W First St, Prosper, TX.

TOWN OF PROSPER NOTICE OF PUBLIC HEARING

Notice is hereby given that the Prosper Town Council will conduct one Public Hearing on the proposed Fiscal Year 2025-2026 Town of Prosper Annual Budget. The Public Hearing will be held at a Regular Meeting on **Tuesday, September 9, 2025, at 6:15 p.m.** in the Council Chambers of Prosper Town Hall, 250 W. First Street, Prosper, Texas.

This budget will raise more total property taxes than last year's budget by \$5,715,955, or 12.04%, and of that amount, \$3,831,840 is tax revenue to be raised from new property added to the tax roll this year.

Anyone wishing to speak either FOR or AGAINST the proposed Fiscal Year 2025-2026 Annual Budget is invited to attend the Public Hearing and voice his/her opinion.

For further information, contact the Finance Director, Town of Prosper, 250 W. First Street, Prosper, Texas, or by telephoning 972-569-1009.

/s/ Michelle Lewis Sirianni, Town Secretary

(To be published in the Frisco Enterprise on Friday, August 29, 2025)



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Scheduling a Public Hearing on the proposed Fiscal Year 2025-2026 Tax

Rate

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon scheduling a Public Hearing on the proposed Fiscal Year 2025-2026 tax rate.

Description of Agenda Item:

Section 26.05(d) of the Texas Property Tax Code requires taxing entities to hold one public hearing and publish newspaper ads before adopting a tax rate that exceeds the lower of the voter-approval tax rate (\$0.505000) or the no-new-revenue tax rate (\$0.482348). The Town is proposing a tax rate of \$0.505000 per \$100 of valuation.

Section 26.06(d) of the Texas Property Tax Code states the governing body may vote on the proposed tax rate at the public hearing. If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time, and place of the meeting at which it will vote on the proposed tax rate.

Section 26.06(e) of the Texas Property Tax Code states that a meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing. Due to this limitation, we are requesting to hold the public hearing and vote on the tax rate on September 9, which is a regular meeting date of the Town Council. A hearing on this date satisfies tax code requirements.

Budget Impact:

There is no budgetary impact affiliated with this item.

Town Staff Recommendation:

Town Staff recommend that the Town Council schedule a public hearing on the proposed tax rate for September 9, 2025.

Proposed Motion:

I move to set the Public Hearing on the proposed tax rate for September 9, 2025, at 6:15 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W. First St, Prosper, TX.



ENGINEERING SERVICES

To: Mayor and Town Council

From: Dan Heischman, P.E., Assistant Director of Engineering Services

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

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

Re: Public Hearing – Impact Fee Update

Town Council Meeting – August 12, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Conduct a Public Hearing to receive public comments concerning the amendment of the land use assumptions and capital improvements plan, and the imposition of an impact fee for water, wastewater, and roadway utilities.

Description of Agenda Item:

On February 28, 2017, the Town Council adopted an ordinance updating the Town's land use assumptions (LUA), capital improvement plan (CIP), and water, wastewater and roadway impact fees. Section 395 of the Texas Local Government Code (TxLGC) requires any political subdivision imposing an impact fee to update the land use assumptions and the capital improvement plan at least every five years. The TxLGC also sets forth a number of requirements regarding the adoption of the LUA, CIP, and impact fees.

The CIP must be based on a set of adopted LUA, which include a description of the service area and projections of changes in land use densities, intensities and population in the service area over at least a ten-year period. The four basic components of the LUA include a description of the existing conditions, service area determination, ten-year growth projections, and ultimate growth projections at build-out. Once the LUA has been completed, the CIP is then prepared by a registered professional engineer in accordance with Section 395.014 of the TxLGC and includes:

- an assessment of existing capital facilities;
- total capacity and current levels of usage;
- a description of each type facility and associated costs for improvements necessitated by and attributable to new development based on the LUA;
- determination of a service unit and consumption, discharge, or use of facility by service unit;
- total number of projected service units based on the LUA;
- the projected demand for capital improvement over the next ten years;

Item 18.

- an equivalency table establishing the ratio of a service unit to various types of land uses;
 and
- a plan for awarding a credit per one of the options listed in Section 395.014 of the TxLGC.

Once the LUA and CIP are complete, a registered professional engineer must perform an impact fee analysis in accordance to Section 395 of the TxLGC and determine a maximum impact fee per service unit.

On February 14, 2023, the Town Council approved a professional services agreement between the Town of Prosper and Freese & Nichols, Inc. regarding the update of the Town's Water, Wastewater and Roadway Impact Fees. Section 395 of the TxLGC requires the Town Council to appoint a Capital Improvements Advisory Committee (CIAC) to serve in an advisory capacity to the Council. On March 12, 2024, the Town Council appointed the following members to the CIAC:

- 1. Glen Blanscet (Planning & Zoning Commission)
- 2. Josh Carson (Planning & Zoning Commission)
- 3. Brandon Daniel (Planning & Zoning Commission)
- 4. Matt Furay (Planning & Zoning Commission)
- 5. John Hamilton (Planning & Zoning Commission)
- 6. Sekou Harris (Planning & Zoning Commission)
- 7. Damon Jackson (Planning & Zoning Commission)
- 8. Tanner Andregg (ETJ Representative)

Freese & Nichols, Inc. has completed an update to the Town's LUA and CIP, has performed an impact fee analysis, and has determined the maximum impact fee per service unit for water, wastewater, and roadways. The impact fee study performed by Freese & Nichols, Inc. is attached. The CIAC has reviewed the LUA, CIP, and impact fees for water, wastewater, and roadways and provided a recommendation which is also attached.

Budget Impact:

The amount of impact fees assessed and collected directly impacts the amount of funds the Town is able to use to offset the cost of capital improvements.

Legal Obligations and Review:

The impact fee update process has been performed in accordance with Section 395 of the TxLGC.

Attached Documents:

- 1. Impact Fee Study performed by Freese & Nichols, Inc.
- 2. CIAC Recommendation Letter
- 3. Impact Fee Update PowerPoint presentation by Freese & Nichols, Inc.

Town Staff Recommendation:

Town staff recommends that the Town Council hold a public hearing to receive public comment concerning the amendment of the LUA and CIP, and the imposition of an impact fee for water, wastewater and roadway utilities. Town staff also recommends that the Town Council provide direction to Town staff regarding the amount of the impact fee per service unit for water, wastewater, and roadways. In the next 30 days, Town staff recommends that the Town Council approve an amendment to the Town's impact fee ordinance, including the updated LUA and CIP.



Innovative approaches
Practical results
Outstanding service







Water, Wastewater, and Roadway Impact Fee Report

July 2025

Prepared for:

Town of Prosper



Prepared by:

FREESE AND NICHOLS, INC. 12770 Merit Drive, Suite 900 Dallas, Texas 75251 214-217-2200

FNI Project Number: PRP23229



Innovative approaches
Practical results
Outstanding service

Water, Wastewater, and Roadway Impact Fee Report

Prepared for:

Town of Prosper

DRAFT

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FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING

FIRM F- 2144

DRAFT

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FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F- 2144

Prepared by:

FREESE AND NICHOLS, INC. 12770 Merit Drive, Suite 900 Dallas, Texas 75251 214-217-2200

FNI Project Number: PRP23229

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Town of Prosper

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EXECUTIVE SUMMARY

The purpose of this report is to present the methodology used in the development and calculation of water, wastewater, and roadway impact fees for the Town of Prosper. The methodology used herein satisfies the requirements of the Texas Local Government Code Chapter 395 for the establishment of impact fees. Texas Local Government Code Chapter 395 requires an impact fee analysis before impact fees are set. Chapter 395 requires that land use assumptions and capital improvements plans be updated at least every five years, and the Town of Prosper last performed an impact fee analysis in 2017.

Maximum Allowable Water Impact Fee

The cost of water capital improvements to serve development projected to occur between 2023 and 2033 is \$102,611,265. A 4.0% interest rate was used to calculate financing costs. The increase in the number of service units due to growth over the next ten years is projected as 11,454 service units. The maximum allowable water impact fee with the credit is \$5,969 per service unit. The maximum allowable water impact fee calculation is summarized as follows:

Water Impact Fee:

Impact Fee Eligible Capital Improvements Costs	\$102,611,265
Financing Costs	\$34,131,730
Total Eligible Costs	\$136,742,995
Growth in Service Units	11,454

Maximum Water Impact Fee = Total Eligible Costs/Growth in Service Units

= \$136,742,995/11,454

= \$11,938 per Service Unit

Maximum Allowable Water Impact Fee = Maximum Impact Fee - Credit (50%)

= \$11,938 - \$5,969

= \$5,969 per Service Unit

Maximum Allowable Wastewater Impact Fee

The cost of wastewater system capital improvements to serve development projected to occur between 2023 and 2033 is \$144,769,681. A 4.0% interest rate was used to calculate financing costs. The increase in the number of service units due to growth over the next ten years is projected as 11,454 service units. The maximum allowable wastewater impact fee with the credit is \$8,421 per service unit. The maximum allowable wastewater impact fee calculation is summarized as follows:

Wastewater Impact Fee:

Impact Fee Eligible Capital Improvements Costs	\$144,769,681
Financing Costs	<u>\$48,154,943</u>
Total Eligible Costs	\$192,924,624
Growth in Service Units	11,454

Maximum Wastewater Impact Fee = Total Eligible Costs/Growth in Service Units

= \$192,924,624/11,454

= \$16,843 per Service Unit

Maximum Allowable Wastewater Impact Fee = Maximum Impact Fee - Credit (50%)

= \$16,843 - \$8,421

= \$8,421 per Service Unit

Maximum Allowable Roadway Impact Fee

Systemwide, the total cost of roadway capital improvements to serve future development projected to occur between 2023 and 2033 is \$357,185,239. The Town has historically not collected the maximum allowable impact fee. By the requirements of Chapter 395, collecting the maximum fee would require a specific finance study. In the alternative, the Town must credit the cost of the CIP by 50%. Systemwide, the cost attributable to ten-year growth is \$279,277,171. The increase in the number of service units due to growth over the next ten-year period is 117,302 vehicle-miles. With the 50% credit to the CIP, the maximum allowable roadway impact fee is \$1,347 in Service Area 1 and \$1,397 in Service Area 2. The maximum allowable roadway impact fee calculation for each service area is summarized as follows:

Service Area 1: West of Railroad Tracks

Impact Fee Eligible Capital Improvement Cost\$183,483,058Financing Costs\$29,833,044Total Eligible Cost\$213,316,102Growth in Service Units (veh-mi)79,146

Maximum Roadway Impact Fee = Cost Attributable to New Dev./Growth in Serv Units

= \$213,316,102/79,146

= \$2,694 per Service Unit

Maximum Allowable Roadway Impact Fee = Maximum Impact Fee - Credit (50%)

= \$2,694 - (\$2,694 x 0.50) = \$1,347 per Service Unit

Service Area 2: East of Railroad Tracks

Impact Fee Eligible Capital Improvement Cost\$95,794,114Financing Costs\$10,850,857Cost of CIP and Financing Attributable to New Development\$106,644,971

Growth in Service Units (veh-mi) 38,157

Maximum Roadway Impact Fee = Cost Attributable to New Dev./Growth in Serv Units

= \$106,644,971 / 38,157

= \$2,794 per Service Unit

Maximum Allowable Roadway Impact Fee = Maximum Impact Fee - Credit (50%)

= \$2,794 - (\$2,794 x 0.50)

= \$1,397 per Service Unit

1.0 BACKGROUND

Chapter 395 of the Texas Local Government Code requires an impact fee analysis before impact fees can be created and assessed. Chapter 395 defines an impact fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvements plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness,
 except as allowed above

In February 2023, the Town of Prosper authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis on the Town's water and wastewater systems as well as a roadway system impact fee analysis. The purpose of this report is to present the methodology used in the development and calculation of water, wastewater, and roadway impact fees for the Town of Prosper. The methodology used herein



satisfies the requirements of the Texas Local Government Code Chapter 395 for the establishment of water, wastewater, and roadway impact fees.

Table 1-1 provides a list of abbreviations used in this report.

Table 1-1 Abbreviations

	Table 1-1 Abbreviations	
Abbreviation	Full Nomenclature	
ADS	ADS Environmental Services, Inc.	
CIP	Capital Improvements Plan	
CIAC	Capital Improvements Advisory Committee	
EPS	Extended Period Simulation	
EST	Elevated Storage Tank	
ETJ	Extra-territorial Jurisdiction	
GIS	Geographic Information System	
gpad	Gallons Per Acre per Day	
gpcd	Gallons Per Capita Per Day	
gpm	gallons per minute	
IFCIP	Impact Fee Capital Improvements Plan	
1/1	Inflow and Infiltration	
ITE	Institute of Transportation Engineers	
FNI	Freese and Nichols, Inc.	
LPP	Lower Pressure Plane	
MGD	Million Gallons per Day	
MTP	Master Thoroughfare Plan	
NAICS	North American Industrial Classification System	
NHTS	National Household Travel Survey	
NCTCOG	North Central Texas Council of Governments	
NTMWD	North Texas Municipal Water District	
PRV	Pressure Reducing Valve	
psi	Pounds per square inch	
SCADA	Supervisory Control and Data Acquisition	
SUE	Service Unit Equivalency	
TCEQ	Texas Commission on Environmental Quality	
UPP	Upper Pressure Plane	
UTRWD	Upper Trinity Regional Water District	
veh-mi	Vehicle-mile	
WWTP	Wastewater Treatment Plant	

2.0 LAND USE ASSUMPTIONS

Population and land use are important elements in the analysis of water, wastewater, and roadway systems. Water demands and wastewater flows depend on the residential population and commercial development served by the systems and determines the sizing and location of system infrastructure. Employment and population projections for residential and commercial developments are required to size roadway facilities by the number of dwelling units and employees. Land use assumptions for the purpose of roadway impact fees can be found in **Section 4.2.1**. A thorough analysis of historical and projected populations, along with land use, provides the basis for projecting future water demands and wastewater flows.

2.1 Service Area

The service area for Town of Prosper's water and wastewater systems is defined as the Town limits and the existing extra-territorial jurisdiction (ETJ). The current boundary of the service area encompasses the entire Town limits, with the exception of Artesia. Artesia is projected to be served water by Prosper in the buildout period, but not convey wastewater flow to the Town, as the Artesia development has its own line to the Upper Trinity Regional Water District (UTRWD) Doe Branch interceptor. Growth within the Town is concentrated in the area within the Town limits and west of the BNSF railroad. **Figures 2-1** and **2-2** illustrate the water and wastewater service area. For the purpose of calculating roadway impact fees, the Town of Prosper was divided into two service areas with the BNSF railroad being the divider. **Figure 4-1** illustrates the two roadway service areas.

2.2 Historical Population

Table 2-1 presents the historical populations for the Town of Prosper from 2012 through 2022, based on estimates from the North Central Texas Council of Governments (NCTCOG) and the US Census. The data indicated an annual average growth rate of 11.3% over the last 10 years.

Table 2-1 Historical Population

Year	Population ⁽¹⁾	Population Growth	Growth Rate
2012	12,190	-	-
2013	13,380	1,190	9.8%
2014	14,710	1330	9.9%
2015	15,970	1260	8.6%
2016	17,790	1820	11.4%
2017	20,160	2,370	13.3%
2018	22,650	2,490	12.4%
2019	25,630	2,980	13.2%
2020	30,165	4,535	17.7%
2021	31,090	925	3.1%
2022	35,410	4,320	13.9%
Average	-	-	11.3%

⁽¹⁾Historical population is based on NCTCOG and Census data.

2.3 Projected Population

FNI developed population projections and non-residential growth projections as part of the Town's 2022 Comprehensive Plan Update. This data was provided for use in the impact fee update in the form of GIS shapefiles. This data consisted of planning areas, small areas of land with a designated land use, with their projected population and non-residential acreage for each planning period. A large portion of the projected growth is expected to take place in the area west of the BNSF railroad. Significant residential growth alongside substantial non-residential development is forecasted in this area in the next five to ten years. The area east of the BNSF railroad within the Town limits will continue to experience steady population growth as it is currently not completely built out.

Table 2-2 and **Table 2-3** present the population projections for the Town of Prosper water and wastewater service areas, respectively. The roadway and water service area cover the same area and align with the Town limits. Since a portion of the population is currently served by septic systems, the wastewater population served is smaller than the water service area population in 2023, 2028, and 2033. The northeast portion of the Town is not projected to experience significant growth in the next ten years. As a result, there is a CIP project in that area after 2033 to convert the existing septic system population to the Prosper wastewater system. The Artesia development is anticipated to join the Town's water service area in the buildout period but continues to manage its own wastewater conveyance through buildout.

Figure 2-1 shows the population projections by planning area.



Table 2-2 Projected Water Service Population

Year	Population	Average Annual Population Growth	Average Annual Growth Rate
2023	38,843	-	-
2028	53,393	2,910	7%
2033	64,437	2,209	4%
Buildout	82,175	-	1

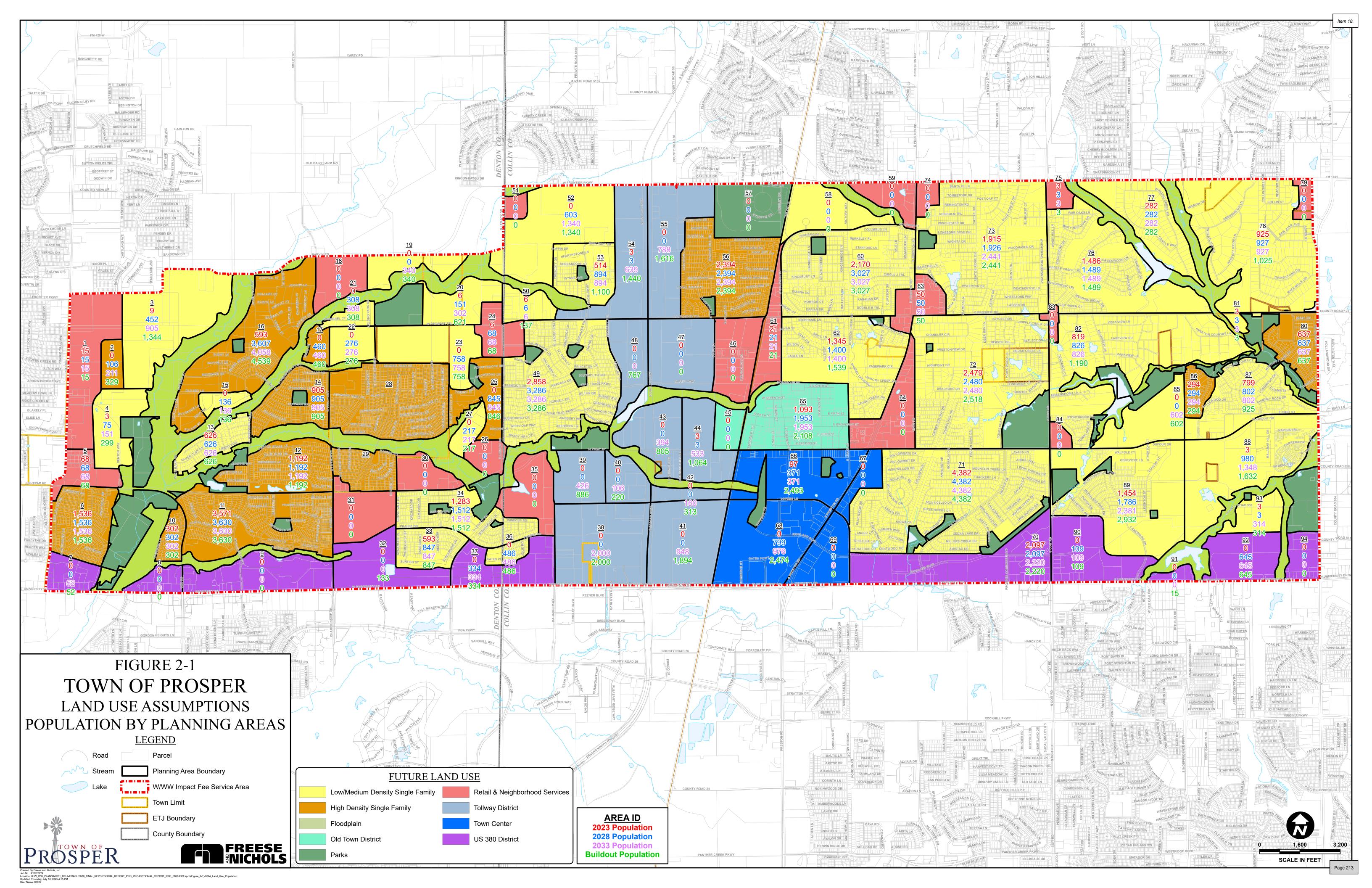
⁽¹⁾ Artesia is currently a water customer of Upper Trinity Regional Water District. The buildout population includes an additional population of 5,364 to account for Artesia converting to Prosper's water system.

Table 2-3 Projected Wastewater Service Population

Year	Population ⁽¹⁾	Average Annual Population Growth	Average Annual Growth Rate
2023	36,572	-	-
2028	51,215	2,929	7%
2033	62,259	2,209	4%
Buildout	76,811	1	

⁽¹⁾ Wastewater population is less than water population within 10-year period due to septic users. Wastewater population is less than water population in buildout period due to Artesia not requiring wastewater service from Prosper.

2-3 Page 212

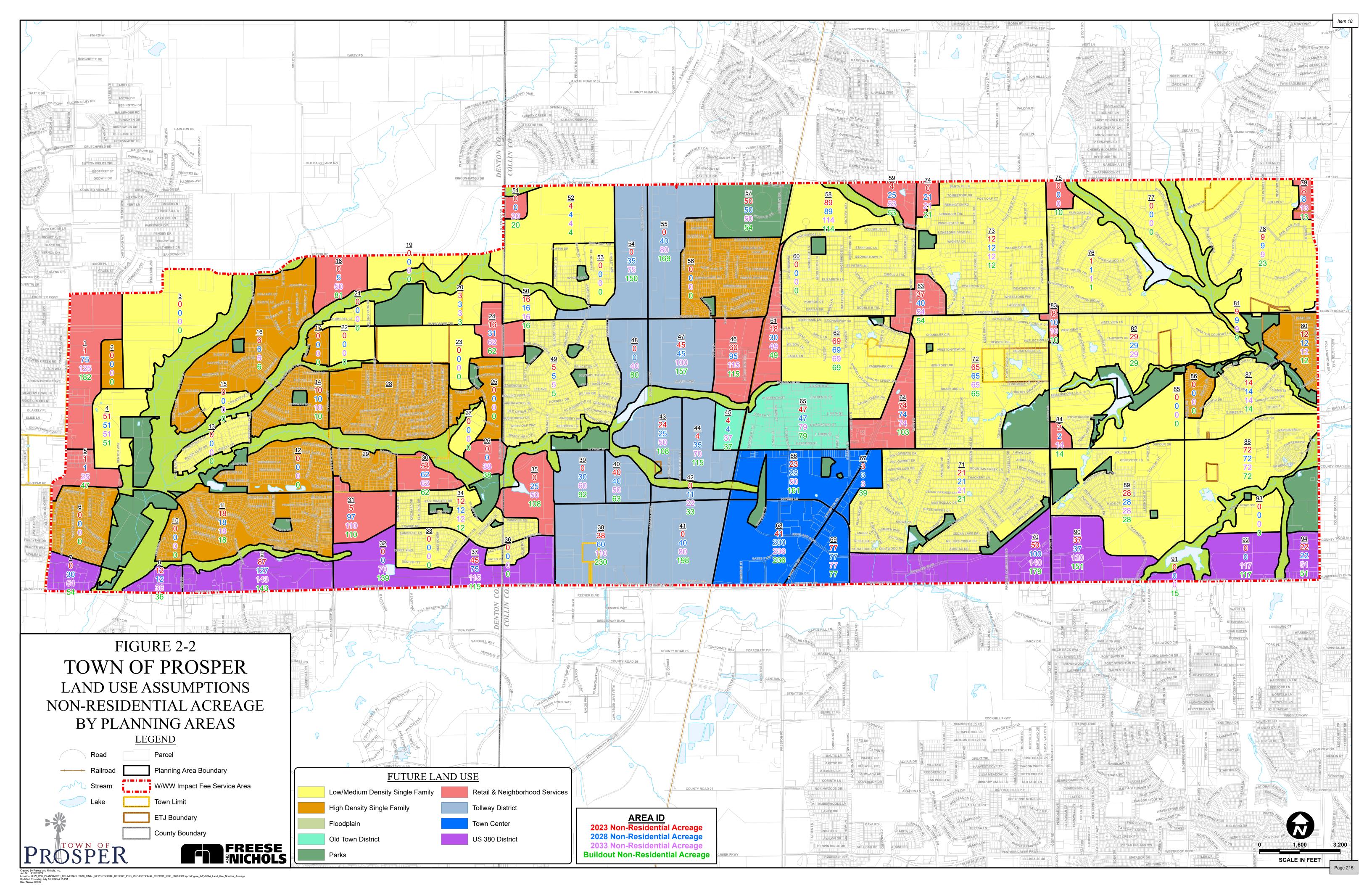


2.4 Projected Non-Residential

Land use shapefiles were developed as part of the Town's 2022 Comprehensive Plan Update, which included population and non-residential acreages. In order to capture growth related to commercial, retail, office, institutional, and industrial development, developed non-residential acreage for each planning period was projected. **Table 2-4** shows the projected non-residential acreage for each planning period. **Figure 2-2** presents the developed non-residential acreage with water and wastewater service by planning year.

Table 2-4 Developed Non-Residential Acreage

		Growth in
Year	Acres	Acres
2023	1,492	-
2028	2,324	832
2033	3,640	1,316
Buildout	4,829	1,189



3.0 WATER AND WASTEWATER ANALYSIS

Water and wastewater CIPs were developed for the Town of Prosper to promote residential and commercial development through access to quality water and wastewater service. The recommended improvements will provide the required capacity and reliability to meet projected water demands and wastewater flows through buildout. The water and wastewater projects required to meet growth in the 10-year period were used in the impact fee analysis.

3.1 Existing Water and Wastewater Systems

The existing water distribution system currently consists of a network of lines ranging in size from 1-inch to 42-inch in diameter, a pump station, two ground storage tanks, and three elevated storage tanks. The existing pump station has three pumps rated at 3.75 million gallons per day (MGD) and three pumps rated at 7.00 MGD. The total pumping capacity is 32 MGD, and the firm pumping capacity is 25 MGD. The Town receives water from the North Texas Municipal Water District (NTMWD) delivery point at the pumping station. The Town of Prosper operates the distribution system on two pressure planes: an upper pressure plane and a lower pressure plane. The Upper Pressure Plane (UPP) generally consists of the east half of the Town. The UPP has a static hydraulic gradient of 926 feet, which is established by the Preston and Prosper Trail Elevated Storage Tanks (ESTs). The Lower Pressure Plane (LPP) consists of the west half of the Town. The LPP has a static hydraulic gradient of 805 feet, which is established by the Fishtrap EST. The LPP is currently supplied by the UPP through a transfer valve on a 42-inch line. An LPP Pump Station on the same site as the existing pump station and additional 42-inch pipeline are currently under construction and will supply the LPP in late Summer 2025. The pump station will initially have three pumps, rated at 13 million gallons per day (MGD) each. It will initially provide a total pumping capacity of 39 MGD and firm pumping capacity of 26 MGD to the LPP. It is expandable to six pumps, and the ultimate firm pumping capacity is estimated to be approximately 40 MGD.

The existing wastewater system has two major basins, 6 active lift stations, and a network of lines ranging from 4-inch to 36-inch in diameter. A ridge near the railroad alignment divides the Town into two major drainage basins; the wastewater system in the western portion of the Town flows into the Doe Branch interceptor owned by UTRWD and the wastewater system on the east side of the Town flows into the Upper East Fork interceptor owned by NTMWD. A portion of Prosper that would naturally flow west to UTRWD is currently pumped east to NTMWD at the existing lift station at the abandoned Wastewater



Treatment Plant (WWTP). The existing lift station is expected to be abandoned and flow from this area conveyed west by 2028.

3.2 Water and Wastewater Model Update and Calibration

3.2.1 Water Model

The water system hydraulic model was developed in InfoWater Pro software by Autodesk based on the Town's water system GIS as well as plans provided by the Town. Existing water demands were allocated to the model using customer billing records for each individual account from June 2023 that were geocoded and matched spatially using the Geographic Information Systems (GIS) parcel and street centerline shapefiles. Approximately 99% of the billing records were matched. **Figure A-1** in **Appendix A** displays a map with the geocoded billing meters sized by usage.

A model calibration was performed to verify that the hydraulic model is an accurate representation of the actual distribution system. FNI conducted field pressure testing at nine locations throughout the distribution system in late June 2023 through late July 2023. The Town provided Supervisory Control and Data Acquisition (SCADA) readings for tank levels and pump status on an hourly basis during this time, and FNI used the readings to create diurnal demand curves. In order to create the curves, a mass balance of the system demand was calculated using the sum of water pumped into the distribution system from the NTMWD delivery point and adding or subtracting the demand or supply provided by the elevated storage tank.

The 24-hour period occurring on July 18, 2023, from midnight to midnight was selected for calibration. Operational data was used to determine system inputs such as ground storage tank levels and pump status. Since the model results closely matched the field pressure testing data, FNI concluded that the model is an accurate representation of field conditions and appropriate for use in CIP planning. Billing meter data, pressure recorder locations, and field pressure testing data are included in **Appendix A**.



3.2.2 Wastewater Model

The wastewater system hydraulic model was developed from the Town's wastewater system GIS. Initial wastewater loads were applied to manholes in the model based on historical wastewater flow data and water billing meter data from June 2023. Flow monitoring was conducted from early April 2023 through late June 2023 by ADS Environmental Services (ADS). Ten flow meters were deployed at the outlets of sub-basins 1 through 10 as shown on **Figure B-1** in **Appendix B**, as well as two rain gauges. The three permanent meters at the UTRWD points of entry were also used to calibrate corresponding basins, as shown on **Figure B-1**.

A model validation was performed to verify that the collection system model accurately represents the actual collection system. To analyze the performance of the collection system under average dry weather conditions, an average dry weather flow for each basin was developed based on the flow monitoring results for the period occurring from April 13th through April 19th. These specific days were selected since there was no rainfall observed during this period. The initial loads applied to each sub-basin were then scaled to their corresponding average dry weather flows. To analyze wet weather performance of the collection system, the initial loads applied to each manhole were adjusted to account for inflow and infiltration (I/I) contributions and match the peak response of the storm event on May 19th. **Appendix B** contains the final deliverable for the temporary flow monitoring study conducted by ADS.

3.3 Water and Wastewater Load Projections

The population and land use data was used to develop future water demands and wastewater flows based on a projected average day per capita use and peaking factors. The design criteria used to project water demands and wastewater flows were developed based on historical data. In the future, it is anticipated that per capita and non-residential per acre usage will increase based on the large number of irrigation systems being installed with new development and the type of commercial and industrial developments being proposed. The large increase in residential irrigation systems is expected to offset conservation measures in place for the future; therefore, for planning purposes the residential per capita used for projections is assumed to be constant in the future.

Historical water demands from 2015 through 2022 were provided to FNI by the Town for the development of projected water usage rates and peaking factors. **Table 3-1** illustrates the average and maximum day water demands for these years. Based on this data, the projected residential per capita usage rate is 185 gallons per capita per day (gpcd), and the projected non-residential usage rate is 1400 gallons per acre



per day (gpad) for all planning scenarios. The maximum day to average day peaking factor is 2.2 for all land use types and planning scenarios, and the peak hour to maximum day peaking factor is 2.1 for all land use types and planning scenarios. Water system design criteria for projections is presented in **Table 3-2**. Projected water demands are presented in **Table 3-3**. Timing of the Artesia development connecting to the Town's water system is currently unknown, and water demands associated with Artesia are included in the buildout water demand projections. Detailed water demands projections by pressure plane are presented in **Appendix C**.



Table 3-1 Historical Water Demands

Year	Population ⁽¹⁾	Average Day Demand (MGD)	Overall Average Day per Capita Demand (gpcd)	Maximum Day Demand (MGD)	Maximum Day to Average Day Peaking Factor
2015	15,970	3.0	188	8.4	2.8
2016	17,790	3.8	211	8.7	2.3
2017	20,160	4.2	209	8.6	2.0
2018	22,650	4.8	212	11.6	2.4
2019	25,630	5.4	210	12.6	2.3
2020	30,165	6.5	217	13.0	2.0
2021	31,090	7.1	229	16.8	2.4
2022	35,410	8.2	231	18.2	2.2
Average	-	5.4	213	12.2	2.3

⁽¹⁾Historical population is based on NCTCOG and Census data.

Table 3-2 Water Demand Projections Design Criteria

			2 001811 01100110
Average Day Residentia Per Capita Usage (gpcd)	Average Day Non- Residential Usage Per Acre (gpad)	Maximum Day to Average Day Peaking Factor	Peak Hour to Maximum Day Peaking Factor
185	1400	2.2	2.1

Table 3-3 Water Demand Projections

Year	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Peak Hour Demand (MGD)
2023	9.28	20.40	42.85
2028	13.13	28.89	60.67
2033	17.02	37.44	78.62
Buildout	21.96	48.32	101.47

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The projected wastewater residential per capita usage rate is 95 gpcd for all future planning periods. The projected wastewater non-residential usage rate is 650 gpcd for all future planning periods. These wastewater usage rates represent a percentage of the water demand that is captured by the wastewater collection system for each planning period. The wastewater usage rate is approximately 51% of the water usage rate for residential and approximately 46% for non-residential usage. Historical wastewater flow data was used in the development of wastewater residential and non-residential usage rates. The peak wet weather peaking factor for all planning periods is 4.0. The average day flows for all planning scenarios were multiplied by this factor to calculate the peak wet weather flows. **Table 3-4** summarizes annual historical wastewater flows sent to NTMWD and UTRWD. Projected wastewater flow projections are presented in **Table 3-5**. Projected wastewater flows by sub-basin for the Town of Prosper are contained in **Appendix C**.

Table 3-4 Historical Wastewater Flow

Year	Average Flow to NTMWD (MGD)	Average Flow to UTRWD (MGD)	Total Wastewater Flow (MGD)
2015	1.32	0.02	1.34
2016	1.23	0.11	1.34
2017	1.31	0.23	1.54
2018	1.55	0.43	1.98
2019	1.26	0.62	1.88
2020	1.36	0.76	2.12
2021	1.57	0.70	2.27
2022	1.71	0.99	2.70

Table 3-5 Wastewater Flow Projections

	20	23	20	28	20	33	Buildout	
Wholesale Provider	Average Annual Daily Flow (MGD)	Peak Wet Weather Flow (MGD)	Average Annual Daily Flow (MGD)	Peak Wet Weather Flow (MGD)	Average Annual Daily Flow (MGD)	Peak Wet Weather Flow (MGD)	Average Annual Daily Flow (MGD)	Peak Wet Weather Flow (MGD)
UTRWD	1.31	5.24	4.48	17.92	5.98	23.92	7.76	31.04
NTMWD	1.83	7.32	1.89	7.56	2.28	9.12	2.68	10.72
Total	3.14	12.56	6.37	25.48	8.26	33.04	10.44	41.76

3.4 Design Criteria

FNI coordinated with the Town of Prosper to establish design criteria for future water and wastewater facilities. Criteria were developed for sizing water transmission lines, elevated storage tanks, ground storage tanks, and pump stations for the water system and for sizing sewer trunk lines for the wastewater system.

3.4.1 Water Design Criteria

As a public water utility, the Town of Prosper must comply with the rules and regulations for public water systems set forth by Texas Commission on Environmental Quality (TCEQ) in Chapter 290. The Town is required to meet the TCEQ elevated storage capacity requirement of 100 gallons per connection and the total storage capacity requirement of 200 gallons per connection. The Town of Prosper currently maintains 14,997 connections, which requires approximately 1.5 MG of elevated storage and 3 MG of total storage. The Town of Prosper greatly exceeds the TCEQ storage requirements. TCEQ requires a total



pumping capacity of at least 1,000 gallons per minute (gpm) and the ability to meet peak hourly demands with the largest pump out of service, and the Town of Prosper exceeds this pumping requirement.

TCEQ regulations state that under normal operating conditions, a minimum pressure of 35 pounds per square inch (psi) must be maintained at all times throughout the system. The exception to this rule is under emergency fire flow situations where the pressure is then permitted to drop to 20 psi until the emergency is addressed. Residential and commercial fire flow requirements typically range from 1,000 to 1,500 gpm, while some industrial fire flows can approach 3,500 gpm or greater.

A maximum water line velocity of approximately 6 feet per second (fps) and a maximum friction loss of 3 feet per 1,000 feet of water line length are recommended for water transmission lines (diameter larger than 16 inches). A maximum water line velocity of approximately 6 fps and a maximum friction loss of 7 feet per 1,000 feet are recommended for water distribution lines (diameter 16 inches and smaller).

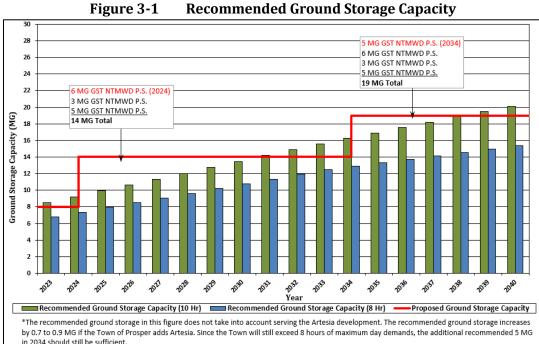
FNI developed criteria for sizing of storage and pumping capacity for the Town. These criteria are typically more stringent than TCEQ requirements and take into consideration many additional factors including operational flexibility, fire protection, and energy efficiency. The design criteria used to size ground storage tank capacity is to provide adequate storage volume to meet 8 to 10 hours of maximum day demand. **Figure 3-1** summarizes the recommended ground storage capacity and associated improvements based on the design criteria. One additional 5 MG GST is recommended in 2034 with the LPP PS expansion to meet the Town's ultimate needs with Artesia included.

The design criteria recommended for pump station capacity is the capability to provide a firm pumping capacity to meet 60% of the peak hour demand. The firm pumping capacity is defined as the total available pumping capacity with the largest pump out of service to each pressure plane. The figures in this section assume that the area between the DNT and railroad has been shifted to the LPP. **Figures 3-2** and **3-3** display the recommended firm pumping capacity to the UPP and LPP, respectively. The UPP PS has already been constructed to meet ultimate needs and one LPP PS expansion is recommended in 2034 to meet the Town's ultimate needs including Artesia.

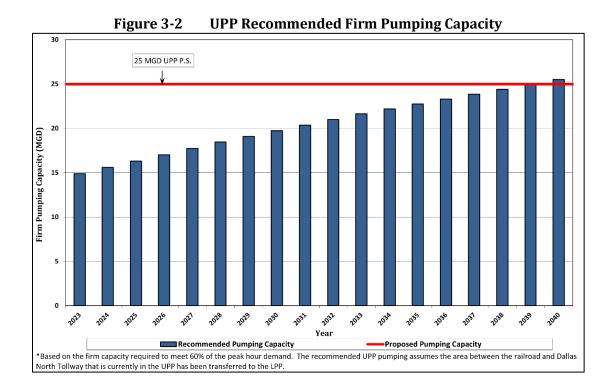
The design criteria recommended for elevated storage capacity is the required volume needed to meet 40% of the peak hour demand for a duration of 3 hours plus a fire flow rate of 3,500 gpm for a duration of 3 hours. **Figures 3-4** and **3-5** display the recommended elevated storage capacity and related improvements based on the typical peaking factors for the UPP and LPP, respectively. No additional



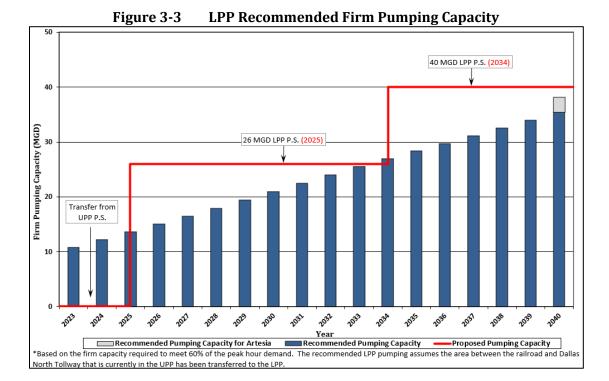
elevated tanks are recommended in the UPP, and the only recommended additional elevated tank in the LPP is the 1.5 MGD EST in 2032.

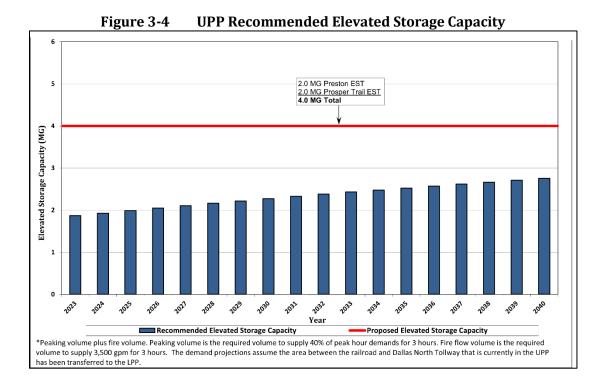


in 2034 should still be sufficient.









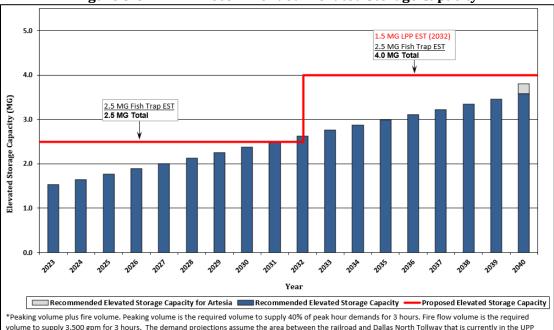


Figure 3-5 LPP Recommended Elevated Storage Capacity

3.4.2 Wastewater Design Criteria

has been transferred to the LPP

The TCEQ outlines the design criteria for domestic wastewater systems in 30 TAC Chapter 217, which governs the planning, design, operation, and maintenance of wastewater collection and treatment systems. Chapter 217 requires that wastewater systems be designed to protect public health and the environment by ensuring the safe conveyance and effective treatment of domestic wastewater. Collection systems must be designed to prevent overflows, bypasses, and I/I, with sufficient capacity to handle peak wet weather flows. Treatment facilities must reliably meet permitted effluent quality standards, and systems must be capable of operating effectively under both normal and peak flow conditions. Although the Town conveys its wastewater to a wholesale provider for treatment, it remains responsible for the proper design, operation, and maintenance of its collection system to ensure compliance with TCEQ regulations. Wastewater system operators must maintain system integrity, manage flow conditions, and ensure all infrastructure meets the applicable design, construction, and performance standards established under Chapter 217.

3.5 Water and Wastewater Model Analyses

3.5.1 Water System Evaluation

Hydraulic analyses were performed on the distribution system under maximum day demand conditions. To identify existing system deficiencies and size ultimate infrastructure, 24-hour extended period simulation (EPS) model runs were performed for maximum day demand conditions for the existing system, 10-year and buildout scenarios. The modeled hourly diurnal curve is based on SCADA data provided by the Town and shown on **Figure 3-6**. Maximum day EPS model run was performed for the 10-year scenario to determine phasing of improvements and identify CIP projects for the impact fee update. By examining the distribution system under these various operating conditions, it is possible to determine where issues with pressures occur, if tanks are filling or draining properly, and if the service pumping facilities are adequate to meet the required demand at acceptable pressures.

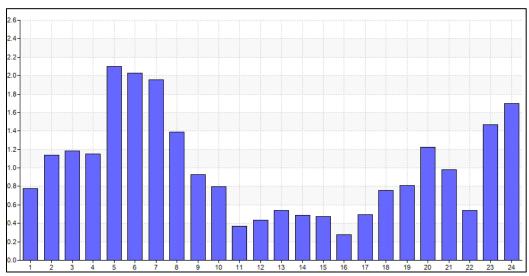


Figure 3-6 Modeled 24-Hour Maximum Day Diurnal Curve

A maximum day EPS model run evaluates the ability of the system to provide adequate supply to meet demands while maintaining levels in storage facilities. During a maximum day EPS analysis, the peak hour demand is also simulated through the use of a diurnal pattern. Peak hour demand represents the single hour of the year with the highest system demand. Peak hour simulations are used to assess the ability of the distribution system to maintain minimum residual pressures. Lower demand periods throughout the day are simulated in EPS modeling as well. This is when the system's ability to replenish storage tanks is evaluated.



The Town adjusted the Upper Pressure Plane and Lower Pressure Plane pressure plane boundary from the railroad to DNT to assist with perceived low pressures in the area. The Upper Pressure Plane Pump Station has already been constructed to the ultimate capacity, and projected demands in the Upper Pressure Plane through buildout exceeded what can be served by the pump station based on the pressure plane boundary at DNT. Therefore, a pressure plane boundary adjustment is recommended due to the Upper Pressure Plane Pump Station limitation and based on a review of elevations and pressure data in this area. Pressures in the pressure plane transfer area will be approximately 50 psi lower in the LPP. Elevations in the transfer area range from 622 to 662 feet. Based on the highest elevation in the transfer area (662 feet), the static pressure is 62 psi when the Fishtrap tank is full and 53 psi when the Fishtrap tank is half full.

Modeled pumping and storage operations for the 10-year (2033) system maximum day analysis with recommended improvements are shown on **Figure 3-7** and **Figure 3-8** for the UPP and LPP, respectively. Modeled LPP pressures in the 10-year maximum day EPS model run range from 53 to 112 psi, assuming the proposed adjustment of the pressure plane boundary from the DNT to the railroad. The lowest pressures in the LPP occur in the area between the DNT and railroad. Modeled UPP pressures in the 10-year maximum day EPS model run range from 47 to 136 psi. Modeled pumping and storage operations for the buildout system analysis with recommended improvements and Artesia served by the Town of Prosper are shown on **Figure 3-9** and **Figure 3-10** for the UPP and LPP, respectively. LPP pressures in the buildout system maximum day EPS model run range from 45 to 113 psi, while UPP pressures in the buildout system analysis EPS model run range from 46 to 134 psi.



Figure 3-7 2033 Maximum Day UPP Modeled Pumping and Tank Levels Overflow Elevation = 926 feet 915 60 905 50 895 40 (MSD) Elevation (feet) Bottom of Tank = 886 feet 30 875 20 865 10 855 845 6:00 4:00 5:00 1:00 2:00 8:00 8:00 40:00 77:00 3:00

Time (hours) Custer UPP PS Preston EST Prosper Trails EST

Figure 3-8 2033 Maximum Day LPP Modeled Pumping and Tank Levels 805 100 Overflow Elevation = 805 feet 90 795 80 785 70 60 (MGD) Elevation (feet) 50 Bottom of Tank = 765 feet 40 30 755 20 10 3:00 5:00 8:00 77:00 6.00 1.00 , 20:00 4.00 5:0 5:0 4:0 5:0 5:0 1:0 5:0 1:0 0 2:00 Time (hours) Custer LPP PS LPP EST 2 Fishtrap EST

3-14



Figure 3-9 Buildout Maximum Day UPP Modeled Pumping and Tank Levels

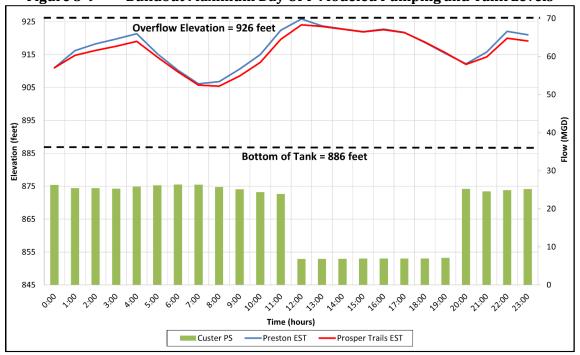
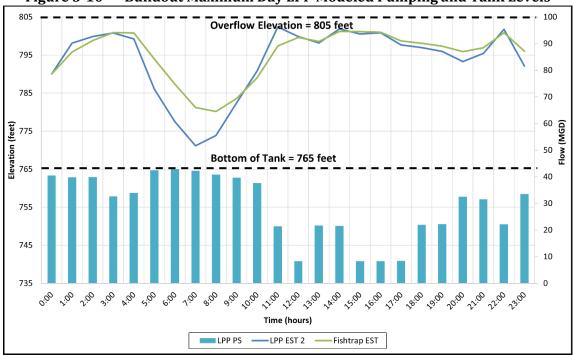


Figure 3-10 Buildout Maximum Day LPP Modeled Pumping and Tank Levels





3.5.2 Wastewater System Evaluation

Hydraulic analyses were performed on the collection system under peak flow conditions to identify deficiencies and establish a CIP to reinforce the existing system and convey projected wastewater flows through buildout. The system was evaluated under average flow conditions and peak flow conditions, which were modeled using a peaking factor of 4.0. Various combinations of improvements and modifications were investigated to determine the most appropriate approach for conveying projected flows.

Central to the wastewater system analysis was the assumed conversion of a portion of Prosper to UTRWD from NTMWD. These areas are included in basins 1 and 2, as identified in **Figure B-1**. The areas that are expected to convert are those that would naturally flow west to UTRWD but are currently pumped east to NTMWD at the existing lift station at the abandoned WWTP. The existing lift station is expected to be abandoned and flow from this area conveyed west by 2028.

A second priority in the wastewater system analysis was lift station consolidation, which will reduce regular maintenance and costs associated with operating them. The lift stations targeted for decommissioning are concentrated in the western portion of the Town, where the majority of growth is expected to take place over the next ten years.

3.6 Water and Wastewater System Improvements

Proposed water and wastewater system projects to serve the system through buildout were developed as part of this project based on load projections and design criteria. All recommended infrastructure is sized to meet the projected buildout peak water demands and wastewater flows. It is recommended that these projects be constructed generally in the order listed; however, development patterns may make it necessary to construct some projects sooner than anticipated. Locations shown for new lines and other recommended improvements were generalized for hydraulic analyses. Specific alignments and sites will be determined as part of the design process. Prioritization and phasing of these projects were determined by the required capacity as projected by the hydraulic models. The proposed water system improvements recommended to serve the Town through buildout water system are shown on **Figure 3-11** and summarized in **Table 3-6**. Water system improvements include recommendations within the Town's distribution system. It does not include meter vault improvements at the pump station site to increase supply from NTMWD. The most recent meter vault improvements included a 24-inch flow meter and 16-inch sleeve valve that should allow supply of up to 27 MGD. Based on the demand projections established



in this study, it is anticipated that the maximum day demand will exceed 27 MGD around 2027 and improvements will need to be made to increase supply from NTMWD prior to summer 2027. Water system proposed projects 1 and 2 facilitate the transfer of the area west of the railroad to the LPP by providing additional connectivity and a pressure reducing valve (PRV) to bleed from the UPP if pressures in the LPP are lower than desired in the highest elevation area of the LPP. Based on demand projections, the existing UPP PS has capacity to supply the current UPP area until 2032, but it is advantageous to move the pressure plane boundary to the DNT sooner for customers in the transfer area to have more consistent long-term pressures.

Proposed wastewater system improvements to serve the Town through buildout are shown on **Figure 3-12** and summarized in **Table 3-7**. The wastewater CIP was developed based on the assumption that the Town of Prosper will maximize flow to UTRWD's Doe Branch WWTP, at which the Town has purchased a total of 4.125 MGD annual average flow. The WWTP is being expanded and is expected to be in service in 2026. The Town has also purchased 4.125 MGD of capacity in the Doe Branch interceptor system. A parallel Doe Branch interceptor from Fishtrap Road to the WWTP is currently under design. It is also assumed that the Town will decommission the lift station at the abandoned WWTP by 2028 and convey its tributary flows west to UTRWD. Based on flow projections established in this study, it is anticipated that the Town will exceed its annual average flow subscription to UTRWD and need to purchase additional capacity by 2028.

Planning level cost estimates for the proposed water and wastewater system projects are included in **Appendix D** and **Appendix E**, respectively. Costs represent cost estimates for the design and construction of these capacity-related projects and do not include wholesale service fees or operations and maintenance costs. Unit costs are based on reviewing bid tabs for several projects ranging in size. The costs are provided as estimates based on previous similar engineering experience in 2025 dollars and include an allowance for engineering, surveying, and contingencies. The project cost estimates do not include an allowance for land or right of way acquisition. These costs are for planning and budgeting purposes only and are not to be considered as a detailed opinion of probable construction cost.



Table 3-6 Water System CIP Summary

	rable 3-6 water System CIP Summary	
Project Number	Project Name	Cost
Number		Cost
	2023-2028	
1	West Frontier Parkway 12-inch Water Line	\$ 1,423,300
2	Talon Lane 12-inch Water Line and PRV	\$ 539,100
3	Preston Road 12- and 16-inch Water Line	\$ 3,922,900
4	Railroad 12-inch Water Line and PRV	\$ 2,126,700
5	Railroad 12-inch Water Line	\$ 2,081,100
6	South of First Street 12- and 30-inch Water Line	\$ 8,357,100
7	First Street 12-inch Water Line	\$ 2,236,600
8	East Broadway Street 12-inch Water Line	\$ 2,185,700
9	Dallas Parkway 16-inch Water Line	\$ 4,332,600
	5-Year Total	\$ 27,205,100
	2029-2033	
10	1.5 MG Prosper Road Elevated Storage Tank	\$ 11,481,600
11	Legacy Drive 12- to 24-inch Water Line	\$ 5,388,000
12	Frontier Parkway 12-inch Water Line	\$ 3,471,400
13	Parvin Road 12- and 16-inch Water Line	\$ 4,999,300
14	FM 1385 12-inch Water Line	\$ 4,371,400
15	Parvin Road 12-inch Water Line	\$ 6,317,900
	10-Year Total	\$ 36,029,600
	2034-Buildout	
16	Expand LPP Firm Pumping Capacity to 40 MGD	\$ 3,363,800
17	New 5 MG GST	\$ 11,212,500
	Buildout Total	\$ 14,576,300
	CIP Total	\$ 77,811,000

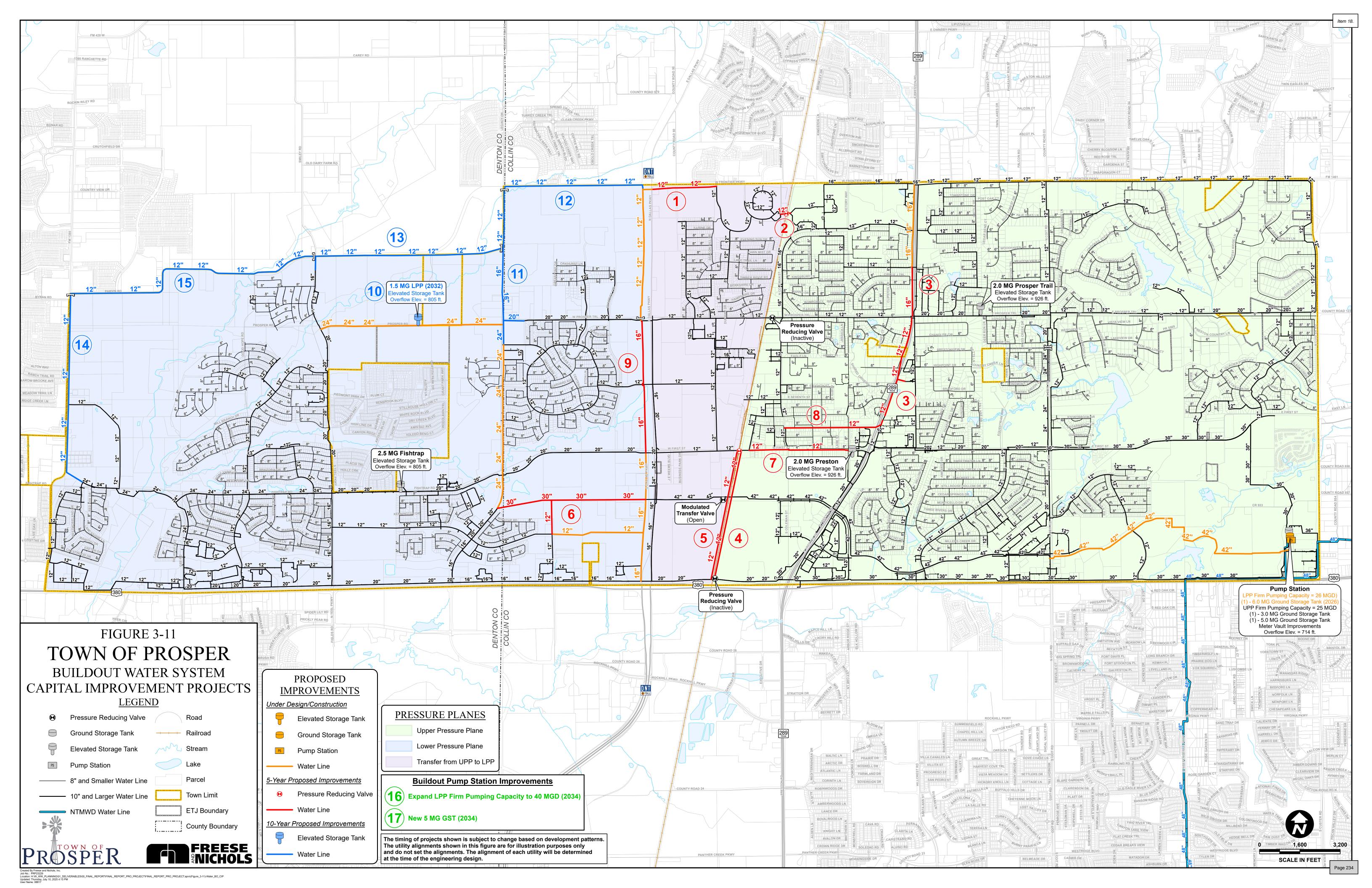
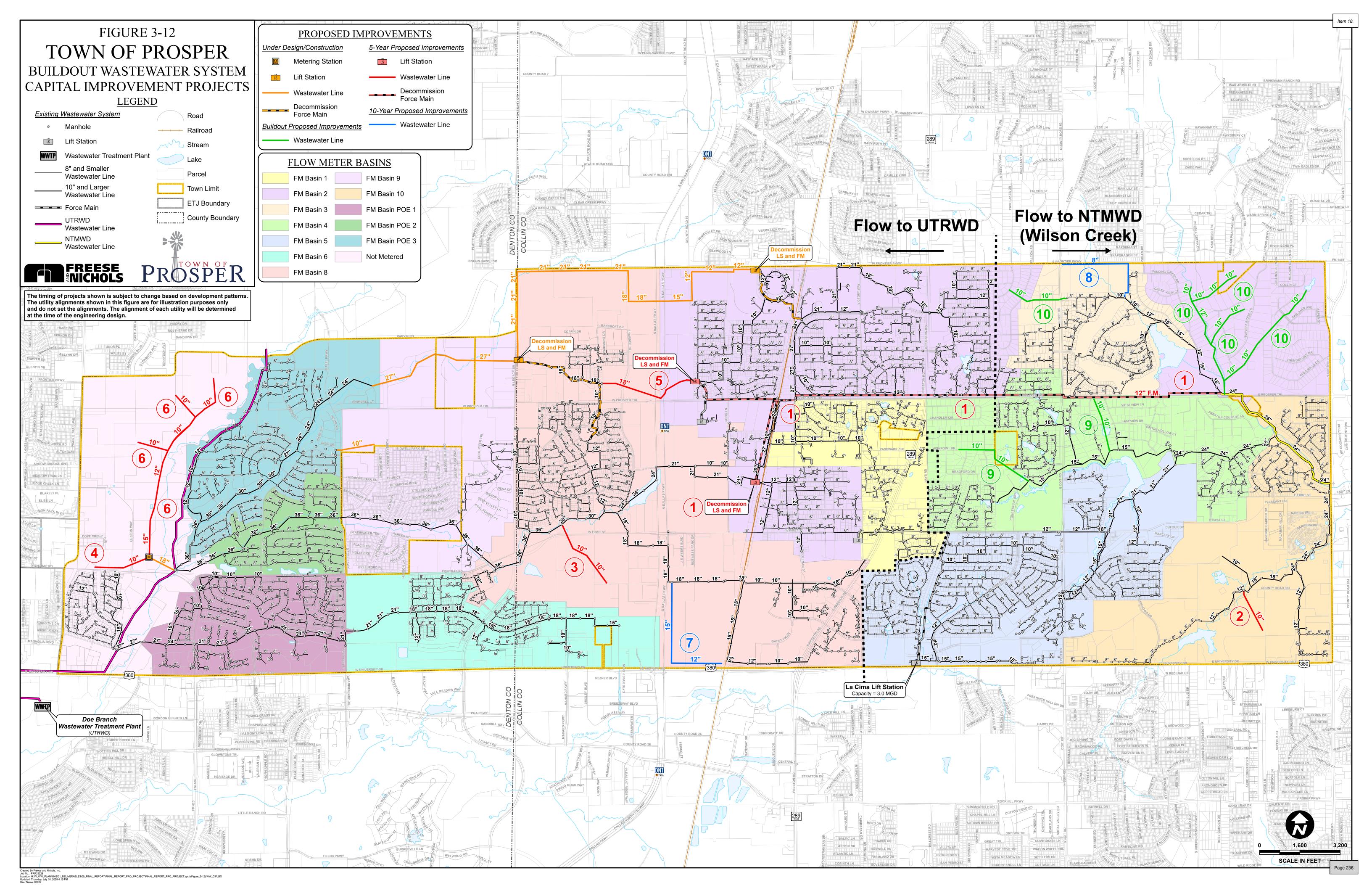




 Table 3-7
 Wastewater System CIP Summary

Project Number	Project Name	Cost
	2023-2028	
1	WWTP Lift Station and Force Main Decommissioning	\$ 299,000
2	South Rutherford Branch Creek 10-inch Trunk Line	\$ 762,500
3	New 10-inch Trunk Line to Under-Design 30-inch Interceptor	\$ 1,300,700
4	Glenbrooke 10-inch Interceptor	\$ 949,400
5	Lakes of Prosper Lift Station Decommissioning and 18-inch Interceptor	\$ 4,514,900
6	Doe Branch 10- to 15-inch Lines	\$ 5,643,700
	5-Year Total	\$ 13,470,200
	2029-2033	
7	University Drive and Dallas Parkway 12- and 15-inch Interceptor	\$ 3,005,000
8	Gentle Creek 8-inch Gravity Main	\$ 1,809,000
	10-Year Total	\$ 4,814,000
	2034-Buildout	
9	Cedar Ridge Estates and Whispering Farms 10-inch Interceptors	\$ 3,191,900
10	Wilson Creek 10- to 15-inch Interceptors	\$ 8,678,500
	Buildout Total	\$ 11,870,400
	CIP Total	\$ 30,154,600





3.7 Water and Wastewater Impact Fee Analysis

The impact fee analysis involves determining the utilization of existing and proposed projects required as defined by the CIP to serve new development over the next 10-year time period. For existing or proposed projects, the impact fee is calculated as a percentage of the project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2023 and 2033. Capacity serving existing development and development projected in more than 10 years in the future is not impact fee eligible.

3.7.1 Eligible CIP Costs

A summary of the costs for each of the projects required for the 10-year growth period used in the impact fee analysis for both the water and wastewater systems are shown in **Table 3-6** and **Table 3-7**, respectively. Costs listed for the existing projects are based on actual design and construction costs provided by the Town. **Table 3-8** and **Table 3-9** show 2023 percent utilization as the portion of a project's capacity required to serve existing development. It is not included in the impact fee analysis. The 2033 percent utilization is the portion of the project's capacity that will be required to serve the Town of Prosper in 2033. The 2023-2033 percent utilization is the portion of the project's capacity required to serve development from 2023 to 2033. The water and wastewater hydraulic models were used to assist in the calculation of project utilization percentages. The portion of a project's total cost that is used to serve development projected to occur from 2023 through 2033 is calculated as the total actual cost multiplied by the 2023-2033 percent utilization. Only this portion of the cost is used in the impact fee analysis. The proposed 10-year water system impact fee CIP is shown on **Figure 3-13**. Proposed 10-year wastewater impact fee CIP is shown on **Figure 3-14**.



Table 3-8 Water System Impact Fee Eligible Project Summary

	Table	e 3-8 Water System II	mpact Fee Eli	gible Projec	<u>ct Sum</u> mary	<i>7</i>					
			Pe	rcent Utilization				Costs E	Based on 2023 Dollars		
No.	Description of Project	Project Status	2023	2033	2023-2033	Ca	apital Cost	Current Development	10-Year (2023-2033)	Bey	yond 2033
		EXIST	ING PROJECTS								
A1	Meter Vault Improvements	Existing	44%	100%	56%	\$	3,878,731	\$ 1,706,642	\$ 2,172,089	\$	1,706,642
A2	LPP Firm Pumping Capacity = 26 MGD	Under Design/ Construction	42%	98%	56%	\$	16,486,500	\$ 6,848,238	\$ 9,308,532	\$	7,177,968
A3	UPP Firm Pumping Capacity = 25 MGD	Existing	60%	87%	27%	\$	759,030	\$ 455,418	\$ 204,938	\$	554,092
A4	6.0 MG GST	Under Design/ Construction	0%	95%	95%	\$	12,102,970	\$ -	\$ 11,497,822	\$	605,148
A5	42-inch Water Line	Under Design/ Construction	27%	70%	43%	\$	8,884,707	\$ 2,398,871	\$ 3,820,424	\$	5,064,283
В	UPP 24- and 30-inch Transmission Main	Existing	59%	90%	31%	\$	5,385,085	\$ 3,177,200	\$ 1,669,376	\$	3,715,709
С	University Drive 30-inch Water Line	Existing	59%	93%	34%	\$	2,721,054	\$ 1,605,422	\$ 925,158	\$	1,795,896
D	University Drive 16- and 20-inch Water Line	Existing	76%	89%	13%	\$	3,015,000	\$ 2,291,400	\$ 391,950	\$	2,623,050
E	Legacy 16-inch Water Line, Fishtrap 20-inch Water Line and 2.5 MG EST	Existing	60%	100%	40%	\$	7,267,215	\$ 4,360,329	\$ 2,906,886	\$	4,360,329
F	University 20-inch Water Line, Gee 24-inch Water Line and Fishtrap 24-inch Water Line	Existing	56%	84%	28%	\$	2,303,437	\$ 1,289,925	\$ 644,962	\$	1,658,475
G	2.0 MG Prosper Trail EST and 20-inch Water Line	Existing	10%	60%	50%	\$	4,008,044	\$ 400,804	\$ 2,004,022	\$	2,004,022
Н	Preston 16-inch Water Line	Under Design/ Construction	0%	98%	98%	\$	471,688	\$ -	\$ 463,386	\$	8,302
I	Dallas Parkway 12-inch Water Line	Under Design/ Construction	0%	75%	75%	\$	1,374,693	\$ -	\$ 1,031,020	\$	343,673
J	Dallas Parkway and Prosper Trail 12- and 20-inch Water Line	Existing	41%	88%	47%	\$	1,906,114	\$ 781,507	\$ 895,874	\$	1,010,240
K	Legacy Drive 24-inch Water Line	Under Design/ Construction	0%	90%	90%	\$	2,560,000	\$ -	\$ 2,304,000	\$	256,000
L	FM 1385 and University Drive 12-inch Water Line	Existing	50%	100%	50%	\$	740,559	\$ 370,280	\$ 370,280	\$	370,280
М	Teel Parkway 16- and 20-inch Water Line	Existing	22%	63%	41%	\$	2,685,968	\$ 590,913	\$ 1,101,247	\$	1,584,721
N	Prosper Road 24-inch Water Line	Under Design/ Construction	0%	78%	78%	\$	2,100,000	\$ -	\$ 1,638,000	\$	462,000
0	Dallas Parkway 16-inch Water Line and Prairie Drive 12-inch Line	Under Design/ Construction	0%	94%	94%	\$	2,057,543	\$ -	\$ 1,934,090	\$	123,453
Р	Preston Road 20-inch Water Line	Existing	70%	100%	30%	\$	1,054,169	\$ 737,918	\$ 316,251	\$	737,918
_	42-inch Transmission Line, Dallas Parkway 24-inch Parallel and First Street 20-inch	Foliation -	70/	000/	02.0%					<u> </u>	
Q	Water Line	Existing	7%	90%	82.8%	\$	12,916,706	\$ 924,054	\$ 10,700,981	\$	2,215,725
R	Impact Fee Study	Existing	0%	100%	100%	\$	129,857	\$ -	\$ 129,857	\$	-
Existing	Project Subtotal					\$	94,809,070	\$ 27,938,921	\$ 56,431,145	\$ 3	38,377,926
		PROPO	SED PROJECTS								
1	West Frontier Parkway 12-inch Water Line	Proposed	0%	82%	82%	\$	1,423,300	\$ -	\$ 1,167,106	\$	256,194
2	Talon Lane 12-inch Water Line and PRV	Proposed	0%	100%	100%	\$	539,100	\$ -	\$ 539,100	\$	-
3	Preston Road 12- and 16-inch Water Line	Proposed	0%	97%	97%	\$	3,922,900	\$ -	\$ 3,805,213	\$	117,687
4	Railroad 12-inch Water Line and PRV	Proposed	0%	100%	100%	\$	2,126,700	\$ -	\$ 2,126,700	\$	-
5	Railroad 12-inch Water Line	Proposed	0%	85%	85%	\$	2,081,100	\$ -	\$ 1,768,935	\$	312,165
6	South of First Street 12- and 30-inch Water Line	Proposed	0%	95%	95%	\$	8,357,100	\$ -	\$ 7,939,245	\$	417,855
7	First Street 12-inch Water Line	Proposed	0%	95%	95%	\$	2,236,600	\$ -	\$ 2,124,770	\$	111,830
8	East Broadway Street 12-inch Water Line	Proposed	25%	86%	61%	\$	2,185,700	\$ 546,425	\$ 1,879,702	\$	305,998
9	Dallas Parkway 16-inch Water Line	Proposed	0%	82%	82%	\$	4,332,600	\$ -	\$ 3,552,732	\$	779,868
10	1.5 MG Prosper Road Elevated Storage Tank	Proposed	0%	20%	20%	\$	11,481,600	\$ -	\$ 2,296,320		9,185,280
11	Legacy Drive 12- to 24-inch Water Line	Proposed	0%	80%	80%	\$	5,388,000	\$ -	\$ 4,310,818	\$	1,077,182
12	Frontier Parkway 12-inch Water Line	Proposed	0%	78%	78%	\$	3,471,400	\$ -	\$ 2,696,546	\$	774,854
13	Parvin Road 12- and 16-inch Water Line	Proposed	0%	89%	89%	\$	4,999,300	\$ -	\$ 4,445,385	\$	553,915
14	FM 1385 12-inch Water Line	Proposed	0%	70%	70%	\$	4,371,400	\$ -	\$ 3,067,532	\$	1,303,868
	D	Proposed	0%	71%	71%	\$	6,317,900	\$ -	\$ 4,460,016	Ś	1,857,884
15	Parvin Road 12-inch Water Line	Proposed	070	/1/0	7170	ب	0,317,300	y	7 7,700,010	Ų	1,007,004
	Parvin Road 12-inch Water Line ad Project Subtotal	Proposeu	070	7170	7170	\$	63,234,700		. , ,	\$ 1	17,054,580

(1) Utilization in 2023 on Proposed Projects indicates a portion of the project that will be used to address deficiencies within the existing system or serve existing system, and therefore are not eligible for impact fee cost recovery for future growth.

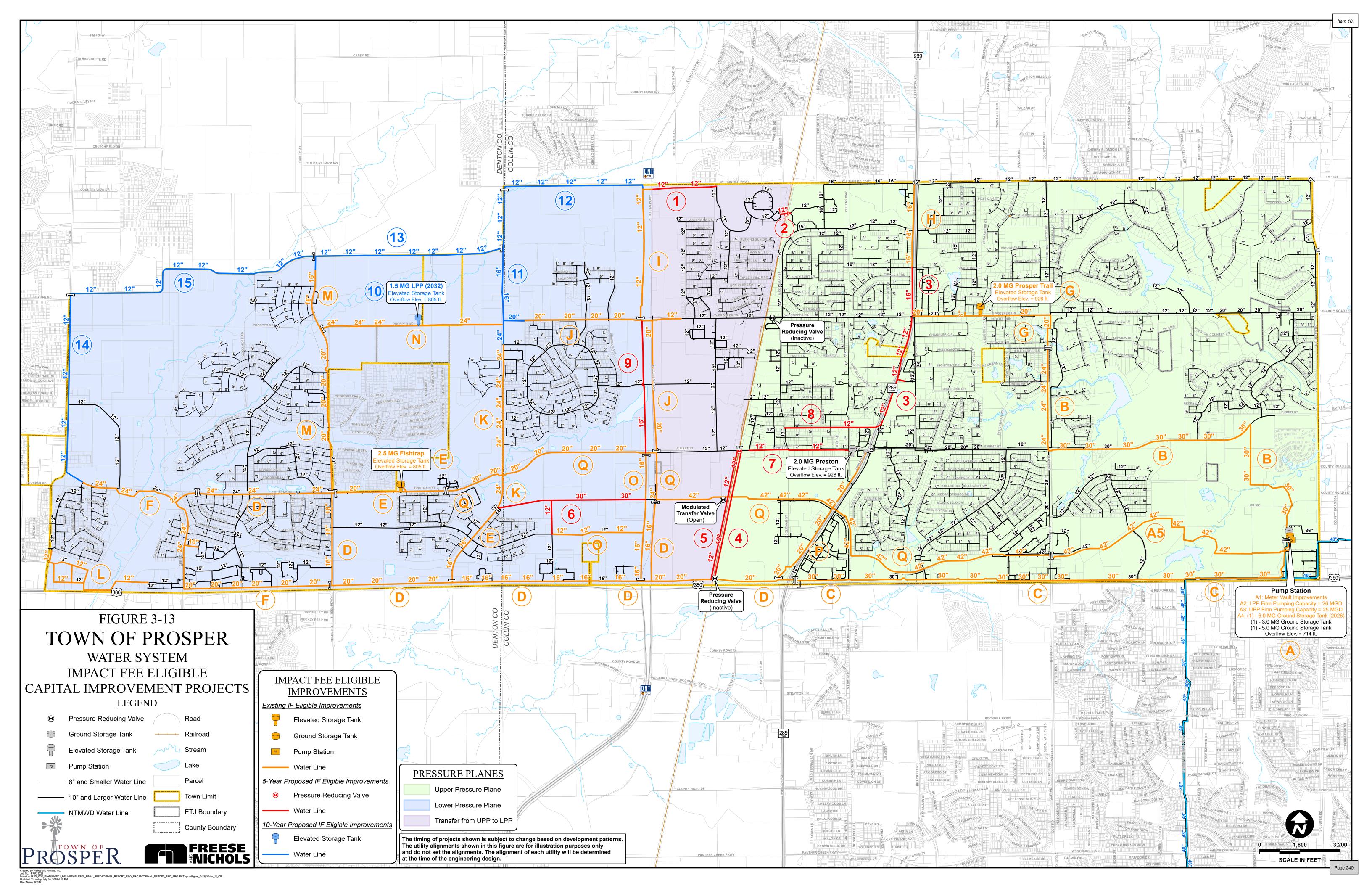


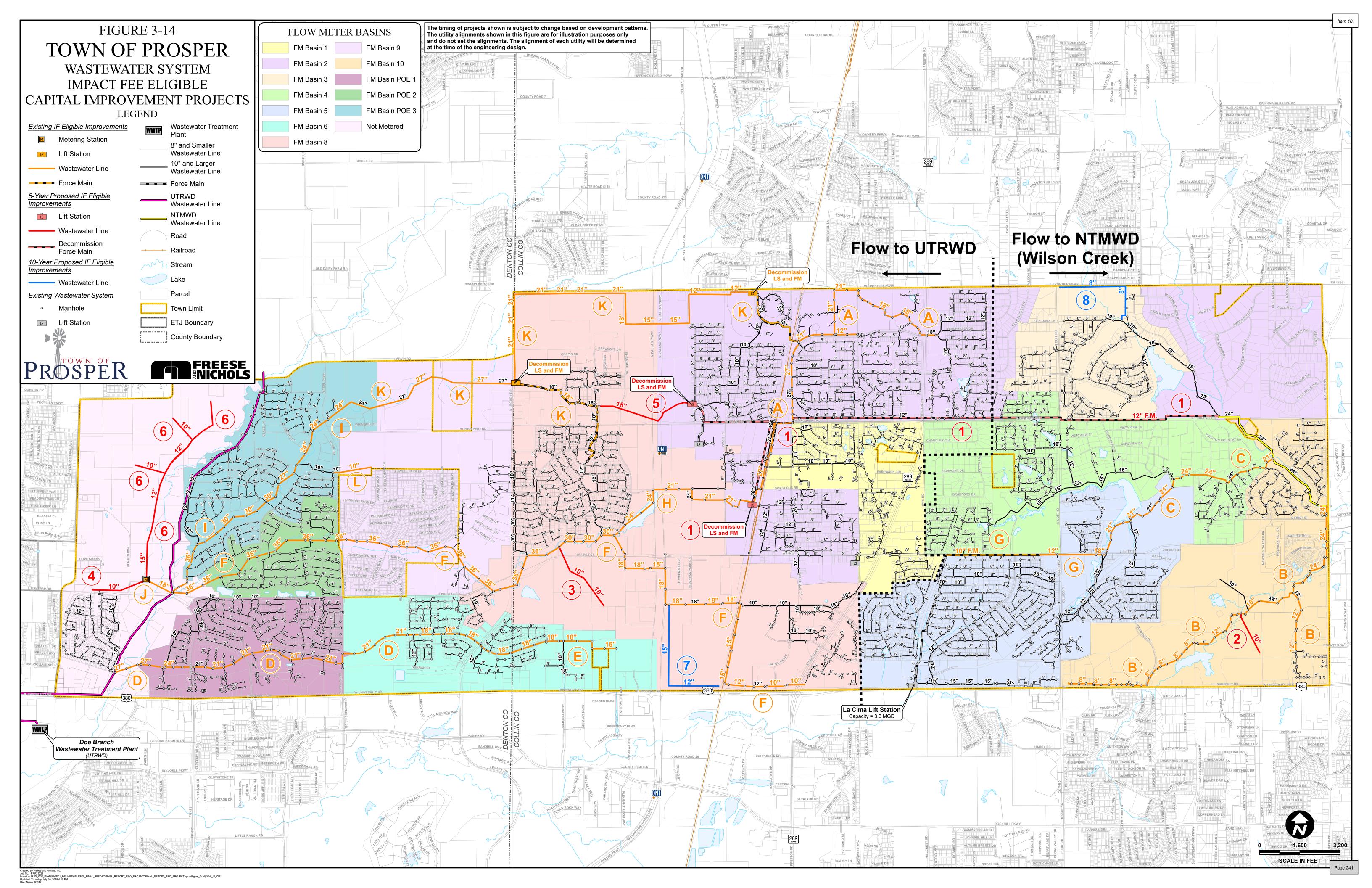
Table 3-9 Wastewater System Impact Fee Eligible Project Summary

B C Bas D Bas E E F We G 10-inch F	Description of Project o 30-inch Interceptor to old WWTP site FM 2478 8- to 24-inch Interceptor asin 4/5 12- and 24-inch interceptor sin 6/POE 1 18- to 27-inch Interceptor Basin 6 15- and 18-inch Interceptor est Prosper 10- to 36-inch Trunk Line Force Main and 12- and 18-inch Interceptor to convey flow from La Cima LS	Existing Existing Existing Existing Existing Existing Existing Existing Existing	2023	98% 98% 93% 84% 93% 88% 72%	2023-2033	\$ \$	2,319,193 2,172,409	Current Development \$ 1,275,556	\$ 997,253 \$ 1,520,686	\$	yond 2033 1,321,940
A 18- to B C Ba D Bas E E F We G 10-inch F	o 30-inch Interceptor to old WWTP site FM 2478 8- to 24-inch Interceptor asin 4/5 12- and 24-inch interceptor sin 6/POE 1 18- to 27-inch Interceptor Basin 6 15- and 18-inch Interceptor est Prosper 10- to 36-inch Trunk Line Force Main and 12- and 18-inch Interceptor	Existing Existing Existing Existing Existing Existing Existing	55% 14% 80% 17% 5%	98% 84% 93% 88%	43% 70% 13%	\$	2,319,193 2,172,409	\$ 1,275,556	\$ 997,253	\$	
B C Bas D Bas E F We G 10-inch F	FM 2478 8- to 24-inch Interceptor asin 4/5 12- and 24-inch interceptor sin 6/POE 1 18- to 27-inch Interceptor Basin 6 15- and 18-inch Interceptor est Prosper 10- to 36-inch Trunk Line Force Main and 12- and 18-inch Interceptor	Existing Existing Existing Existing Existing Existing	55% 14% 80% 17% 5%	98% 84% 93% 88%	43% 70% 13%	\$	2,172,409		•		1,321,940
B C Bas D Bas E F We G 10-inch F	FM 2478 8- to 24-inch Interceptor asin 4/5 12- and 24-inch interceptor sin 6/POE 1 18- to 27-inch Interceptor Basin 6 15- and 18-inch Interceptor est Prosper 10- to 36-inch Trunk Line Force Main and 12- and 18-inch Interceptor	Existing Existing Existing Existing Existing Existing	14% 80% 17% 5%	84% 93% 88%	70% 13%	\$	2,172,409		•		1,321,940
C Ba D Bas E E F We G 10-inch F	asin 4/5 12- and 24-inch interceptor sin 6/POE 1 18- to 27-inch Interceptor Basin 6 15- and 18-inch Interceptor est Prosper 10- to 36-inch Trunk Line Force Main and 12- and 18-inch Interceptor	Existing Existing Existing Existing	80% 17% 5%	93% 88%	13%	_		\$ 304,137	5 1 570 bXb	1.5	
D Bas E E F We G 10-inch F H 21- and	Sin 6/POE 1 18- to 27-inch Interceptor Basin 6 15- and 18-inch Interceptor est Prosper 10- to 36-inch Trunk Line Force Main and 12- and 18-inch Interceptor	Existing Existing Existing	17% 5%	88%		\$	0.045.000	4 705 000			651,723
E E F We G 10-inch F H 21- and	Basin 6 15- and 18-inch Interceptor est Prosper 10- to 36-inch Trunk Line Force Main and 12- and 18-inch Interceptor	Existing Existing	5%	_	71%	_	2,245,000		\$ 291,850		1,953,150
F We 10-inch F H 21- and	est Prosper 10- to 36-inch Trunk Line Force Main and 12- and 18-inch Interceptor	Existing		72%		\$	1,700,000	\$ 289,000	\$ 1,207,000		493,000
G 10-inch F	Force Main and 12- and 18-inch Interceptor		11%		67%	\$	777,639				256,621
H 21- and	-			61%	50%	\$	5,700,000	\$ 627,000	\$ 2,850,000	\$	2,850,000
	,	Existing	90%	100%	10%	\$	435,000	\$ 391,500	\$ 43,500	\$	391,500
I Doo P	d 24-inch Interceptor from old WWTP site	Existing	46%	55%	9%	\$	1,028,198	\$ 472,971	\$ 92,538	\$	935,660
1 DOE 5	Branch Creek 24- to 36-inch Interceptor	Existing	15%	77%	62%	\$	3,075,469	\$ 461,320	\$ 1,906,791	\$	1,168,678
J	DISD 18-inch Wastewater Line	Under Design/ Construction	0%	69%	69%	\$	116,010	\$ -	\$ 80,047	\$	35,963
K Front	tier Parkway 12- to 27-inch Interceptor	Under Design/ Construction	0%	69%	69%	\$	5,492,167	\$ -	\$ 3,789,595	\$	1,702,572
L Te	eel Parkway 10-inch Wastewater Line	Under Design/ Construction	0%	100%	100%	\$	107,603	\$ -	\$ 107,603	\$	-
M	Impact Fee Study	Existing	0%	100%	100%	\$	129,857	\$ -	\$ 129,857	\$	-
Existing Project S	Subtotal					\$	25,298,545	\$ 5,656,366	\$ 13,537,738	\$	11,760,807
			P	ROPOSED PRO	DJECTS						
2 South Ru	utherford Branch Creek 10-inch Trunk Line	Proposed	0%	99%	99%	\$	762,500	\$ -	\$ 754,875	\$	7,625
3 New 10	O-inch Trunk Line to Under-Design 30-inch Interceptor	Proposed	0%	55%	55%	\$	1,300,700	\$ -	\$ 717,973	\$	582,727
4	Glenbrooke 10-inch Interceptor	Proposed	0%	64%	64%	\$	949,400	\$ -	\$ 607,616	\$	341,784
5 Lakes of	Prosper Lift Station Decommissioning and 18-inch Interceptor	Proposed	73%	96%	23%	\$	4,514,900	\$ 3,295,877	\$ 1,038,427	\$	3,476,473
6	Doe Branch 10- to 15-inch Lines	Proposed	0%	64%	64%	\$	5,643,700	\$ -	\$ 3,611,968	\$	2,031,732
7 University	y Drive and Dallas Parkway 12- and 15-inch Interceptor	Proposed	0%	51%	51%	\$	3,005,000	\$ -	\$ 1,532,550	\$	1,472,450
8	Gentle Creek 8-inch Gravity Main	Proposed	0%	100%	100%	\$	1,809,000	\$ -	\$ 1,809,000	\$	-
-	Doe Branch WWTP Expansion	Under Design/ Construction	0%	100%	100%	\$	104,906,277	\$ -	\$ 104,906,277	\$	-
- [Doe Branch Interceptor Expansion	Under Design/ Construction	0%	100%	100%	\$	16,253,257	\$ -	\$ 16,253,257	\$	-
Proposed Project	t Subtotal					\$	139,144,734	\$ 3,295,877	\$ 131,231,943	\$	7,912,791
Total Capital Imp	provements Cost					\$	164,443,279	\$ 8,952,243	\$ 144,769,681	\$	19,673,598

⁽¹⁾ Utilization in 2023 on Proposed Projects indicates a portion of the project that will be used to address deficiencies within the existing system or serve existing system, and therefore are not eligible for impact fee cost recovery for future growth.

⁽²⁾Capital cost includes construction, engineering, inspection, land and permit costs. The cost does not include project management and overhead costs.





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Town of Prosper

3.7.2 Service Units

The maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period. A water service unit is defined as the service equivalent to a water connection for a single-family residence. The Town of Prosper does not directly meter wastewater flows and bills for wastewater services based on the customer's water consumption. Therefore, a wastewater service unit is defined as the wastewater service provided to a customer with a water connection for a single-family residence.

The service associated with public, commercial, and industrial connections is converted into service units based upon the capacity of the meter used to provide service. The number of service units required to represent each meter size is based on the safe maximum operating capacity of the appropriate meter type. The Town primarily uses displacement meters size 2-inch and smaller for domestic service. Turbine meters are reserved for high flow service like irrigation. Compound meters are typically used for sizes greater than 2-inches. Compound meters are typically used for customers that have a large range of flows like a school, car wash or restaurant. The Town of Prosper provided the safe maximum operating capacity for each meter size based on guidance from Neptune meters. The service unit equivalent for each meter size used by the Town is listed in **Table 3-10**.

Typically, in Prosper, single-family residences are served with 1-inch positive displacement water meters. Larger meters represent multi-family, public, commercial, and industrial water use. The Town provided data that included the meter size of each active water meter as of March 2024. **Table 3-11** shows the actual number of water meters assumed for 2023 and the projected number of water meters for 2033. **Table 3-12** shows the wastewater service units for 2023 and the projected service units for 2033.

Table 3-10 Service Unit Equivalencies

Meter Size	Meter Type	Safe Maximum Operating Capacity (gpm) ⁽¹⁾	Service Unit Equivalent
1"	Displacement	50	1.0
1-1/2"	Displacement	100	2.0
1-1/2"	Turbine	160	3.2
2"	Displacement	160	3.2
2"	Turbine	200	4.0
3"	Compound	450	9.0
3"	Turbine	450	9.0
4"	Compound	1,000	20.0
4"	Turbine	1,200	24.0
6"	Compound	2,000	40.0
6"	Turbine	2,500	50.0
8"	Turbine	4,000	80.0
10"	Turbine	6,500	130.0

 $^{^{(1)}}$ Safe maximum operating capacity is based on Neptune Technology Meter capacities provided by the Town of Prosper.

Table 3-11 Water Service Units

Meter Size	2023 Meters ⁽²⁾	2023 Service Units ⁽¹⁾	2033 Meters	2033 Service Units ⁽¹⁾	Growth in Service Units ⁽¹⁾
5/8"	2,146	858	2,146	858	0
1"	10,984	10,984	20,461	20,461	9,477
1 1/2"	129	258	255	510	252
2"	233	746	557	1,782	1,036
3"	18	162	39	351	189
4"	13	260	34	680	420
6"	0	0	2	80	80
Total	13,523	13,268	23,494	24,722	11,454

⁽¹⁾Assumed all meters were displacement (5/8" through 2") or compound types (3" through 6") for the purpose of calculating service units.

 $^{^{(2)}}$ Meters smaller than 1" have been grandfathered into the system. All future water meters will be 1" or larger.

Table 3-12 Wastewater Service Units

Meter Size	2023 Meters ⁽²⁾	2023 Service Units ⁽¹⁾	2033 Meters	2033 Service Units ⁽¹⁾	Growth in Service Units ⁽¹⁾
5/8"	2,027	811	2,027	811	0
1"	10,391	10,391	19,868	19,868	9,477
1 1/2"	121	242	247	494	252
2"	212	679	536	1,715	1,036
3"	17	153	38	342	189
4"	12	240	33	660	420
6"	0	0	2	80	80
Total	12,780	12,516	22,751	23,970	11,454

⁽¹⁾Assumed all meters were displacement (5/8" through 2") or compound (3" through 6") types for the purpose of calculating service units.

3.7.3 Maximum Impact Fee Calculations

Texas Government Code Chapter 395 outlines the procedures and requirements for calculating maximum allowable impact fees to recover costs associated with capital improvement projects needed due to growth over a 10-year period. Chapter 395 also requires a plan that addresses possible duplication of payments for capital improvements. This plan can either provide a credit for the portion of revenues generated by new development that is used for the payment of eligible improvements, including payment of debt, or reduce the total eligible project costs by 50 percent. The Town of Prosper has selected to utilize the reduction of the total eligible project costs by 50 percent to determine the maximum allowable impact fees.

Chapter 395 of the Texas Local Government Code states that the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period less the credit to account for water and wastewater revenues used to finance CIPs.

The total projected costs include the projected capital improvements costs to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the CIP. A 4.0% interest rate was used to calculate financing costs. **Table 3-13** displays the maximum allowable impact fee for water and wastewater by meter size.

⁽²⁾ Meters smaller than 1" have been grandfathered into the system. All future water meters will be 1" or larger.



Water Impact Fee:

Impact Fee Eligible Capital Improvements Costs\$102,611,265Financing Costs\$34,131,730Total Eligible Costs\$136,742,995Growth in Service Units11,454

Maximum Water Impact Fee = Total Eligible Costs/Growth in Service Units

= \$136,742,995/11,454

= \$11,938 per Service Unit

Maximum Allowable Water Impact Fee = Maximum Impact Fee - Credit (50%)

= \$11,938 - \$5,969

= \$5,969 per Service Unit

Wastewater Impact Fee:

Impact Fee Eligible Capital Improvements Costs\$144,769,681Financing Costs\$48,154,943Total Eligible Costs\$192,924,624Growth in Service Units11,454

Maximum Wastewater Impact Fee = Total Eligible Costs/Growth in Service Units

= \$192,924,624/11,454

= \$16,843 per Service Unit

Maximum Allowable Wastewater Impact Fee = Maximum Impact Fee - Credit (50%)

= \$16,843 - \$8,421

= \$8,421 per Service Unit

Table 3-13 Impact Fee by Meter Size

	Service Service							
Meter Size	Meter Type	Unit Equivalent	Water Fee ⁽¹⁾					
1"	Displacement	1.0	\$ 5,969	\$	8,421			
1-1/2"	Displacement	2.0	\$ 11,938	\$	16,842			
1-1/2"	Turbine	3.2	\$ 19,101	\$	26,947			
2"	Displacement	3.2	\$ 19,101	\$	26,947			
2"	Turbine	4.0	\$ 23,876	\$	33,684			
3"	Compound	9.0	\$ 53,721	\$	75 <i>,</i> 789			
3"	Turbine	9.0	\$ 53,721	\$	75 <i>,</i> 789			
4"	Compound	20.0	\$ 119,380	\$	168,420			
4"	Turbine	24.0	\$ 143,256	\$	202,104			
6"	Compound	40.0	\$ 238,760	\$	336,840			
6"	Turbine	50.0	\$ 298,450	\$	421,050			
8"	Turbine	80.0	\$ 477,520	\$	673,680			
10"	Turbine	130.0	\$ 775,970	\$	1,094,730			

⁽¹⁾ Based on maximum allowable water and wastewater impact fees.

Item 18.

Town of Prosper

4.0 ROADWAY IMPACT FEE ANALYSIS

Chapter 395 of the Texas Local Government Code prescribes that roadway impact fees have service areas that are limited to six-miles, and within the Town limits, to ensure that capital improvements are built within the vicinity of new growth. Two service areas, bisected by the BNSF Railroad, were created as part of the initial program and remain the same today. Therefore, land use assumptions, capital improvements programming, and resultant impact fees are derived and administered for each service area. Capital improvements programming is rooted in the official Thoroughfare Plan of Prosper. Roadways classified as arterial, or collector class facilities are eligible for inclusion into the impact fee program. The recommended improvements for this programmatic update align with the Thoroughfare Plan and are aimed to address growth over the ten-year planning period.

4.1 Methodology

A series of work tasks were undertaken as part of this programmatic update and are described below.

- 1. Meetings were held with the Town Staff and the Capital Improvements Advisory Committee (CIAC) to discuss the methodology to be used in the update.
- 2. The roadway service area structure was retained from the previous 2017 study.
- 3. Vehicle-miles of travel in the PM peak hour were retained as the service unit measure for roadway impact fee calculations.
- 4. A roadway conditions inventory was conducted to update lane geometries, roadway classifications and segment lengths, as necessary, of facilities in the impact fee program. Using updated traffic volumes provided by the Town, service area deficiencies were identified within the network.
- 5. Projected growth (vehicle-miles) by service area over the ten-year planning period was forecasted using the defined Land Use Assumptions (Chapter 2) along with updated land use equivalencies of residential, office, industrial and commercial development. Projected growth between the years 2023 and 2033 of population and employment are detailed in Section 4.2.
- 6. The previous roadway impact fee capital improvements program (IFCIP) was reviewed to ensure excess capacity remained in the program and to incorporate revised growth figures for each service area. Town staff identified completed projects and updated the program.



- 7. Roadway cost data of construction, engineering, and right-of-way for planned impact fee projects were developed and compiled by service area based on data provided by the Town. For recently completed projects, actual costs were incorporated into the service area database.
- 8. For each service area, the cost of capacity provided by the CIP, cost attributable to ten-year growth, and the maximum cost per service unit were calculated. A credit of 50% was applied to the cost of the road CIP.
- 9. The Land Use Equivalency Table (service unit generation for specific land use categories) was updated to incorporate new trip rate and trip length data. Trip rate data was obtained from *Trip Generation*, 11th Edition by the Institute of Transportation Engineers (ITE). Trip length statistics of land use types were obtained from the NCTCOG travel demand model statistics and National Household Travel Survey data.

4.2 Roadway Impact Fee Calculation Inputs

4.2.1 Land Use Assumptions

Land use assumptions, presented in Section 2 of this report, detail forecasted demographic growth between 2023 and 2033 in Prosper. For roads, non-residential development expressed in terms of employment, were defined because of the different travel characteristics associated with these land use types. Data was derived by road service area as shown in **Figure 4-1**. **Table 4-1** presents the land use assumptions utilized in the roadway impact fee component.

Population and employment estimates and projections were all compiled in accordance with the following categories:

- 1. Dwelling Units: Number of dwelling units, both single and multi-family.
- 2. Employment: Square feet of building area based on three different classifications listed below. Each classification has their own unique trip making characteristics.
 - <u>Retail</u>: Land use activities which provide for the retail sale of goods that primarily serve
 households and whose locations choice is oriented toward the household sector, such as
 grocery stores and restaurants.
 - <u>Service:</u> Land use activities which provide personal and professional services such as government and other professional administrative offices.



<u>Basic:</u> Land use activities that produce goods and services such as those that export outside
of the local economy, such as manufacturing, construction, transportation, wholesale, trade,
warehousing, and other industrial uses.

Table 4-1 Land Use Assumptions for Roadway Impact Fees

SA	Year	Population	Employment					
			Basic	Service	Retail	Total		
SA 1	2023	16,486	418	3,139	375	3,932		
(W of RR)	2033	34,454	1,365	11,044	1,143	13,552		
SA 2	2023	22,357	601	4,523	541	5,665		
(E of RR)	2033	29,983	1,090	8,821	916	10,827		

4.2.2 Capital Improvements Plan

The Town has identified the Town-funded transportation projects needed to accommodate the projected growth within the Town. The CIP for Roadway Impact Fees is made up of:

- Recently completed projects with excess capacity available to serve new growth;
- Projects currently under construction; and
- Remaining projects needed to complete the Town's Master Thoroughfare Plan (MTP).

The defined roadway CIP is listed by service area in **Table 4-2** and **Table 4-3**, and mapped in **Figure 4-1**. Defined projects in the CIP, their limits, project length and project status (new or recoupment as a result of completion) are detailed. The CIP was developed in conjunction with input from Town Staff and represents those projects that will be needed to accommodate the growth projected in the *Land Use Assumptions* (see Section 4.2.1).



Table 4-2 10-Year Capital Improvements Plan for Roadway Impact Fees – Service Area 1

Reference				Project	Length	Added	Thoroughfare Plan	Pct. in
CIP No.	Roadway	From	То	Status	(mi)	Lanes	Description	Serv. Area
1-Gee-a	Gee Rd	0.187 mi N of US 380	First St	Recoup	0.65	2	Major Thoroughfare	100%
1-Gee-b	Gee Rd	0.187 mi N of US 380	First St	New	0.65	2	Major Thoroughfare	100%
1-Gee-c	Gee Rd	US 380	0.187 mi N of US 380	New	0.07	2	Major Thoroughfare	100%
1-Gee-d	Gee Rd	First St	FM 1385	New	0.97	4	Major Thoroughfare	100%
1-Tel-a	Teel Pkwy	US 380	871ft N of US 380	Recoup	0.17	2	Major Thoroughfare	100%
1-Tel-c	Teel Pkwy	First St	314 ft S of First St	Recoup	0.05	2	Major Thoroughfare	100%
1-Tel-b	Teel Pkwy	871ft N of US 380	314 ft S of First St	Recoup	0.51	2	Major Thoroughfare	100%
1-Tel-d	Teel Pkwy	US 380	First St	New	0.73	2	Major Thoroughfare	100%
1-Tel-e	Teel Pkwy	First St	381 ft N of Roundtree Dr	New	0.56	2	Major Thoroughfare	100%
1-Tel-f	Teel Pkwy	88 ft N of N Windsong Pk	381 ft N of Roundtree Dr	Recoup	0.36	2	Major Thoroughfare	100%
1-Tel-g	Teel Pkwy	88 ft N of N Windsong Pk	Prosper Trl	New	0.30	2	Major Thoroughfare	100%
1-Tel-h	Teel Pkwy	First St	Parvin Rd	New	1.77	2	Major Thoroughfare	100%
1-Tel-i	Teel Pkwy	Prosper Trl	Parvin Rd	New	1.23	2	Major Thoroughfare	100%
1-Lgy-b	Legacy Dr	Scarlet	First St	New	0.41	4	Major Thoroughfare	100%
1-Lgy-a	Legacy Dr	US 380	Scarlet Dr	Recoup	0.60	4	Major Thoroughfare	100%
1-Lgy-c	Legacy Dr	US 380	First St	New	1.00	2	Major Thoroughfare	100%
1-Lgy-f	Legacy Dr	Prosper Trl	Parvin Rd	New	0.57	2	Major Thoroughfare	100%
1-Lgy-g	Legacy Dr	Prosper Trl	Parvin Rd	New	0.57	2	Major Thoroughfare	100%
	Legacy Dr	Parvin Rd	Frontier Pkwy	New	0.47	2	Major Thoroughfare	50%
	Legacy Dr	Parvin Rd	Frontier Pkwy	New	0.47	2	Major Thoroughfare	50%
	Legacy Dr	First St	Prosper Trl	New	1.09	2	Major Thoroughfare	100%
	Legacy Dr	First St	Prosper Trl	New	1.09	2	Major Thoroughfare	100%
	New Road A	US 380	First St	New	1.01	2	Commercial Collector	100%
1-Rd-c	New Road C	New Road B	Greenwood Memorial Dr	New	0.31	3	Commercial Collector	100%
	New Road B	Prosper Trl	Frontier Pkwy	New	1.01	2	Commercial Collector	100%
	Parvin Rd	FM 1385	0.61 mi W of Legacy Drive	New	2.84	2	Major Thoroughfare	50%
	Parvin Rd	FM 1385	0.61 mi W of Legacy Drive	New	2.84	2	Major Thoroughfare	50%
	Frontier Pkwy	Legacy Dr	DNT	New	1.08	2	Major Thoroughfare	50%
	Frontier Pkwy	Legacy Dr	DNT	New	1.08	2	Major Thoroughfare	50%
	Frontier Pkwy	DNT	BNSF RR	Recoup	1.08	2	Major Thoroughfare	50%
	Frontier Pkwy	DNT	BNSF RR	New	1.08	2	Major Thoroughfare	50%
	Mahard Pkwy	US 380	Prairie Dr	Recoup	0.36	4	Major Thoroughfare	100%
	Mahard Pkwy	Prairie Dr	500 N of Prairie Dr	Recoup	0.10	2	Major Thoroughfare	100%
	Mahard Pkwy	Prairie Dr	500 N of Prairie Dr	New	0.10	2	Major Thoroughfare	100%
	Mahard Pkwy	500 N of Prairie Dr	Lovers Lane	New	0.13	4	Major Thoroughfare	100%
	Safety Way	DNT	Mike Howard	Recoup	0.48	2	Commercial Collector	100%
	Prosper Trl	Teel Pkwy	2550' E of Teel Pkwy	New	0.77	2	Minor Thoroughfare	100%
	Prosper Trl	1617' E of Teel Pkwy	3149' E of Teel Pkwy	New	0.29	2	Minor Thoroughfare	100%
	Prosper Trl	3149' E of Teel Pkwy	Legacy Dr	New	0.30	2	Minor Thoroughfare	100%
	Prosper Trl	Legacy Dr	DNT	New	1.09	2	Minor Thoroughfare	100%
	Prosper Trl	DNT	BNSF RR	Recoup	0.88	2	Minor Thoroughfare	100%
	First St	Gee Rd	Teel Pkwy	Recoup	1.19	2	Minor Thoroughfare	100%
	First St	Teel Pkwy	Stuber E.S.	Recoup	1.01	2	Minor Thoroughfare	100%
	First St	Stuber E.S.	DNT	New	1.41	2	Minor Thoroughfare	100%
	First St	DNT	BNSF RR	New	0.68	2	Minor Thoroughfare	100%
	Prairie Dr	Teel Pkwy	290 ft W of Waters Edge V	New	0.52	4	Minor Thoroughfare	100%
	Prairie Dr	290 ft W of Waters Edge V		Recoup	1.64	4	Minor Thoroughfare	100%
	Shawnee Trl	Prairie Dr	Lovers Lane	Recoup	0.22	4	Minor Thoroughfare	100%
	Shawnee Trl	Star Trace Pkwy	982 ft N of Caruth Dr	Recoup	1.09	2	Minor Thoroughfare	100%
	Shawnee Trl	Lovers Lane		New	0.88	4	Minor Thoroughfare	100%
			Star Trace Pkwy					
1-ST-d	Shawnee Trl	Star Trace Pkwy	982 ft N of Caruth Dr	New	1.09	2	Minor Thoroughfare	100%
1-ST-e	Shawnee Trl	982 ft N of Caruth Dr	Frontier Pkwy	New	0.46	4	Minor Thoroughfare	100%
	Lovers Lane	DNT	BNSF RR	New	0.59	4	Minor Thoroughfare	100%
1-LL-a	Lovers Lane	Mahard Pkwy	DNT	New	0.72	4	Minor Thoroughfare	100%

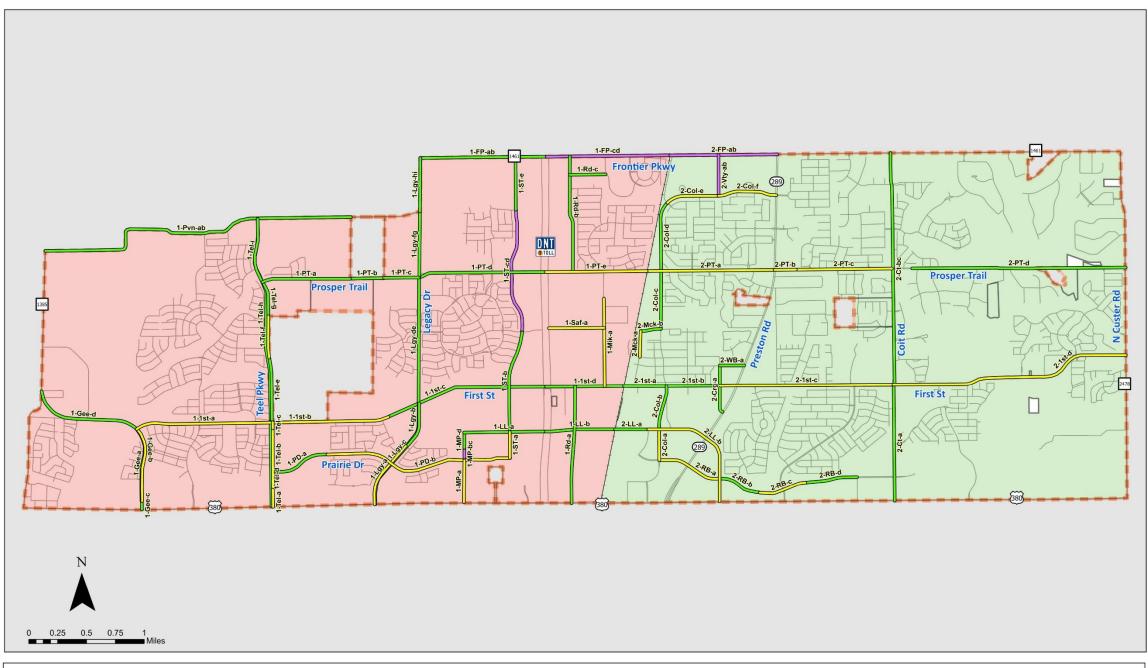


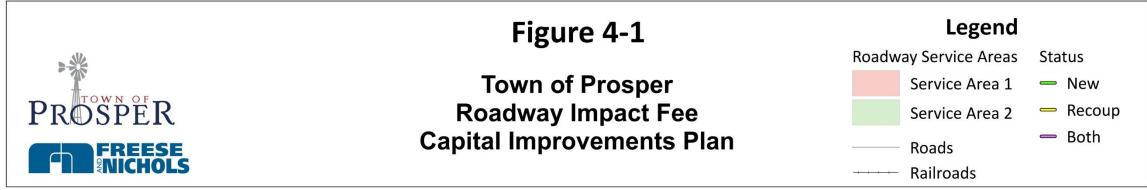
Table 4-3 10-Year Capital Improvements Plan for Roadway Impact Fees – Service Area 2

Reference				Project	Length	Added	Thoroughfare Plan	Pct. in
CIP No.	Roadway	From	То	Status	(mi)	Lanes	Description	Serv. Area
2-Ct-a	Coit Rd	US 380	First St	New	1.01	2	Major Thoroughfare	100%
2-Ct-b	Coit Rd	First St	Frontier Pkwy	New	2.00	2	Major Thoroughfare	100%
2-Ct-c	Coit Rd	First St	Frontier Pkwy	New	2.00	2	Major Thoroughfare	100%
2-FP-a	Frontier Pkwy	BNSF RR	Preston Rd	Recoup	1.01	2	Major Thoroughfare	50%
2-FP-b	Frontier Pkwy	BNSF RR	Preston Rd	New	1.01	2	Major Thoroughfare	50%
2-PT-a	Prosper Trl	BNSF RR	Preston Rd	Recoup	1.11	2	Minor Thoroughfare	100%
2-PT-c	Prosper Trl	560' E of Preston Rd	Coit Rd	Recoup	0.83	2	Minor Thoroughfare	100%
2-PT-b	Prosper Trl	560' E of Preston Rd	Preston Rd	Recoup	0.18	2	Minor Thoroughfare	100%
2-PT-d	Prosper Trl	864' E of Coit Rd	Custer Rd	New	1.76	2	Minor Thoroughfare	100%
2-1st-a	First St	BNSF RR	N Coleman St	New	0.37	2	Minor Thoroughfare	100%
2-1st-b	First St	N Coleman St	Craig St	New	0.46	2	Minor Thoroughfare	100%
2-1st-c	First St	Craig St	Coit Rd	Recoup	1.51	2	Minor Thoroughfare	100%
2-1st-d	First St	Coit Rd	Custer Rd	Recoup	2.06	2	Minor Thoroughfare	100%
2-RB-a	Richland Blvd	Coleman	Lovers Lane	Recoup	0.56	4	Minor Thoroughfare	100%
2-RB-b	Richland Blvd	Lovers Lane	287' W of La Cima	New	0.37	4	Minor Thoroughfare	100%
2-RB-c	Richland Blvd	287' W of La Cima	160' E of La Cima	Recoup	0.41	4	Minor Thoroughfare	100%
2-RB-d	Richland Blvd	160' E of La Cima	Prosper Commons	New	0.45	4	Minor Thoroughfare	100%
2-Col-a	Coleman St	Richland Blvd	Lovers Lane	Recoup	0.27	2	Minor Thoroughfare	100%
2-Col-b	Coleman St	Lovers Lane	First St	New	0.38	2	Minor Thoroughfare	100%
2-Col-c	Coleman St	Gorgeous Rd	Prosper Trl	New	0.50	2	Minor Thoroughfare	100%
2-Col-d	Coleman St	Prosper Trl	Talon	New	0.61	2	Minor Thoroughfare	100%
2-Col-e	Coleman St	Talon	Victory Way	Recoup	0.46	2	Minor Thoroughfare	100%
2-Col-f	Coleman St	Victory Way	Preston Rd	Recoup	0.51	4	Minor Thoroughfare	100%
2-LL-b	Lovers Lane	Gateway Dr	US 380	Recoup	1.12	4	Minor Thoroughfare	100%
2-LL-a	Lovers Lane	BNSF RR	Gateway Dr	New	0.29	4	Minor Thoroughfare	100%
2-Vty-a	Victory Way	Coleman St	Frontier Pkwy	Recoup	0.36	2	Minor Thoroughfare	100%
2-Vty-b	Victory Way	Coleman St	Frontier Pkwy	New	0.36	2	Minor Thoroughfare	100%
2-Mck-a	McKinley St	Gorgeous Rd	W 5th St	Recoup	0.22	2	Old Town District	100%
2-Mck-b	McKinley St	Gorgeous Rd	Coleman St	New	0.18	2	Old Town District	100%
2-Crg-a	Craig Rd	Preston Rd	West Broadway St	New	0.42	2	Commercial Couplet	100%
2-WB-a	West Broadway	Craig	Preston Rd	New	0.21	2	Old Town District	100%



Figure 4-1 CIP for Roadway Impact Fees





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4.2.3 Service Area

Chapter 395 requires that service areas be defined for roadway impact fees to ensure that facility improvements are in proximity to areas generating needs. Legislative requirements stipulate that roadway service areas be limited to a six-mile maximum and must be located within the current Town limits. Transportation service areas are different from water and wastewater systems, which can include the Town limits and its ETJ or other defined service area. This is primarily because roadway systems are "open" to both local and regional (non-Town) use as opposed to a defined level of utilization from residents within a water and wastewater system. The result is that new development can only be assessed an impact fee based on the cost of necessary capital improvements within that service area. Two roadway service areas, illustrated in **Figure 4-1**, were retained in this update with revisions made to include any annexations since the last programmatic update.

4.2.4 Service Units

Service units establish a relationship between roadway projects and demand placed on the street system by development, as well as provide the ability to calculate and assess impact fees for specific development proposals. As defined in Chapter 395, "Service unit means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions."

To determine the roadway impact fee for a particular development, the service unit must accurately identify the impact that the development will have on the major roadway system (i.e., arterial and collector roads) serving the development. This impact is a combination of the number of new trips generated by the development, the particular peaking characteristics of the land-use(s) within the development, and the length of each new trip on the transportation system.

The service unit must also reflect the capacity provided by the roadway system and the demand placed on the system during peak, or design, conditions. Transportation facilities are designed and constructed to accommodate volumes expected to occur during peak hours (design hours). These peak hour volumes typically occur during the typical weekday as motorists travel to and from work.



The vehicle-mile during the PM peak hour serves as the service unit for impact fees in Prosper. This service unit establishes a more precise measure of capacity, utilization and intensity of land development through the use of published trip generation data. It also recognizes legislative requirements regarding trip length.

Another aspect of the service unit is the service volume that is provided (supplied) by a lane-mile of roadway facility. This number, also referred to as capacity, is a function of the facility type, facility configuration, number of lanes, and level of service. The hourly service volumes used in the Roadway Impact Fee Update are based upon Thoroughfare Capacity Criteria published by the NCTCOG and a review of its travel demand model hourly capacities. **Table 4-4** and **Table 4-5** show the service volumes utilized in this report.

Table 4-4 Service Capacity for Proposed Facility Types

rable 4.4 Service capacity for Froposeur activity Types				
Roadway Type (Classification)	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility		
Collector Street (2LC)	Undivided	450		
Commercial Couplet (3L)	Undivided	500		
Minor Thoroughfare (4UA)	Undivided	525		
Minor Thoroughfare (4LD)	Divided	650		
Ultimate Major Thoroughfare (6LD)	Divided	700		

 Table 4-5
 Service Capacity for Existing Facility Types

Roadway		Hourly Vehicle-Mile Capacity per Lane-Mile of
Type	Description	Roadway Facility
2UR	Rural Cross-Section (i.e., gravel, dirt, etc.)	150
2UA	Two lane undivided – Arterial Type	700
2UC	Two lane undivided – Collector Type	450
3SC	Three lane undivided (TWLTL) – Collector Type	500
3SA	Three lane undivided (TWLTL) – Arterial Type	700
4UA	Four lane undivided – Arterial Type	525
4DA	Four lane divided – Arterial Type	650
5SA	Five lane undivided (TWLTL) – Arterial Type	700
6DA	Six lane divided – Arterial Type	700
SRA	Strategic Regional Arterial	925

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4.2.5 Cost Per Service Unit

A fundamental step in the impact fee process is to establish the cost for each service unit. For roadways, this is the cost per vehicle-mile of capacity provided by the impact fee CIP improvements. This cost per service unit is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of growth and is aligned with level of service corresponding to the Town's standards. The costs for service units are calculated based on the specific list of projects within each service area.

The cost per service unit is also rooted in capacity necessitated to address forecasted ten-year growth by service area. Chapter 395 requires that only the cost attributable to growth be considered in the impact fee calculation (see Section 4.4).

4.2.6 Cost of the CIP

In general, those costs associated with implementation of a roadway are eligible for inclusion and into the CIP and include design, right-of-way acquisition, and construction. Debt service is also eligible for inclusion. It is important to note that upon completion of the capital improvements identified in the CIP, the Town must recalculate the impact fee using the *actual* costs and make refunds if the difference of actual cost, less the impact fee paid, is greater than 10 percent. To prevent this situation, conservative estimates of project cost are considered.

Chapter 395.012 identifies roadway costs eligible for impact fee recovery. The law states that:

"An impact fee may be imposed only to pay the cost of constructing capital improvements for facility expansions, including and limited to the construction contract price, surveying and engineering fees, land acquisition costs, including land purchases, court awards and costs, attorney fees, and expert witness fees; and fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision."

"Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan."

The following details the individual cost components of the impact fee CIP.



<u>Construction</u>: Construction costs include those costs which are normally associated with construction, including: paving, dirt work (including sub-grade preparation, embankment fill and excavation), clearing and grubbing, retaining walls or other slope protection measures, and general drainage items which are necessary in order to build the roadway and allow the roadway to fulfill its vehicle carrying capability. Individual items may include; bridges, culverts, inlets and storm sewers, junction boxes, man holes, curbs and/or gutters, and channel linings and other erosion protection appurtenances. Other items included in cost estimates may include: sidewalks, traffic control devices at select locations (initial cost only), and minimal sodding/landscaping.

<u>Engineering:</u> These are the costs associated with the design and surveying necessary to construct the roadway. Because the law specifically references fees, it has generally been understood that in-house Town design and surveying cannot be included. Only those services that are contracted out can be included and it may be necessary to use outside design and surveying firms to perform the work. For planned projects, a percentage based on typical engineering contracts was used to estimate these fees.

<u>Right-of-Way:</u> Any land acquisition cost estimated to be necessary to construct a roadway can be included in the cost estimate. For planning purposes, only the additional amount of land needed to bring a roadway right-of-way to thoroughfare standard was considered. For example, if a 120' right-of-way for an arterial road was needed and 80' of right-of-way currently existed, only 40' would be considered in the acquisition cost.

The cost for right-of-way may vary based on location of project and will be based on data from the most current County Appraisal District data.

<u>Debt Service</u>: Predicted interest charges and finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principle and interest on bonds, notes, or other obligations issued by the Town to finance capital improvements identified in the impact fee capital improvements plans. They cannot be used to reimburse bond funds for other facilities.

<u>Study Updates:</u> The fees paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision can be included in the impact fees.

Only the cost necessitated by new development within the 10-year plan period will be considered for impact fee consideration. For example, if only 60% of the capacity provided by the impact fee CIP is



needed over the ten-year window, then only 60% of the cost associated with those facilities is considered in the cost per service unit calculation.

Table 4-6 and **Table 4-7** are the list of CIP projects for the Town of Prosper with conceptual level project cost estimates. Detailed cost estimates and the methodology used for each individual project can be seen in **Appendix F** - Conceptual Level Project Cost Estimates. It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are potentially recoverable through impact fees. Actual costs of construction are likely to change with time and are dependent on market and economic conditions that cannot be precisely predicted at this time.

This CIP establishes the list of projects for which impact fees may be utilized. Monies collected in each roadway service area may only be used to fund those specific projects listed within the impact fee CIP.

Table 4-6 10-Year Capital Improvements Plan for Roadway Impact Fees with Conceptual Level Cost Projections – Service Area 1

Reference CIP No.	Roadway	From	То	Project Status	Length (mi)	Added Lanes	Thoroughfare Plan Description	Pct. in Serv. Area	Total Project Cost
1-Gee-a	Gee Rd	0.187 mi N of US 380	First St	Recoup	0.65	2	Major Thoroughfare	100%	\$1,949,400
	Gee Rd	0.187 mi N of US 380	First St	New	0.65	2	Major Thoroughfare	100%	\$3,966,408
	Gee Rd	US 380	0.187 mi N of US 380	New	0.07	2	Major Thoroughfare	100%	\$435,758
	Gee Rd	First St	FM 1385	New	0.97	4	Major Thoroughfare	100%	\$24,314,353
1-Tel-a	Teel Pkwy	US 380	871ft N of US 380	Recoup	0.17	2	Major Thoroughfare	100%	\$306,932
1-Tel-c	Teel Pkwy	First St	314 ft S of First St	Recoup	0.05	2	Major Thoroughfare	100%	\$90,274
1-Tel-b	Teel Pkwy	871ft N of US 380	314 ft S of First St	Recoup	0.51	2	Major Thoroughfare	100%	\$920,795
1-Tel-d	Teel Pkwy	US 380	First St	New	0.73	2	Major Thoroughfare	100%	\$4,441,859
1-Tel-e	Teel Pkwy	First St	381 ft N of Roundtree Dr	New	0.56	2	Major Thoroughfare	100%	\$7,632,773
1-Tel-f	Teel Pkwy	88 ft N of N Windsong Pk	381 ft N of Roundtree Dr	Recoup	0.36	2	Major Thoroughfare	100%	\$669,865
1-Tel-g	Teel Pkwy	88 ft N of N Windsong Pk	Prosper Trl	New	0.30	2	Major Thoroughfare	100%	\$1,822,747
1-Tel-h	Teel Pkwy	First St	Parvin Rd	New	1.77	2	Major Thoroughfare	100%	\$6,910,570
1-Tel-i	Teel Pkwy	Prosper Trl	Parvin Rd	New	1.23	2	Major Thoroughfare	100%	\$8,522,232
	Legacy Dr	Scarlet	First St	New	0.41	4	Major Thoroughfare	100%	\$13,376,910
	Legacy Dr	US 380	Scarlet Dr	Recoup	0.60	4	Major Thoroughfare	100%	\$625,627
1-Lgy-c	Legacy Dr	US 380	First St	New	1.00	2	Major Thoroughfare	100%	\$3,652,778
1-Lgy-f	Legacy Dr	Prosper Trl	Parvin Rd	New	0.57	2	Major Thoroughfare	100%	\$3,964,230
1-Lgy-g	Legacy Dr	Prosper Trl	Parvin Rd	New	0.57	2	Major Thoroughfare	100%	\$2,238,493
1-Lgy-h	Legacy Dr	Parvin Rd	Frontier Pkwy	New	0.47	2	Major Thoroughfare	50%	\$1,635,260
1-Lgy-i	Legacy Dr	Parvin Rd	Frontier Pkwy	New	0.47	2	Major Thoroughfare	50%	\$923,822
1-Lgy-d	Legacy Dr	First St	Prosper Trl	New	1.09	2	Major Thoroughfare	100%	\$7,552,957
1-Lgy-e	Legacy Dr	First St	Prosper Trl	New	1.09	2	Major Thoroughfare	100%	\$4,258,508
1-Rd-a	New Road A	US 380	First St	New	1.01	2	Commercial Collector	100%	\$5,925,959
1-Rd-c	New Road C	New Road B	Greenwood Memorial Dr	New	0.31	3	Commercial Collector	100%	\$3,263,777
1-Rd-b	New Road B	Prosper Trl	Frontier Pkwy	New	1.01	2	Commercial Collector	100%	\$5,925,959
1-Pvn-a	Parvin Rd	FM 1385	0.61 mi W of Legacy Drive	New	2.84	2	Major Thoroughfare	50%	\$9,818,745
1-Pvn-b	Parvin Rd	FM 1385	0.61 mi W of Legacy Drive	New	2.84	2	Major Thoroughfare	50%	\$5,529,895
1-FP-a	Frontier Pkwy	Legacy Dr	DNT	New	1.08	2	Major Thoroughfare	50%	\$4,791,816
1-FP-b	Frontier Pkwy	Legacy Dr	DNT	New	1.08	2	Major Thoroughfare	50%	\$2,382,041
1-FP-c	Frontier Pkwy	DNT	BNSF RR	Recoup	1.08	2	Major Thoroughfare	50%	\$1,833,000
1-FP-d	Frontier Pkwy	DNT	BNSF RR	New	1.08	2	Major Thoroughfare	50%	\$2,115,007
1-MP-a	Mahard Pkwy	US 380	Prairie Dr	Recoup	0.36	4	Major Thoroughfare	100%	\$602,928
1-MP-b	Mahard Pkwy	Prairie Dr	500 N of Prairie Dr	Recoup	0.10	2	Major Thoroughfare	100%	\$594,948
1-MP-c	Mahard Pkwy	Prairie Dr	500 N of Prairie Dr	New	0.10	2	Major Thoroughfare	100%	\$721,004
1-MP-d	Mahard Pkwy	500 N of Prairie Dr	Lovers Lane	New	0.13	4	Major Thoroughfare	100%	\$1,315,106
1-Saf-a	Safety Way	DNT	Mike Howard	Recoup	0.48	2	Commercial Collector	100%	\$1,628,259
1-PT-a	Prosper Trl	Teel Pkwy	2550' E of Teel Pkwy	New	0.77	2	Minor Thoroughfare	100%	\$5,215,825
1-PT-b	Prosper Trl	1617' E of Teel Pkwy	3149' E of Teel Pkwy	New	0.29	2	Minor Thoroughfare	100%	\$1,973,358
1-PT-c	Prosper Trl	3149' E of Teel Pkwy	Legacy Dr	New	0.30	2	Minor Thoroughfare	100%	\$1,871,352
1-PT-d	Prosper Trl	Legacy Dr	DNT	New	1.09	2	Minor Thoroughfare	100%	\$5,625,916
1-PT-e	Prosper Trl	DNT	BNSF RR	Recoup	0.88	2	Minor Thoroughfare	100%	\$1,148,752
1-1st-a	First St	Gee Rd	Teel Pkwy	Recoup	1.19	2	Minor Thoroughfare	100%	\$2,866,000
1-1st-b	First St	Teel Pkwy	Stuber E.S.	Recoup	1.01	2	Minor Thoroughfare	100%	\$3,574,937
1-1st-c	First St	Stuber E.S.	DNT	New	1.41	2	Minor Thoroughfare	100%	\$9,537,195
1-1st-d	First St	DNT	BNSF RR	New	0.68	2	Minor Thoroughfare	100%	\$4,598,025
1-PD-a	Prairie Dr	Teel Pkwy	290 ft W of Waters Edge V	New	0.52	4	Minor Thoroughfare	100%	\$5,448,010
1-PD-b	Prairie Dr	290 ft W of Waters Edge \	Shawnee Trl	Recoup	1.64	4	Minor Thoroughfare	100%	\$4,523,471
1-ST-a	Shawnee Trl	Prairie Dr	Lovers Lane	Recoup	0.22	4	Minor Thoroughfare	100%	\$2,000,000
1-ST-c	Shawnee Trl	Star Trace Pkwy	982 ft N of Caruth Dr	Recoup	1.09	2	Minor Thoroughfare	100%	\$3,986,439
1-ST-b	Shawnee Trl	Lovers Lane	Star Trace Pkwy	New	0.88	4	Minor Thoroughfare	100%	\$9,197,679
1-ST-d	Shawnee Trl	Star Trace Pkwy	982 ft N of Caruth Dr	New	1.09	2	Minor Thoroughfare	100%	\$5,885,726
1-ST-e	Shawnee Trl	982 ft N of Caruth Dr	Frontier Pkwy	New	0.46	4	Minor Thoroughfare	100%	\$4,815,524
1-LL-b	Lovers Lane	DNT	BNSF RR	New	0.59	4	Minor Thoroughfare	100%	\$6,185,000
1-LL-a	Lovers Lane	Mahard Pkwy	DNT	New	0.72	4	Minor Thoroughfare	100%	\$7,533,275
1-Mik-a	Mike Howard	First St	1,200 ft S of Prosper Trl	Recoup	0.76	2	Commercial Collector	100%	\$1,550,000

\$234,197,483

Table 4-7 10-Year Capital Improvements Plan for Roadway Impact Fees With Conceptual Level Cost Opinions - Service Area 2

Reference		_	_	Project	Length	Added	Thoroughfare Plan	Pct. in	Total Project
CIP No.	Roadway	From	То	Status	(mi)	Lanes	Description	Serv. Area	Cost
2-Ct-a	Coit Rd	US 380	First St	New	1.01	2	Major Thoroughfare	100%	\$3,950,06
2-Ct-b	Coit Rd	First St	Frontier Pkwy	New	2.00	2	Major Thoroughfare	100%	\$13,576,26
2-Ct-c	Coit Rd	First St	Frontier Pkwy	New	2.00	2	Major Thoroughfare	100%	\$7,794,57
2-FP-a	Frontier Pkwy	BNSF RR	Preston Rd	Recoup	1.01	2	Major Thoroughfare	50%	\$3,650,00
2-FP-b	Frontier Pkwy	BNSF RR	Preston Rd	New	1.01	2	Major Thoroughfare	50%	\$3,141,04
2-PT-a	Prosper Trl	BNSF RR	Preston Rd	Recoup	1.11	2	Minor Thoroughfare	100%	\$1,523,84
2-PT-c	Prosper Trl	560' E of Preston Rd	Coit Rd	Recoup	0.83	2	Minor Thoroughfare	100%	\$4,392,42
2-PT-b	Prosper Trl	560' E of Preston Rd	Preston Rd	Recoup	0.18	2	Minor Thoroughfare	100%	\$952,57
2-PT-d	Prosper Trl	864' E of Coit Rd	Custer Rd	New	1.76	2	Minor Thoroughfare	100%	\$12,354,89
2-1st-a	First St	BNSF RR	N Coleman St	New	0.37	2	Minor Thoroughfare	100%	\$2,494,35
2-1st-b	First St	N Coleman St	Craig St	New	0.46	2	Minor Thoroughfare	100%	\$3,138,40
2-1st-c	First St	Craig St	Coit Rd	Recoup	1.51	2	Minor Thoroughfare	100%	\$2,589,86
2-1st-d	First St	Coit Rd	Custer Rd	Recoup	2.06	2	Minor Thoroughfare	100%	\$11,321,64
2-RB-a	Richland Blvd	Coleman	Lovers Lane	Recoup	0.56	4	Minor Thoroughfare	100%	\$4,795,32
2-RB-b	Richland Blvd	Lovers Lane	287' W of La Cima	New	0.37	4	Minor Thoroughfare	100%	\$3,883,95
2-RB-c	Richland Blvd	287' W of La Cima	160' E of La Cima	Recoup	0.41	4	Minor Thoroughfare	100%	\$1,994,83
2-RB-d	Richland Blvd	160' E of La Cima	Prosper Commons	New	0.45	4	Minor Thoroughfare	100%	\$4,708,89
2-Col-a	Coleman St	Richland Blvd	Lovers Lane	Recoup	0.27	2	Minor Thoroughfare	100%	\$2,312,03
2-Col-b	Coleman St	Lovers Lane	First St	New	0.38	2	Minor Thoroughfare	100%	\$2,291,71
2-Col-c	Coleman St	Gorgeous Rd	Prosper Trl	New	0.50	2	Minor Thoroughfare	100%	\$3,006,78
2-Col-d	Coleman St	Prosper Trl	Talon	New	0.61	2	Minor Thoroughfare	100%	\$3,667,05
2-Col-e	Coleman St	Talon	Victory Way	Recoup	0.46	2	Minor Thoroughfare	100%	\$500,00
2-Col-f	Coleman St	Victory Way	Preston Rd	Recoup	0.51	4	Minor Thoroughfare	100%	\$311,83
2-LL-b	Lovers Lane	Gateway Dr	US 380	Recoup	1.12	4	Minor Thoroughfare	100%	\$9,590,65
2-LL-a	Lovers Lane	BNSF RR	Gateway Dr	New	0.29	4	Minor Thoroughfare	100%	\$3,046,35
2-Vty-a	Victory Way	Coleman St	Frontier Pkwy	Recoup	0.36	2	Minor Thoroughfare	100%	\$2,137,56
2-Vty-b	Victory Way	Coleman St	Frontier Pkwy	New	0.36	2	Minor Thoroughfare	100%	\$2,166,61
2-Mck-a	McKinley St	Gorgeous Rd	W 5th St	Recoup	0.22	2	Old Town District	100%	\$1,769,83
2-Mck-b	McKinley St	Gorgeous Rd	Coleman St	New	0.18	2	Old Town District	100%	\$1,561,88
2-Crg-a	Craig Rd	Preston Rd	West Broadway St	New	0.42	2	Commercial Couplet	100%	\$2,861,04
2-WB-a	West Broadway St	Craig	Preston Rd	New	0.21	2	Old Town District	100%	\$1,434,45

\$122,920,757

4.2.7 Service Unit Calculation

To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the ten-year study period. Growth from 2023 to 2033 is based upon projected changes in residential and non-residential growth for the period. In order to determine this growth, baseline estimates of population, basic square feet, service square feet, and retail square feet for 2023 were made along with projections for each of these demographic statistics through 2033. The *Land Use Assumptions* (see Section 4.2.1) details the growth estimates used for the impact fee determination.

The residential and non-residential statistics in the *Land Use Assumptions* provide the "independent variables" that are used to calculate the existing (2023) and projected (2033) transportation service units used to establish the roadway impact fee maximum rates within each service area. The roadway demand



service units (vehicle-miles) for each service area are the sum of the vehicle-miles "generated" by each category of land use in the service area.

<u>Land Use Assumptions:</u> For the purpose of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the existing and projected population is converted to dwelling units. The number of dwelling units in each service area is multiplied by a *service unit equivalence* (SUE) to compute the vehicle-miles of travel that occur during the afternoon peak hour. This factor computes the average amount of demand caused by the residential land uses in the service area. The *service unit equivalence* is discussed in more detail below.

For non-residential land uses, the process is similar. The *Land Use Assumptions* provide the existing and projected amount of building square footages for three categories of non-residential land uses – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).

Building square footage is the most common independent variable for the estimation of non-residential trips in the *ITE Trip Generation Manual, 11th Edition*. This independent variable is more appropriate than the number of employees because building square footage is tied more closely to trip generation and is known at the time of application for any development or development modification that would require the assessment of an impact fee.

The existing and projected land use assumptions for the dwelling units and the square footage of basic, service, and retail land uses provided the basis for the projected increase in vehicle-miles of travel. As noted earlier, a *service unit equivalency* is applied to these values and then summed to calculate the total peak-hour vehicle-miles of demand for each service area.

Service Unit Equivalencies: The service unit equivalencies are aggregate rates derived from several sources – the ITE, Trip Generation Manual, 11th Edition, and the regional Origin-Destination Travel Survey performed by NCTCOG and the National Household Travel Survey (NHTS). The ITE, Trip Generation Manual, 11th Edition, provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. These trips are called pass-by trips, and since the travel demand is accounted for in the land use



calculations relative to the primary trip, it is necessary to discount the retail rate to avoid double-counting trips.

The next component of the *service unit equivalency* accounts for the length of each trip. The average trip length for each category is based on the region-wide travel characteristics survey conducted by the NCTCOG and the NHTS.

The computation of the *service unit equivalency* can be expressed as the product of the trip generation rate of the development, reduced for pass-by trips, and the average trip length, with a maximum length of 6 miles per service area limitations. For example, a development generating 100 vehicle trips in the PM peak hour with an average trip length of two miles would generate:

100 vehicle-trips x 2 miles/trip = 200 vehicle-miles

For land uses which are characterized by longer average trip lengths (primarily residential uses), the maximum trip length has been limited to six miles based on the maximum trip length within each service area per Chapter 395 of the Texas Local Government Code.

Additionally, the assessment of an individual development's impact fee is based on the premise that each vehicle-trip has an origin and a destination, and that the development end should pay for one-half of the cost necessary to complete each trip. To prevent the potential of double charging, trip lengths were divided by two to reflect half of the vehicle trip associated with development.

Table 4-8 shows the derivation of the *Service Unit Equivalency* for residential land uses and the three non-residential land use (employment by type) categories. The values utilized for all variables shown in the *service unit equivalency* equation are also shown in the table.

Table 4-8 Service Unit Equivalency Calculations

Variable	Residential	Basic	Service	Retail
Adjusted Trip Rate	0.94	0.65	1.44	2.24
Pass-by Rate	0%	0%	0%	34%
Full Trip Length	14.82	10.02	12.00	6.17
Average Trip Length*	6.00	5.01	6.0	3.09
SUE	5.64	3.26	8.64	6.92

^{*} Average Trip Length is 50% (adjustment for O-D) of the full trip length. All trip lengths were capped at 6.00 miles due to the maximum size of service areas.

The application of the demographic projections and the *service unit equivalencies* are presented in the 10-Year Growth Projections in **Table 4-9**. This table shows the total vehicle miles by service area for the years 2023 and 2033. These estimates and projections lead to the Vehicle Miles of Travel for both 2023 and 2033.

Table 4-9 Vehicle-Mile Trip Generation

Estimated Residential Growth Vehicle-Mile Trip Generation

Service Area	Added	Added	Vehicle-Miles	Total
	Population	Dwelling Units	per DU	Vehicle-Miles
1	17,968	6,568	5.64	37,043
2	7,626	2,766	5.64	15,602

Estimated Basic Employment Growth Vehicle-Mile Generation

Service Area	Total	Vehicle-Miles	Total	
	Square Feet	Per 1000/SF	Vehicle-Miles	
1	1,136,400	3.26	3,701	
2	586,800	3.26	1,911	

Estimated Service Employment Growth Vehicle-Mile Generation

Service Area	Total	Vehicle-Miles	Total
00.7.007.00	Square Feet	Per 1000/SF	Vehicle-Miles
1	3,952,500	8.64	34,150
2	2,149,000	8.64	18,567

Estimated Retail Employment Growth Vehicle-Mile Generation

Service Area	Total	Vehicle-Miles	Total
001110071100	Square Feet	Per 1000/SF	Vehicle-Miles
1	614,400	6.92	4,253
2	300,000	6.92	2,077

Persons Per DU Service Area Persons / DU 1 2.74 2 2.76

Square Ft per Employee

Type	SF/Employee
Basic	1,200
Service	500
Retail	800
	000

Vehicle-mile Generation Summary

	Residential	Basic	Service	Retail	Total
Service Area	Growth	Growth	Growth	Growth	Growth
	Vehicle-Miles	Vehicle-Miles	Vehicle-Miles	Vehicle-Miles	Vehicle-Miles
1	37,043	3,701	34,150	4,253	79,146
2	15,602	1,911	18,567	2,077	38,157
Totals	52,644	5,612	52,717	6,329	117,302

4.3 Impact Fee Calculation

4.3.1 Maximum Assessable Roadway Impact Fee Per Service Unit

This section presents the maximum assessable roadway impact fee rate calculated for each service area. The maximum assessable roadway impact fee is the sum of the eligible Impact Fee CIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the 10-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed. **Table 4-10** illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify the explanation of the calculation.

Line	Title	Description
	Total Vehicle-Miles of	The total number of vehicle-miles added to the service area based
1	Capacity Added by the	on the capacity, length, and number of lanes in each project. (from
	CIP	Appendix G – CIP Service Units of Supply)

Each project identified in the Roadway Impact Fee CIP will add a certain amount of capacity to the Town's roadway network based on its length and classification. This line displays the total amount added within the service area.

	Total Vehicle-Miles of	A measure of the amount of traffic currently using the roadway			
2		facilities upon which capacity is being added. (from Appendix G –			
		CIP Service Units of Supply)			

A number of facilities identified in the Roadway Impact Fee CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.

3	Total Vehicle-Miles of	Number of vehicle-miles of travel that are not accommodated by the existing roadway system. (from Appendix H – Existing Roadway
	Existing Deficiencies	Facilities Inventory)

In order to ensure that existing deficiencies on the Town's roadway network are not recoverable through impact fees, this line is based on the entire roadway network within the service area. Any roadway within the service area that is deficient – even those not identified on the Roadway Impact Fee CIP – will have these additional trips removed from the calculation.

	Net Amount of Vehicle-	A measurement of the amount of vehicle-miles added by the CIP				
4	Miles of Capacity	that will not be utilized by existing demand. (Line 1 - Line 2 - Line				
	Added	3)				



5	Total Cost of the CIP	The total cost of the projects within the service area (from Table 4-6/Table 4-7 - 10-Year Roadway Capital Improvements Plan with
	within the Service Area	Conceptual Level Cost Projections)

This line simply identifies the total cost of all of the projects identified in the service area.

6	Cost of Net Capacity Supplied	The total CIP cost (Line 5) prorated by the ratio of Net Capacity Added (Line 4) to Total Capacity Added (Line 1). [(Line 4 / Line 1) * (Line 5)]
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Using the ratio of vehicle-miles added by the Roadway Impact Fee CIP available to serve future growth to the total vehicle-miles added, the total cost of the Impact Fee CIP is reduced to the amount available for future growth (i.e., excluding existing usage and deficiencies).

		The ratio of net capacity supplied (Line 4) divided by the total				
7	Cost to Meet Existing	capacity supplied (Line 1) multiplied total project cost of the CIP				
′	Needs and Usage	(Line 6) subtracted from total project cost of the CIP (Line 6).				
		(Line 6 – ((Line 4/Line 1)*(Line 6))				

This line is provided for information purposes only – it is to present the portion of the total cost of the Roadway Impact Fee CIP that is required to meet existing demand.

8	Total Vehicle-Miles of New Demand over Ten Years	Based upon the growth projection provided in the Land Use Assumptions (see Section 4.1.1), an estimate of the number of new vehicle-miles within the service area over the next ten years. (from Table 4-9)
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This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	Percent of Capacity Added Attributable to	The result of dividing Total Vehicle-Miles of New Demand (Line 8) by the Net Amount of Capacity Added (Line 4), limited to 100%
	New Growth	(Line 10). This calculation is required by Chapter 395 to ensure
	Chapter 395 Check	capacity added is attributable to new growth.

In order to ensure that the vehicle-miles added by the Roadway Impact Fee CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the amount of vehicle-miles added by the Roadway Impact Fee CIP exceeds the growth projected to occur in the next ten years, the Roadway Impact Fee CIP cost is reduced accordingly.

	Cost of Capacity Added	The result of multiplying the Cost of Net Capacity Added (Line 6) by				
10	Attributable to New	the Percent of Capacity Added Attributable to New Growth, limited				
	Growth	to 100% (Line 9).				

The value of the total Roadway Impact Fee CIP project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

4.3.2 Awarding the Roadway Impact Fee Credit

Chapter 395 of the Texas Local Government Code requires the capital improvements plan for roadway impact fees to contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code states:

"(7) A plan for awarding:

- (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
- (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan..."

The following table summarizes the portions of **Table 4-10** that utilize this credit calculation, based on awarding a 50 percent credit.

Line	Title	Description
8	Projected 10-yr	Projected 10 year Demand based on population and employment
0	Demand	growth
11	Financing Costs	Using 4.0% Interest Rate for Bond Debt Service.
12	Existing Impact Fee	Existing Roadway Impact Fees in fund balance as of 2023.
	Fund Balance	Existing reducting impact rees in raina balance as of 2025.
	Cost of the CIP and	The sum of the Cost of Capacity Added Attributable to New Growth,
13	Financing Attributable	Financing Costs minus the Impact Fee Fund Balance.
	to New Growth	(Line 10 + Line 11 – Line 12)
	Pre-Credit Maximum	Found by dividing the Cost of the CIP Attributable to New Growth
14	Fee Per Service Unit	(Line 13) by the Total Vehicle-Miles of New Demand Over Ten Years
	ree Per Service Utill	(Line 8). (Line 13 / Line 8)
		Found by dividing the Recoverable Cost of the CIP and Financing
	Maximum Assessable	(Line 13) by the Total Vehicle-Miles of New Demand Over Ten Years
15	Fee Per Service Unit	(Line 8) and applying a credit equal to 50% of the total projected
	(50%)	cost, as per section 395.014 of the Texas Local Government Code.
		(Line 13 / Line 8) * 50%

 Table 4-10
 Maximum Assessable Roadway Impact Fee

		SERVICE AREA				
LINE	TITLE	1 (W. of RR)	2 (E. of RR)			
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE CIP (FROM CIP SERVICE UNITS OF SUPPLY, APPENDIX G)	59,716	33,060			
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM CIP SERVICE UNITS OF SUPPLY, APPENDIX G)	6,374	6,345			
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING ROADWAY FACILITIES INVENTORY, APPENDIX H)	6,566	956			
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1- LINE 2 - LINE 3)	46,776	25,759			
5	TOTAL COST OF THE CIP WITHIN SERVICE AREA (LINE 5)	\$234,240,608	\$122,944,632			
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1)*(LINE 5)	\$183,483,058	\$95,794,114			
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	\$50,757,550	\$27,150,518			
8	TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (FROM Table 4-9 AND Land Use Assumptions)	79,146	38,157			
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	100%	100%			
10	COST OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 6 * LINE 10)	\$183,483,058	\$95,794,114			
11	FINANCING COSTS	\$29,883,044	\$10,850,857			
12	EXISTING IMPACT FEE FUND BALANCE	\$0	\$0			
13	COST OF CIP AND FINANCING ATTRIBUTABLE TO GROWTH (LINE 11 + LINE 12 – LINE 13)	\$213,316,102	\$106,644,971			
14	PRE-CREDIT MAX FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 14 / LINE 8)	\$2,694	\$2,794			
15	MAX ASSESSABLE FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 13 / 10 Yr VMT Demand)	\$1,347	\$1,397			

4.3.3 Roadway Impact Fee Equivalency Table

The roadway impact fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the Town utilizes the Land Use/Vehicle-Mile Equivalency Table, presented in **Table 4-11**. This table lists the predominant land uses that may occur within the Town of Prosper. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional.

The right-most column shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, referred to as the *Service Unit Equivalence*, is used in the impact fee estimate to compute the number of service units consumed by each land use application. *The number of service units is multiplied by the impact fee rate (established by ordinance, as applicable)*

in order to determine the impact fee for a development.

Table 4-11 Land Use / Vehicle-Mile Equivalency Table

ITE Land Use	TTE Code	Development Unit	Trip Gen Rate (PM)	Pass By Rate	Ave. Trip Rate w/ Deductions	FNI Trip Length (mi)	Adj. Trip Length (mi)	Max. Trip Length (mi)	Veh-Mi Per Dev Unit
RESIDENTIAL						()	()	()	
Single-family detached housing	210	Dwelling Units	0.94	0.0%	0.94	14.82	7.41	6.00	5.64
Single-Family Attached Housing	215	Dwelling Units	0.57	0.0%	0.57	14.82	7.41	6.00	3.42
Multifamily Housing (Low-Rise, 1-3 floors)	220	Dwelling Units	0.51	0.0%	0.51	14.82	7.41	6.00	3.06
Multifamily Housing (Mid-Rise, 4-10 floors)	221	Dwelling Units	0.39	0.0%	0.39	14.82	7.41	6.00	2.34
Condominium / Townhouse	230	Dwelling Units	0.36	0.0%	0.36	14.82	7.41	6.00	2.16
Mid-Rise Residential w/Ground Floor Commercial (4-10 Foors)	231	Dwelling Units	0.17	0.0%	0.17	14.82	7.41	6.00	1.02
Senior Adult Housing - Single Family	251	Dwelling Units	0.3	0.0%	0.3	9.16	4.58	4.58	1.37
Senior Adult Housing - Multi-Family	252	Dwelling Units	0.25	0.0%	0.25	9.16	4.58	4.58	1.15
Congregate Care Facility	253	Dwelling Units	0.18	0.0%	0.18	10.3	5.15	5.15	0.93
Assisted Living Center	254	Beds	0.24	0.0%	0.24	7.55	3.78	3.78	0.91
Continuing Care Retirement Community	255	Dwelling Units	0.19	0.0%	0.19	7.55	3.78	3.78	0.72
Nursing Home	620	1,000 Sq Ft GFA	0.59	0.0%	0.59	7.55	3.78	3.78	2.23
OFFICE									
General Office	710	1000 sq. ft.	1.44	0.0%	1.44	12.00	6.00	6.00	8.64
Small Office Building	712	1000 sq. ft.	2.16	0.0%	2.16	10.92	5.46	5.46	11.79
Corporate Headquarters Bldg	714	1000 sq. ft.	1.3	0.0%	1.30	10.92	5.46	5.46	7.10
Medical-Dental Office	720	1000 sq. ft.	3.93	0.0%	3.93	10.92	5.46	5.46	21.46
Government Building	730	1000 sq. ft.	1.71	0.0%	1.71	10.92	5.46	5.46	9.34
U.S. Post Office	732	1000 sq. ft.	11.21	70.0%	3.36	10.92	5.46	5.46	18.36
Office Park	750	1000 sq. ft.	1.3	0.0%	1.30	10.92	5.46	5.46	7.10
Research and Development Center	760	1000 sq. ft.	0.98	0.0%	0.98	10.92	5.46	5.46	5.35
Business Park	770	1000 sq. ft.	1.22	0.0%	1.22	10.92	5.46	5.46	6.66
COMMERCIAL / Retail Automobile Related									
Automobile Sales (New)	840	1000 sq. ft.	2.42	0.0%	2.42	4.47	2.24	2.24	5.41
Automobile Sales (used)	841	1000 sq. ft.	3.75	0.0%	3.75	4.47	2.24	2.24	8.38
Recreational Vehicle Sales	842	1000 sq. ft.	0.77	0.0%	0.77	5.8	2.90	2.90	2.23
Auto Parts Sales	843	1000 sq. ft.	4.9	43.0%	2.79	6.43	3.22	3.22	8.98
Tire Store	848	1000 sq. ft.	3.75	28.0%	2.70	6.43	3.22	3.22	8.68
Tire Superstore	849	1000 sq. ft.	2.11	24.5%	1.59	6.43	3.22	3.22	5.12
Quick Lubrication Vehicle Shop	941	Service Positions	4.85	43.0%	2.76	6.43	3.22	3.22	8.89
Automotive Care Center	942	1000 sq. ft.	3.11	43.0%	1.77	6.43	3.22	3.22	5.70
Automobile Parts Service Center	943	1000 sq. ft.	2.06	0.0%	2.06	6.43	3.22	3.22	6.62
Gasoline/Service Station	944	Fueling Positions	13.91	42.0%	8.07	1.2	0.60	0.60	4.84
Convenience Store / Gas Station (2-4k sf)	945	Fueling Positions	18.42	56.0%	8.10	1.2	0.60	0.60	4.86
Convenience Store / Gas Station (4-5.5k sf)	945	Fueling Positions	18.42	56.0%	8.10	1.2	0.60	0.60	4.86
Convenience Store / Gas Station (5.5-10k sf)	945	Fueling Positions	18.42	56.0%	8.10	1.2	0.60	0.60	4.86
Self-Service Car Wash	947	Wash Stalls	5.54	47.0%	2.94	1.2	0.60	0.60	1.76
Automated Car Wash	948	Wash Tunnels	77.5	47.0%	41.08	1.2	0.60	0.60	24.65
Car Wash and Detail Center	949	Wash Stalls	13.6	47.0%	7.21	2.72	1.36	1.36	9.80
Truck Stop	950	Fueling Positions	15.42	42.0%	8.94	8.6	4.30	4.30	38.46
Dining									
Fast Casual Restaurant	930	1000 sq. ft.	12.55	44.0%	7.03	3.87	1.94	1.94	13.60
Quality Restaurant	931	1000 sq. ft.	7.8	44.0%	4.37	3.87	1.94	1.94	8.45
High Tumover Restaurant (Sit-down)	932	1000 sq. ft.	9.05	42.6%	5.20	3.87	1.94	1.94	10.05
Fast-Food Restaurant w/o Drive-Through Window	933	1000 sq. ft.	33.21	50.0%	16.61	3.64	1.82	1.82	30.22
Fast Food Restaurant w/ Drive-Thru	934	1000 sq. ft.	33.03	55.0%	14.86	3.64	1.82	1.82	27.05
Fast-Food Rest. w/Drive-Thru Window & No Indoor Seating	935	Drive Thru Lanes	59.5	31.0%	41.06	3.64	1.82	1.82	74.72
Coffee/Donut Shop w/o Drive-Thru Window	936	1000 sq. ft.	32.29	0.0%	32.29	3.64	1.82	1.82	58.77
Coffee/Donut Shop w/ Drive-Thru Window	937	1000 sq. ft.	38.99	50.0%	19.50	3.64	1.82	1.82	35.48
Coffee/Donut Shop w/ Drive-Thru Window and No Indoor Seating	938	Drive Thru Lanes	15.08	83.0%	2.56	3.64	1.82	1.82	4.67
Wine Tasting Room	970	1000 sq. ft.	7.31	44.0%	4.09	3.87	1.94	1.94	7.92
Brewery Tap Room	971	1000 sq. ft.	9.83	44.0%	5.50	3.87	1.94	1.94	10.65
Drinking Place/Bar	975	1000 sq. ft.	11.36	44.0%	6.36	3.87	1.94	1.94	12.31



ITE Land Use	ITE Code	Development Unit	Trip Gen Rate (PM)	Pass By Rate	Ave. Trip Rate w/ Deductions	FNI Trip Length (mi)	Adj. Trip Length (mi)	Max. Trip Length (mi)	Veh-Mi Per Dev Unit
Other Retail									
Tractor Supply Store	810	1000 sq. ft.	1.4	0.0%	1.40	4.26	2.13	2.13	2.98
Construction Equipment Rental Store	811	1000 sq. ft.	0.99	0.0%	0.99	4.26	2.13	2.13	2.11
Building Materials and Lumber Store	812	1000 sq. ft.	2.25	0.0%	2.25	4.06	2.03	2.03	4.57
Free-Standing Discount Superstore	813	1000 sq. ft.	4.33	29.0%	3.07	2.35	1.18	1.18	3.61
Variety Store	814	1000 sq. ft.	6.7	34.0%	4.42	2.35	1.18	1.18	5.20
Free-Standing Discount Store	815	1000 sq. ft.	4.86	17.0%	4.03	2.35	1.18	1.18	4.74
Hardware/Paint Store	816	1000 sq. ft.	2.98	26.0%	2.21	5.6	2.80	2.80	6.17
Garden Center	817	1000 sq. ft.	6.94	0.0%	6.94	4.26	2.13	2.13	14.78
Nursery (Wholesale)	818	1000 sq. ft.	5.24	0.0%	5.24	4.26	2.13	2.13	11.16
Retail/Shopping Center	820	1000 sq. ft.	3.4	34.0%	2.24	6.17	3.09	3.09	6.92
Shopping Plaza (40-150K)	821	1000 sq. ft.	9.03	34.0%	5.96	2.35	1.18	1.18	7.00
Strip Retail Plaza (<40K)	822	1000 sq. ft.	6.59	34.0%	4.35	5.8	2.90	2.90	12.61
Supermarket	850	1000 sq. ft.	8.95	36.0%	5.73	6.43	3,22	3.22	18.42
Convenience Store / Market	851	1000 sq. ft.	49.11	51.0%	24.06	5.8	2,90	2.90	69.79
Discount Club	857	1000 sq. ft.	4.19	37.0%	2.64	4.11	2.06	2.06	5.42
Wholesale Market	860	1000 sq. ft.	1.76	0.0%	1.76	2.7	1.35	1.35	2.38
Sporting Goods Superstore	861	1000 sq. ft.	2.14	34.0%	1.41	4.26	2.13	2.13	3.01
Home Improvement Superstore	862	1000 sq. ft.	2.29	42.0%	1.33	4.26	2.13	2.13	2.83
Electronic Superstore	863	1000 sq. ft.	4.25	40.0%	2.55	5.64	2.82	2.82	7.19
Pet Supply Superstore	866	1000 sq. ft.	3.55	40.0%	2.13	4.26	2.13	2.13	4.54
Office Supply Superstore	867	1000 sq. ft.	2.77	40.0%	1.66	4.26	2.13	2.13	3.54
Book Superstore	868	1000 sq. ft.	15.83	40.0%	9.50	4.76	2.38	2.38	22.61
Discount Home Furnishing Superstore	869	1000 sq. ft.	1.57	40.0%	0.94	4.26	2.13	2.13	2.01
Bed and Linen Superstore	872	1000 sq. ft.	2.22	40.0%	1.33	4.26	2.13	2.13	2.84
Department Store	875	1000 sq. ft.	1.95	0.0%	1.95	2.7	1.35	1.35	2.63
•	876		4.12	0.0%	4.12	3.5	1.75	1.75	7.21
Apparel Store Arts and Crafts Store	879	1000 sq. ft. 1000 sq. ft.	6.21	30.0%	4.12	5.8	2.90	2.90	12.61
	880	-		53.0%		2.35			
Pharmacy without drive thru	881	1000 sq. ft.	8.51 10.25	49.0%	4.00 5.23	2.35	1.18	1.18	4.70
Pharmacy with drive thru		1000 sq. ft.					1.18	1.18	6.14
Furniture Store	890	1000 sq. ft.	0.52	53.0%	0.24	4.83	2.42	2.42	0.59
Liquor Store	899	1000 sq. ft.	16.62	0.0%	16.62	1.9	0.95	0.95	15.79
SERVICES									
Bank Walk-In	911	1000 sq. ft.	12.13	47.0%	6.43	3.39	1.70	1.70	10.90
Bank Drive-In	912	1000 sq. ft.	21.01	35.0%	13.66	3.39	1.70	1.70	23.15
Hair Salon	918	1000 sq. ft.	1.45	0.0%	1.45	3.39	1.70	1.70	2.46
LODGING									
Hotel	310	Rooms	0.59	0.0%	0.59	6.43	3.22	3.22	1.90
All Suites Hotel (Extended Stay/Residency Hotel)	311	Rooms	0.36	0.0%	0.36	6.43	3.22	3.22	1.16
Motel	320	Rooms	0.36	0.0%	0.36	6.43	3.22	3.22	1.16
RECREATIONAL									
City Park	411	Acres	0.11	0.0%	0.11	4.86	2.43	2.43	0.27
Golf Course	430	Holes	2.91	0.0%	2.91	7.86	3.93	3.93	11.44
Golf Driving Range	430	Driving Positions	1.25	0.0%	1.25	7.86	3.93	3.93	4.91
Batting Cages	432	Cages	2.22	0.0%	2.22	2.09	1.05	1.05	2.32
Multi-Recreational Facility	435	_	3.58	0.0%	3.58	2.09	1.05	1.05	3.74
Multi-Recreational Facility Soccer Complex	435	1,000 Sq Ft GFA Fields	3.58 16.43	0.0%	3.58 16.43	2.09	1.05	1.05	3.74 17.17
*									
Tennis and Pickleball Courts	490	Courts	4.21	0.0%	4.21	2.35	1.18	1.18	4.95
Racquet/Tennis Club	491	Courts	3.82	0.0%	3.82	6.43	3.22	3.22	12.28
Health/Fitness Club	492	1,000 Sq Ft GFA	3.45	0.0%	3.45	6.43	3.22	3.22	11.09
Athletic Club	493	1,000 Sq Ft GFA	6.29	0.0%	6.29	2.35	1.18	1.18	7.39
Health/Fitness Club	492	1,000 Sq Ft GFA	3.45	0.0%	3.45	6.43	3.22	3.22	11.09

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ITE Land Use	ITE Code	Development Unit	Trip Gen Rate (PM)	Pass By Rate	Ave. Trip Rate w/ Deductions	FNI Trip Length	Adj. Trip Length	Max. Trip Length	Veh-Mi Per Dev Unit
	Code	Cant	- Tunte (1)	Tunc	W Detactions	(mi)	(mi)	(mi)	Dev cane
INDUSTRIAL									
General Light Industrial	110	1000 sq. ft.	0.65	0.0%	0.65	10.02	5.01	5.01	3.26
Industrial Park	130	1000 sq. ft.	0.34	0.0%	0.34	10.02	5.01	5.01	1.70
Manufacturing	140	1000 sq. ft.	0.74	0.0%	0.74	12.12	6.06	6.00	4.44
Warehousing	150	1000 sq. ft.	0.18	0.0%	0.18	11.15	5.58	5.58	1.00
Mini Warehouse (Self Storage)	151	1000 sq. ft.	0.15	0.0%	0.15	10.83	5.42	5.42	0.81
Data Center	160	1000 sq. ft.	0.09	0.0%	0.09	9.13	4.57	4.57	0.41
Utilities	170	1000 sq. ft.	2.16	0.0%	2.16	9.13	4.57	4.57	9.86
MEDICAL									
Hospital	610	Beds	1.69	0.0%	1.69	7.55	3.78	3.78	6.38
Clinic	630	1,000 Sq Ft GFA	3.69	0.0%	3.69	7.55	3.78	3.78	13.93
Animal Hospital/Veterinary Clinic	640	1,000 Sq Ft GFA	3.53	0.0%	3.53	7.55	3.78	3.78	13.33
Free-Standing Emergency Room	650	1,000 Sq Ft GFA	1.52	0.0%	1.52	7.6	3.80	3.80	5.78
INSTITUTIONAL									
Elementary School	520	Students	0.16	0.0%	0.16	3.41	1.71	1.71	0.27
Middle/Jr high school	522	Students	0.15	0.0%	0.15	4.2	2.10	2.10	0.32
High School	525	Students	0.14	0.0%	0.14	4.2	2.10	2.10	0.29
School District Office	528	1,000 Sq Ft GFA	2.04	0.0%	2.04	4.2	2.10	2.10	4.28
Private School (K-8)	530	Students	0.26	0.0%	0.26	6.2	3.10	3.10	0.81
Private School (K-12)	532	Students	0.17	0.0%	0.17	6.2	3.10	3.10	0.53
Charter Elementary School	536	Students	0.16	0.0%	0.16	6.2	3.10	3.10	0.50
Jr. / Community College	540	Students	0.11	0.0%	0.11	4.2	2.10	2.10	0.23
University / College	550	Students	0.15	0.0%	0.15	4.2	2.10	2.10	0.32
Church/House of Worship	560	1,000 Sq Ft GFA	0.49	0.0%	0.49	6.44	3.22	3.22	1.58
Synagogue	561	Member Families	0.27	0.0%	0.27	6.44	3.22	3.22	0.87
Mosque	562	1,000 Sq Ft GFA	4.22	0.0%	4.22	6.44	3.22	3.22	13.59
Day Care Center	565	Students	0.79	44.0%	0.44	3.09	1.55	1.55	0.68
Cemetary	566	Employees	3.81	0.0%	3.81	3	1.50	1.50	5.72
Fire and Rescue Station	575	1,000 Sq Ft GFA	0.48	0.0%	0.48	2.65	1.33	1.33	0.64
Library	590	1,000 Sq Ft GFA	8.16	0.0%	8.16	2.76	1.38	1.38	11.26

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Sample Calculations

The following section details two (2) examples of maximum assessable roadway impact fee calculations.

Example 1:

• Development Type - One (1) Unit of Single-Family Housing in Service Area 1

	Roadway Impact Fee Calculation Steps – Example 1							
	Determine Development Unit and Vehicle-Miles Per Development Unit							
Chara	From Table 4.11 [Land Use — Vehicle Mile Equivalency Table]							
Step 1	Development Type: 1 Dwelling Unit of Single-Family Detached Housing							
	Number of Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 5.64							
	Determine Maximum Assessable Impact Fee Per Service Unit							
Step	From Table 4.10, Line 15 [Maximum Assessable Fee Per Service Unit]							
2	Service Area 1: \$1,347							
	Determine Maximum Assessable Impact Fee							
Step	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit							
3	Impact Fee = 1 * 5.64 * \$1,347							
	Maximum Assessable Impact Fee = \$7,597.08							

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Example 2:

• Development Type – 125,000 square foot Home Improvement Superstore in Service Area 2

Roadway Impact Fee Calculation Steps – Example 2								
	Determine Development Unit and Vehicle-Miles Per Development Unit							
Chara	From Table 4.11 [Land Use — Vehicle Mile Equivalency Table]							
Step								
1	Development Type: 125,000 square feet of Home Improvement Superstore							
	Development Unit: 1,000 square feet of Gross Floor Area							
	Veh-Mi Per Development Unit: 2.63							
	Determine Maximum Assessable Impact Fee Per Service Unit							
Step	From Table 4.10, Line 15 [Maximum Assessable Fee Per Service Unit]							
2								
	Service Area 2: \$1,397							
	Determine Maximum Assessable Impact Fee							
Step	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit							
3	Impact Fee = (125,000/1,000) * 2.83 * \$1,397							
	Maximum Assessable Impact Fee = \$494,188.75							

4.4 Conclusion

The Town of Prosper has established a process to implement the assessment and collection of roadway impact fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable roadway impact fee that could be assessed by the Town of Prosper within each Service Area. The maximum credited assessable fees for each service area calculated in this programmatic update are as follows (from **Table 4-10**):

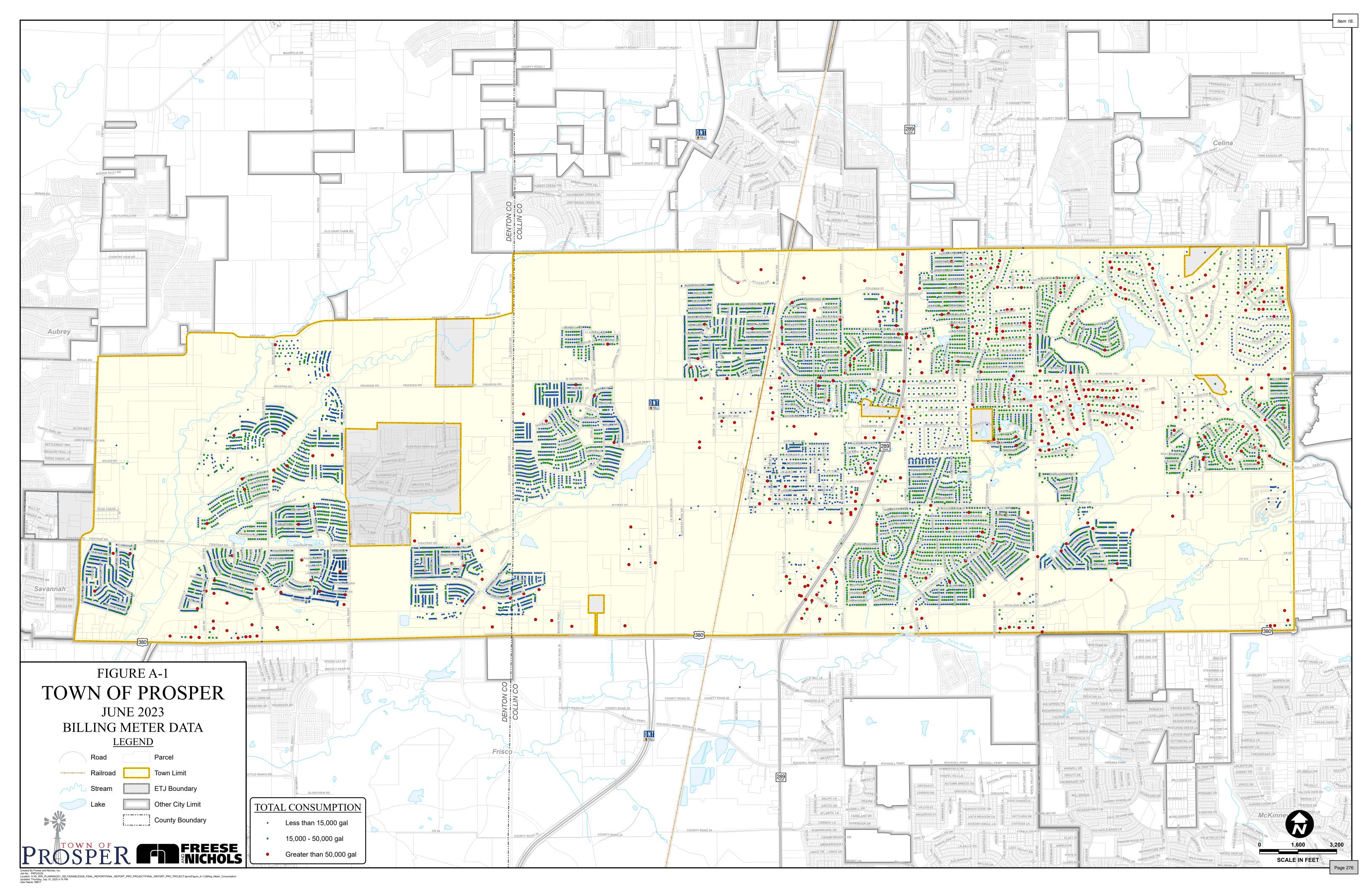
Table 4-12 Maximum Assessable Fee Per Service Unit by Service Area

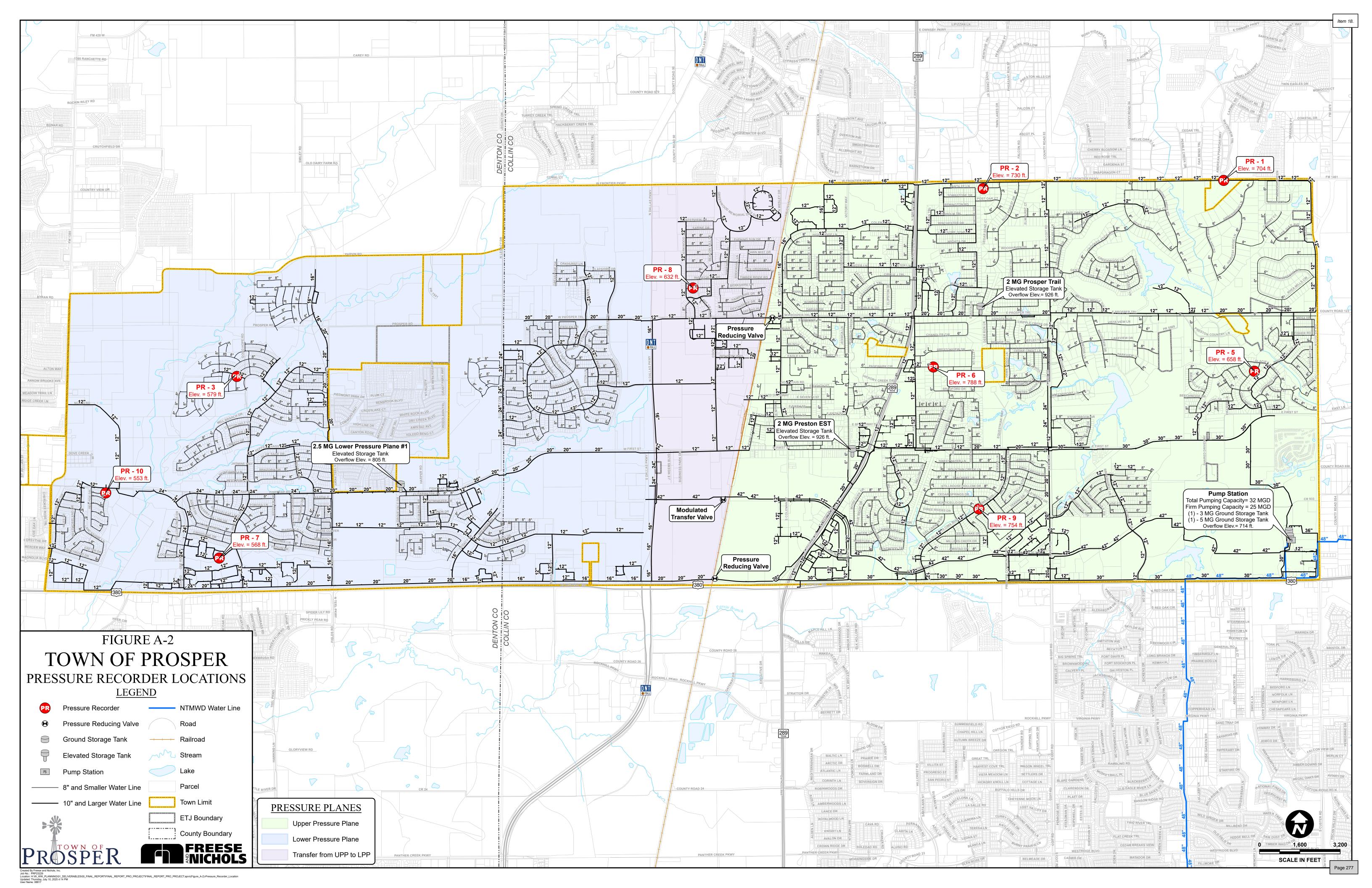
		SERVICE AREA		
LINE	TITLE	1 (W. of RR)	2 (E. of RR)	
15	MAX ASSESSABLE FEE PER SERVICE UNIT (\$ PER VEH-MI)	\$1,347	\$1,397	

This document serves as a guide to the assessment of roadway impact fees pertaining to future development and the Town's need for roadway improvements to accommodate that growth. Following the public hearing process, the Town Council may establish an amount to be assessed (if any) up to the maximum established within this report and update the Roadway Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this update are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed capital improvements plan are appropriately incorporated into the process.

Appendix A Water System Model Calibration Data

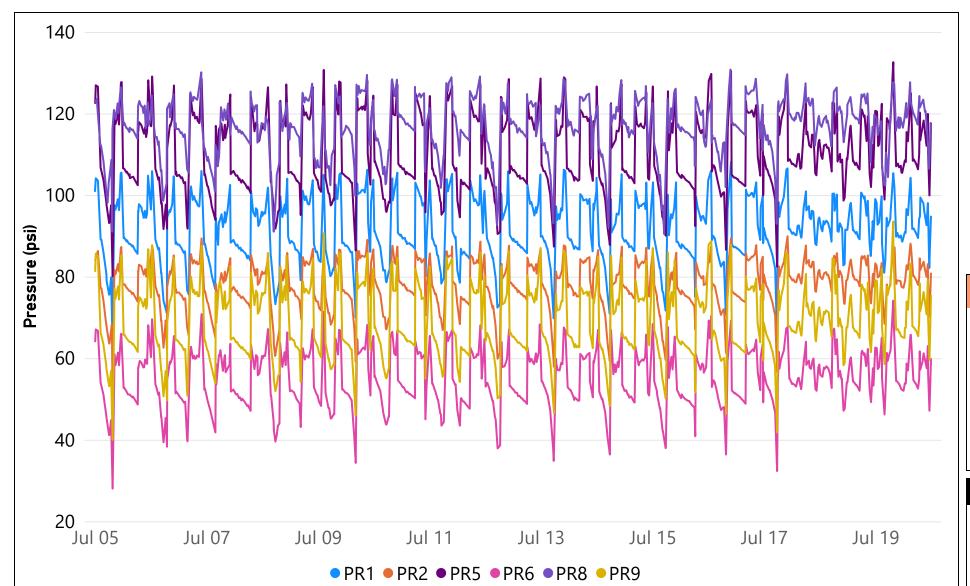


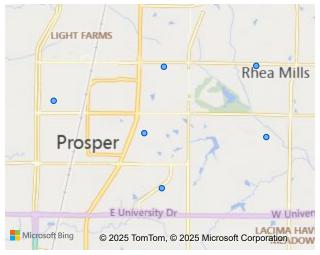




Town of Prosper Field Pressure Testing Results Upper Pressure Plane







Addresses 1500 Highland Meadows Ct 2662 E Frontier Pkwy 720 Columbia Dr 920 Coral Ridge Ct Montebello Dr & Arrowhead Dr West Yorkshire Dr & Highpoint Dr

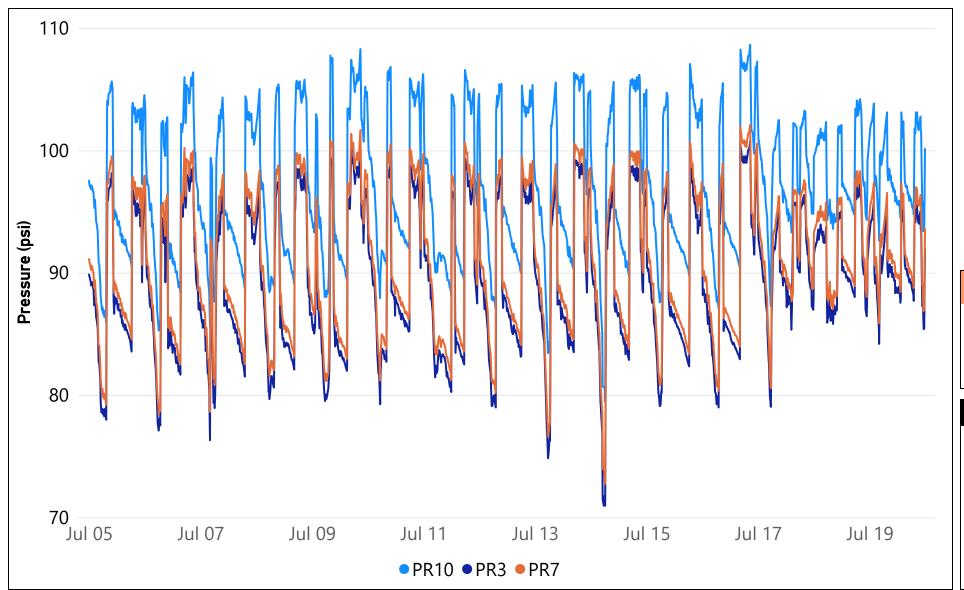
Pressure Statistics	Pressure Recorders			
Min: 28 psi Max: 133 psi	Select all Upper Lower			
Avg: 87 psi	Page 278			

Date Range



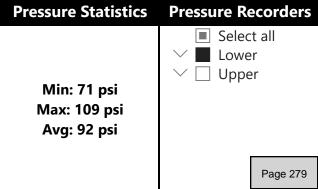
Town of Prosper Field Pressure Testing Results Lower Pressure Plane







Addresses 4500 Blue Stem Dr 4500 Walnut Grove Ln 5400 Mustang Ln

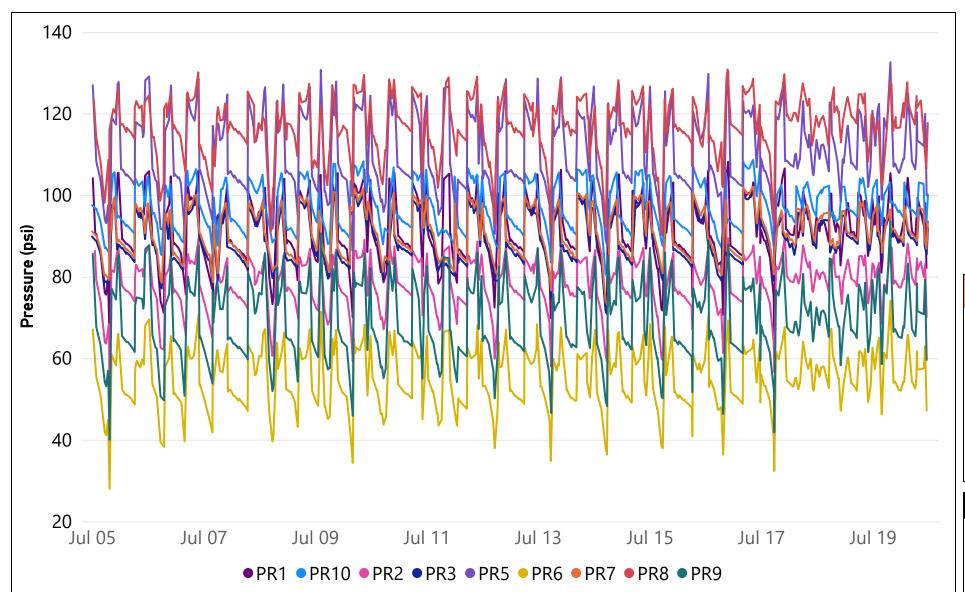


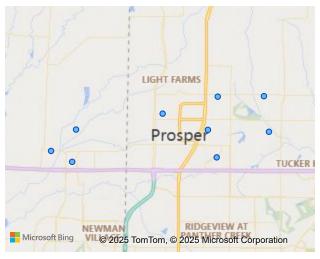
Date Range



Town of Prosper Field Pressure Testing Results







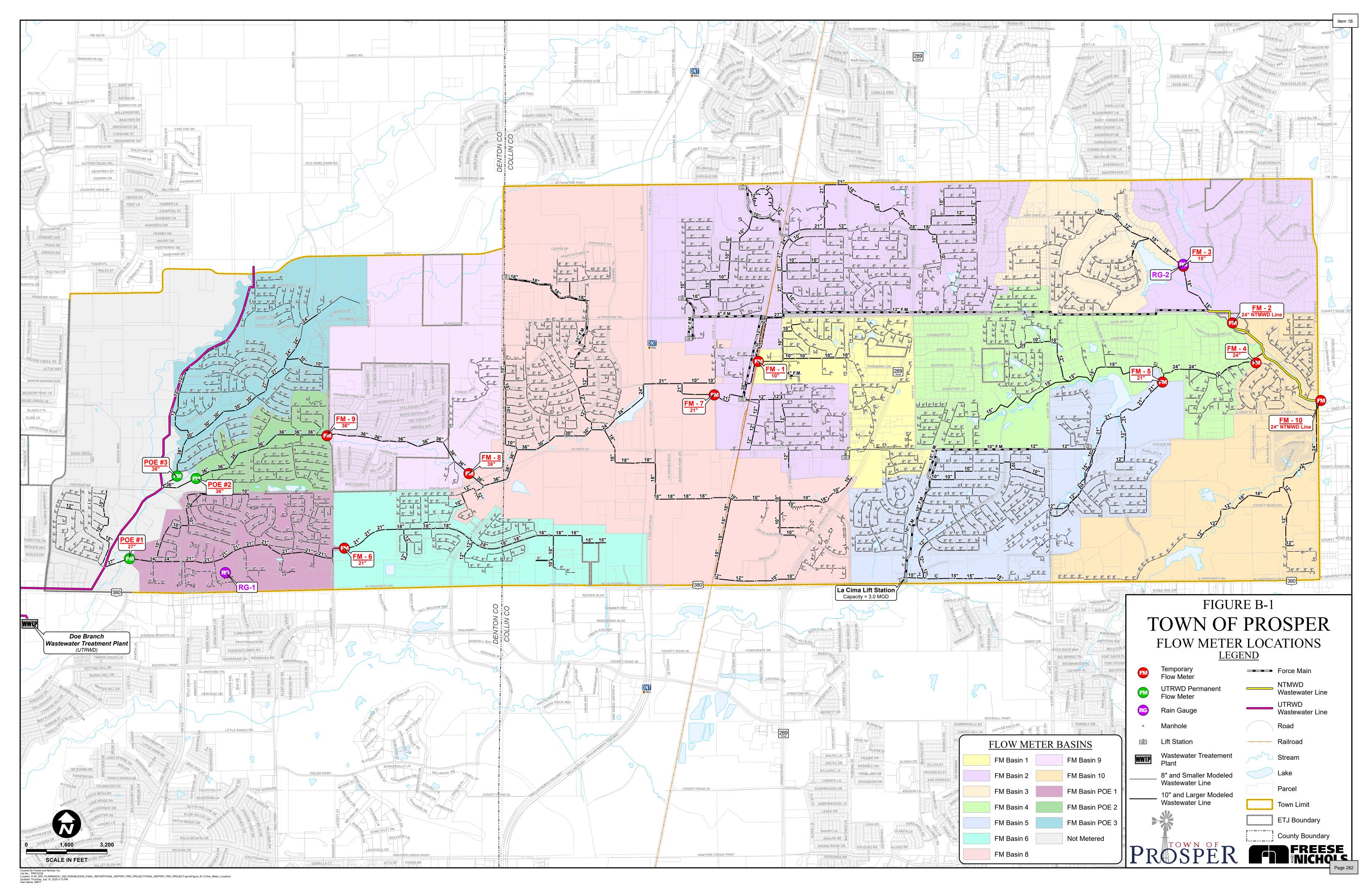
Addresses

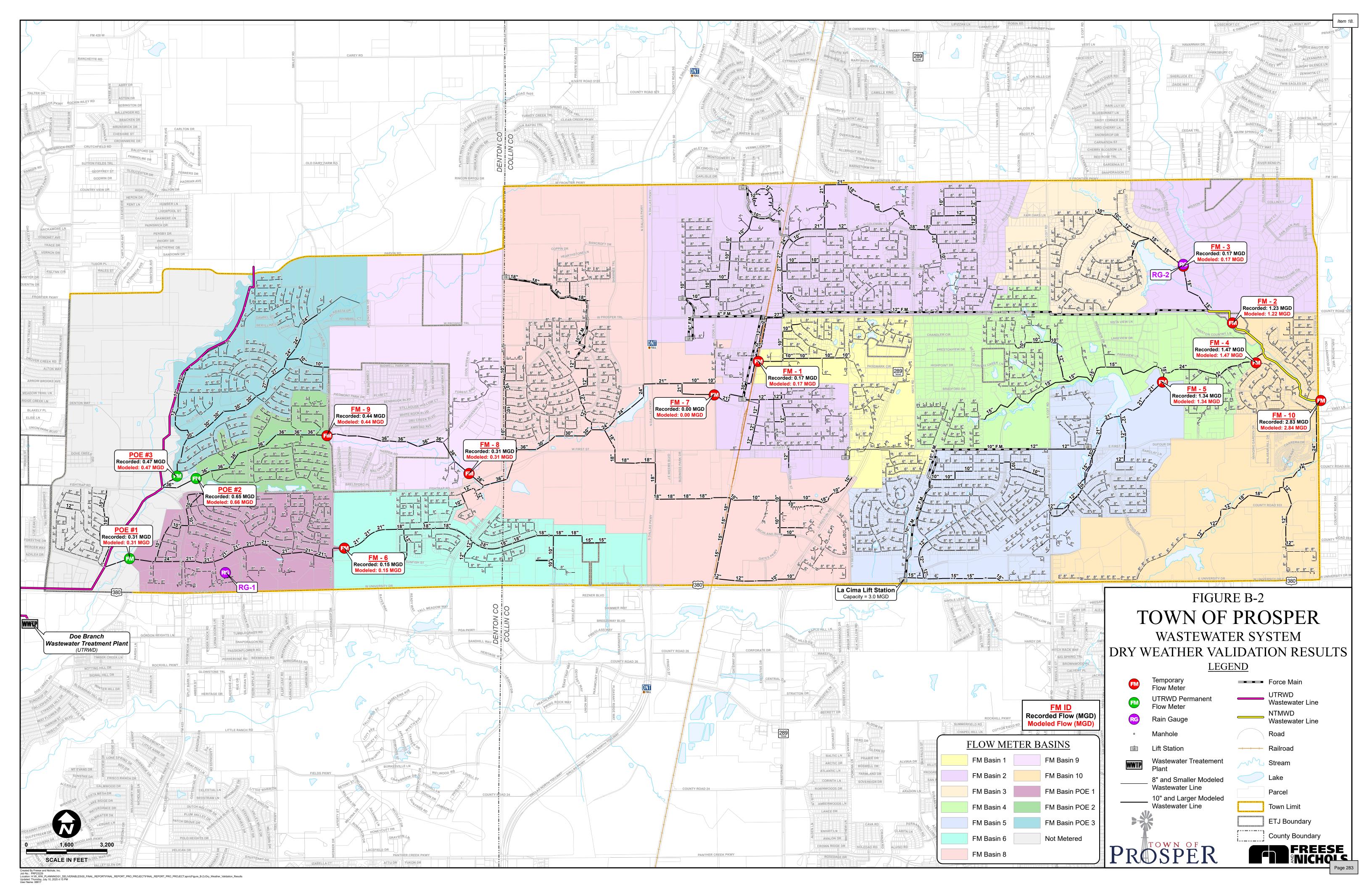
1500 Highland Meadows Ct 2662 E Frontier Pkwy 4500 Blue Stem Dr 4500 Walnut Grove Ln 5400 Mustang Ln 720 Columbia Dr 920 Coral Ridge Ct

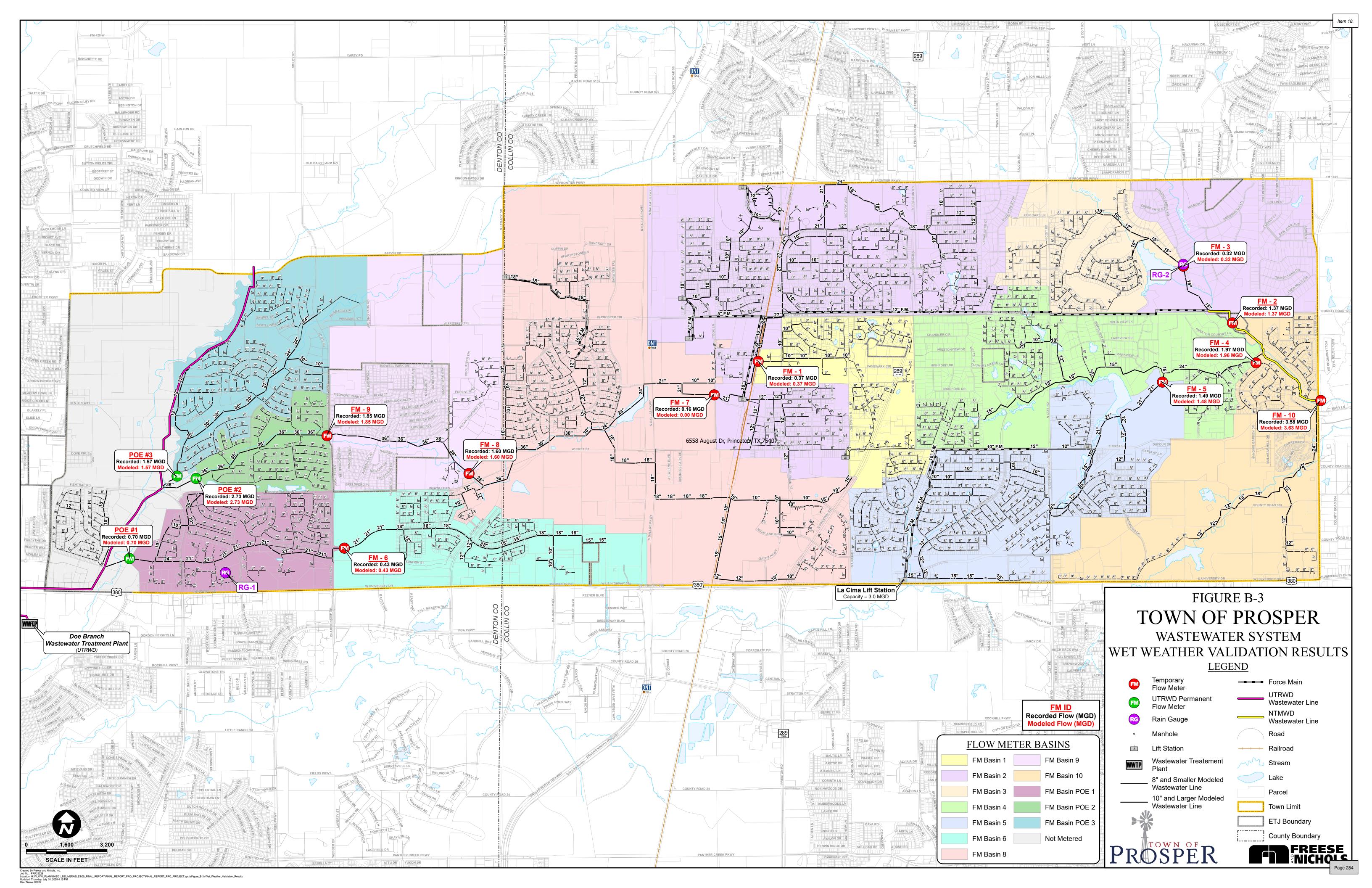
Montebello Dr & Arrowhead Dr

Pressure Statistics	Pressure Recorders				
Min: 28 psi Max: 133 psi	Select all Lower				
Avg: 89 psi	∨ ■ Uppe Page 280				

Appendix B Wastewater System Flow Monitoring and Model Validation Data







Temporary Flow Monitoring Study

Prosper, Texas













ENVIRONMENTAL SERVICES

Temporary Flow Monitoring Study

Prosper, Texas

Prepared For:

Freese & Nichols, Inc. 12770 Merit Drive, Suite 900 Dallas, Texas 75251

Prepared By:



ADS, LLC 340 The Bridge Street, Suite 204 Huntsville, AL 35806

> Revised July 15, 2024

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Appendix A: ADS Site Reports

Appendix B: Graphical Outputs









Introduction

ADS Environmental Services (ADS) was retained by Freese and Nichols, Inc. (FNI) to gather and evaluate flow monitor and rainfall monitor data within portions of the existing sanitary sewer system located in the Town of Prosper, Texas. The scope of this study is to characterize dry weather and wet weather flow conditions in designated portions of the sanitary sewer system, evaluate key performance indicators, and rank the relative severity of observed groundwater infiltration (GWI) and rainfall dependent infiltration and inflow (RDII) to assist FNI to direct subsequent planning, condition assessment, and rehabilitation activities.

Methodology

Dry weather and wet weather performance data were obtained within the Town of Prosper by installing sewer flow monitors to observe and document existing flow conditions. A total of nine sewer basins were evaluated using 10 temporary flow monitors and two temporary rainfall monitors. Note that the flow monitor without a corresponding basin was installed to capture potential flow transfers between the east and west sewer basin. Descriptions of the monitor basins, equipment, study period, and data format are detailed in the following sections.

Flow Monitor and Rain Gauge Locations

Preliminary flow monitor and rainfall monitor locations were selected by FNI. Final locations were selected by ADS, in consultation with FNI, based on observed flow conditions, site access, and site safety considerations. Descriptions of each sewer basin and its associated flow monitor location are provided in **Table 1**.

Basin Latitude Longitude Diameter MH Depth **Basin Size** (degrees) (inches) (inches) (LF) (degrees) FM-01 33.2433391 -96.8051518 10 96.0 44,931 FM-02 33.2471982 -96.7437876 24 156.0 177,745 FM-03 33.2529391 -96.7498051 15 288.0 40,594 FM-04 33.2422685 -96.7405864 24 252.0 56,245 FM-05 21 33.2404247 -96.7527596 309.6 143,876 FM-06 33.2236620 -96.8591947 21 228.0 42,644 FM-07 33.2397997 -96.8108073 21 240.0 FM-08 129,449 33.2316158 -96.8428855 36 264.0 FM-09 33.2354954 -96.8611057 36 252.0 3,077 FM-10 33.2380440 -96.7317371 24 228.0 33.263

TABLE 1: Flow Monitor Locations

A general schematic provided by FNI showing the upstream and downstream relationship between each flow monitor is provided in **Figure 1**. Rain Gauge RG01 was located at 4450 West University Drive, and Rain Gauge RG02 was located at 1320 Winding Creek Road.

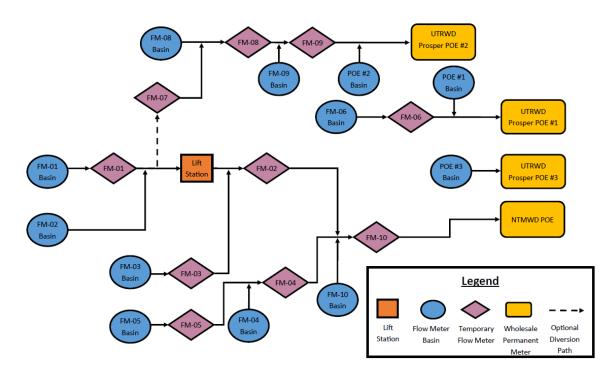


FIGURE 1: Flow Monitor Schematic



Town of Prosper Wastewater Collection System Temporary Flow Monitoring Schematic





Note: Flow from Basin FM-01 and FM-02 can be diverted at will by the Town of Prosper through Flow Monitor FM-07.

Per FNI, the reported size for Basin FM-09 only accounts for sewers owned by the Town of Prosper. It does not account for Elm Ridge Water Control and Improvement District (WCID) owned sewers.

Prosper Point-of-Entry (POE) #1, #2, and #3 are permanent flow monitors owned and maintained by the Upper Trinity Regional Water District (UTRWD). A flow imbalance was observed between POE #2 and ADS Flow Monitor FM-09 and was discussed with FNI.









Flow Monitor Equipment

Sewer flow monitoring was performed using TRITON+® area-velocity flow monitors manufactured, installed, and maintained by ADS. Each flow monitor is mounted near the top of a manhole and is connected to flow depth and velocity sensors positioned in an incoming sewer. Each flow monitor is equipped with an area-velocity (AV) sensor that includes an ultrasonic depth sensor, a velocity sensor, and a pressure depth sensor.

Rainfall Monitor Equipment

Rainfall monitoring was performed using RAINALERT® III rainfall monitors manufactured, installed, and maintained by ADS. Each rainfall monitor is equipped with a TB6 standard tipping bucket rain gauge manufactured by HyQuest Solutions.

Study Period

All of the temporary flow monitors were installed from 04.04.2023 to 04.11.2023. The temporary rainfall monitors were installed on 04.06.2023. Based on these installation dates, the Study Period began on 04.12.2023 and continued through 06.20.2023 – a 70-day period.

Data Format

Flow depth (d), flow velocity (v), and flow rate (Q) data from each sewer flow monitor, as well as rainfall depth data from each rainfall monitor are maintained by ADS in PRISM™, a Cloud-based data management system. Archived data from the Study Period are accessible to FNI via secure user accounts at www.adsprism.com. Additional graphical outputs are provided in the attached appendices.











Results

Flow monitor and rainfall monitor data provide insight into sewer performance - revealing important information about how the existing sewer system accommodates observed flow rates. The following sections evaluate flow monitor data observed during both dry weather and wet weather periods using a variety of key performance indicators (KPIs).

Flow Rates and Peaking Factors

Dry weather flow conditions are characterized by evaluating flow monitor data observed during normal conditions, excluding wet weather events and the periods associated with the recovery from these events. The average dry day pattern is identified as a diurnal pattern and results from the collective sewer use of residential, commercial, institutional, and industrial users located upstream from a given flow monitor. Land use within a particular area affects the shape of the diurnal pattern. An example of a representative diurnal pattern observed during the Study Period is shown in Figure 2.

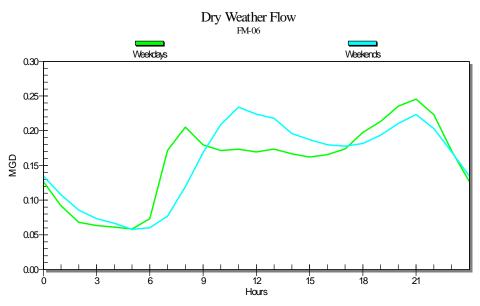


FIGURE 2: Dry Weather Hydrograph - Residential Land Use

Wet weather flow conditions are characterized by evaluating flow monitor data observed during significant storm events that occurred during the study period. An example of a representative wet weather hydrograph observed during the Study Period is provided in Figure 3 and shows the observed flow rate during a storm event compared to the average dry day diurnal pattern. The difference between the two is the RDII measured by the flow monitor. The storm event is depicted by the purple bands, and a precompensation period prior to the storm event is depicted by the light gray band. Precompensation is used when needed to adjust the average dry day diurnal pattern to match observed conditions more closely prior to each storm event for proper RDII analysis.





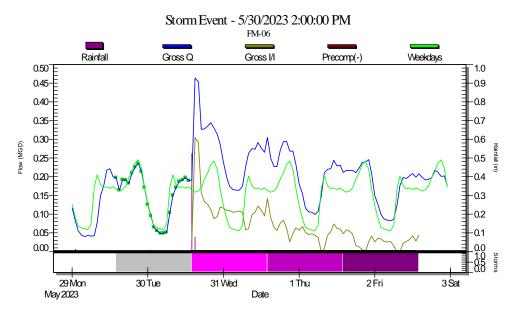


FIGURE 3: Wet Weather Storm Decomposition Hydrograph

The minimum, average, and maximum dry weather flow rates (Q_{min-D}, Q_{avg-D}, and Q_{max-D}) are determined from the dry weather diurnal pattern for each flow monitor location and are provided in Table 2, along with the resulting dry weather peaking factor (PFD). The maximum wet weather flow rate (Q_{max-W}) observed for each flow monitor location is also provided, along with the resulting wet weather peaking factor (PF_W).

TABLE 2: Dry and Wet Weather Flow Rates and Peaking Factors

Monitor	$\mathbf{Q}_{\text{min-D}}$	\mathbf{Q}_{avg-D}	\mathbf{Q}_{max-D}	$\mathbf{Q}_{\text{max-W}}$	PF_D	PFw
	(MGD)	(MGD)	(MGD)	(MGD)		
FM-01	0.065	0.165	0.233	0.368	1.41	2.23
FM-02	0.321	0.936	1.236	2.392	1.32	2.56
FM-03	0.081	0.161	0.209	0.301	1.30	1.87
FM-04	0.324	0.718	1.023	1.315	1.42	1.83
FM-05	0.206	0.505	0.729	0.947	1.44	1.88
FM-06	0.059	0.156	0.245	0.464	1.57	2.97
FM-07	0.000	0.000	0.000	0.119	_	_
FM-08	0.116	0.326	0.503	1.500	1.54	4.60
FM-09	0.079	0.336	0.531	1.556	1.58	4.63
FM-10	0.749	1.886	2.702	3.097	1.43	1.64

Peaking factors are commonly used to estimate maximum flow rates based on average flow rate estimates and play a key role in sewer design. Dry weather and wet weather peaking factors observed during the Study Period are compared with corresponding Prosper design guidance, and the results are shown in Figure 4.









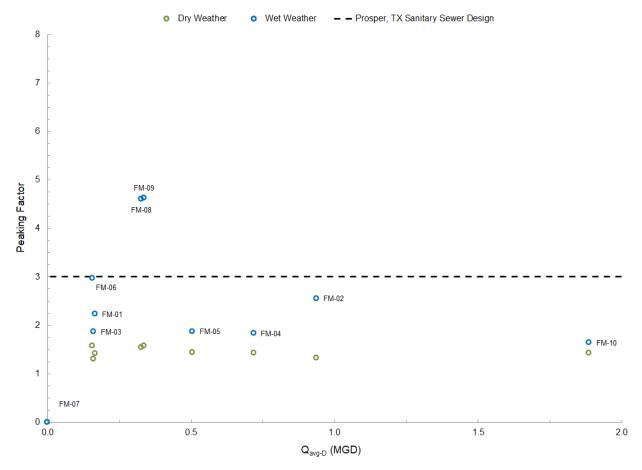


FIGURE 4: Peaking Factors Compared to Design Guidance

During dry weather conditions observed during the Study Period, all peaking factors fall within Prosper design requirements. During wet weather conditions observed during the Study Period, all peaking factors fall within Prosper design requirements, except Flow Monitors FM-08 and FM-09. The peaking factors reported at Flow Monitors FM-08 and FM-09 were observed during periods when active flow diversions at Flow Monitor FM-07 were suspected. Flow diversions were not a regular occurrence and were only noted a handful of times during wet weather conditions in the Study Period. Wet weather peaking factors observed during the Study Period ranged from 1.64 to 4.63.









Depth-to-Diameter Ratios

Once dry weather and wet weather flow rates are characterized, the hydraulic conditions under which they occur are evaluated. The maximum flow depth observed during dry weather (d_{max-D}) and wet weather (d_{max-w}), and their corresponding flow depth-to-diameter (d/D) ratios observed during the Study Period are provided in Table 3. The maximum dry weather flow depth is the maximum flow depth that is consistently observed each day during normal dry weather conditions. The maximum wet weather flow depth may or may not be directly associated with the maximum wet weather flow rate, depending on the hydraulic conditions observed at a given flow monitor location.

TABLE 3: Dry and Wet Weather Depth-to-Diameter Ratios

Monitor	D (inches)	d _{max-D} (inches)	d _{max-D} / D (%)	d _{max-w} (inches)	d _{max-w} / D (%)
FM-01	10	3.47	35%	4.17	42%
FM-01	24	5.48	23%	7.02	29%
FM-03	15	2.51	17%	2.99	20%
FM-04	24	8.61	36%	9.69	40%
FM-05	21	8.49	40%	9.92	47%
FM-06	21	4.38	21%	5.70	27%
FM-07	21	0.00	0%	4.17	20%
FM-08	36	3.59	10%	6.78	19%
FM-09	36	3.01	8%	4.28	12%
FM-10	24	13.88	58%	15.30	64%

The d/D ratio is a performance indicator used to assess sewer capacity. Prosper design guidelines indicate that sewers should flow under open channel conditions with a d/D ratio less than or equal to 1.00. Sewers are not generally designed to operate under surcharge conditions with wet weather d/D ratios greater than 100%. Observed wet weather d/D ratios are also compared to additional capacity assurance criteria, designed to highlight portions of the sewer system where flow depths are greater than 24 inches above the crown of the sewer (D+24) or are within 36 inches of the manhole rim (R-36). These design and capacity assurance criteria are useful to evaluate d/D ratios observed during the Study Period as shown in Figure 5.









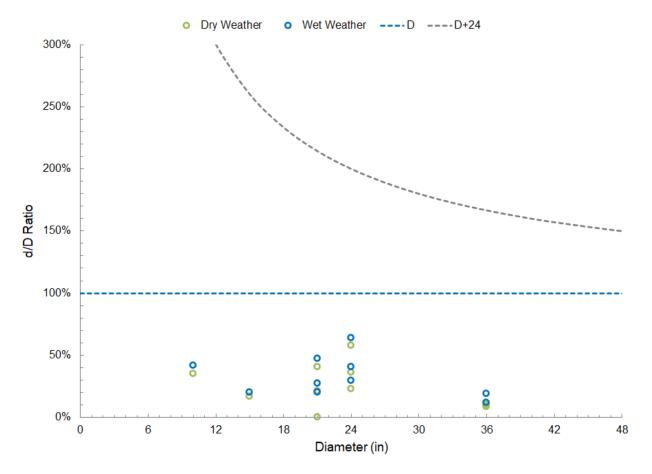


FIGURE 5: d/D Ratios Compared to Design and Capacity Assurance Criteria

During dry weather conditions, all of the d/D ratios are within Prosper design criteria, indicating there is sufficient capacity at all of the flow monitor locations to accommodate dry weather flow rates observed during the Study Period. During wet weather conditions, all of the d/D ratios are within Prosper design criteria, indicating there is sufficient capacity at these locations to accommodate observed wet weather flow rates observed during the Study Period without surcharge conditions. With no surcharge conditions observed, none of the flow monitor locations exceeded the D+24 or R-36 capacity assurance criteria. These observations are not necessarily a representation of system performance under more significant rainfall events.









Self-Cleansing Status

Self-cleansing is an important aspect of sanitary sewer design and is desired to minimize the deposition of silt, sediment, and debris. The Tractive Force Method is used to design sewers to achieve self-cleansing conditions based on a required critical shear stress (τ_c) and is recommended by ASCE and WEF to evaluate self-cleansing conditions.

The Tractive Force Method can also be extended from the design of new sewers to the evaluation of existing sewers and was applied to evaluate the self-cleansing status of each flow monitor location. The maximum dry weather flow depth (d_{max-D}) and flow velocity (v_{max-D}) from each flow monitor location were used to compute the actual shear stress (τ) observed at the maximum dry weather flow rate (Q_{max-D}) during the Study Period, and the results are provided in **Table 4**.

TABLE 4: Self-Cleansing Classification

Monitor	D (in)	d _{max-D} (in)	v _{max-D} (ft/s)	τ (lb/ft²)	Class
FM-01	10	3.47	2.19	0.0421	1
FM-02	24	5.48	3.61	0.0960	1
FM-03	15	2.51	2.34	0.0518	1
FM-04	24	8.61	1.51	0.0148	2
FM-05	21	8.49	1.23	0.0100	3
FM-06	21	4.38	1.06	0.0089	3
FM-07	21	0.00	0.00	0.0000	3
FM-08	36	3.59	2.21	0.0405	1
FM-09	36	3.01	3.56	0.1112	1
FM-10	24	13.88	2.23	0.0290	1

The required critical shear stress recommended by ASCE and WEF for application of the Tractive Force Method is 0.0181 lb/ft². The actual shear stress achieved under normal dry weather conditions during the Study Period is compared to this design guidance in Figure 6. Sewers predicted to be self-cleansing are shown to the right of the recommended critical shear stress, and sewers predicted to be non-cleansing are shown to the left. Research by ADS has shown that the transition from self-cleansing to non-cleansing generally occurs within ±20% of this recommended value. As a result, the hydraulic conditions at each flow monitor location are classified as Class 1 – Self-Cleansing, Class 2 – Marginal Cleansing, or Class 3 – Non-Cleansing.

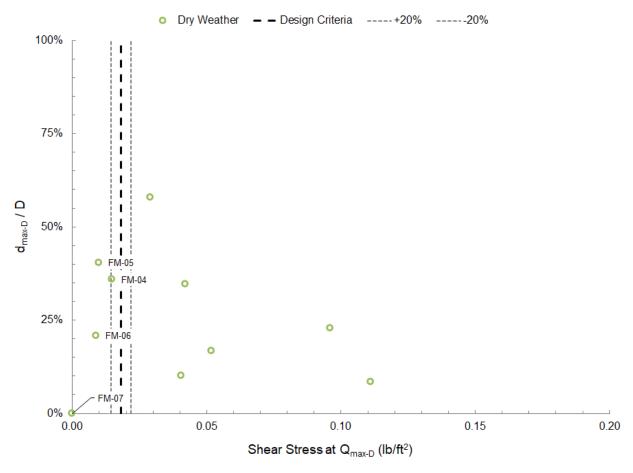








FIGURE 6: Self-Cleansing Status Compared to Design Guidance



Based on hydraulic conditions observed during the Study Period, six flow monitor locations are defined as Class 1 – Self Cleansing. One flow monitor location is defined as Class 2 – Marginal Cleansing (FM-04), and three flow monitor locations are defined as Class 3 - Non-Cleansing (FM-05, FM-06, and FM-07).









Groundwater Infiltration

Infiltration and inflow (I/I) are common problems in sanitary sewer systems. While inflow typically gets the most attention in wet weather, groundwater infiltration can also be a significant problem in dry weather, silently stealing sewer capacity 24 hours per day, 7 days per week, 365 days per year. While groundwater infiltration (QGWI) is often of interest to wastewater professionals, it is not measured directly by flow monitors. Rather, it is assumed that $0 \le Q_{GWI} \le Q_{min-D}$ and is estimated using a variety of empirical methods. The Stevens-Schutzbach Method was used to estimate groundwater infiltration during the Study Period, and the results are provided in **Table 5**.

TABLE 5: Groundwater Infiltration Estimates

Gross	Gross	Gross	Net	Net	Net
\mathbf{Q}_{min-D}	$\mathbf{Q}_{\text{avg-D}}$	$\mathbf{Q}_{\mathrm{GWI}}$	$\mathbf{Q}_{\mathrm{GWI}}$	\mathbf{Q}_{avg-D}	Q_{GWI}/Q_{avg-D}
(MGD)	(MGD)	(MGD)	(MGD)	(MGD)	(%)
0.065	0.165	0.049	0.049	0.165	29%
0.065	0.165	0.040	0.046	0.165	2970
0.321	0.936	0.106	0.010	0.610	2%
0.081	0.161	0.048	0.048	0.161	30%
0.324	0.718	0.165	0.067	0.213	31%
0.206	0.505	0.098	0.098	0.505	19%
0.059	0.156	0.043	0.043	0.156	28%
0.000	0.000	0.000	0.000	0.000	0%
0.116	0.326	0.067	0.067	0.326	21%
0.079	0.336	0.045	0.000	0.118	0%
0.749	1.886	0.290	0.019	0.232	8%
	Q _{min-D} (MGD) 0.065 0.321 0.081 0.324 0.206 0.059 0.000 0.116 0.079	Qmin-D Qavg-D (MGD) (MGD) 0.065 0.165 0.321 0.936 0.081 0.161 0.324 0.718 0.206 0.505 0.059 0.156 0.000 0.000 0.116 0.326 0.079 0.336	Qmin-D Qavg-D QgWI (MGD) (MGD) (MGD) 0.065 0.165 0.048 0.321 0.936 0.106 0.081 0.161 0.048 0.324 0.718 0.165 0.206 0.505 0.098 0.059 0.156 0.043 0.000 0.000 0.000 0.116 0.326 0.067 0.079 0.336 0.045	Qmin-D Qavg-D QGWI QGWI (MGD) (MGD) (MGD) (MGD) 0.065 0.165 0.048 0.048 0.321 0.936 0.106 0.010 0.081 0.161 0.048 0.048 0.324 0.718 0.165 0.067 0.206 0.505 0.098 0.098 0.059 0.156 0.043 0.043 0.000 0.000 0.000 0.000 0.116 0.326 0.067 0.067 0.079 0.336 0.045 0.000	Qmin-D Qavg-D QGWI QGWI Qavg-D (MGD) (MGD) (MGD) (MGD) (MGD) 0.065 0.165 0.048 0.048 0.165 0.321 0.936 0.106 0.010 0.610 0.081 0.161 0.048 0.048 0.161 0.324 0.718 0.165 0.067 0.213 0.206 0.505 0.098 0.098 0.505 0.059 0.156 0.043 0.043 0.043 0.156 0.000 0.000 0.000 0.000 0.000 0.116 0.326 0.067 0.067 0.326 0.079 0.336 0.045 0.000 0.118

Net groundwater infiltration is expressed as a percent of the net average dry weather flow rate and compared with an industry rule-of-thumb for excessive groundwater infiltration as shown in Figure 7. Net % Q_{GWI} less than 20% is considered minor. Net % Q_{GWI} between 20% and 40% is considered moderate, and Net % QGWI greater than 40% is considered significant. Note that groundwater infiltration is classified as minor in five basins (FM-02, FM-05, FM-07, FM-09, and FM-10) and moderate in five basins (FM-01, FM-03, FM-04, FM-06, and FM-08).









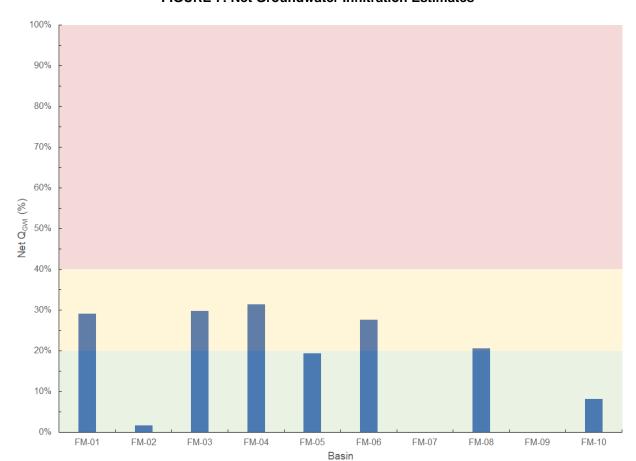


FIGURE 7: Net Groundwater Infiltration Estimates

Net groundwater infiltration estimates for each basin range from 0% to 31% of the net average dry weather flow rate. Excessive groundwater infiltration consumes sewer capacity and pump station capacity that would otherwise be available to accommodate future development and/or wet weather flows.









Rainfall-Dependent Infiltration and Inflow

During wet weather events, significant amounts of extraneous water can enter a sewer system, resulting in sanitary sewer overflows (SSOs), basement backups, and/or problems at the wastewater treatment plant (WWTP). A comparison of flow monitor data from dry weather and wet weather periods provides a quantification of RDII, which is calculated by subtracting the measured flow during a rainfall event from the flow during an average dry day. A wet weather hydrograph from the Study Period is provided in Figure 8. The storm event is depicted by the purple bands, and a precompensation period prior to the storm is depicted by the light gray band. Adjustments to the average dry day pattern are made as needed to account for antecedent conditions prior to each storm event.

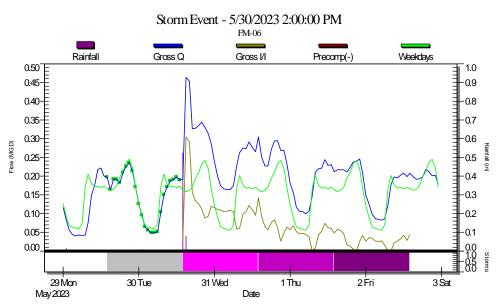


FIGURE 8: Wet Weather Hydrograph

Up to eight storm events of interest were observed and evaluated for each flow monitor basin during the Study Period and are summarized in Table 6. The largest storm event evaluated began on 06/05/2023 with rainfall totals of 0.98 and 1.07 inches at Rain Gauges RG01 and RG02, respectively. The associated return frequency for this storm event was less than 1-year at all durations. Note that most of the rain events observed during the Study Period were not uniformly distributed between the two rain gauges and is typical of convective springtime storm events in Texas.









TABLE 6: Rainfall Event Summary

Start Date	Start Time (hh:mm)	Total RG01 (in)	Total RG02 (in)	Total Average (in)	Return Frequency	at Duration
04.26.2023	4:00	0.53	0.63	0.58	< 1-year	all
05.08.2023	10:00	0.86	0.13	0.50	< 1-year	all
05.15.2023	21:00	1.21	0.13	0.67	< 1-year	all
05.19.2023	14:00	1.19	0.35	0.77	< 2-year	15-min
05.30.2023	14:00	1.14	0.11	0.63	< 1-year	all
06.03.2023	18:00	0.05	0.80	0.43	< 1-year	all
06.05.2023	0:00	0.98	1.07	1.03	< 1-year	all
06.15.2023	22:00	0.55	1.18	0.87	< 1-year	all

After the RDII calculations are made for each storm event, the results are plotted as a function of rainfall total. An example is shown in Figure 9 in which the relationship between the Storm Event RDII (MG) is plotted with respect to the Storm Event rainfall (inches) for all significant storm events. These relationships can then be used to evaluate the consistency of rainfall responses within the sanitary sewer system and estimate the RDII response for various rainfall amounts.





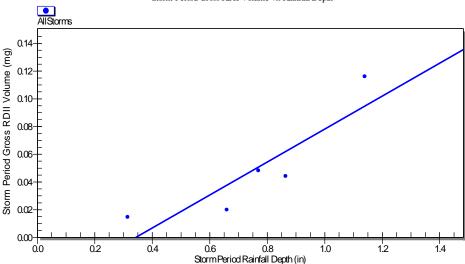






FIGURE 9: RDII Response vs. Rainfall Depth

Q vs i - FM-06 Storm Period Gross RDII Volume vs. Rainfall Depth



Based on the results obtained during the Study Period, Net RDII are reported for each basin for a projected 1.00-inch storm event, and the results are summarized in Table 7. Net RDII volumes are computed by subtracting the Gross RDII volume of any upstream flow monitor basin from the Gross RDII volume measured at the outlet of each flow monitor basin. This process identifies and isolates RDII to the basin sizes shown. Normalized Net RDII is then calculated by dividing the net RDII volume by the associated basin size.

TABLE 7: Net RDII for a Projected 1.00-inch Storm

Basin	Gross RDII	Net RDII	Basin Size	Net RDII
	(MG)	(MG)	(LF)	(Gal/LF)
FM-01	0.06	0.06	44,931	1.34
FM-02	_	_	_	_
FM-03	0.04	0.04	40,594	0.99
FM-04	0.18	0.12	56,245	2.13
FM-05	0.06	0.06	143,876	0.42
FM-06	0.08	0.08	42,644	1.88
FM-07	_	_	_	_
FM-08	0.08	0.08	129,449	0.62
FM-09	0.09	0.01	3,077	3.25
FM-10	0.51	0.23	211,008	1.09

Note that Normalized Net RDII results are not provided for Basin FM-02. A flow imbalance between Flow Monitor FM-10 downstream and FM-02 and FM-04 upstream was observed and the location of Flow Monitor FM-02 near the discharge of the lift station force main is the likely culprit. Therefore, for the purpose of RDII evaluation, Flow Monitor FM-02 was disregarded and the basin size associated with Basin FM-02 was added to Basin FM-10. This scenario was discussed with FNI prior to report submittal.



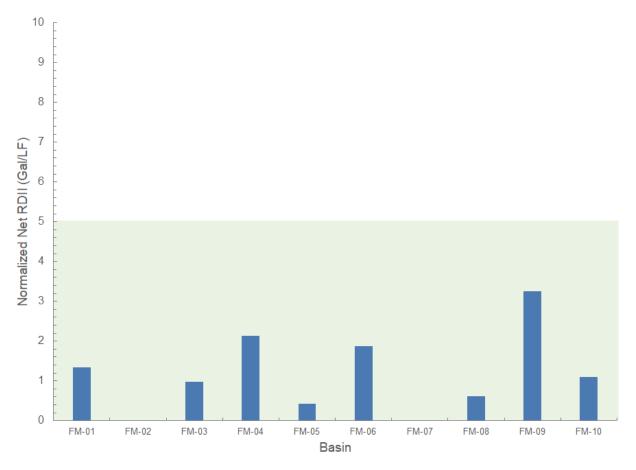






Normalized Net RDII results are compared with an industry rule-of-thumb for excessive RDII of 5 Gal/LF for a 1-inch rainfall event in **Figure 10**. Note that all flow monitor basins have projected RDII less than this key performance indicator.

FIGURE 10: Normalized Net RDII for Projected 1-inch Storm Compared to Industry Rule-of-Thumb



To further prioritize, Normalized Net RDII is compared to the maximum wet weather flow depth-to-diameter ratio (d_{max-W} / D) as shown in **Figure 11**. This comparison classifies flow monitor basins into four distinct groups:

- **Group 1** RDII is not excessive, and no wet weather surcharge conditions are observed. This is the most preferred group and is least problematic. Wet weather SSO risk is low.
- **Group 2** RDII is excessive, but no wet weather surcharge conditions are observed. While more RDII is observed than desired, sufficient capacity is available to accommodate it. Wet weather SSO risk is low but is higher than Group 1.
- **Group 3** RDII is not excessive, but wet weather surcharge conditions are observed. Wet weather system capacity is limited which limits RDII ingress as a result. Wet weather SSO risk is moderate to high.
- **Group 4** RDII is excessive, and wet weather surcharge condition are observed. This is the least preferred group and is most problematic. Wet weather SSO risk is moderate to high.



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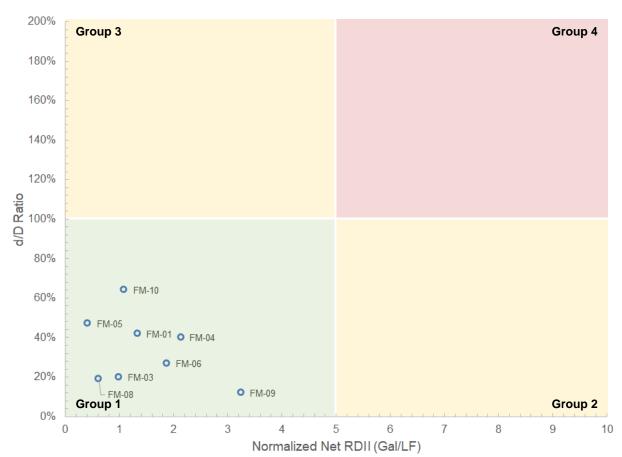


FIGURE 11: Normalized Net RDII for Projected 1-inch Storm vs. Depth-to-Diameter Ratio

Based on these classifications, all flow monitor basins are classified in Group 1.











Conclusions and Recommendations

Specific recommendations for further planning, evaluation, or condition assessment activities based on flow monitor and rainfall monitor data from the Study Period are provided below.

Dry Weather Performance

- All of the dry weather peaking factors were within Prosper design requirements, indicating that dry weather peak flows are within anticipated ranges based on average dry weather flows.
- All of the dry weather d/D ratios were within Prosper design requirements, indicating that sufficient capacity is available at the flow monitor locations to convey routine dry weather flows.
- Six flow monitor locations are defined as Class 1 Self Cleansing. One flow monitor location is defined as Class 2 - Marginal Cleansing, and three flow monitor locations are defined as Class 3 - Non-Cleansing. The local sewer cleaning program should place more emphasis on Marginal and Non-Cleansing locations than Self-Cleansing locations.
- Groundwater infiltration is classified as minor in five basins and moderate in five basins. While sufficient capacity is available to accommodate dry weather infiltration without surcharge conditions, excessive groundwater infiltration consumes sewer capacity that could be otherwise be used for domestic, commercial, institutional, or industrial wastewater or could be used to accommodate wet weather RDII.

Wet Weather Performance

- Two of the wet weather peaking factors exceeded Prosper design requirements, indicating that wet weather peak flows exceed anticipated ranges based on average dry weather flows. These exceedances occurred at Flow Monitor FM-08 and FM-09 during storm events when Flow Monitor FM-07 indicates that the flow diversion may have been active.
- All of the wet weather d/D ratios were within Prosper design requirements, indicating that sufficient capacity is available at the flow monitor locations to convey wet weather flows observed during the Study Period.
- Some RDII was identified in all flow monitor basins associated with this Study but did not exceed a commonly used industry rule-of-thumb for excessive RDII. Rainfall events observed during the Study Period were small and may not be appropriate for gauging the overall wet weather performance of the sanitary sewer system.









Recommendations

- Based on groundwater infiltration estimates, pursue identification of groundwater infiltration sources in Basins FM-01, FM-03, FM-04, FM-06, and FM-08 with closed-circuit television (CCTV) inspection.
- Based on a flow imbalance noted between Proper Point-of-Entry (POE) #2 and ADS Flow Monitor FM-09, ADS recommends that the Town of Prosper and/or FNI further evaluate the flume located at POE #2. Do observed approach conditions agree with assumptions required for proper flume operation? Is the flow depth sensor positioned at the proper location for the flume type? Is the flow depth sensor properly calibrated?

Definitions

Basin – a designation given to a series of interconnected sewers within a sanitary sewer system that collect and convey wastewater to a common manhole, pump station, or wastewater treatment plant. The size and geographic extent of a given basin are system specific. Basin designations are established to provide a consistent nomenclature for system components to facilitate effective planning, operation, and maintenance.

CCTV Inspection – a common diagnostic method used to visually inspect and document the general location, connectivity, and condition of a sewer. CCTV inspection is accomplished using a variety of specially designed camera systems.

Depth-to-Diameter (d/D) Ratio – a ratio of maximum flow depth to sewer diameter. d/D ratios are often calculated to describe both dry weather and wet weather periods and are one measure used to assess sewer capacity utilization. In this study, d/D ratios are computed using hourly average data.

Infiltration – water than enters a sanitary sewer system from the ground through defective system components including, but not limited to, defective sewers, manholes, service connections, or other system appurtenances. Infiltration is primarily dependent on groundwater elevations but may also be influenced by storm events and leaking water mains.

Inflow – storm water runoff that enters a sanitary sewer system from direct connections including, but not limited to, building downspouts, clean-outs, foundation drains, sump pumps, basement and area drains, and cross connections with storm sewer systems.

Manhole Inspection – a common diagnostic method used to visually inspect and document the location and condition of a manhole. Manhole inspection can be accomplished using confined space entry or non-entry techniques.

Peaking Factor (PF) – a ratio of maximum flow rate to average flow rate. Peaking factors are often calculated to describe both dry weather and wet weather periods, where maximum flow rates are compared to average dry weather flow rates. In this study, peaking factors are computed using hourly average data.

Rain-Dependent Infiltration and Inflow (RDII) – the collective infiltration and inflow that enter a sewer system as a direct result of rainfall.











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Sanitary Sewer Overflow (SSO) – a discharge of untreated wastewater from a sanitary sewer system, caused by a variety of reasons including, but not limited to, inadequate sewer design and construction, insufficient operation and maintenance, power failures, and vandalism.

Sanitary Sewer System – a collection of sewers, manholes, pump stations, and other appurtenances designed for the collection and transportation of wastewater.

Sewer Cleaning – a common method used to dislodge and removed accumulated debris, grease, and roots within a sewer line to achieve desired conditions for CCTV inspection. Under routine conditions, sewer cleaning is performed using hydraulic jetting and vacuum debris removal techniques.

Sewer System Evaluation Survey – a detailed investigation of a selected portion of a sanitary sewer system to identify system defects that contribute to infiltration and inflow. The results of such an investigation are used to provide recommendations for system planning, operation, and maintenance.

Smoke Testing – a common diagnostic method used to locate and identify potential infiltration and inflow sources within a sanitary sewer system. During smoke testing, a special non-toxic, non-staining smoke is blown into a selected portion of the system. Potential infiltration and inflow sources are evidence by visible smoke.

Tractive Force Method – a method used to evaluate the self-cleansing status of gravity sewers. This approach is recommended by the American Society of Civil Engineers and the Water Environment Federation.

References

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- 2. Bizier, Paul, Editor (2007). *Gravity Sanitary Sewer Design and Construction*, ASCE Manuals and Reports on Engineering Practice No. 60, American Society of Civil Engineers: Reston, VA.
- 3. Enfinger, K.L. and Surber, M.L. (2016). "Depth Perception Tracking Sewer Performance Using Design Guidelines and Regulatory Expectations," *Proceedings of the Water Environment Federation Technical Exhibition and Conference*; New Orleans, LA; Water Environt Federation: Alexandria, VA.
- 4. Enfinger, K.L. and Mitchell, P.S. (2010). "Scattergraph Principles and Practice Evaluating Self-Cleansing in Existing Sewers Using the Tractive Force Method," *Proceedings of the World Environmental and Water Resources Congrees*; Providence, RI. American Society of Civil Engineers: Reston, VA.
- 5. Enfinger, K.L. and Stevens, P.L. (2020). "Estimating Groundwater Infiltration in Sewers," *Proceedings of the Pipeline Division Specialty Conference*, San Antonio, TX; American Society of Civil Engineers: Reston, VA.



Appendix A

FRISCO TFM 2023

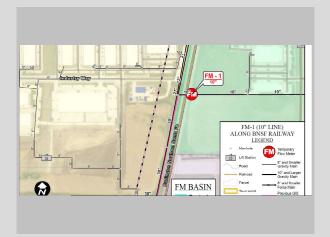
Flow Monitoring Site Installation Report



Site I.D.

PSP-FM1

Site ins	папаноп керогі			
Cita Address / Lasations	024 N.Colomon Ca. Burney TV 75070		Monitor Series	Location Type
Site Address / Location: 821 N Coleman St, Prosper, TX 75078	821 N Coleman St, Prosper, 1X 75078	U/8	Triton+	Temporary
Site Access:	Enter through south of address		GPS Coordinates	Pipe Shape
	Enter through south of address		33.2433391, -96.8051518	Elliptical



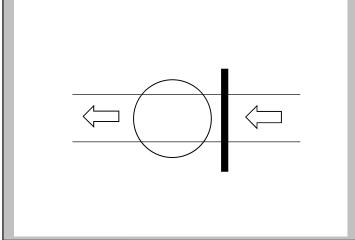
Manhole #	System Characteristics
	Industrial
Access	Traffic
Drive	None





Installation Information					
Installation Date:	Installation Type:				
Wednesday April 05 2023	Doppler Standard Ring and Crank				
Monitoring Location (Sensors):	Monitor Location:				
Upstream 0-5 FT	Manhole				
Sensors / Devices:	Pressure Sensor Range (psi)				
Peak Combo (CS4)	0 - 5 psi				
Installation (Confirmation:				
Confirmation Time:	Pipe Size (HxW) (in)				
10:48 am	9.88 x 9.75				
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)				
3.00					
Downlooker Physical Offset (in)	Measurement Confidence (in)				
	0.25"				
Peak Velocity (fps)	Velocity Sensor Offset (in)				
2.25					
Silt (in)	Silt Type				
0	-				

Hydraulic Comments:



Manhole / Pipe Information:					
Manhole Depth (Approx. FT):	Manhole Configuration				
8	Single				
Manhole Material:	Manhole Condition:				
Concrete	Fair				
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):				
24					
Manhole Cover	Manhole Frame				
Concealed	Normal				
Active Drop Connections	Air Quality:				
Yes, Inside	20.8, 0, 0, 0				
Pipe Material	Pipe Condition:				
PVC	Good				
Communication	n Information:				
Communication Type Antenna Location					
Wireless Drilled Pavement / Concrete					
Additional Site Info. / Comments:					
10" incoming drops down to another flow					



PROSPER TFM 2023

Flow Monitoring



Site I.D.

PSP-FM2

System Characteristics

	• • • • • • • • • • • • • • • • • • • •	9
Site I	nstallation	Report

Site Address / Location 3730 Prosper Trail, Prosper, TX 75078 Site Access: In the field in front of address

Monitor Series	Location Type
Triton+	Temporary
GPS Coordinates	Pipe Shape
33.2471982, -96.7437876	Elliptical

Manhole #

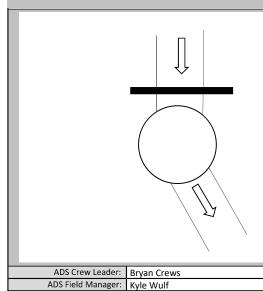




Residential



Installation Information		Information
	Installation Date:	Installation Type:
	Tuesday April 11 2023	Doppler Standard Ring and Crank
	Monitoring Location (Sensors):	Monitor Location:
ı	Upstream 0-5 FT	Manhole
ı	Sensors / Devices:	Pressure Sensor Range (psi)
ı	AV/Gated	0 - 15 psi
1	Installation C	Confirmation:
1	Confirmation Time:	Pipe Size (HxW) (in)
۱	11:34 am	23.38 x 23.25
9	Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)
ı	5.00	
ı	Downlooker Physical Offset (in)	Measurement Confidence (in)
1		-
1	Peak Velocity (fps)	Velocity Sensor Offset (in)
ı	2.45	
1	Silt (in)	Silt Type
d	0	-
	Hydraulic (Comments:



Manhole Depth (Approx. FT):	Manhole Configuration	
13	Single	
Manhole Material:	Manhole Condition:	
Fiberglass	Good	
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):	
27		
Manhole Cover	Manhole Frame	
Bolted	Normal	
Active Drop Connections	Air Quality:	
-	20.8, 0, 0, 20	
Pipe Material	Pipe Condition:	
PVC	Good	
Communication Information:		
Communication Type	Antenna Location	
Wireless	Manhole Pick / Vent Hole	
Additional Site I	nfo. / Comments:	
For access call Rob Franks (972)898-8245		

Manhole / Pipe Information:



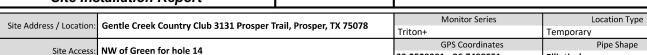
FRISCO TFM 2023

Flow Monitoring Site Installation Report

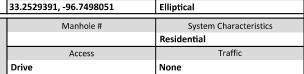


Site I.D.

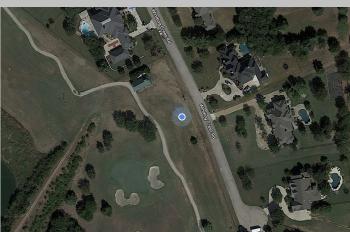
PSP-FM3



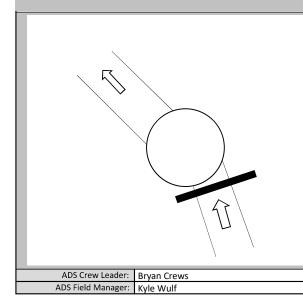




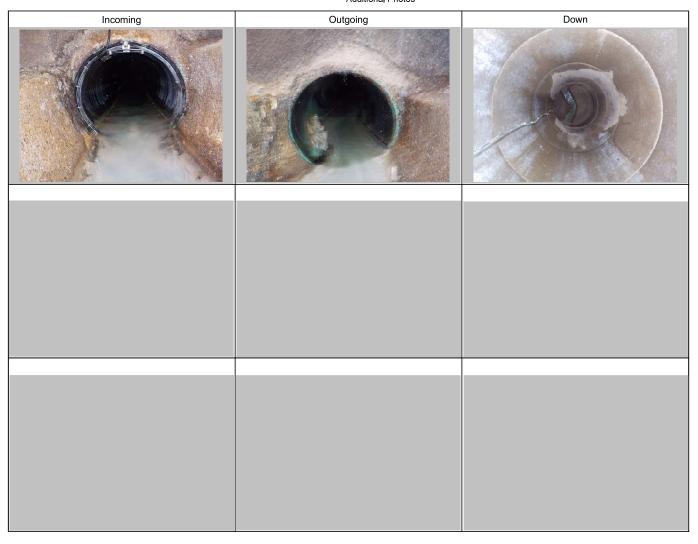




Installation Information		
Installation Date:	Installation Type:	
Tuesday April 04 2023	Doppler Standard Ring and Crank	
Monitoring Location (Sensors):	Monitor Location:	
Upstream 0-5 FT	Manhole	
Sensors / Devices:	Pressure Sensor Range (psi)	
Peak Combo (CS4)	0 - 15 psi	
Installation (Confirmation:	
Confirmation Time:	Pipe Size (HxW) (in)	
4:19 pm	14.00 x 15.00	
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)	
2.25		
Downlooker Physical Offset (in)	Measurement Confidence (in)	
	0.25"	
Peak Velocity (fps)	Velocity Sensor Offset (in)	
2.25		
Silt (in)	Silt Type	
0	-	
Hydraulic	Comments:	



·		
Manhole / Pipe Information:		
Manhole Depth (Approx. FT):	Manhole Configuration	
24	Single	
Manhole Material:	Manhole Condition:	
Concrete	Good	
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):	
24		
Manhole Cover	Manhole Frame	
Concealed	Normal	
Active Drop Connections	Air Quality:	
-	20.8, 0, 0, 1	
Pipe Material	Pipe Condition:	
PVC	Good	
Communication Information:		
Communication Type	Antenna Location	
Wireless	Grass (buried)	
Additional Site Info. / Comments:		



FRISCO TFM 2023

Flow Monitoring Site Installation Report



Site I.D.

PSP-FM4

Temporary

Location Type

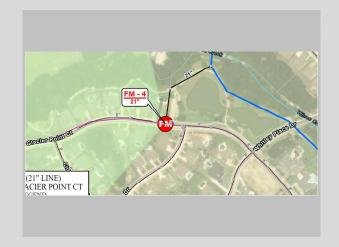
Monitor Series

Triton+



Site Access:	Middle of street near address

	GPS Coordinates	Pipe Snape
	33.2422685, -96.7405864	Elliptical
ı	Manhole #	System Characteristics
ı		Residential
l	Access	Traffic

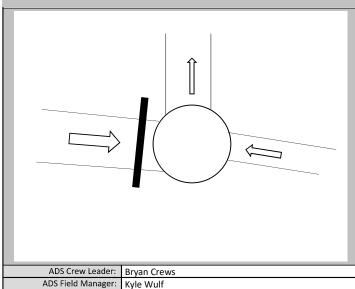




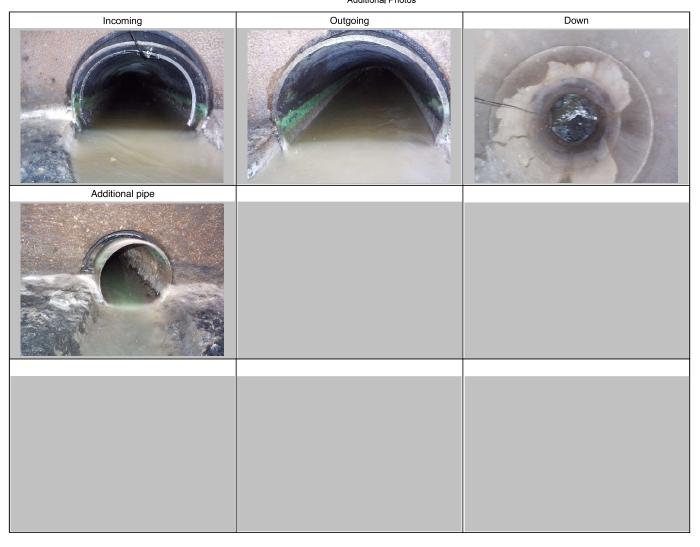


Installation Information	
Installation Date:	Installation Type:
Tuesday April 04 2023	Doppler Standard Ring and Crank
Monitoring Location (Sensors):	Monitor Location:
Upstream 0-5 FT	Manhole
Sensors / Devices:	Pressure Sensor Range (psi)
AV/Max (CS9)	0 - 15 psi
Installation (Confirmation:
Confirmation Time:	Pipe Size (HxW) (in)
11:23 am	22.38 x 23.88
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)
7.00	
Downlooker Physical Offset (in)	Measurement Confidence (in)
	-
Peak Velocity (fps)	Velocity Sensor Offset (in)
1.75	
Silt (in)	Silt Type
0	-

Hydraulic Comments:



Manhole / Pipe Information:		
Manhole Depth (Approx. FT):	Manhole Configuration	
21	Single	
Manhole Material:	Manhole Condition:	
Concrete	Good	
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):	
27		
Manhole Cover	Manhole Frame	
Concealed	Normal	
Active Drop Connections	Air Quality:	
No	19.7, 0, 0, 1	
Pipe Material	Pipe Condition:	
PVC	Good	
Communication Information:		
Communication Type	Antenna Location	
Wireless	Drilled Pavement / Concrete	
Additional Site Info. / Comments:		



FRISCO TFM 2023

Flow Monitoring



Site I.D.

PSP-FM5

Temporary

Location Type

Site Installation Report

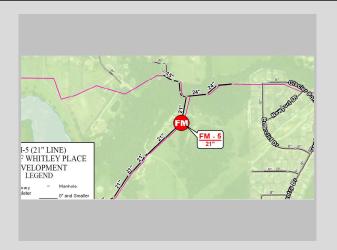
Site Address / Location: Wooded area

Site Access:	Enter path near 3400 Beechwood Dr., Plano, TX 75078

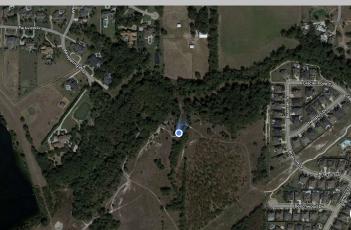
GPS Coordinates	Pipe Shape
33.2404247, -96.7527596	Elliptical
No l II	Control Characteristics
Manhole #	System Characteristics
	Residential
Access	Traffic

Monitor Series

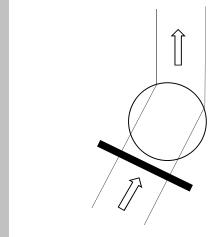
Triton+





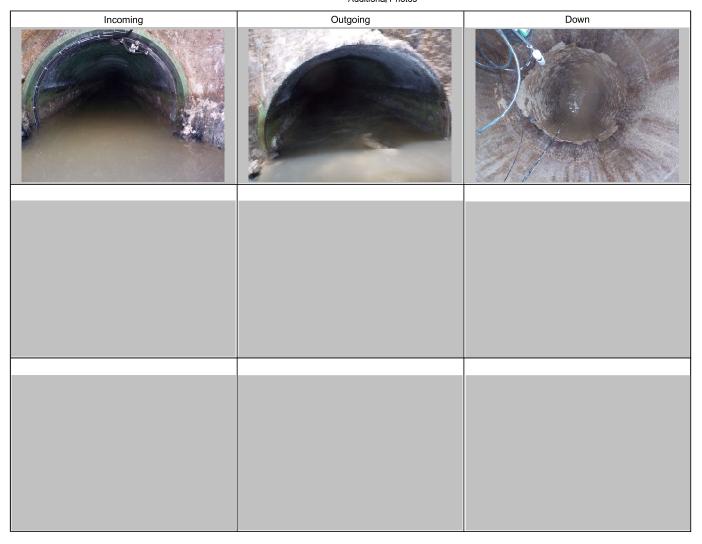


	Installation	Information
	Installation Date:	Installation Type:
8	Tuesday April 04 2023	Doppler Standard Ring and Crank
	Monitoring Location (Sensors):	Monitor Location:
ď	Upstream 0-5 FT	Manhole
	Sensors / Devices:	Pressure Sensor Range (psi)
	AV/Max (CS9)	0 - 15 psi
	Installation Confirmation:	
	Confirmation Time:	Pipe Size (HxW) (in)
1	1:35 pm	20.38 x 21
	Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)
	7.38	
	Downlooker Physical Offset (in)	Measurement Confidence (in)
		0.25"
3	Peak Velocity (fps)	Velocity Sensor Offset (in)
	0.88	
	Silt (in)	Silt Type
	3.0	Sandy / Gravel
	Hydraulic (Comments:



ADS Crew Leader:	Bryan Crews
ADS Field Manager:	Kyle Wulf

Manhole / Pipe Information:			
Manhole Depth (Approx. FT):	Manhole Configuration		
25.8	Single		
Manhole Material:	Manhole Condition:		
Concrete	Good		
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):		
27			
Manhole Cover	Manhole Frame		
Concealed	Normal		
Active Drop Connections	Air Quality:		
20.4, 0, 0, 7			
Pipe Material	Pipe Condition:		
PVC	Good		
Communication Information:			
Communication Type	Antenna Location		
Wireless	Grass (buried)		
Additional Site Info. / Comments:			



PROSPER 2023

Flow Monitorina



Site I.D.

PSP-FM6

Monitor Series

Location Type

•	ion momen	····g
Site	Installation	Report

Site Address / Location:	1140 south Sileel Pkwy, Prosper, 1X 75078	Triton+	Temporary
C:+- A	: In the field East of fire station	GPS Coordinates	Pipe Shape
Site Access:	In the neid East of the station	33.2236620, -96.8591947	Elliptical

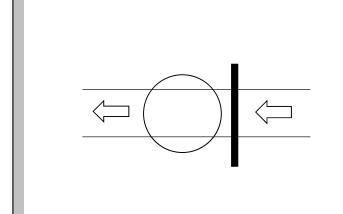


Manhole #	System Characteristics	
	Industrial	
Access	Traffic	
Drive	None	





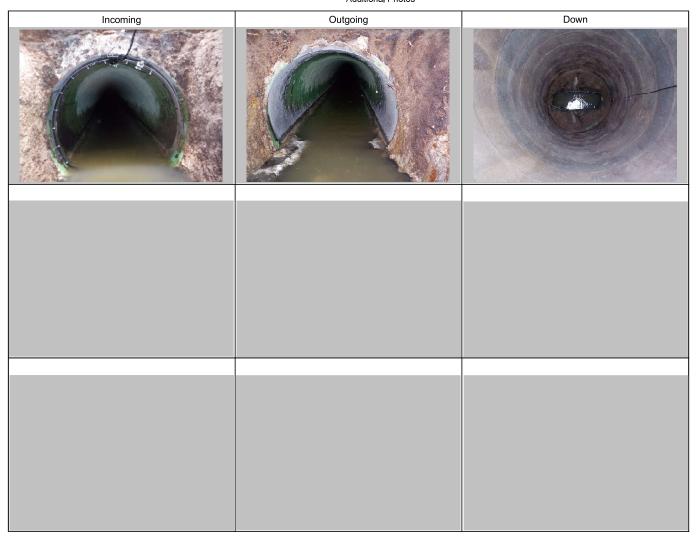
Installation Information		
Installation Date:	Installation Type:	
	Doppler Standard Ring and Crank	
Monitoring Location (Sensors):	Monitor Location:	
Upstream 0-5 FT	Manhole	
Sensors / Devices:	Pressure Sensor Range (psi)	
AV/Max (CS9)	0 - 15 psi	
Installation (Confirmation:	
Confirmation Time:	Pipe Size (HxW) (in)	
9:15 am	20.75 x 20.63	
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)	
4.25		
Downlooker Physical Offset (in)	Measurement Confidence (in)	
	-	
Peak Velocity (fps)	Velocity Sensor Offset (in)	
0.88		
Silt (in)	Silt Type	
0	-	
Hydraulic	Comments:	



Manhole Depth (Approx. FT):	Manhole Configuration	
19	Single	
Manhole Material:	Manhole Condition:	
Concrete	Good	
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):	
Manhole Cover	Manhole Frame	
Bolted	-	
Active Drop Connections	Air Quality:	
-	20.8, 0, 0, 1	
Pipe Material	Pipe Condition:	
PVC	Good	
Communication Information:		
Communication Type	Antenna Location	
Wireless	Manhole Pick / Vent Hole	
Additional Site Info. / Comments:		

Manhole / Pipe Information:

ADS Crew Leader: Bryan Crews ADS Field Manager: Kyle Wulf



FRISCO TFM 2023

Flow Monitoring



Site I.D.

PSP-FM7

Temporary

Location Type

Site Installation	•

Site Address / Location:	Cook Ln East of Police Station 801 Safety Way, Prosper, TX 75078	
Site Access:	Middle of the road	

GPS Coordinates	Pipe Shape
33.2397997, -96.8108073	Elliptical
Manhole #	System Characteristics
	Industrial

Monitor Series

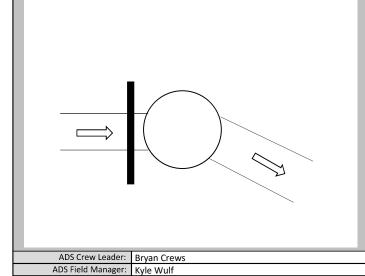
Triton+





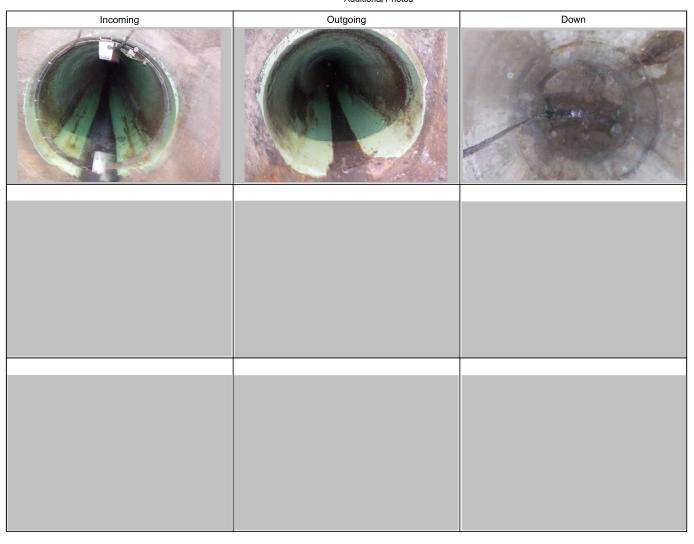


	Installation Information	
	Installation Date:	Installation Type:
	Wednesday April 05 2023	Doppler Standard Ring and Crank
	Monitoring Location (Sensors):	Monitor Location:
	Upstream 0-5 FT	Manhole
	Sensors / Devices:	Pressure Sensor Range (psi)
	Peak Combo (CS4), Smart Depth (CS5)	0 - 15 psi
	Installation (Confirmation:
	Confirmation Time:	Pipe Size (HxW) (in)
	0:38 am	20.50 x 20.00
	Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)
	0.63	
	Downlooker Physical Offset (in)	Measurement Confidence (in)
THE STREET	1.38	0.25"
	Peak Velocity (fps)	Velocity Sensor Offset (in)
teW.	0.00	
May	Silt (in)	Silt Type
	0	-



Manhole / Pipe Information:			
Manhole Depth (Approx. FT):	Manhole Configuration		
20	Single		
Manhole Material:	Manhole Condition:		
Concrete	Good		
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):		
27			
Manhole Cover	Manhole Frame		
Unbolted Normal			
Active Drop Connections	Air Quality:		
-	20.8, 0, 0, 2		
Pipe Material	Pipe Condition:		
PVC	Good		
Communication Information:			
Communication Type	Antenna Location		
Wireless	Manhole Pick / Vent Hole		
Additional Site Info. / Comments:			

Hydraulic Comments:



FRISCO TFM 2023

Flow Monitoring Site Installation Report

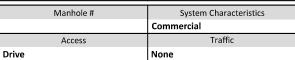


Site I.D.

PSP-FM8



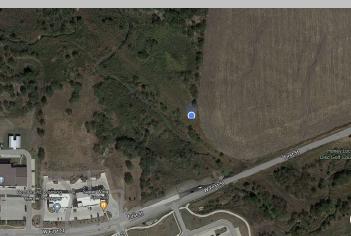




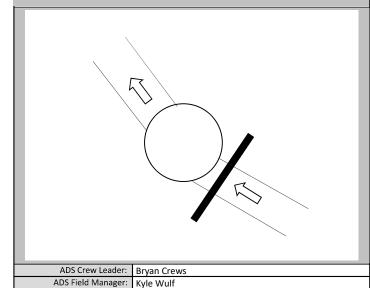
Elliptical

33.2316158, -96.8428855





Installation Information	
Installation Date:	Installation Type:
Wednesday April 05 2023	Doppler Standard Ring and Crank
Monitoring Location (Sensors):	Monitor Location:
Upstream 0-5 FT	Manhole
Sensors / Devices:	Pressure Sensor Range (psi)
Peak Combo (CS4)	0 - 15 psi
Installation Confirmation:	
Confirmation Time:	Pipe Size (HxW) (in)
3:38 pm	35.50 x 35.88
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)
2.75	
Downlooker Physical Offset (in)	Measurement Confidence (in)
	0.25"
Peak Velocity (fps)	Velocity Sensor Offset (in)
1.91	
Silt (in)	Silt Type
0	-



Manhole / Pipe Information:	
Manhole Depth (Approx. FT):	Manhole Configuration
22	Single
Manhole Material:	Manhole Condition:
Concrete	Good
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):
30	
Manhole Cover	Manhole Frame
Bolted	Normal
Active Drop Connections	Air Quality:
No	20.8, 0, 0, 3
Pipe Material	Pipe Condition:
PVC	Good
Communication Information:	
Communication Type	Antenna Location
Wireless	Grass (buried)
Additional Site Info. / Comments:	

Hydraulic Comments:



FRISCO TFM 2023

Flow Monitoring

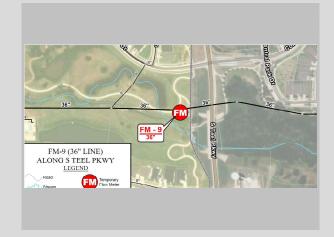


Site I.D.

PSP-FM9

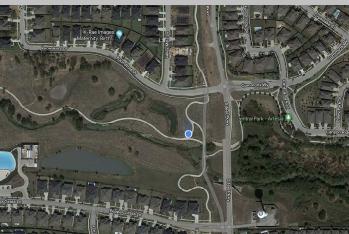
	-	_		9	
Sito	Inets	llst	ion	Repo	rt
Site	111316	mat	ioii i	(epo	, ,

Site Address / Lesation	North of 2760 Donner Grass In Drasner TV 76200	Monitor Series	Location Type
Site Address / Location: North of 3760 Pepper Grass Ln, Prosper, TX 76209		Triton+	Temporary
C:t- A	Access walk path East of address	GPS Coordinates	Pipe Shape
Site Access:		33.2354954, -96.8611057	Elliptical



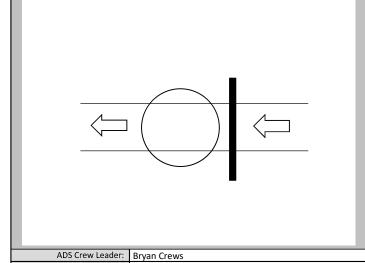
Manhole #	System Characteristics
	Residential
Access	Traffic
Drive	None





Installation Information		
Installation Date:	Installation Type:	
Wednesday April 05 2023	Doppler Standard Ring and Crank	
Monitoring Location (Sensors):	Monitor Location:	
Upstream 0-5 FT	Manhole	
Sensors / Devices:	Pressure Sensor Range (psi)	
AV/Max (CS9)	0 - 15 psi	
Installation (Confirmation:	
Confirmation Time:	Pipe Size (HxW) (in)	
4:50 pm	35.00 x 36.38	
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)	
2.63		
Downlooker Physical Offset (in)	Measurement Confidence (in)	
	0.25"	
Peak Velocity (fps)	Velocity Sensor Offset (in)	
2.55		
Silt (in)	Silt Type	

Hydraulic Comments:

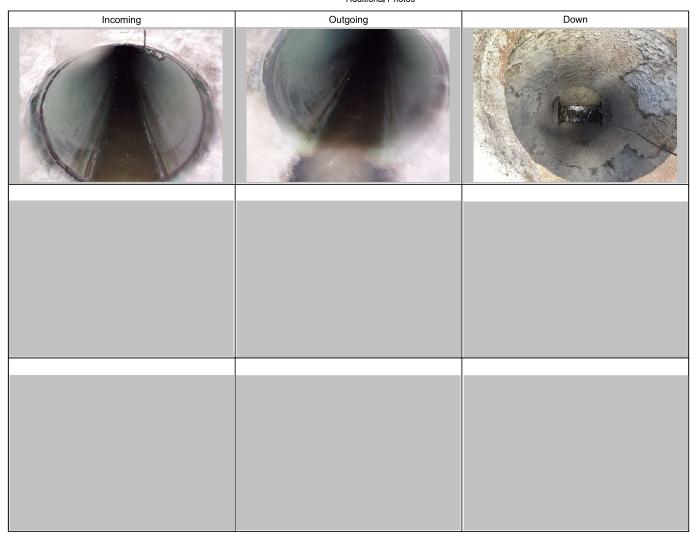


Kyle Wulf

ADS Field Manager:

Manhole / Pipe Information:			
Manhole Depth (Approx. FT):	Manhole Configuration		
21	Single		
Manhole Material:	Manhole Condition:		
Concrete	Good		
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):		
27			
Manhole Cover	Manhole Frame		
Concealed	Normal		
Active Drop Connections	Air Quality:		
-			
Pipe Material	Pipe Condition:		
PVC	Good		
Communication Information:			
Communication Type	Antenna Location		
Wireless	Manhole Pick / Vent Hole		
Additional Site Info. / Comments:			

Additional Photos



FRISCO TFM 2023

Flow Monitoring Site Installation Report



Site I.D.

PSP-FM10

Sita Address / Location	Walnut Grove Cemetery Prosper, TX 75078	Monitor Series	Location Type
Site Address / Location:		Triton+	Temporary
Cita Assass	Located North of the East gate	GPS Coordinates	Pipe Shape
Site Access:		33.2380440, -96.7317371	Elliptical

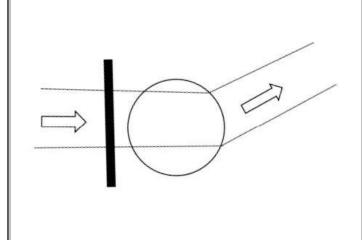


Manhole #	System Characteristics
	Industrial
Access	Traffic
Drive	None





Installation Information		
Installation Date:	Installation Type:	
Tuesday April 11 2023	Doppler Standard Ring and Crank	
Monitoring Location (Sensors):	Monitor Location:	
Upstream 0-5 FT	Manhole	
Sensors / Devices:	Pressure Sensor Range (psi)	
AV/Gated	0 - 15 psi	
Installation (Confirmation:	
Confirmation Time:	Pipe Size (HxW) (in)	
8:44 am	23.38 x 23.75	
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)	
11.38		
Downlooker Physical Offset (in)	Management Confidence (in)	
Downlooker i mysical onset (m)	Measurement Confidence (in)	
Downlooker i Hysical Offset (III)	- Measurement Confidence (in)	
Peak Velocity (fps)	- Velocity Sensor Offset (in)	
	-	
Peak Velocity (fps)	-	
Peak Velocity (fps) 1.98	- Velocity Sensor Offset (in)	



Manhole / Pipe Information:			
Manhole Depth (Approx. FT):	Manhole Configuration		
19	Single		
Manhole Material:	Manhole Condition:		
Fiberglass	Good		
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):		
27			
Manhole Cover	Manhole Frame		
Bolted	Normal		
Active Drop Connections	Air Quality:		
-	20.8, 0, 0, 2		
Pipe Material	Pipe Condition:		
PVC	Good		
Communication Information:			
Communication Type	Antenna Location		
Wireless	Manhole Pick / Vent Hole		
Additional Site I	Additional Site Info. / Comments:		

Additional Photos



PROSPER 2023

Flow Monitoring



Site I.D.

PSPRG1

Temporary

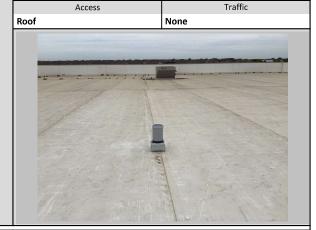
Location Type



Monitor Series Site Address / Location 4450 W University Dr., Prosper, TX 75078 Triton+ Site Access: On top of Home Depot

GPS Coordinates Pipe Shape 33.2212300, -96.8746526 Manhole # System Characteristics Commercial







Installation Information		
Installation Date:	Installation Type:	
Thursday April 06 2023	Rain Gauge	
Monitoring Location (Sensors):	Monitor Location:	
Rooftop	Building	
Sensors / Devices:	Pressure Sensor Range (psi)	
Rain Gauge Tipping Bucket	-	
Installation C	Confirmation:	
Confirmation Time:	Pipe Size (HxW) (in)	
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)	
Downlooker Physical Offset (in)	Measurement Confidence (in)	
	-	
Peak Velocity (fps)	Velocity Sensor Offset (in)	
Silt (in)	Silt Type	
	-	
Hydraulic Comments:		

Manhole / Pipe Information:			
Manhole Depth (Approx. FT):	Manhole Configuration		
	-		
Manhole Material:	Manhole Condition:		
-	-		
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):		
Manhole Cover	Manhole Frame		
-	-		
Active Drop Connections	Air Quality:		
-			
Pipe Material	Pipe Condition:		
-	-		
Communication	n Information:		
Communication Type	Antenna Location		
Wireless	-		

Additional Site Info. / Comments:

ADS Crew Leader: Bryan Crews ADS Field Manager: Kyle Wulf

PROSPER 2023

Flow Monitoring



Site I.D.

PSPRG2

Location Type

Traffic



Site Address / Location 1320 winding creek Rd, Prosper, TX 75978 Site Access On golf course next to monitor PSP-FM3

111(011)	remporary
GPS Coordinates	Pipe Shape
33.253127, -96.7498008	-
Manhole #	System Characteristics
	Residential

Monitor Series







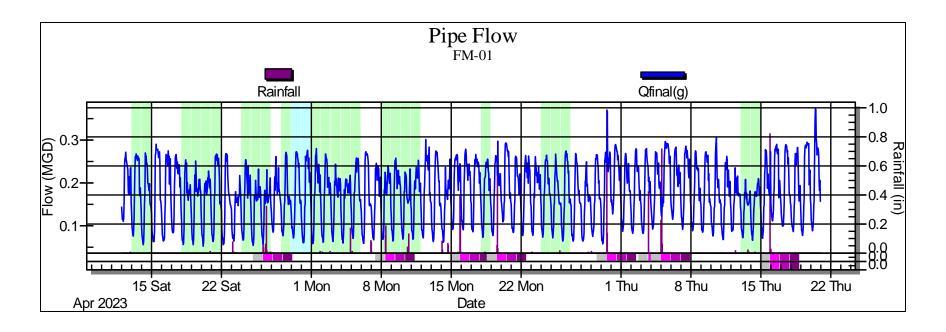
installation information	
Installation Date:	Installation Type:
Thursday April 06 2023	Rain Gauge
Monitoring Location (Sensors):	Monitor Location:
Field	Вох
Sensors / Devices:	Pressure Sensor Range (psi)
Rain Gauge Tipping Bucket	-
Installation Confirmation:	
Confirmation Time:	Pipe Size (HxW) (in)
Depth of Flow (Wet DOF) (in)	Range (Air DOF) (in)
Downlooker Physical Offset (in)	Measurement Confidence (in)
	-
Peak Velocity (fps)	Velocity Sensor Offset (in)
Silt (in)	Silt Type
	-

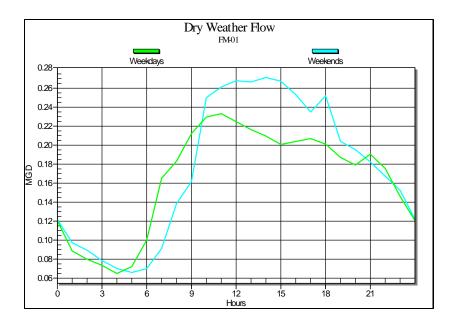
Hydraulic Comments:

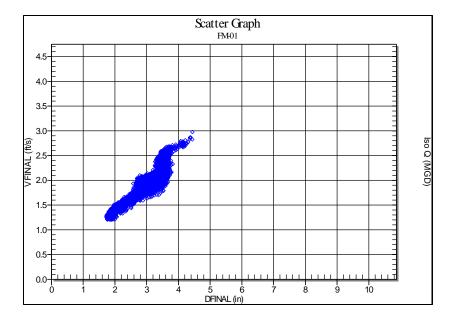
Manhole / Pipe Information:	
Manhole Depth (Approx. FT):	Manhole Configuration
	-
Manhole Material:	Manhole Condition:
-	-
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):
Manhole Cover	Manhole Frame
-	-
Active Drop Connections	Air Quality:
-	
Pipe Material	Pipe Condition:
-	-
Communication Information:	
Communication Type	Antenna Location
Wireless	-
Additional Site Info. / Comments:	

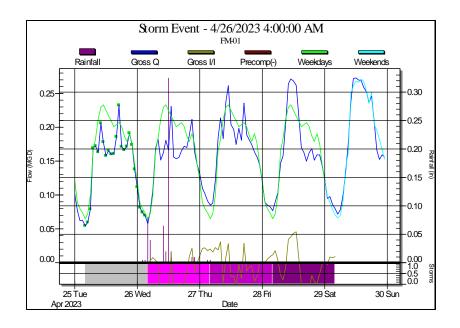
ADS Crew Leader: Bryan Crews ADS Field Manager: Kyle Wulf

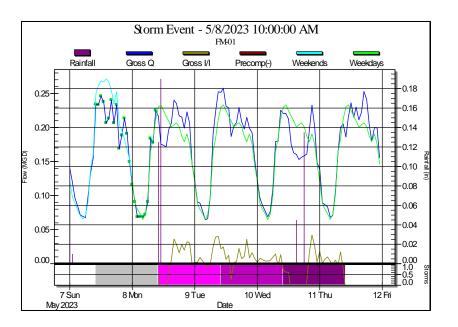
Appendix B

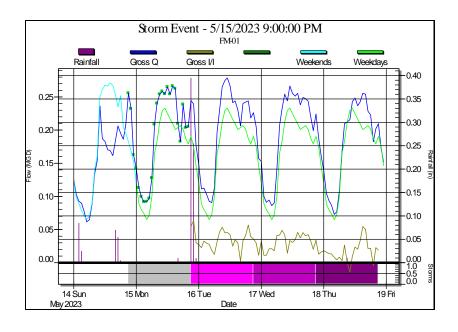


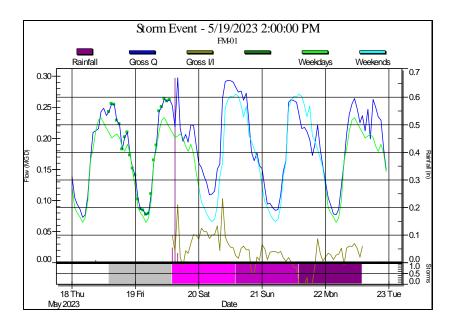


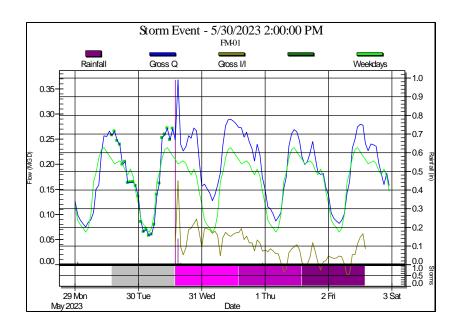


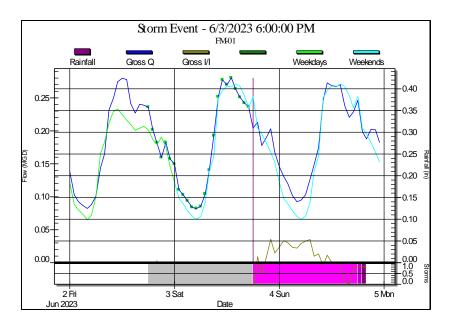


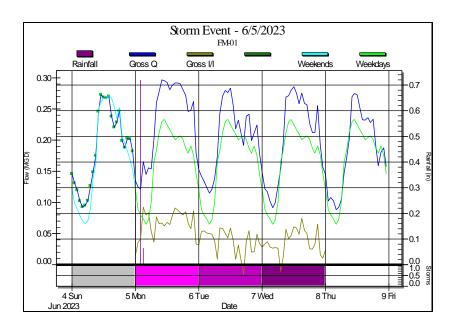


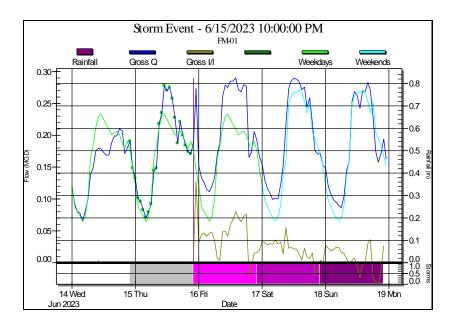


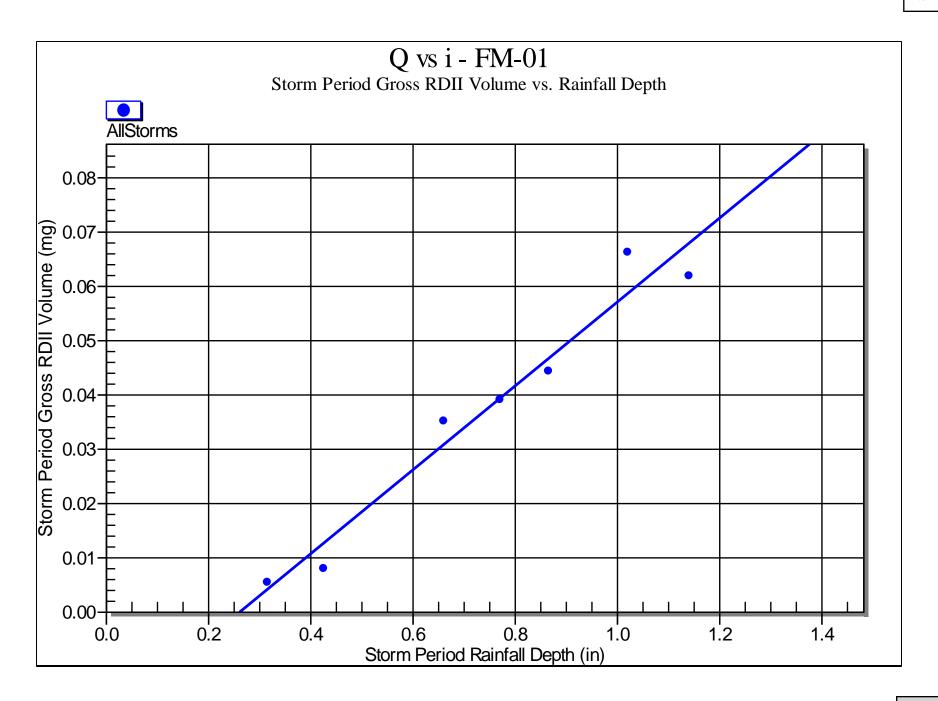


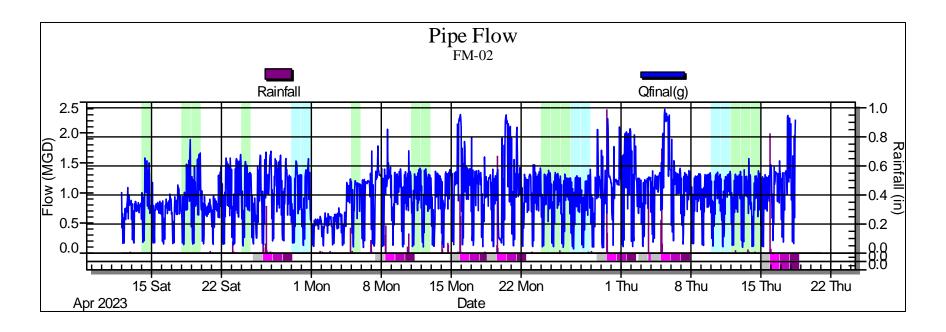


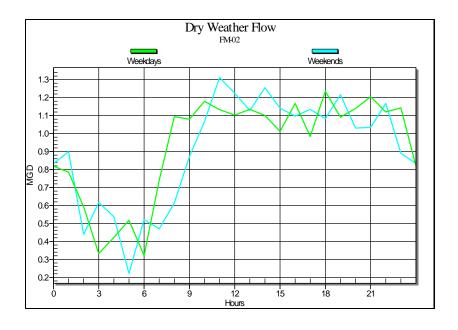


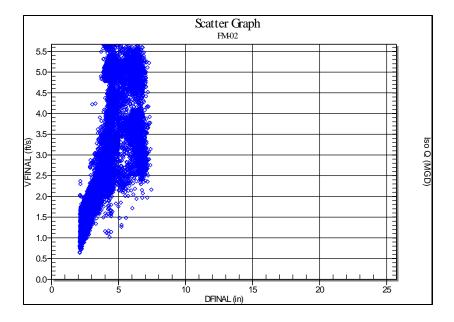


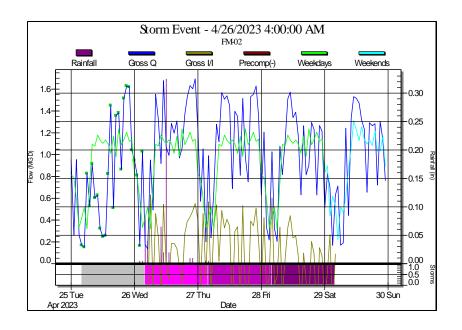


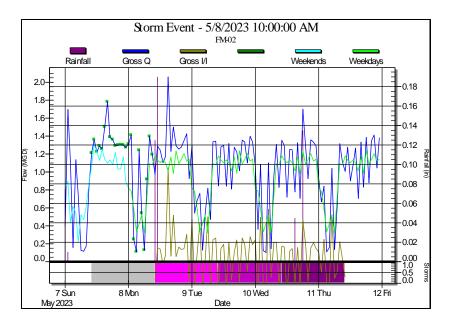


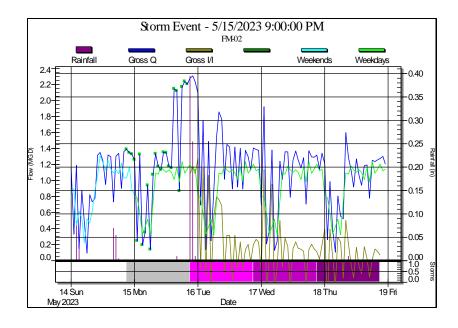


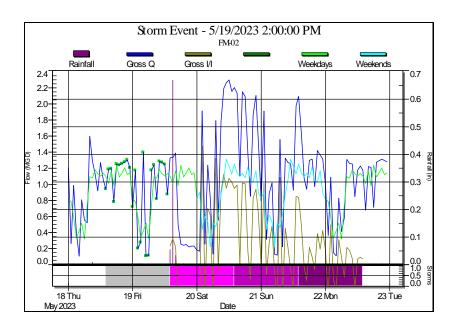


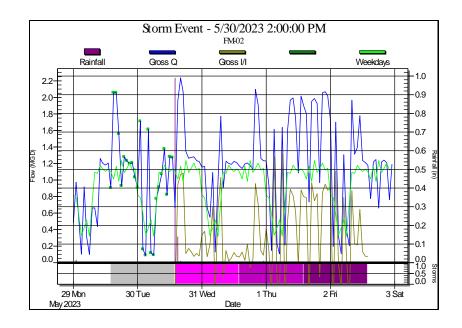


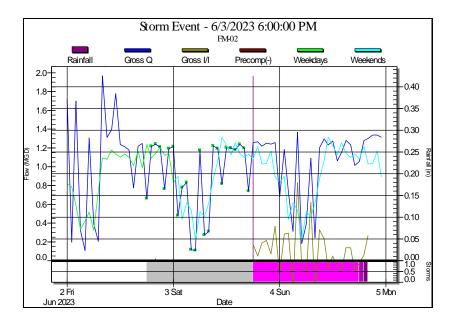


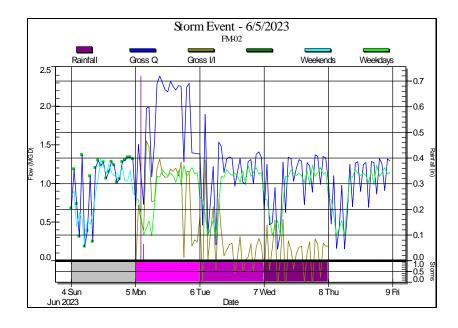


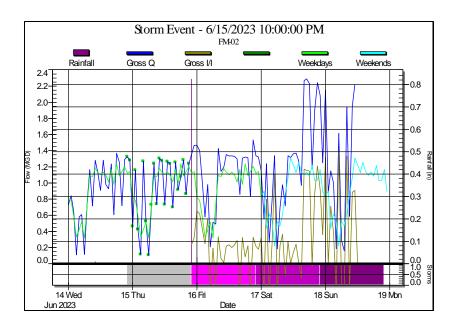


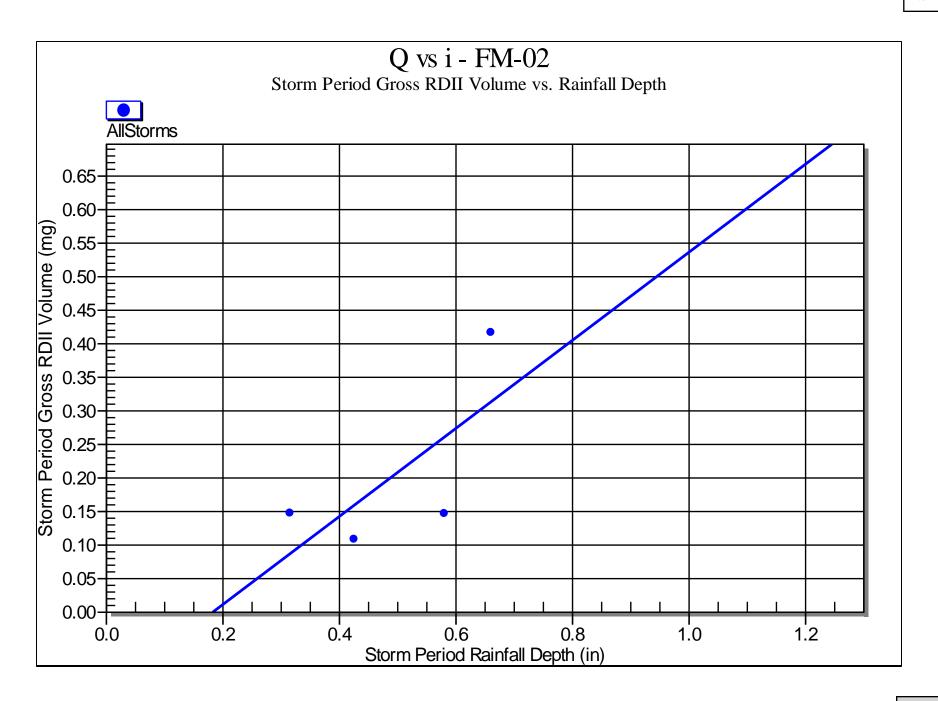


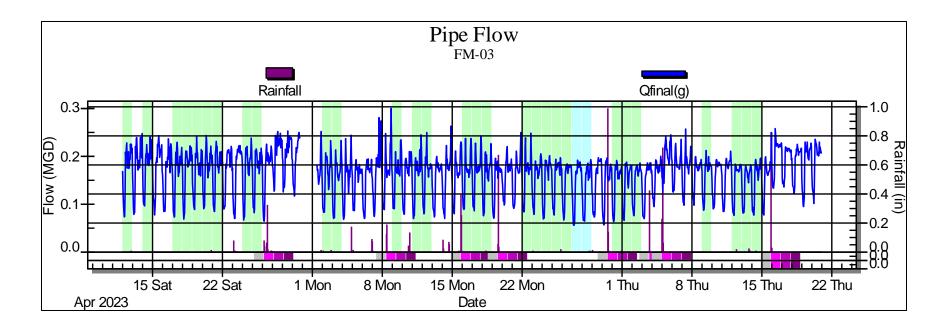


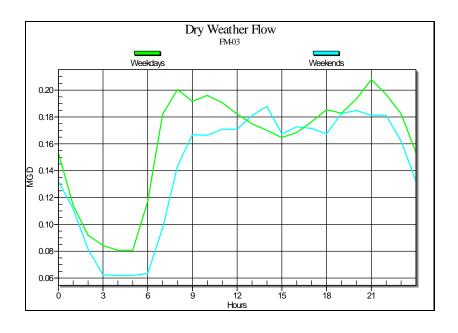


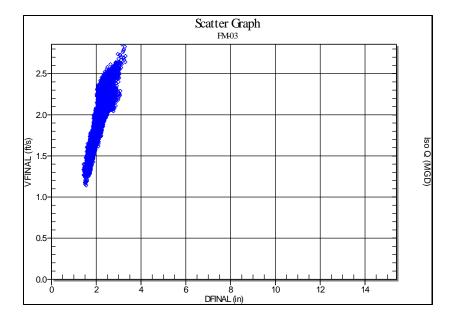


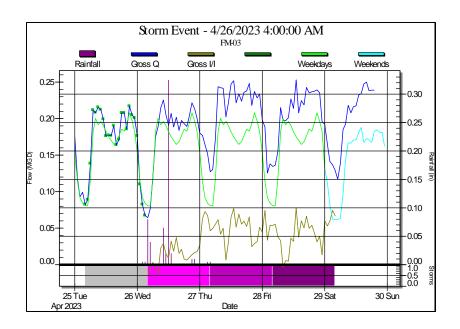


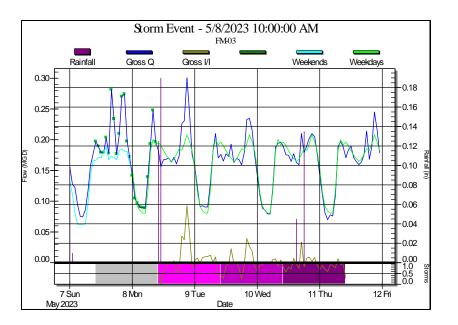


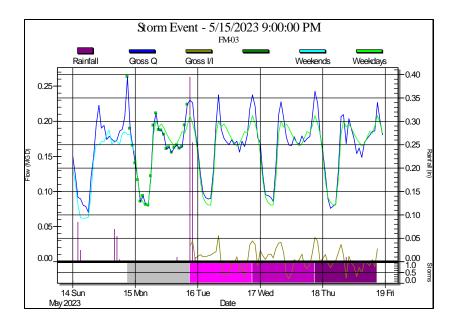


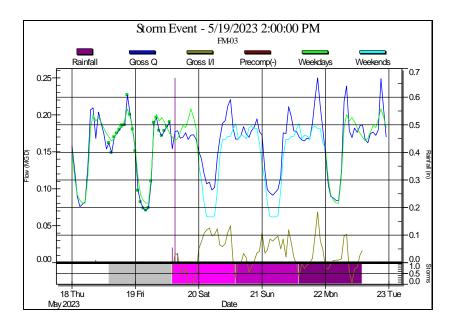


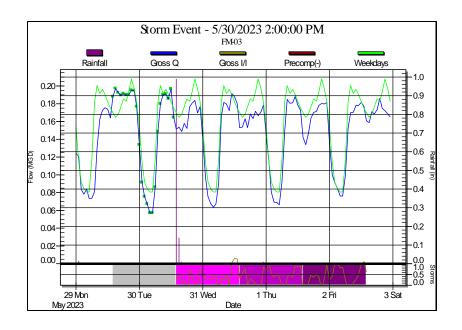


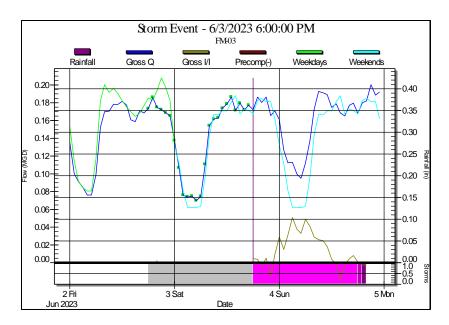


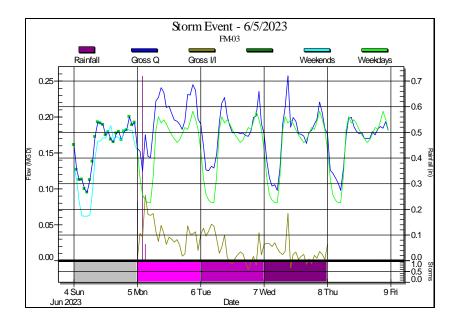


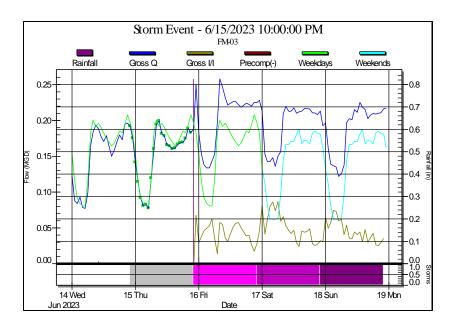


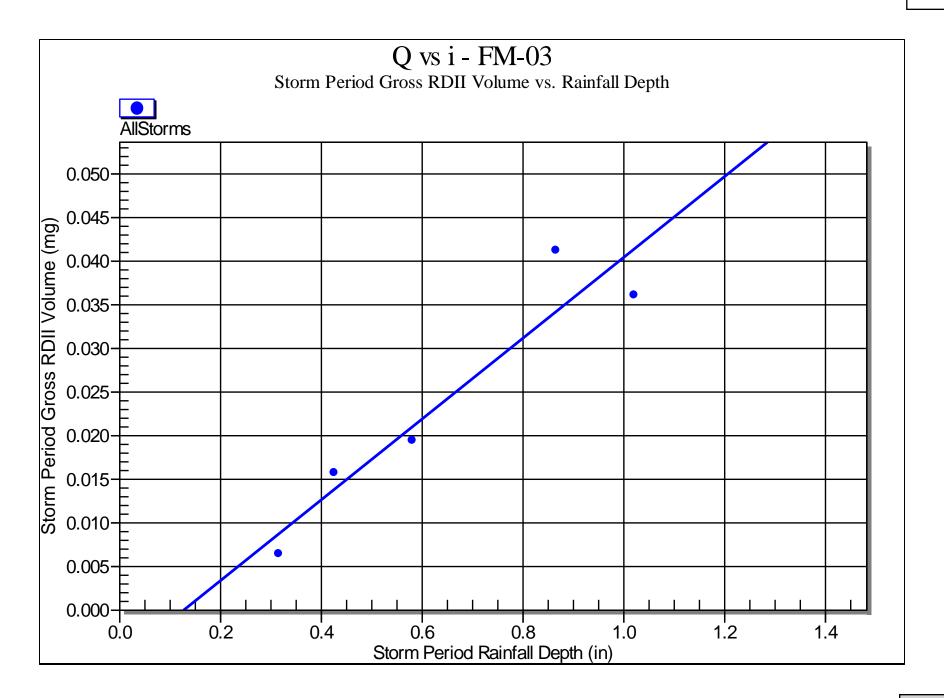


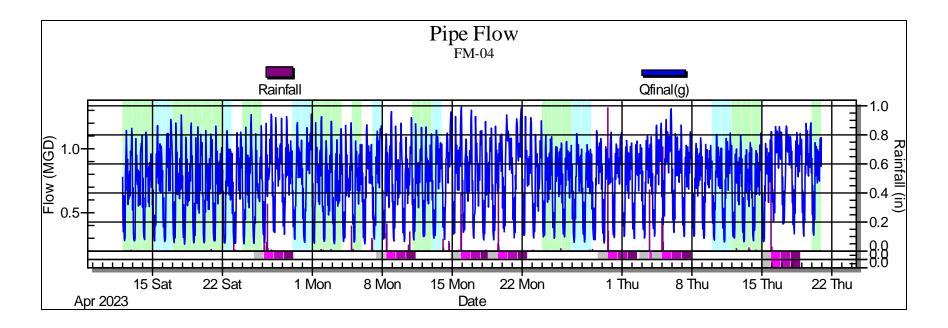


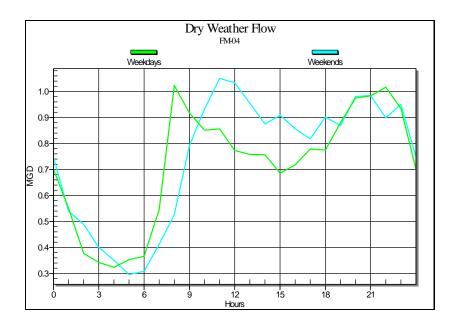


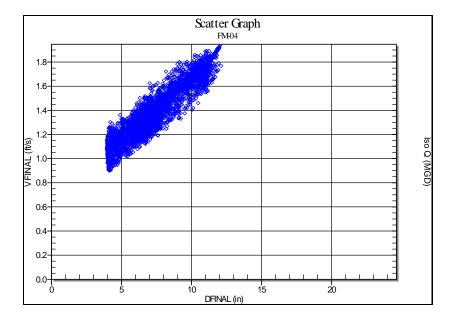


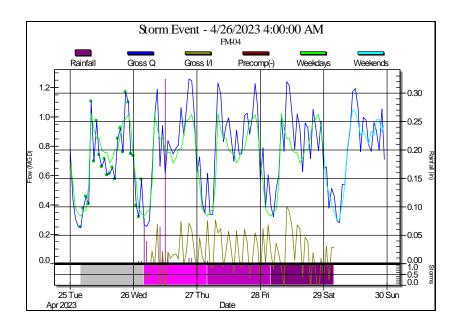


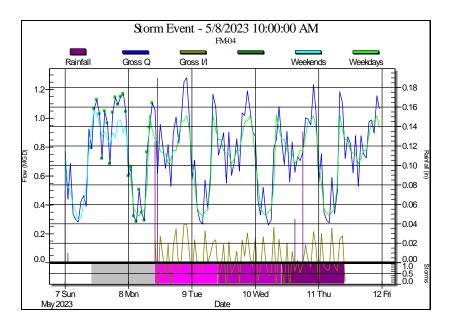


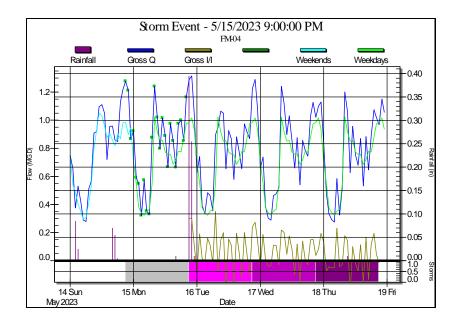


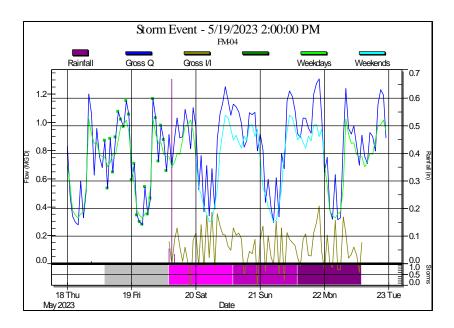


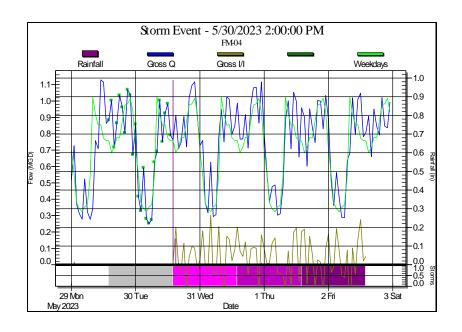


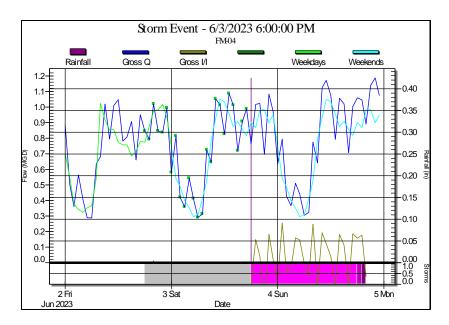


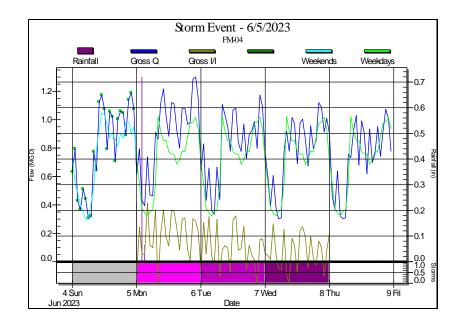


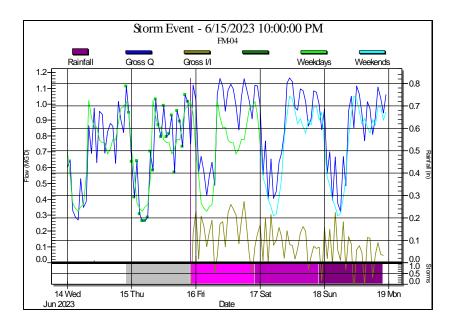


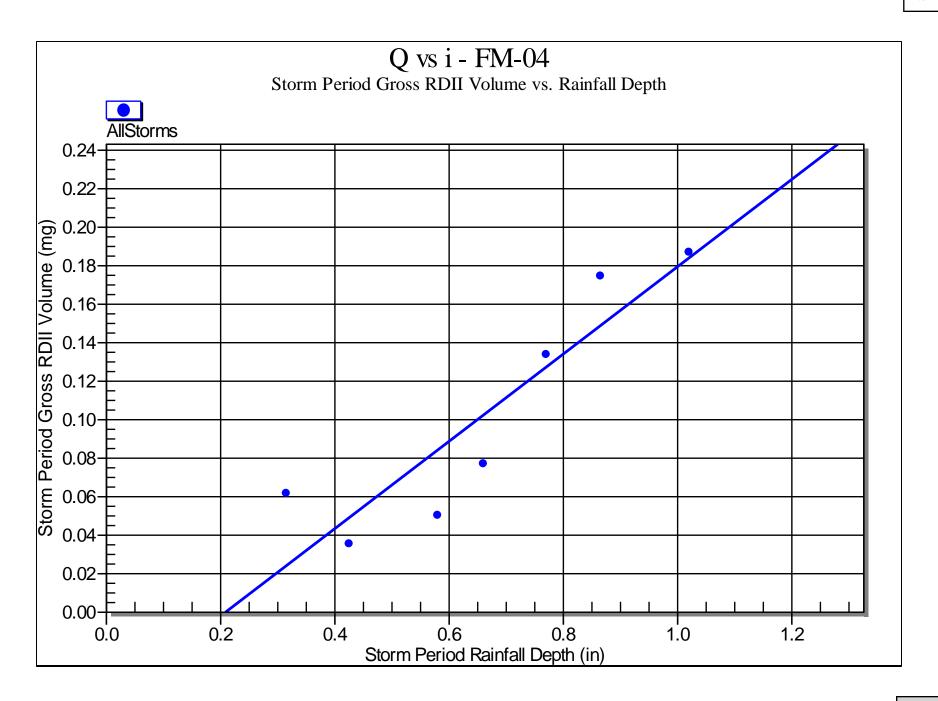


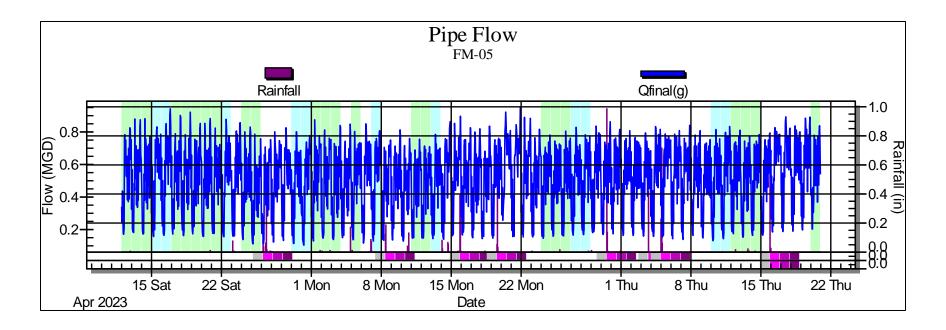


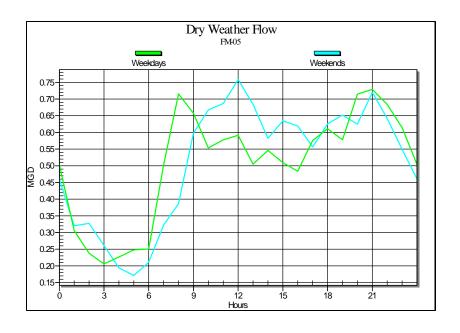


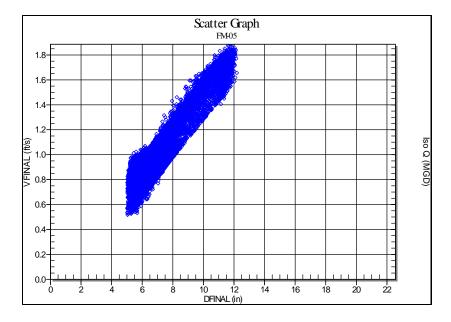


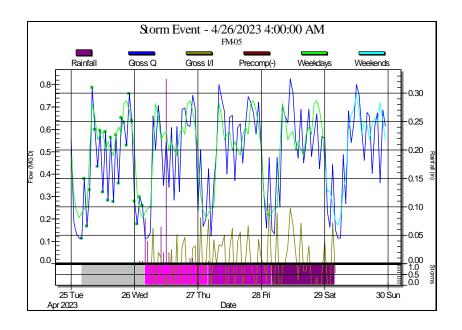


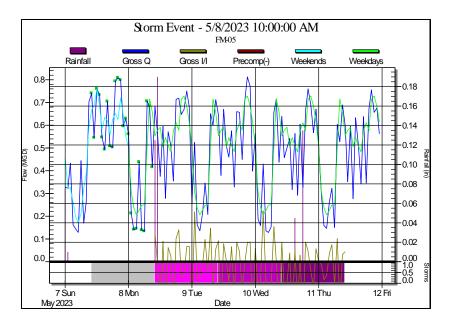


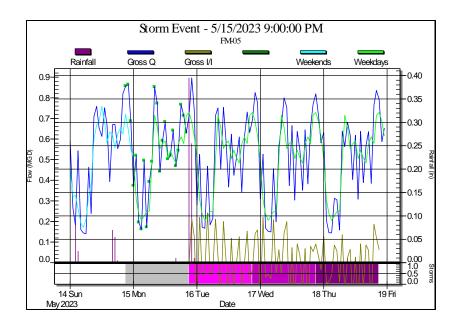


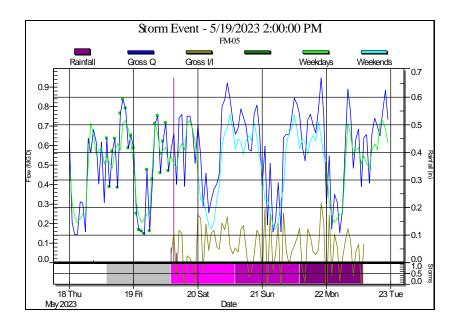


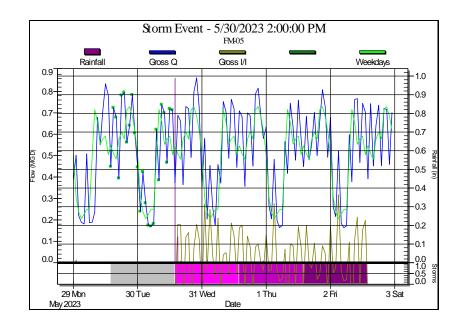


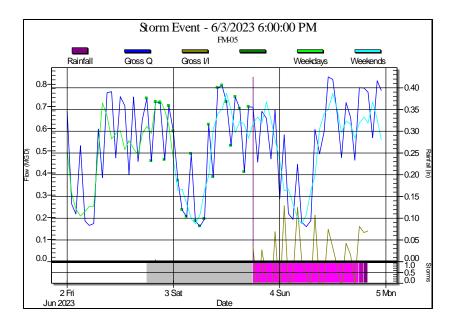


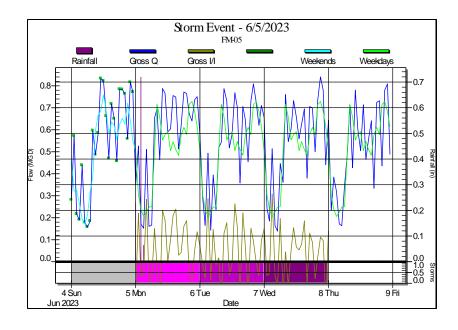


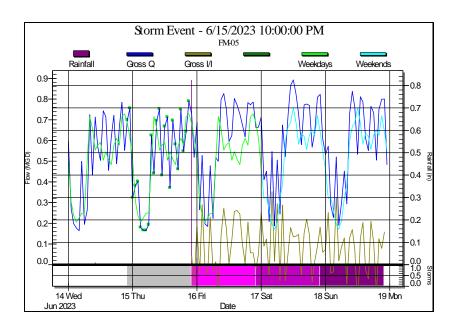


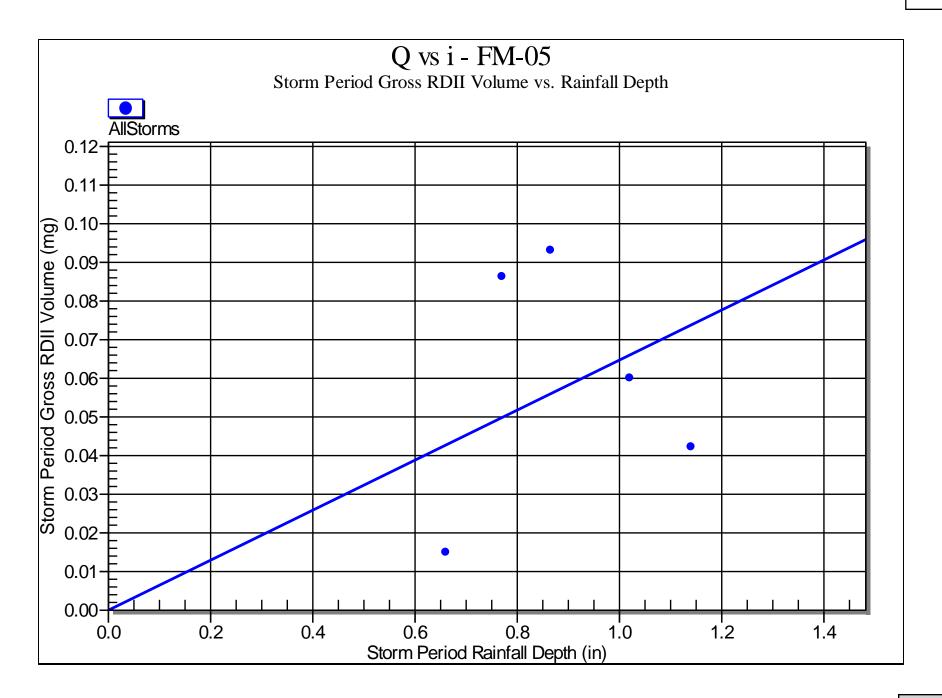


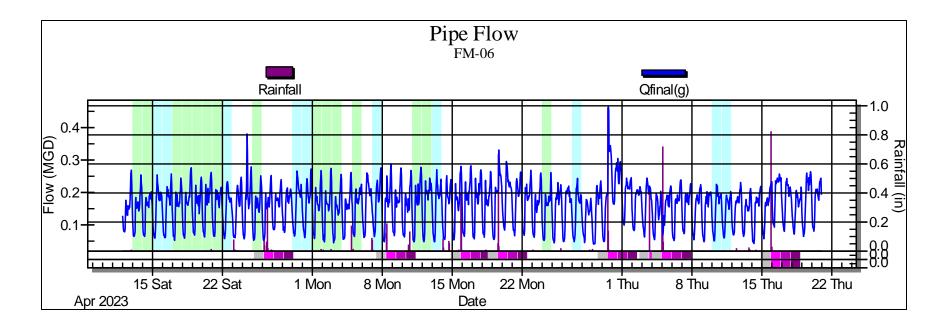


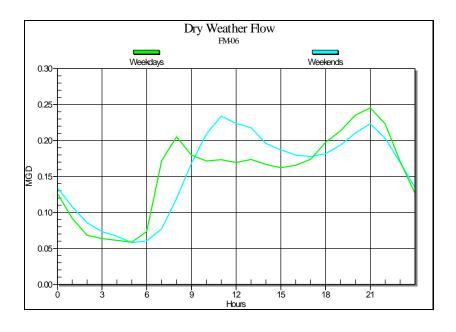


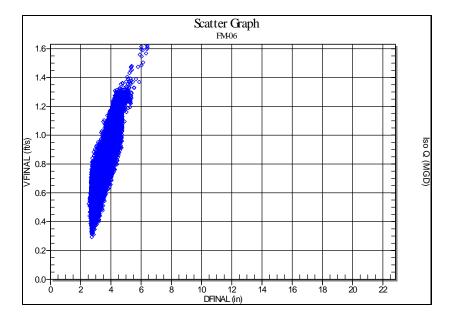


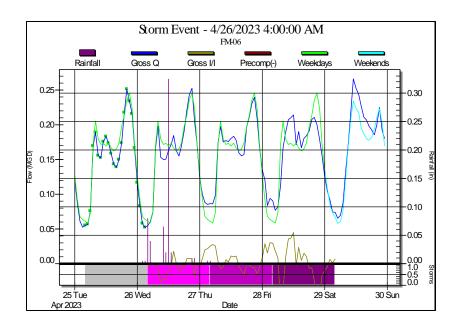


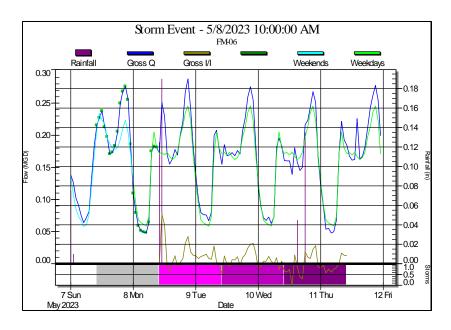


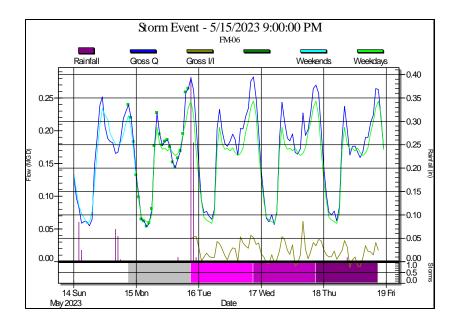


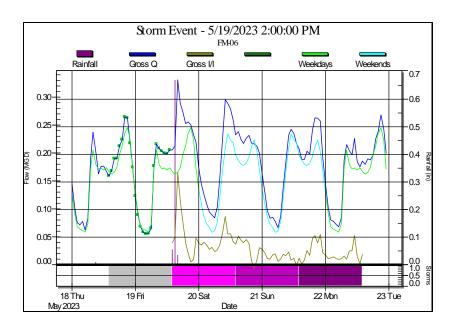


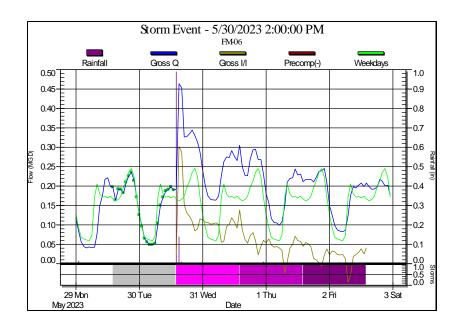


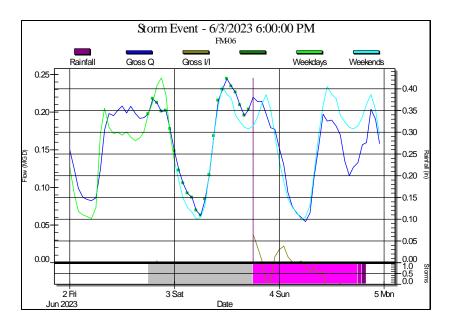


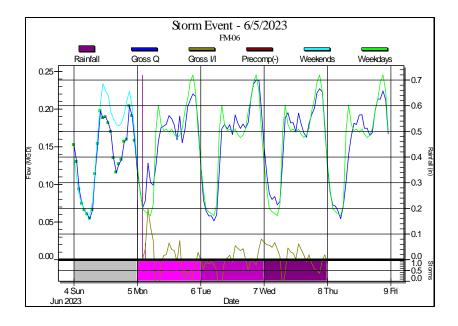


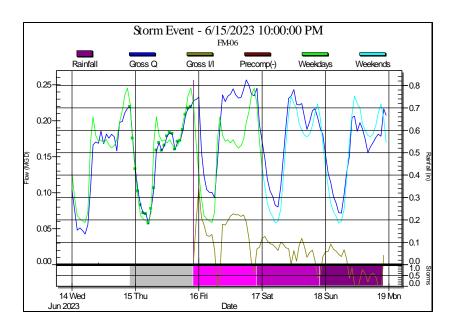


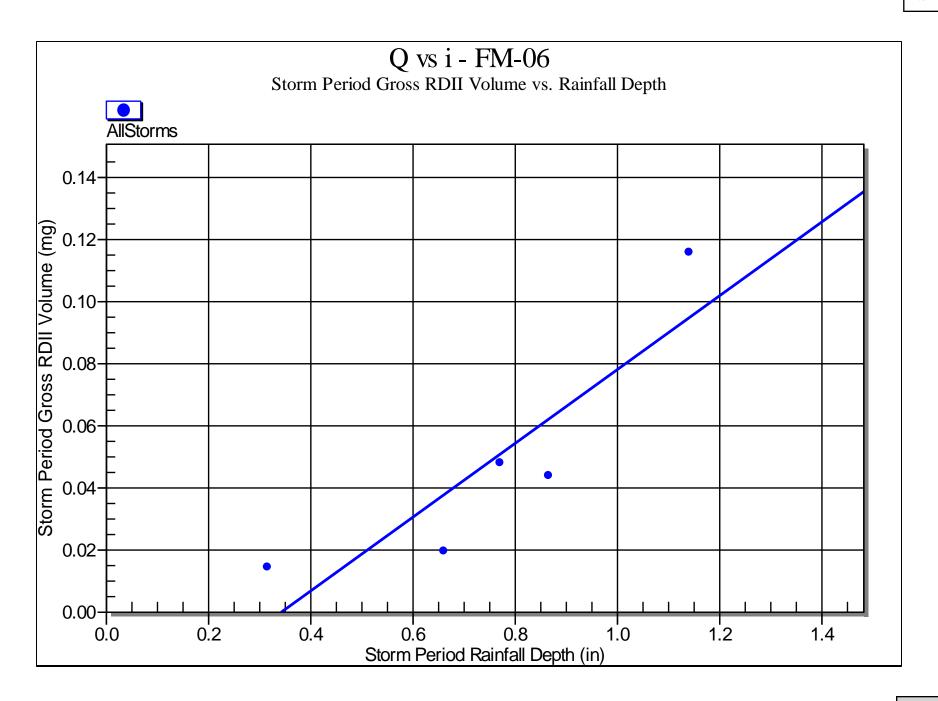


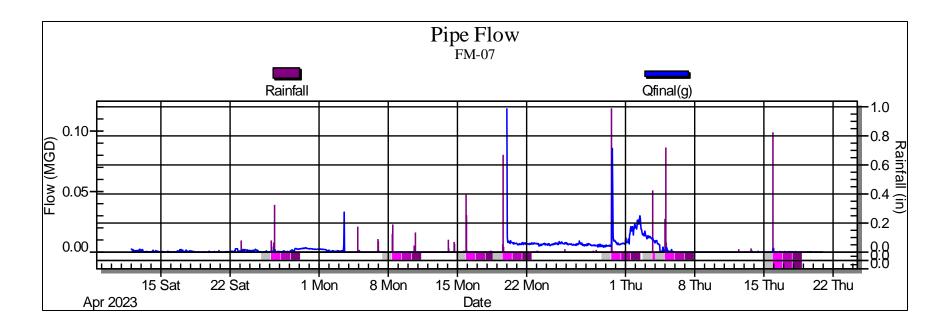


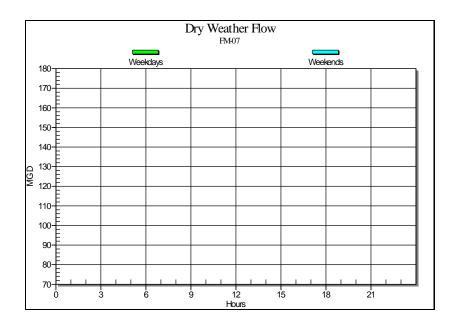


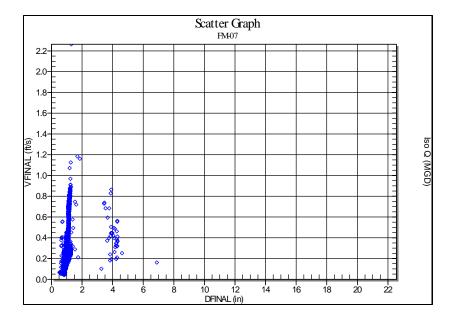


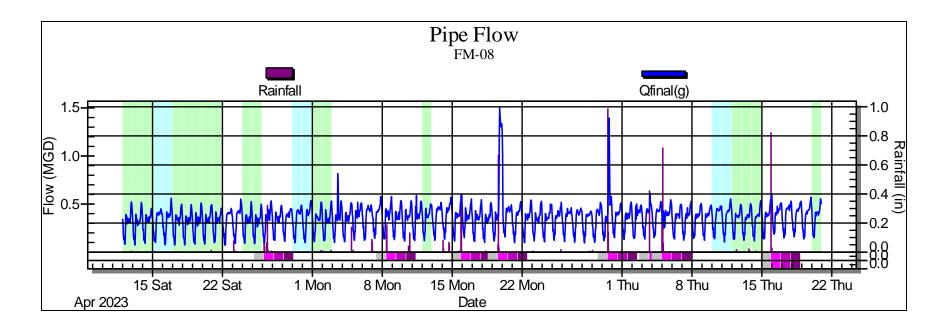


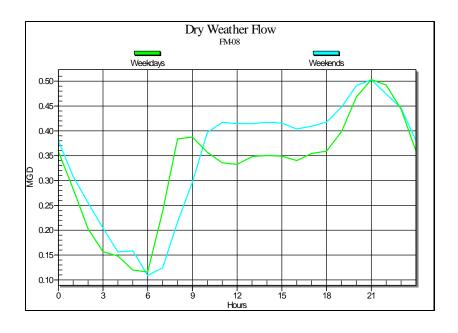


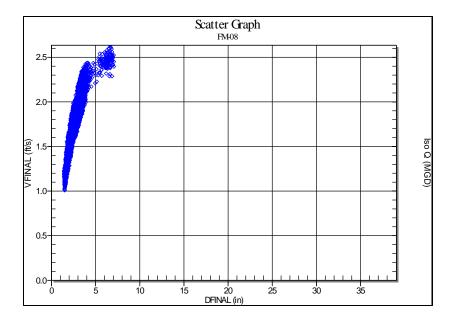


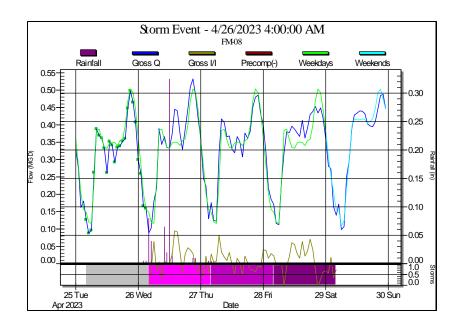


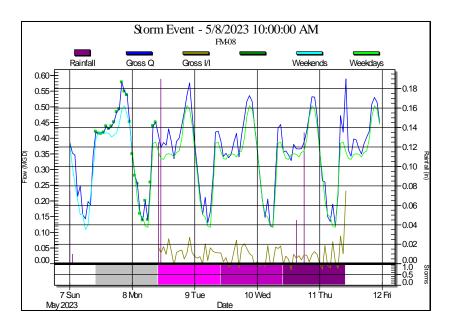


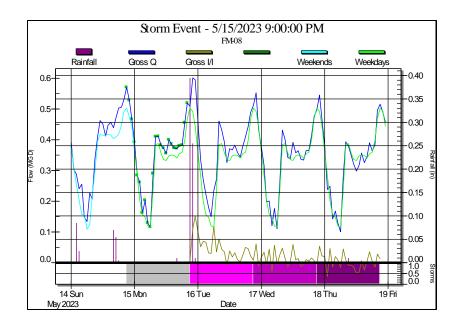


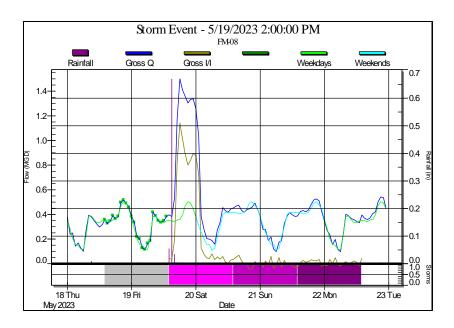


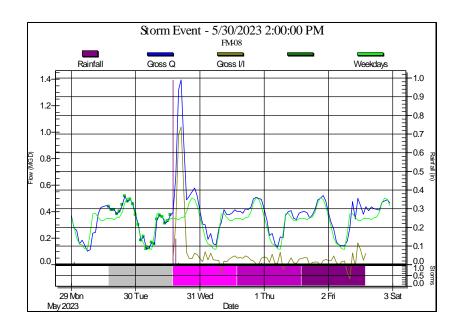


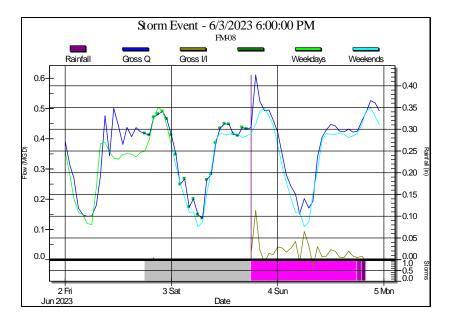


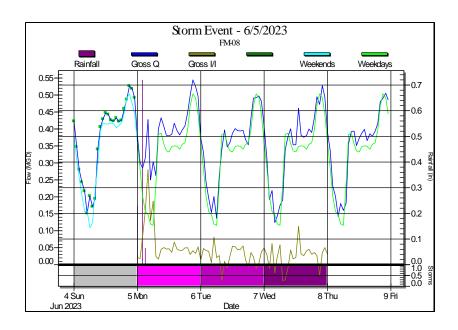


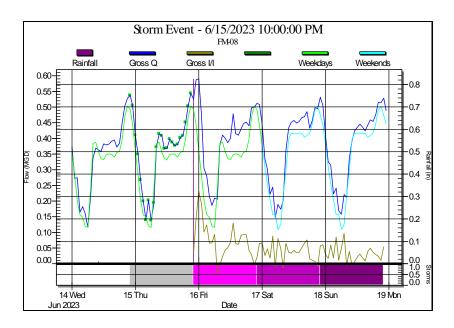


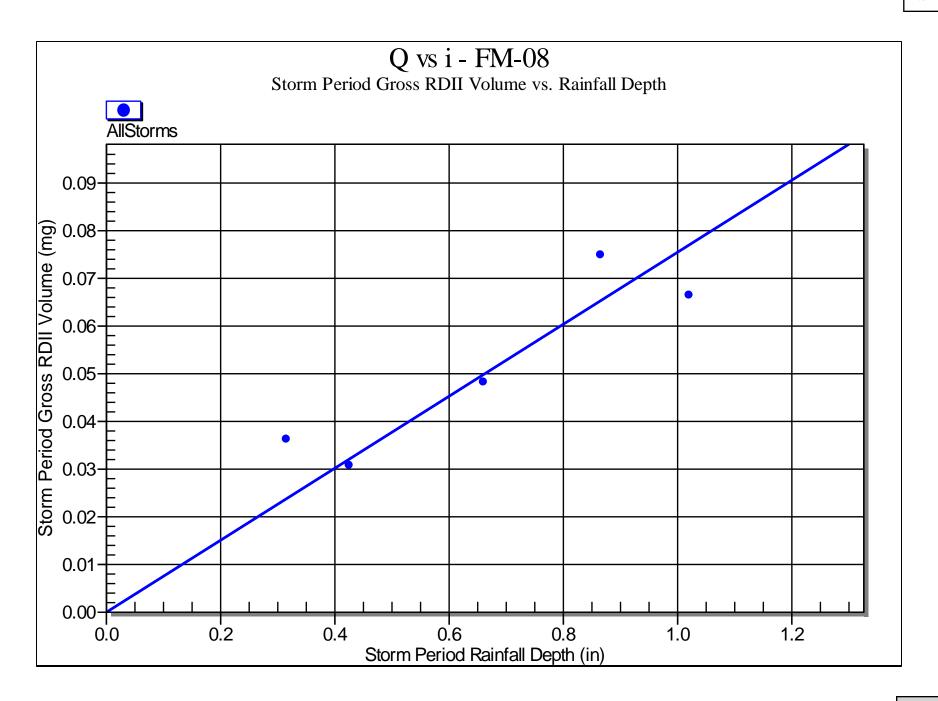


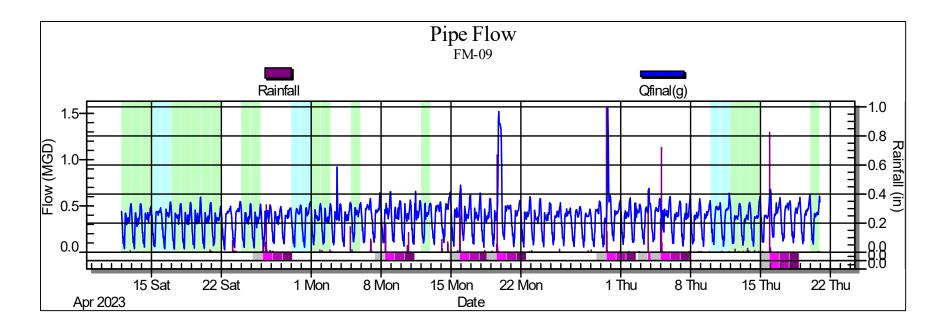


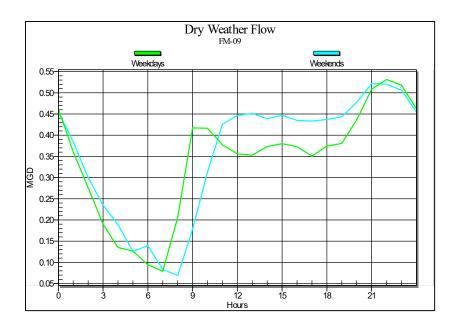


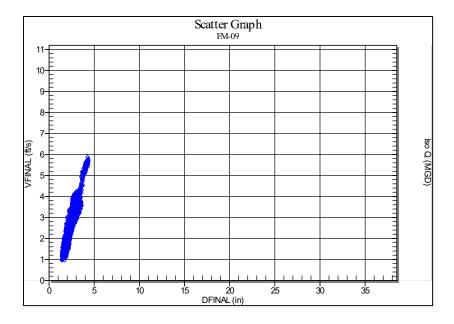


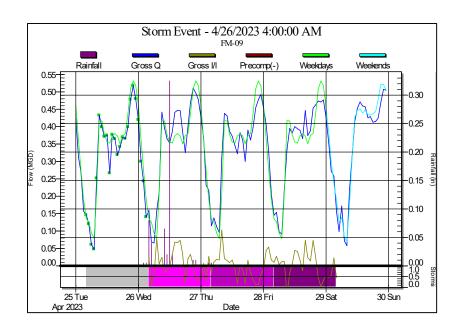


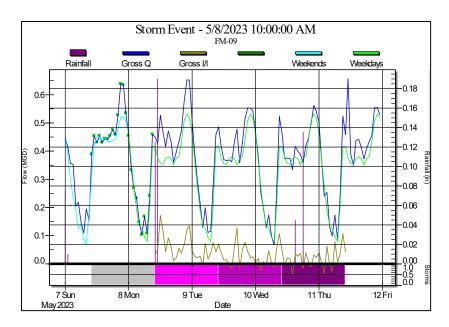


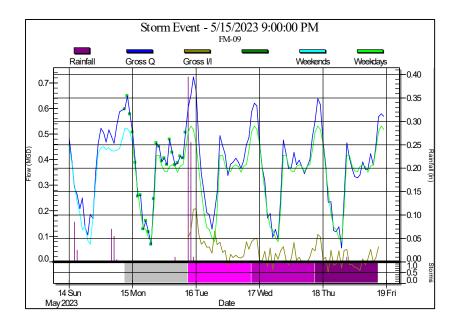


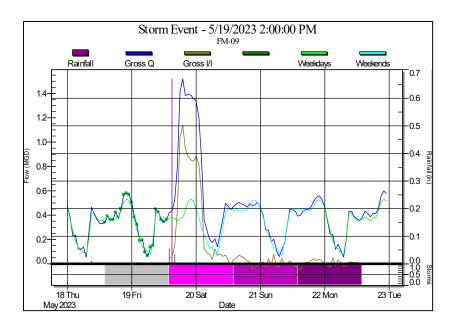


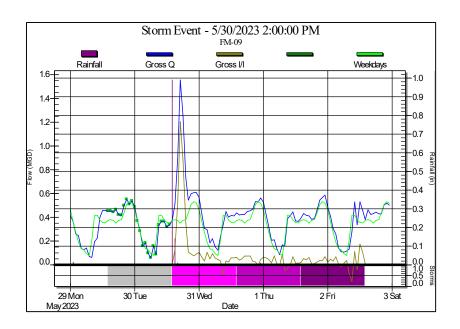


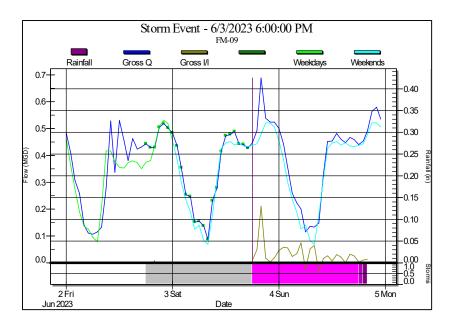


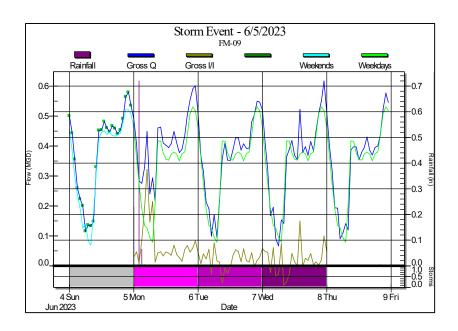


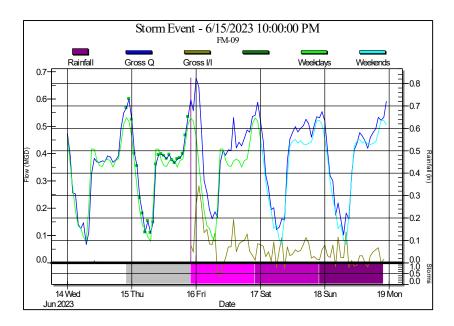


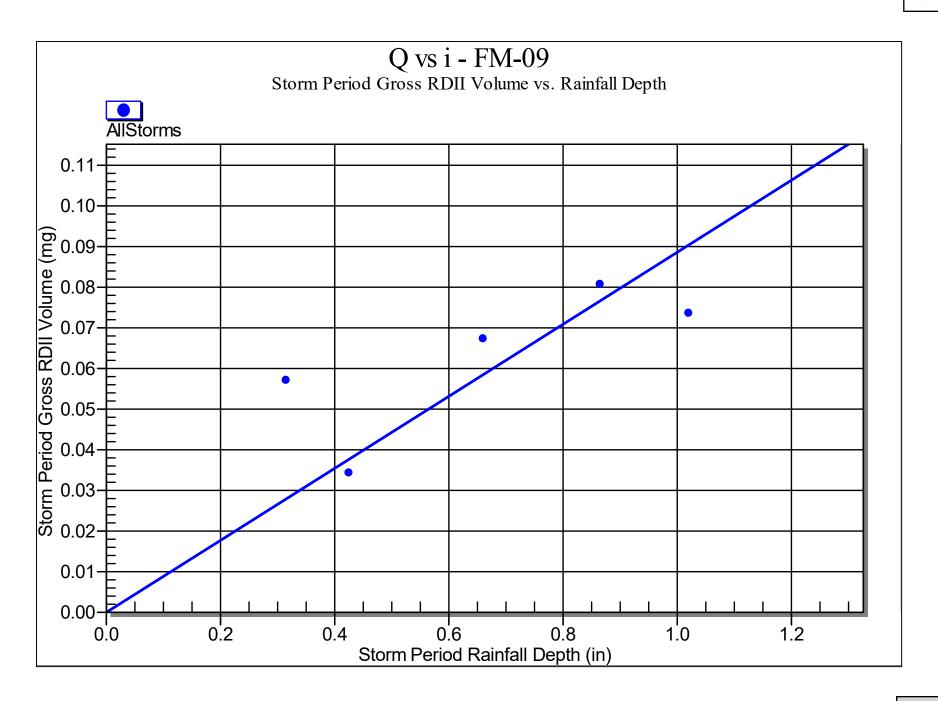


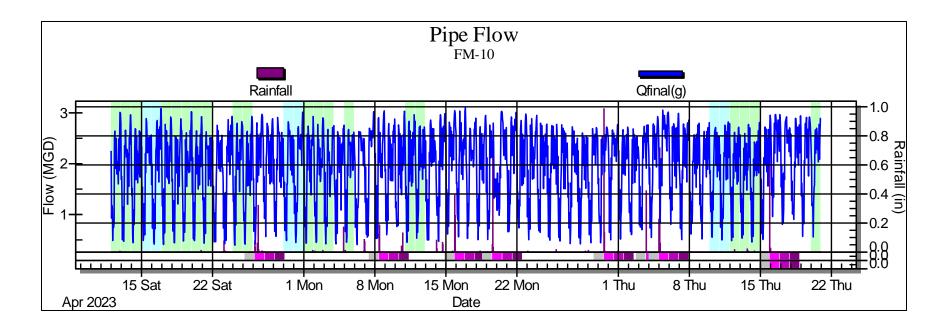


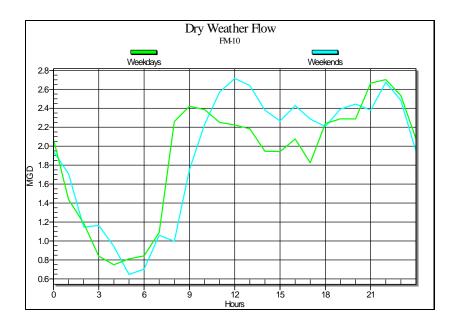


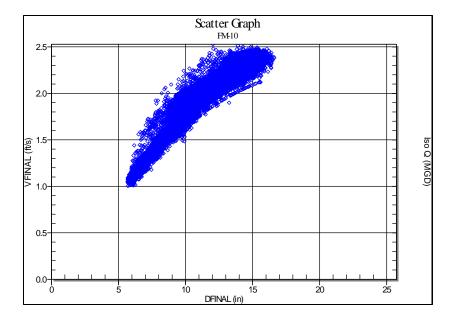


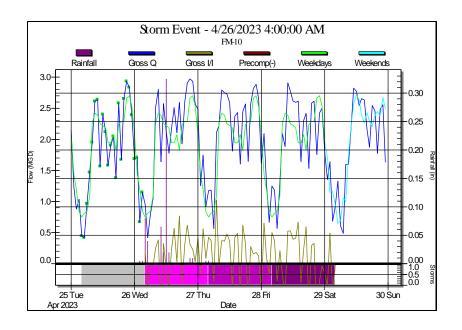


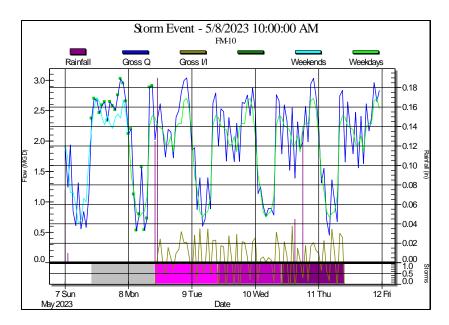


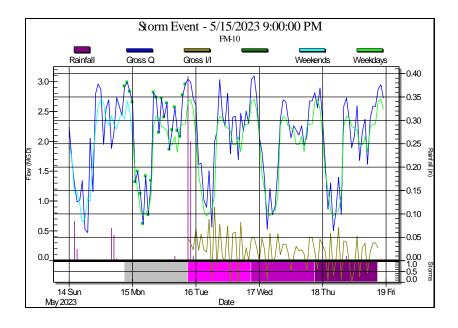


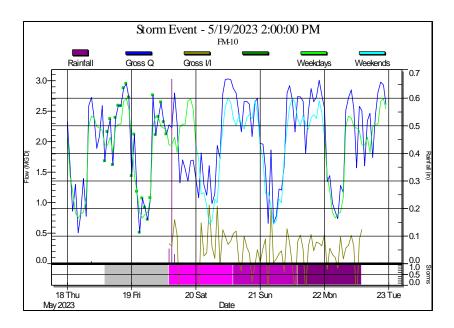


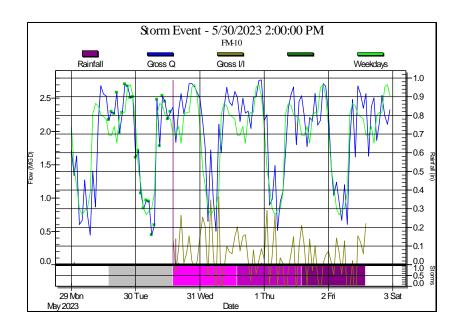


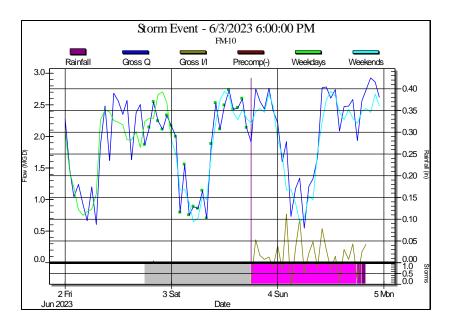


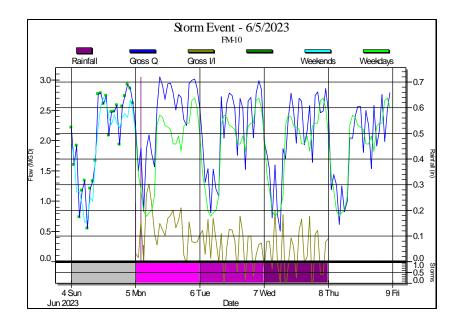


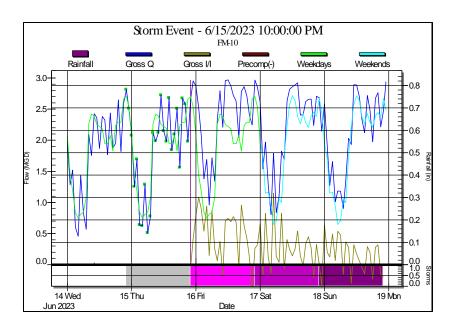


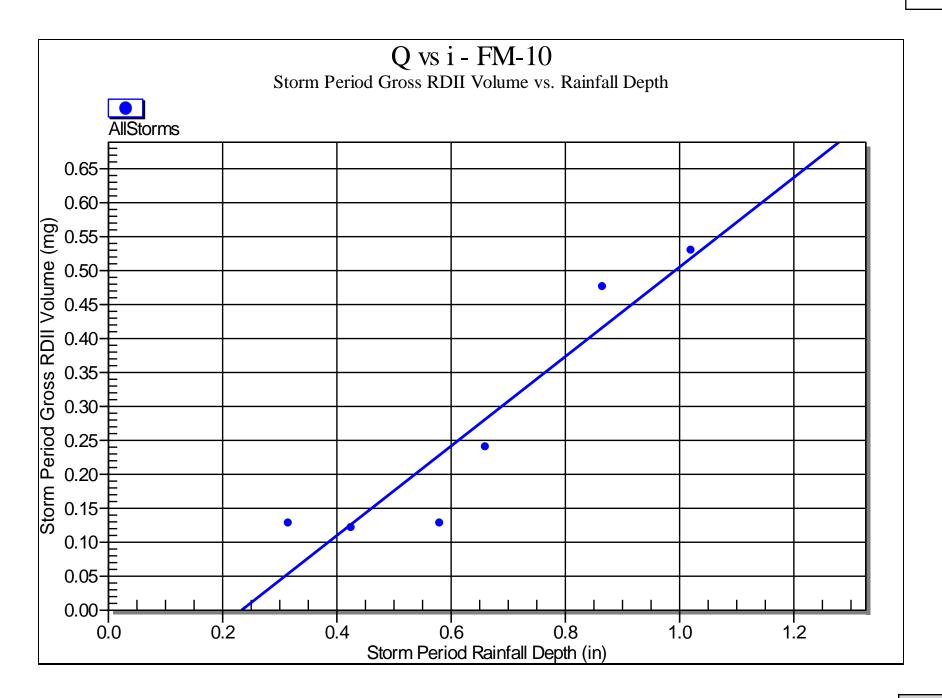












Appendix C Water Demand and Wastewater Flow Projections

Table C-1
Summary of Water Demand Projections

			2023					
	Served	Non- residential	Average Day	Average Day Demand	Max Day to Avg	Max Day Demand	Peak Hour	Peak Hour Demand
Customer Base	Population	Acres	Usage Rates	(MGD)	Day Ratio	(MGD)	Ratio	(MGD)
Lower Residential	14,089	-	185 gpcd	2.61	2.20	5.73	2.10	12.04
Lower Non-Residential	-	424	1,400 gpd/acre	0.59	2.20	1.31	2.10	2.74
Total Lower Plane	14,089	424	-	3.20	-	7.04	-	14.78
Upper Residential	24,754	-	185 gpcd	4.58	2.20	10.07	2.10	21.16
Upper Non-Residential	-	1,068	1,400 gpd/acre	1.50	2.20	3.29	2.10	6.91
Total Upper Plane	24,754	1,068	-	6.08	-	13.36	-	28.07
Total Town	38,843	1,492		9.28	-	20.40	•	42.85
			2028 ⁽¹⁾					
				Average				
		Non-		Day	Max Day	Max Day	Peak Hour	Peak Hou
	Served	residential	Average Day	Demand	to Avg	Demand	to Max Day	Demand
Customer Base	Population	Acres	Usage Rates	(MGD)	Day Ratio	(MGD)	Ratio	(MGD)
Lower Residential	26,101	-	185 gpcd	4.83	2.20	10.62	2.10	22.31
Lower Non-Residential	-	1,175	1,400 gpd/acre	1.65	2.20	3.62	2.10	7.60
Total Lower Plane	26,101	1,175	-	6.47	-	14.24	-	29.91
Upper Residential	27,292	-	185 gpcd	5.05	2.20	11.11	2.10	23.33
Upper Non-Residential	-	1,149	1,400 gpd/acre	1.61	2.20	3.54	2.10	7.43
Total Upper Plane	27,292	1,149	-	6.66	-	14.65	-	30.76
Total Town	53,393	2,324		13.13	-	28.89	-	60.67
			2033 ⁽¹⁾					
				Average				
		Non-		Day	Max Day	Max Day	Peak Hour	Peak Hou
	Served	residential	Average Day	Demand	to Avg	Demand	to Max Day	Demand
Customer Base	Population	Acres	Usage Rates	(MGD)	Day Ratio	(MGD)	Ratio	(MGD)
Lower Residential	34,454	-	185 gpcd	6.37	2.20	14.02	2.10	29.45
Lower Non-Residential	-	2,024	1,400 gpd/acre	2.83	2.20	6.23	2.10	13.09
Total Lower Plane	34,454	2,024	-	9.21	_	20.26	_	42.54
Upper Residential	29,983	-	185 gpcd	5.55	2.20	12.20	2.10	25.63
Upper Non-Residential	-	1,616	1,400 gpd/acre	2.26	2.20	4.98	2.10	10.45
Total Upper Plane	29,983	1,616	-	7.81	-	17.18	-	36.08
Total Town	64,437	3,640		17.02	-	37.44	-	78.62
	3,00	0,000	Buildout ⁽¹⁾					
			Buildout	•				
		Nan		Average	Man Dan	Man Dan	Daal-Harr	Daal- Han
	6	Non-	A	Day	Max Day	Max Day	Peak Hour	Peak Hou
	Served	residential	Average Day	Demand	to Avg	Demand	to Max Day	Demand
Customer Base	Population	Acres	Usage Rates	(MGD)	Day Ratio	(MGD)	Ratio	(MGD)
Artesia Development	5,364	-	185 gpcd	0.99	2.20	2.18	2.10	4.58
Lower Residential	41,441	-	185 gpcd	7.67	2.20	16.87	2.10	35.42
Lower Non-Residential	-	2,928	1,400 gpd/acre	4.10	2.20	9.02	2.10	18.94
Total Lower Plane	41,441	2,928	-	12.76	-	28.07	-	58.94
Upper Residential	35,370	-	185 gpcd	6.54	2.20	14.40	2.10	30.23
Upper Non-Residential	-	1,901	1,400 gpd/acre	2.66	2.20	5.86	2.10	12.30
Total Upper Plane	35,370	1,901	-	9.20	-	20.25	-	42.53

^{(1) 5-}year, 10-year and buildout demands assume the area between the DNT and railroad is shifted from the Upper Pressure Plane to the Lower Pressure Plane.

Table C-2
Summary of Wastewater Flow Projections

		2023							
Customer Base	Served Population	Non-Residential Acres	Average Day Flow (MGD) ⁽¹⁾	Peak Wet Weather Flow ⁽²⁾ (MGD)					
UTRWD Residential	14,094	-	1.31	5.24					
UTRWD Non-Residential	-	588	-	-					
Total UTRWD Basin	14,094	588	1.31	5.24					
NTMWD Residential	22,478	-	1.83	7.32					
NTMWD Non-Residential	-	458	-	-					
Total NTMWD Basin	22,478	458	1.83	7.32					
Total Town	36,572	1,046	3.14	12.56					
2028									
Customer Base	Served Population	Non-Residential Acres	Average Day Flow ⁽³⁾ (MGD)	Peak Wet Weathe Flow ⁽²⁾ (MGD)					
UTRWD Residential	34,271	-	3.26	13.04					
UTRWD Non-Residential	-	1,879	1.22	4.88					
Total UTRWD Basin	34,271	1,879	4.48	17.92					
NTMWD Residential	16,944	-	1.61	6.44					
NTMWD Non-Residential	-	428	0.28	1.12					
Total NTMWD Basin	16,944	428	1.89	7.56					
Total Town	51,215	2,307	6.37	25.48					
		2033							
Customer Base	Served Population	Non-Residential Acres	Average Day Flow ⁽³⁾ (MGD)	Peak Wet Weathe Flow ⁽²⁾ (MGD)					
UTRWD Residential	43,059	-	4.09	16.36					
UTRWD Non-Residential	-	2,909	1.89	7.56					
Total UTRWD Basin	43,059	2,909	5.98	23.92					
NTMWD Residential	19,201	-	1.82	7.28					
NTMWD Non-Residential	-	709	0.46	1.84					
Total NTMWD Basin	19,201	709	2.28	9.12					
Total Town	62,259	3,618	8.26	33.04					
		Buildout							
Customer Base	Served Population	Non-Residential Acres	Average Day Flow ⁽³⁾ (MGD)	Peak Wet Weathe Flow ⁽²⁾ (MGD)					
UTRWD Residential	54,374	-	5.17	20.68					
UTRWD Non-Residential	-	3,984	2.59	10.36					
Total UTRWD Basin	54,374	3,984	7.76	31.04					
	<u> </u>	_	2.13	8.52					
NTMWD Residential	22,438	-	2.13	0.52					
NTMWD Residential NTMWD Non-Residential	22,438	840	0.55	2.20					
	·								

 $^{^{(1)}}$ Flows are based on wholesale summary data.

 $[\]ensuremath{^{(2)}}\mbox{The peaking factor}$ is assumed to be 4.0 for all planning periods.

⁽³⁾For future growth, population has a 95 gallons per capita day rate and non-residential acreage has a 650 gallons per acre per day rate.

Appendix D Water System Project Cost Estimates





Capital Improvement Cost Estimate

June 20, 2025

Construction Project Number:

5-Year

Project Name: West Frontier Parkway 12-inch Water Line

Project Description: Vicinity Map

A 12-inch water line along West Frontier Parkway from Greenwood Memorial Drive to North Dallas Parkway.

Project Drivers:

This project will to help establish gridding in the eastern portion of the Lower Pressure Plane, as well as provide redundancy to and help maintain pressures in the Frontier Park neighborhood.

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	12" WL & Appurtenances	2,800	LF	\$ 240	\$	672,000			
2	Concrete Pavement Repair	2,800	LF	\$ 100	\$	280,000			
			SUBTOTAL:	\$	952,000				
		CONTING	GENCY	30%	\$	285,600			
				SUBTOTAL:	\$	1,237,600			
		ENG/SURVEY		15%	\$	185,700			
		SUBTOTAL:			\$	1,423,300			
	Estimated Project Total:								





Capital Improvement Cost Estimate

June 20, 2025

Phase: 5-Year

Construction Project Number:

Talon Lane 12-inch Water Line and PRV

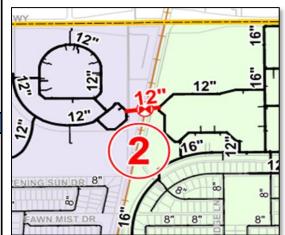
Project Name:

Project Description: Vicinity Map

A 12-inch water line and pressure reducing valve south of West Frontier Parkway and intersecting Talon Lane.

Project Drivers:

This project will provide an additional transfer point between the Upper and Lower Pressure Planes.



	Opinion of Prob	able Constru	iction Cos	it				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL		
1	12" WL & Appurtenances	500	LF	\$ 240	\$	120,000		
2	Pressure Reducing Valve	1	LS	\$ 30,500	\$	30,500		
3	20" Boring and Casing	200	LF	\$ 1,000	\$	200,000		
4	Concrete Pavement Repair	100	LF	\$ 100	\$	10,000		
		SUBTOTAL:				360,500		
		CONTING	GENCY	30%	\$	108,200		
				SUBTOTAL:	\$	468,700		
		ENG/SURVEY 15%		\$	70,400			
	SUBTOTAL:					539,100		
	Estimated Project Total:							





Capital Improvement Cost Estimate

June 20, 2025

Phase: 5-Year

Construction Project Number:

Preston Road 12- and 16-inch Water Line

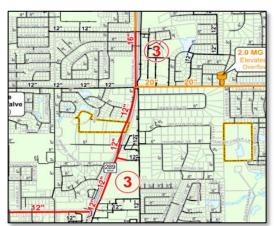
Project Name:

Vicinity Map Project Description:

A 16-inch water line along North Preston Road from St. Peter Lane to East Prosper Trail, followed by a 12-inch water line from East Prosper Trail to East Broadway Street.

Project Drivers:

This project helps maintain pressures in the Upper Pressure Plane during peak hour demands.



	Opinion of Prob	able Constru	iction Cos	it		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	16" WL & Appurtenances	2,200	LF	\$ 320	\$	704,000
2	12" WL & Appurtenances	5,000	LF	\$ 240	\$	1,200,000
3	Concrete Pavement Repair	7,200	LF	\$ 100	\$	720,000
		SUBTOTA			\$	2,624,000
		CONTING	SENCY	30%	\$	787,200
				SUBTOTAL:	\$	3,411,200
		ENG/SURVEY 15%		15%	\$	511,700
		SUBTOTAL:			\$	3,922,900
Estimated Project Total:						3,922,900





Phase: 5-Year

Capital Improvement Cost Estimate

Construction Project Number:

June 20, 2025

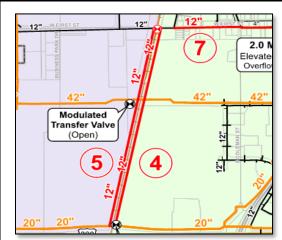
Railroad 12-inch Water Line and PRV **Project Name:**

Vicinity Map Project Description:

A pressure reducing valve and a 12-inch water line along the east side of the railroad tracks from First Street to University Drive.

Project Drivers:

This project completes looping in the Upper Pressure Plane and will help supply projected non-residential development.



	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	12" WL & Appurtenances	5,800	LF	\$ 240	\$	1,392,000			
2	Pressure Reducing Valve	1	LS	\$ 30,500	\$	30,500			
				\$ 75,000					
		SUBTOTAL:			\$	1,422,500			
		CONTING	GENCY	30%	\$	426,800			
				SUBTOTAL:	\$	1,849,300			
		ENG/SURVEY 15%		15%	\$	277,400			
		SUBTOTAL:				2,126,700			
	Estimated Project Total:								





Capital Improvement Cost Estimate

June 20, 2025

Construction Project Number:

Phase: 5-Year

Project Name: Railroad 12-inch Water Line

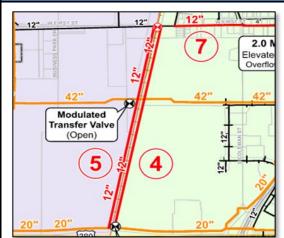
Project Description:

Vicinity Map

A 12-inch water line along the west side of the railroad tracks from First Street to University Drive.

Project Drivers:

This project completes looping in the Lower Pressure Plane and will help supply projected non-residential development.



	Opinion of Prob	able Constru	iction Co	st				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL		
1	12" WL & Appurtenances	5,800	LF	\$ 240	\$	1,392,000		
				\$	1,392,000			
		CONTING	GENCY	30%	\$	417,600		
				SUBTOTAL:	\$	1,809,600		
		ENG/SURVEY 15%			\$	271,500		
SUBTOTAL:					\$	2,081,100		
	Estimated Project Total:							





Capital Improvement Cost Estimate

June 20, 2025

Construction Project Number:

Phase: 5-Year

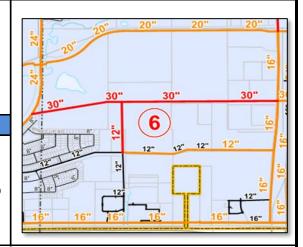
Project Name: South of First Street 12- and 30-inch Water Line

Project Description: Vicinity Map

A 30-inch water line parallel to and south of First Street from Legacy Drive to Dallas Parkway, with a 12-inch water line connecting to the 30-inch line and ending at the intersection of Mahard Parkway and Prairie Drive.

Project Drivers:

This project will increase the delivery capacity to the Lower Pressure Plane, and increase transmission capacity to the Fishtrap EST.



	Opinion of Proba	able Constru	iction Cos	st				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT	PRICE		TOTAL	
1	30" WL & Appurtenances	6,500	LF	\$	600	\$	3,900,000	
2	12" WL & Appurtenances	1,500	LF	\$	240	\$	360,000	
3	48" Boring and Casing	500	LF	\$	2,400	\$	1,200,000	
4	Concrete Pavement Repair	1,300	LF	\$	100	\$	130,000	
		SUBTOTAL:				\$	5,590,000	
		CONTING	GENCY	30)%	\$	1,677,000	
				SUBT	OTAL:	\$	7,267,000	
		ENG/SURVEY 15%		\$	1,090,100			
	SUBTOTAL:					\$	8,357,100	
	Estimated Project Total:						8,357,100	



Construction Project Number:



Capital Improvement Cost Estimate

June 20, 2025 Phase: 5-Year

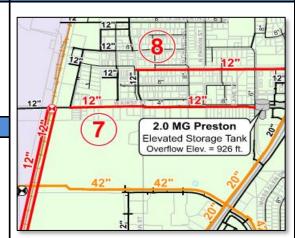
Project Name: First Street 12-inch Water Line

Project Description: Vicinity Map

A 12-inch water line along First Street, from the 2.0 MG Preston elevated storage tank to South McKinley Street.

Project Drivers:

This project provides looping and redundancy in the Upper Pressure Plane.



	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	12" WL & Appurtenances	4,400	LF	\$ 240	\$	1,056,000			
2	Concrete Pavement Repair	4,400	LF	\$ 100	\$	440,000			
		SUBTOTAL:			\$	1,496,000			
		CONTING	SENCY	30%	\$	448,800			
				SUBTOTAL:	\$	1,944,800			
		ENG/SURVEY 15%		15%	\$	291,800			
		SUBTOTAL:			\$	2,236,600			
	Estimated Project Total: \$								





Capital Improvement Cost Estimate

June 20, 2025

Construction Project Number:

East Broadway Street 12-inch Water Line

Project Description:

Project Name:

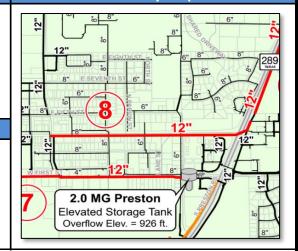
Vicinity Map

Phase: 5-Year

A 12-inch water line along East Broadway Street from Preston Road to Coleman Street.

Project Drivers:

This project provides looping and redundancy in the Upper Pressure Plane.



	Opinion of Prob	able Constru	iction Cos	st				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL		
1	12" WL & Appurtenances	4,300	LF	\$ 240	\$	1,032,000		
2	Concrete Pavement Repair	4,300	LF	\$ 100	\$	430,000		
		SUBTOTAL:			\$	1,462,000		
		CONTING	GENCY	30%	\$	438,600		
				SUBTOTAL:	\$	1,900,600		
		ENG/SURVEY 15%			\$	285,100		
		SUBTOTAL:				2,185,700		
	Estimated Project Total:							





Phase: 5-Year

Capital Improvement Cost Estimate

June 20, 2025

Construction Project Number:

Dallas Parkway 16-inch Water Line

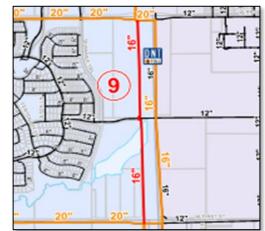
Project Name:

Project Description: Vicinity Map

A 16-inch water line along Dallas Parkway from Prosper Trail to First Street.

Project Drivers:

This project will help establish gridding the eastern portion of the Lower Pressure Plane.



	Opinion of Prob	able Constru	ction Cos	st		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	16" WL & Appurtenances	5,900	LF	\$ 320	\$	1,888,000
2	30" Boring and Casing	300	LF	\$ 1,500	\$	450,000
3	Concrete Pavement Repair	5,600	LF	\$ 100	\$	560,000
		SUBTOTAL			\$	2,898,000
		CONTING	SENCY	30%	\$	869,400
				SUBTOTAL:	\$	3,767,400
		ENG/SURVEY		15%	\$	565,200
		SUBTOTAL:				4,332,600
	Estimated Project Total:					





Capital Improvement Cost Estimate

Construction Project Number: 10 Phase: 10-Year

Project Name: 1.5 MG Prosper Road Elevated Storage Tank

Project Description: Vicinity Map

A 1.5 MG elevated storage tank located at the intersection of Carnegie Mellon Drive and Prosper Road, with a 30-inch line connecting the tank to the 24-inch line under design along Prosper Road.

Project Drivers:

This project will provide elevated storage, fire flow volume, and help maintain pressure in the Lower Pressure Plane during peak hour demands.



June 20, 2025

	Opinion of Prob	oable Constru	iction Cos	st					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	1.5 MG Elevated Storage Tank	1	LS	\$7,500,000	\$	7,500,000			
2	30" WL & Appurtenances	300	LF	\$ 600	\$	180,000			
		SUBTOTAL:				7,680,000			
		CONTING	GENCY	30%	\$	2,304,000			
				SUBTOTAL:	\$	9,984,000			
		ENG/SURVEY 15%			\$	1,497,600			
SUBTOTAL:					\$	11,481,600			
	Estimated Project Total:					11,481,600			





June 20, 2025

Capital Improvement Cost Estimate

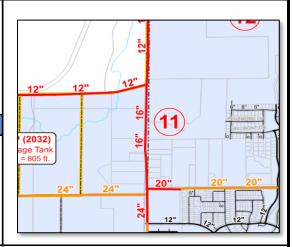
Construction Project Number: 11 Phase: 10-Year

Project Name: Legacy Drive 12- to 24-inch Water Line

Project Description: Vicinity Map

A 12- to 24-inch water line along Legacy Drive from Frontier Parkway to Star Meadow Drive, with a 20-inch water line connecting at West Prosper Trail.

Project Drivers:



	Opinion of Prob	able Constru	iction Cos	it					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	24" WL & Appurtenances	1,100	LF	\$ 480	\$	528,000			
2	20" WL & Appurtenances	1,000	LF	\$ 400	\$	400,000			
3	16" WL & Appurtenances	3,200	LF	\$ 320	\$	1,024,000			
4	12" WL & Appurtenances	3,300	LF	\$ 240	\$	792,000			
5	Concrete Pavement Repair	8,600	LF	\$ 100	\$	860,000			
				SUBTOTAL:	\$	3,604,000			
		CONTING	SENCY	30%	\$	1,081,200			
				SUBTOTAL:	\$	4,685,200			
		ENG/SURVEY 15%		\$	702,800				
		SUBTOTAL:				5,388,000			
	Estimated Project Total:					5,388,000			





June 20, 2025

Capital Improvement Cost Estimate

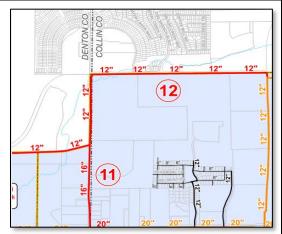
Construction Project Number: 12 Phase: 10-Year

Project Name: Frontier Parkway 12-inch Water Line

Project Description: Vicinity Map

A 12-inch water line along Frontier Parkway from Legacy Drive to Dallas Parkway.

Project Drivers:



	Opinion of Prob	able Constru	iction Cos	st		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	12" WL & Appurtenances	6,300	LF	\$ 240	\$	1,512,000
2	20" Boring and Casing	200	LF	\$ 1,000	\$	200,000
3	Concrete Pavement Repair	6,100	LF	\$ 100	\$	610,000
		SUBTOTAL:			\$	2,322,000
		CONTING	GENCY	30%	\$	696,600
				SUBTOTAL:	\$	3,018,600
		ENG/SURVEY		15%	\$	452,800
		SUBTOTAL:			\$	3,471,400
	Estimated Project Total:					





June 20, 2025

Capital Improvement Cost Estimate

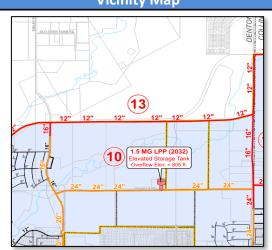
Construction Project Number: 13 Phase: 10-Year

Project Name: Parvin Road 12- and 16-inch Water Line

Project Description: Vicinity Map

A 12-inch water line along Parvin Road from Legacy Drive to North Teel Parkway and a 16-inch water line connecting at Teel Parkway.

Project Drivers:



	·								
	Opinion of Prob	able Constru	iction Cos	t					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNI	T PRICE		TOTAL		
1	16" WL & Appurtenances	600	LF	\$	320	\$	192,000		
2	12" WL & Appurtenances	8,300	LF	\$	240	\$	1,992,000		
3	20" Boring and Casing	300	LF	\$	1,000	\$	300,000		
4	Concrete Pavement Repair	8,600	LF	\$	100	\$	860,000		
				SUB	TOTAL:	\$	3,344,000		
		CONTING	GENCY	;	30%	\$	1,003,200		
				SUB	TOTAL:	\$	4,347,200		
		ENG/SURVEY 15%		\$	652,100				
	SUBTOTAL:					\$	4,999,300		
	Estimated Project Total:								





June 20, 2025

Capital Improvement Cost Estimate

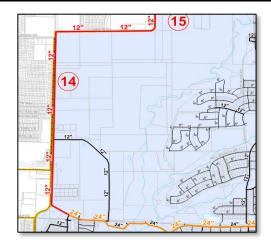
Construction Project Number: 14 Phase: 10-Year

Project Name: FM 1385 12-inch Water Line

Project Description: Vicinity Map

A 12-inch water line along FM 1385 from Parvin Road to Fishtrap Road.

Project Drivers:



	Opinion of Prob	able Constru	iction Co	st					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	12" WL & Appurtenances	8,600	LF	\$ 240	\$	2,064,000			
2	Concrete Pavement Repair	8,600	LF	\$ 100	\$	860,000			
		SUBTOTAL:			\$	2,924,000			
		CONTING	GENCY	30%	\$	877,200			
				SUBTOTAL:	\$	3,801,200			
		ENG/SURVEY 15%		\$	570,200				
		SUBTOTAL:			\$	4,371,400			
	Estimated Project Total:								





Capital Improvement Cost Estimate

June 20, 2025 Phase: 10-Year

Construction Project Number:

Project Name: Parvin Road 12-inch Water Line

Vicinity Map Project Description:

A 12-inch water line along Parvin Road from North Teel Parkway to FM 1385.

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Project Drivers:

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	12" WL & Appurtenances	11,900	LF	\$ 240	\$	2,856,000			
2	20" Boring and Casing	200	LF	\$ 1,000	\$	200,000			
3	Concrete Pavement Repair	11,700	LF	\$ 100	\$	1,170,000			
		SUBTOTAL:			\$	4,226,000			
		CONTING	GENCY	30%	\$	1,267,800			
				SUBTOTAL:	\$	5,493,800			
		ENG/SURVEY 15%		\$	824,100				
	SUBTOTAL:			\$	6,317,900				
	Estimated Project Total:								





June 20, 2025 Phase: Buildout

Capital Improvement Cost Estimate

Construction Project Number:

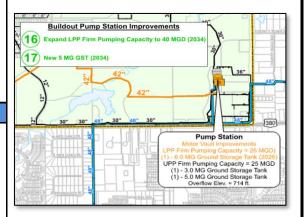
Expand LPP Firm Pumping Capacity to 40 MGD Project Name:

Project Description: Vicinity Map

An expension of the Lower Pressure Plane pumping capacity to 40 MGD.

Project Drivers:

This project will increase the pumping capacity to the Lower Pressure Plane.



TEM DESCRIPTION QUANTITY UNIT UNIT PRICE TOTAL											
1 Pump Station - Expansion 14 MGD 1 LS \$ 2,250,000 \$ 2,250,000 SUBTOTAL: \$ 2,250,000 CONTINGENCY 30% \$ 675,000 ENG/SURVEY 15% \$ 438,800 SUBTOTAL: \$ 3,363,800		Opinion of Prob	oable Constr	uction Co	st						
SUBTOTAL: \$ 2,250,000 CONTINGENCY 30% \$ 675,000 SUBTOTAL: \$ 2,925,000 ENG/SURVEY 15% \$ 438,800 SUBTOTAL: \$ 3,363,800	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL				
CONTINGENCY 30% \$ 675,000 SUBTOTAL: \$ 2,925,000 ENG/SURVEY 15% \$ 438,800 SUBTOTAL: \$ 3,363,800	1	Pump Station - Expansion 14 MGD	1	LS	\$ 2,250,000	\$	2,250,000				
CONTINGENCY 30% \$ 675,000 SUBTOTAL: \$ 2,925,000 ENG/SURVEY 15% \$ 438,800 SUBTOTAL: \$ 3,363,800											
SUBTOTAL: \$ 2,925,000 ENG/SURVEY 15% \$ 438,800 SUBTOTAL: \$ 3,363,800			SUBTOTAL			\$	2,250,000				
ENG/SURVEY 15% \$ 438,800 SUBTOTAL: \$ 3,363,800			CONTING	SENCY	30%	\$	675,000				
SUBTOTAL: \$ 3,363,800					SUBTOTAL:	\$	2,925,000				
			ENG/SURVEY 15%			\$	438,800				
Estimated Businet Tataly A 2 222 222			SUBTOTAL:			\$	3,363,800				
Estimated Project Total: \$ 3,363,800	Estimated Project Total:						3,363,800				





June 20, 2025

Phase: Buildout

Capital Improvement Cost Estimate

Construction Project Number: 17

Project Name: New 5 MG GST

Project Description: Vicinity Map

A 5 MG ground storage tank located at the existing pump station off of North Custer Road.

Buildout Pump Station Improvements 16 Expand LPP Firm Pum 17 New 5 MG GST (2034) PP Firm Pumping Capacity = 25 MG (1) - 3.0 MG Ground Storage Tank (1) - 5.0 MG Ground Storage Tank Overflow Elev. = 714 ft.

Project Drivers:

This project adds additional ground storage volume to provide the ability for the Town to pump at a higher rate than the supply from NTMWD under peak demand conditions. In addition, this storage allows the Town to continue to provide service if supply is lost or reduced.

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	5.0 MG Ground Storage Tank	1	LS	\$ 7,500,000	\$	7,500,000			
			\$	7,500,000					
		CONTING	GENCY	30%	\$	2,250,000			
				SUBTOTAL:	\$	9,750,000			
		ENG/SURVEY 15%			\$	1,462,500			
		SUBTOTAL:				11,212,500			
	Estimated Project Total:								

Appendix E Wastewater System Project Cost Estimates





June 27, 2025

Capital Improvement Cost Estimate

Construction Project Number:

ct Number: 1 Phase: 5-Year

Project Name: WWTP Lift Station and Force Main Decommissioning

Project Description: Vicinity Map

Decommission WWTP Lift Station and downstream force main. The assumption is that the force main will be abandoned in place, and will have no cost associated with the pipeline.

Project Drivers:

This project will decommission the WWTP Lift Station and downstream force main. Flow will instead be conveyed through the 21-inch line under design that will convey flow to UTRWD.



	Opinion of Probable Construction Cost									
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL				
1	Decommission Lift Station	1	LS	\$ 200,000	\$	200,000				
		SUBTOTAL:			\$	200,000				
		CONTING	GENCY	30%	\$	60,000				
				SUBTOTAL:	\$	260,000				
		ENG/SURVEY 15%		\$	39,000					
		SUBTOTAL:			\$	299,000				
	Estimated Project Total:									



Capital Improvement Cost Estimate

Construction Project Number:

June 27, 2025 Phase: 5-Year

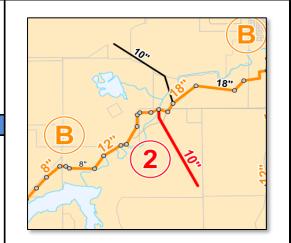
Project Name: South Rutherford Branch Creek 10-inch Trunk Line

Project Description: Vicinity Map

A 10-inch interceptor south of Rutherford Branch Creek.

Project Drivers:

This project will serve projected residential growth in this area, conveying flow to NTMWD.



	Opinion of Prob	able Constru	ction Co	st					
ITEM	DESCRIPTION	QUANTITY UNIT UNIT PRICE			TOTAL				
1	10" Pipe	2,000	LF	\$ 250	\$	500,000			
2	Concrete Pavement Repair	100	LF	\$ 100	\$	10,000			
		SUBTOTAL:				510,000			
		CONTING	SENCY	30%	\$	153,000			
				SUBTOTAL:	\$	663,000			
		ENG/SURVEY 15%			\$	99,500			
		SUBTOTAL:			\$	762,500			
	Estimated Project Total:								



Capital Improvement Cost Estimate

June 27, 2025

Phase: 5-Year

Construction Project Number:

New 10-inch Trunk Line to Under-Design 30-inch Interceptor

Project Name: Project Description:

A 10-inch interceptor originating south of West First Street and connecting to the 30-inch interceptor currently under design.

Project Drivers:

This project will serve projected residential growth in this area, conveying flow to UTRWD.



	Opinion of Prob	able Constru	ction Cos	it					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	10" Pipe	3,400	LF	\$ 250	\$	850,000			
2	Concrete Pavement Repair	200	LF	\$ 100	\$	20,000			
		SUBTOTAL:			\$	870,000			
		CONTING	SENCY	30%	\$	261,000			
				SUBTOTAL:	\$	1,131,000			
		ENG/SURVEY 15%		\$	169,700				
	SUBTOTAL:				\$	1,300,700			
	Estimated Project Total:								





Capital Improvement Cost Estimate

June 27, 2025

Construction Project Number:

Number: 4 Phase: 5-Year

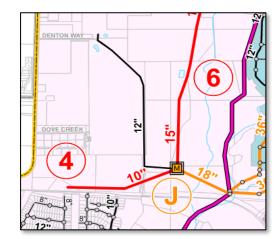
Project Name: Glenbrooke 10-inch Interceptor

Project Description: Vicinity Map

A 10-inch interceptor north of the Glenbrooke subdivision conveying flow to the interceptor under design in Project M.

Project Drivers:

This project will serve projected non-residential growth in this area, conveying flow to UTRWD.



	Opinion of Prob	able Constru	iction Cos	st					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	10" Pipe	2,500	LF	\$ 250	\$	625,000			
2	Concrete Pavement Repair	100	LF	\$ 100	\$	10,000			
		SUBTOTAL:			\$	635,000			
		CONTING	SENCY	30%	\$	190,500			
				SUBTOTAL:	\$	825,500			
		ENG/SURVEY 15%			\$	123,900			
		SUBTOTAL:			\$	949,400			
	Estimated Project Total:								



Capital Improvement Cost Estimate

June 27, 2025

Construction Project Number:

ct Number: 5 Phase: 5-Year

Project Name: Lakes of Prosper Lift Station Decommissioning and 18-inch Interceptor

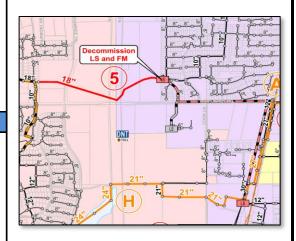
Project Description: Vicinity Map

An 18-inch interceptor originating at the existing Lakes of Prosper Lift Station, and connecting to an 18-inch line under design.

Project Drivers:

This project will serve projected residential and non-residential development, and will convey flow to UTRWD. This project will

also decommission the existing Lakes of Prosper Lift Station.



	Opinion of Prob	able Constru	iction Cos	t					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	18" Pipe	4,500	LF	\$ 450	\$	2,025,000			
2	Decommission Lift Station	1	LS	\$ 25,000	\$	25,000			
3	32" Boring and Casing	600	LF	\$ 1,600	\$	960,000			
4	Concrete Pavement Repair	100	LF	\$ 100	\$	10,000			
				SUBTOTAL:	\$	3,020,000			
		CONTING	SENCY	30%	\$	906,000			
				SUBTOTAL:	\$	3,926,000			
		ENG/SURVEY 15%		\$	588,900				
SUBTOTAL:					\$	4,514,900			
	Estimated Project Total:								





Capital Improvement Cost Estimate

June 27, 2025 **Construction Project Number:** Phase: 5-Year

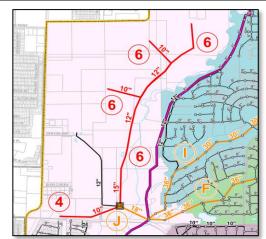
Doe Branch 10- to 15-inch Lines **Project Name:**

Project Description: Vicinity Map

10- to 15-inch wastewater lines along Doe Branch tying into the UTRWD Doe Branch interceptor.

Project Drivers:

This project will parallel the existing UTRWD Doe Branch interceptor and serve projected residential and non-residential development in northwest Prosper, conveying flow to UTRWD.



	Opinion of Proba	able Constru	iction Cos	t	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	15" Pipe	2,200	LF	\$ 375	\$ 825,000
2	12" Pipe	4,500	LF	\$ 300	\$ 1,350,000
3	10" Pipe	4,800	LF	\$ 250	\$ 1,200,000
4	20" Boring and Casing	400	LF	\$ 1,000	\$ 400,000
		SUBTOTAL:		\$ 3,775,000	
		CONTING	SENCY	30%	\$ 1,132,500
				SUBTOTAL:	\$ 4,907,500
		ENG/SU	RVEY	15%	\$ 736,200
				SUBTOTAL:	\$ 5,643,700
		Est	timated F	Project Total:	\$ 5,643,700





June 27, 2025

Capital Improvement Cost Estimate

Construction Project Number: 7

ect Number: 7 Phase: 10-Year

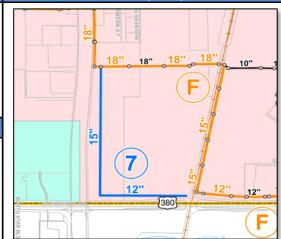
Project Name: University Drive and Dallas Parkway 12- and 15-inch Interceptor

Project Description: Vicinity Map

A 12- and 15-inch interceptor originating near the BNSF railway and conveying flow to the 18-inch interceptor currently under design.

Project Drivers:

This project will serve projected residential growth in this area, conveying flow to UTRWD.



	Opinion of Prob	able Constru	iction Cos	it	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	15" Pipe	3,600	LF	\$ 375	\$ 1,350,000
2	12" Pipe	2,200	LF	\$ 300	\$ 660,000
				SUBTOTAL:	\$ 2,010,000
		CONTINGENCY 30% \$		\$ 603,000	
				SUBTOTAL:	\$ 2,613,000
		ENG/SU	RVEY	15%	\$ 392,000
				SUBTOTAL:	\$ 3,005,000
		Est	timated F	Project Total:	\$ 3,005,000





Capital Improvement Cost Estimate

June 27, 2025 Phase: 10-Year

Construction Project Number:

Gentle Creek 8-inch Gravity Main

Project Description: Vicinity Map

An 8-inch gravity main originating near Frontier Parkway along Wilson Creek and connecting to an existing 10-inch interceptor.

Project Drivers:

Project Name:

This project will serve projected residential growth in this area, conveying flow to NTMWD.



	Opinion of Prob	able Constru	iction Cos	it	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	8" Pipe	4,600	LF	\$ 200	\$ 920,000
2	Concrete Pavement Repair	2,900	LF	\$ 100	\$ 290,000
				SUBTOTAL:	\$ 1,210,000
		CONTING	GENCY	30%	\$ 363,000
				SUBTOTAL:	\$ 1,573,000
		ENG/SU	RVEY	15%	\$ 236,000
				SUBTOTAL:	\$ 1,809,000
		Est	timated F	Project Total:	\$ 1,809,000





Capital Improvement Cost Estimate

June 27, 2025

Construction Project Number:

umber: 9 Phase: Buildout

Project Name: Cedar Ridge Estates and Whispering Farms 10-inch Interceptors

Project Description: Vicinity Map

Two 10-inch interceptors near the Cedar Ridge Estates and Whispering Farms neighborhoods.

Project Drivers:

This project will facilitate the conversion of existing septic systems to Town wastewater service.



	Opinion of Prob	able Constru	ction Cos	st	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10" Pipe	6,100	LF	\$ 250	\$ 1,525,000
2	18" Boring and Casing	500	LF	\$ 900	\$ 450,000
3	Concrete Pavement Repair	1,600	LF	\$ 100	\$ 160,000
		SUBTOTAL: 9		\$ 2,135,000	
		CONTING	SENCY	30%	\$ 640,500
				SUBTOTAL:	\$ 2,775,500
		ENG/SU	RVEY	15%	\$ 416,400
				SUBTOTAL:	\$ 3,191,900
		Es	timated F	Project Total:	\$ 3,191,900





Capital Improvement Cost Estimate

June 27, 2025

Construction Project Number: 10

er: 10 Phase: Buildout

Project Name: Wilson Creek 10- to 15-inch Interceptors

Project Description: Vicinity Map

10- to 15-inch interceptors in the north eastern portion of Prosper. This project also includes a separate 10-inch trunk line along Fair Oaks Lane.



Project Drivers:

This project will facilitate the conversion of existing septic systems to Town wastewater service.

	Opinion of Prob	able Constru	iction Co	st		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	15" Pipe	2,400	LF	\$ 375	\$	900,000
2	12" Pipe	2,200	LF	\$ 300	\$	660,000
3	10" Pipe	13,300	LF	\$ 250	\$	3,325,000
4	18" Boring and Casing	700	LF	\$ 900	\$	630,000
5	Concrete Pavement Repair	2,900	LF	\$ 100	\$	290,000
-				SUBTOTAL	: \$	5,805,000
		CONTING	SENCY	30%	\$	1,741,500
				SUBTOTAL	: \$	7,546,500
		ENG/SU	RVEY	15%	\$	1,132,000
				SUBTOTAL	\$	8,678,500
		Es	timated I	Project Total	: \$_	8,678,500

Appendix F Roadway Project Cost Estimates



1-Gee-a Gee Rd	Ra	0.187 mi N of US 380	First St	Recoup	0.65	2	Major Thoroughfare	100%	\$136,800	\$0	\$1,812,600	0\$	\$1,949,400
$\overline{}$	Rd	0.187 mi N of US 380	First St	New	0.65	2	Major Thoroughfare	100%	\$419,600	\$0	\$3,227,700	\$319,108	\$3,966,406
1-Gee-c Gee Rd	Rd	US 380	0.187 mi N of US 380	New	0.07	2	Major Thoroughfare	100%	\$46,100	\$0	\$354,600	\$35,058	\$435,758
1-Gee-d Gee Rd	Rd	First St	FM 1385	New	0.97	4	Major Thoroughfare	100%	\$2,572,200	\$0	\$19,786,000	\$1,956,153	\$24,314,353
1-Tel-a Teel F	Teel Pkwy	US 380	871ft N of US 380	Reconb	0.17	2	Major Thoroughfare	100%	\$24,685	\$0	\$282,247	0\$	\$306,932
\neg	Teel Pkwy	First St	314 ft S of First St	Recoup	0.02	2	Major Thoroughfare	100%	\$7,260	\$0	\$83,014	\$0	\$90,274
	Teel Pkwy	871ft N of US 380	314 ft S of First St	Recoup	0.51	2	Major Thoroughfare	100%	\$74,055	\$0	\$846,740	\$0	\$920,795
$\neg r$	Teel Pkwy	US 380	First St	New	0.73	2	Major Thoroughfare	100%	\$469,900	\$0	\$3,614,600	\$357,359	\$4,441,856
	Teel Pkwy			New	0.56	2	Major Thoroughfare	100%	\$807,500	\$0	\$6,211,200	\$614,073	\$7,632,773
	Teel Pkwy	88 ft N of N Windsong Pk	a 381 ft N of Roundtree Dr	Recoup	0.36	2	Major Thoroughfare	100%	\$77,100	80	\$592,765	\$0	\$669,865
	Teel Pkwy	88 ft N of N Windsong Pk	A Prosper Trl	New	0.30	2	Major Thoroughfare	100%	\$192,800	80	\$1,483,300	\$146,647	\$1,822,747
	Teel Pkwy	First St	Parvin Rd	New	1.77	2	Major Thoroughfare	100%	\$731,100	\$0	\$5,623,500	\$555,970	\$6,910,570
	Teel Pkwy	Prosper Trl	Parvin Rd	New	1.23	2	Major Thoroughfare	100%	\$901,600	\$0	\$6,935,000	\$685,632	\$8,522,232
	Legacy Dr	Scarlet	First St	New	0.41	4	Major Thoroughfare	100%	\$1,415,100	\$0	\$10,885,600	\$1,076,210	\$13,376,910
	Legacy Dr	US 380	Scarlet Dr	Reconb	09.0	4	Major Thoroughfare	100%	\$72,000	80	\$553,627	\$0	\$625,627
	Legacy Dr	US 380	First St	New	1.00	2	Major Thoroughfare	100%	\$386,400	80	\$2,972,500	\$293,878	\$3,652,778
1-Lgy-f Legac	Legacy Dr	Prosper Trl	Parvin Rd	New	0.57	2	Major Thoroughfare	100%	\$419,400	80	\$3,225,900	\$318,930	\$3,964,230
_	Legacy Dr	Prosper Trl	Parvin Rd	New	0.57	2	Major Thoroughfare	100%	\$236,800	\$0	\$1,821,600	\$180,093	\$2,238,493
	Legacy Dr	Parvin Rd	Frontier Pkwy	New	0.47	2	Major Thoroughfare	20%	\$173,000	80	\$1,330,700	\$131,560	\$1,635,260
	Legacy Dr	Parvin Rd	Frontier Pkwy	New	0.47	2	Major Thoroughfare	20%	\$97,750	\$0	\$751,750	\$74,322	\$923,822
	Legacy Dr	First St	Prosper Trl	New	1.09	2	Major Thoroughfare	100%	\$799,000	80	\$6,146,300	\$607,657	\$7,552,957
	Legacy Dr	First St	Prosper Trl	New	1.09	2	Major Thoroughfare	100%	\$450,500	\$0	\$3,465,400	\$342,608	\$4,258,506
	New Road A	US 380	First St	New	1.01	2	Commercial Collector	100%	\$626,900	\$0	\$4,822,300	\$476,759	\$5,925,956
	New Road C	New Road B	Greenwood Memorial Dr	New	0.31	ო	Commercial Collector	100%	\$345,300	\$0	\$2,655,900	\$262,577	\$3,263,777
	New Road B	Prosper Trl	Frontier Pkwy	New	1.01	7 0	Commercial Collector	100%	\$626,900	\$0	\$4,822,300	\$476,759	\$5,925,956
1-PVn-a Parkn Kd	Parwin Kd	FM1385	0.61 mi W of Legacy Drive	New	\$ 5	7 0	Major Inoroughtare	20%	\$1,038,700	9 6	\$7,990,100	\$789,945	\$9,818,745
	Frontier Divas	1 00000 L	O.O.I IIII W OI Legacy DIIM	Now	t 8	۷ (Major Thoroughfare	20.00	9303,000 9506	9 6	#4,300,000 #3 800 400	000, 114, 000, 000, 000, 000, 000, 000,	40,023,030,
	Frontier Pkwv	Legacy DI	TNG	New	8 6	7 0	Major Thoroughfare	20%	\$252,000	0	\$1 938 400	\$191.641	\$2.382.041
-	Frontier Pkwy	DNT	BNSFRR	Recoup	1.08	2 2	Major Thoroughfare	20%	\$0	0\$	\$1,833,000	0\$	\$1,833,000
	Frontier Pkwy	DNT	BNSFRR	New	1.08	2	Major Thoroughfare	20%	\$223,750	\$0	\$1,721,100	\$170,157	\$2,115,007
1-MP-a Maha	Mahard Pkwy	US 380	Prairie Dr	Recoup	0.36	4	Major Thoroughfare	100%	\$69,400	\$0	\$533,528	\$0	\$602,928
	Mahard Pkwy	Prairie Dr	500 N of Prairie Dr	Recoup	0.10	2	Major Thoroughfare	100%	\$0	\$0	\$594,948	\$0	\$594,948
	Mahard Pkwy	Prairie Dr	500 N of Prairie Dr	New	0.10	2	Major Thoroughfare	100%	\$76,300	\$0	\$586,700	\$58,004	\$721,004
	Mahard Pkwy	500 N of Prairie Dr	Lovers Lane	New	0.13	4	Major Thoroughfare	100%	\$139,100	\$0	\$1,070,200	\$105,806	\$1,315,106
	Safety Way	DNT	Mike Howard	Reconb	0.48	2	Commercial Collector	100%	\$187,300	\$0	\$1,440,959	\$	\$1,628,259
\neg	Prosper Trl	Teel Pkwy	2550' E of Teel Pkwy	New	0.77	2	Minor Thoroughfare	100%	\$551,800	\$0	\$4,244,400	\$419,625	\$5,215,826
	Prosper Tri	1617' E of Teel Pkwy	3149' E of Teel Pkwy	New	0.29	2 0	Minor Thoroughfare	100%	\$208,800	0\$	\$1,605,800	\$158,758	\$1,973,356
1-P1-C Prosp	Prosper III	3149' E OT I eel PKWy	Legacy Ur	MeW	0.30	7 0	Minor Inorougniare	100%	\$198,000	04	\$1,522,800	\$150,552	\$1,871,35
	Prosper III	Legacy Ur	NA PER PER	Mev	80. 0	7 0	Minor Thoroughfare	100%	007'cace	04	\$4,576,100	\$452,010	\$3,025,910
	Ē 77	Geo Pd	Teel Plong	Nacoup Decoup	8 5	۷	Minor Thoroughfare	100%	\$140 000	9 6	\$2,726,000	000	\$1,146,132 \$2 866 OO
$\overline{}$	is to	Teel Pkwy	Stuber E.S.	Recoup	1.01	2	Minor Thoroughfare	100%	\$551,460	\$266,177	\$2,757,300	0\$	\$3,574,937
	St	Stuber E.S.	DNT	New	1.41	2	Minor Thoroughfare	100%	\$1,008,900	\$0	\$7,761,000	\$767,295	\$9,537,195
1-1st-d First St	St	DNT	BNSFRR	New	0.68	2	Minor Thoroughfare	100%	\$486,400	\$0	\$3,741,700	\$369,925	\$4,598,025
	ie Dr	Teel Pkwy	290 ft W of Waters Edge V	New	0.52	4	Minor Thoroughfare	100%	\$576,300	\$0	\$4,433,400	\$438,310	\$5,448,010
-	ie Dr	290 ft W of Waters Edge N	V Shawnee Trl	Reconb	2.	4	Minor Thoroughfare	100%	0\$	\$0	\$4,523,471	\$0	\$4,523,471
1-SI-a Shaw	Shawnee Tri	Prairie Dr	Lovers Lane	Recoup	0.22	4 (Minor Thoroughtare	100%	\$000	0\$	\$2,000,000	0,5	\$2,000,000
	Oliawice III	Ctal Hade LAWy	St. T. Dimi	dpoody	5 6	7	Minor Thoroughlane	90.9	4100,000	9 6	90,727,009	\$700 040	\$0,000,40g
$\neg \neg$	Shawnee Tri	Star Trace Pkwv	982 # N of Caputh Dr	New N	9 6	t o	Minor Thoroughfare	100%	\$622,600	Q 49	\$4,484,700	\$473.526	\$5,191,019
	Shawnee Trl	982 ft N of Caruth Dr	Frontier Pkwy	New	0.46	4	Minor Thoroughfare	100%	\$509,400	0\$	\$3,918,700	\$387,424	\$4,815,524
\Box	Lovers Lane	DNT	BNSFRR	New	0.59	4	Minor Thoroughfare	100%	\$654,300	\$0	\$5,033,100	\$497,600	\$6,185,000
1-LL-a Lover	Lovers Lane	Mahard Pkwy	DNT	New	0.72	4	Minor Thoroughfare	100%	\$796,900	\$0	\$6,130,300	\$606,075	\$7,533,275
1-Mik-a Mike Howard	The state of the	i											



\$122,920,757

102,766,668

12,739,864

Town of Prosper

Reference			Project	Length	Added	Thoroughfare Plan	Pct in	Roa	Roadway Project Costs			Total Project
CIP No. Roadway	From	То	Status	(mi)	Lanes	Description	Serv. Area	Engineering	ROW	Construction	Signal	Cost
2-Ct-a Coit Rd	US 380	First St	New	1.01	2	Major Thoroughfare	100%	\$417,872	\$0	\$3,214,400	\$317,793	\$3,950,065
2-Ct-b Coit Rd	First St	Frontier Pkwy	New	2.00	2	Major Thoroughfare	100%	\$1,436,214	0\$	\$11,047,800	\$1,092,246	\$13,576,260
2-Ct-c Coit Rd	First St	Frontier Pkwy	New	2.00	2	Major Thoroughfare	100%	\$824,577	0\$	\$6,342,900	\$627,094	\$7,794,571
2-FP-a Frontier Pkwy	BNSF RR	Preston Rd	Reconb	1.01	2	Major Thoroughfare	20%	0\$	0\$	\$3,650,000	\$0	\$3,650,000
2-FP-b Frontier Pkwy	BNSF RR	Preston Rd	New	1.01	2	Major Thoroughfare	20%	\$332,287	0\$	\$2,556,050	\$252,705	\$3,141,042
2-PT-a Prosper Tri	BNSF RR	Preston Rd	Reconb	1.11	2	Minor Thoroughfare	100%	\$175,310	0\$	\$1,348,535	\$0	\$1,523,845
2-PT-c Prosper Tri	560' E of Preston Rd	Coit Rd	Reconb	0.83	2	Minor Thoroughfare	100%	\$234,208	0\$	\$4,158,217	\$0	\$4,392,425
2-PT-b Prosper Tri	560' E of Preston Rd	Preston Rd	Reconb	0.18	2	Minor Thoroughfare	100%	\$50,792	0\$	\$901,782	\$0	\$952,574
2-PT-d Prosper Tri	864' E of Coit Rd	Custer Rd	New	1.76	2	Minor Thoroughfare	100%	\$1,307,007	0\$	\$10,053,900	\$993,984	\$12,354,891
2-1st-a First St	BNSF RR	N Coleman St	New	0.37	2	Minor Thoroughfare	100%	\$263,874	0\$	\$2,029,800	\$200,677	\$2,494,351
2-1st-b First St	N Coleman St	Craig St	New	0.46	2	Minor Thoroughfare	100%	\$332,007	\$0	\$2,553,900	\$252,493	\$3,138,400
2-1st-c First St	Craig St	Coit Rd	Reconb	1.51	2	Minor Thoroughfare	100%	0\$	0\$	\$2,589,861	\$0	\$2,589,861
2-1st-d First St	Coit Rd	Custer Rd	Reconb	2.06	2	Minor Thoroughfare	100%	\$1,778,640	\$649,800	\$8,893,200	\$0	\$11,321,640
2-RB-a Richland Blvd	Coleman	Lovers Lane	Reconb	0.56	4	Minor Thoroughfare	100%	\$551,675	0\$	\$4,243,652	\$0	\$4,795,327
2-RB-b Richland Blvd	Lovers Lane	287' W of La Cima	New	0.37	4	Minor Thoroughfare	100%	\$410,878	0\$	\$3,160,600	\$312,474	\$3,883,952
2-RB-c Richland Blvd	287' W of La Cima	160' E of La Cima	Reconb	0.41	4	Minor Thoroughfare	100%	\$268,177	\$385,773	\$1,340,886	\$0	\$1,994,836
2-RB-d Richland Blvd	160' E of La Cima	Prosper Commons	New	0.45	4	Minor Thoroughfare	100%	\$498,147	80	\$3,831,900	\$378,843	\$4,708,890
2-Col-a Coleman St	Richland Blvd	Lovers Lane	Reconb	0.27	2	Minor Thoroughfare	100%	\$265,986	0\$	\$2,046,046	\$0	\$2,312,032
2-Col-b Coleman St	Lovers Lane	First St	New	0.38	2	Minor Thoroughfare	100%	\$242,437	0\$	\$1,864,900	\$184,374	\$2,291,711
2-Col-c Coleman St	Gorgeous Rd	Prosper Tri	New	0.50	2	Minor Thoroughfare	100%	\$318,084	0\$	\$2,446,800	\$241,904	\$3,006,788
2-Col-d Coleman St	Prosper Trl	Talon	New	0.61	2	Minor Thoroughfare	100%	\$387,933	0\$	\$2,984,100	\$295,025	\$3,667,058
2-Col-e Coleman St	Talon	Victory Way	Reconb	0.46	2	Minor Thoroughfare	100%	0\$	0\$	\$500,000	\$0	\$500,000
2-Col-f Coleman St	Victory Way	Preston Rd	Reconb	0.51	4	Minor Thoroughfare	100%	0\$	0\$	\$311,830	\$0	\$311,830
2-LL-b Lovers Lane	Gateway Dr	US 380	Reconb	1.12	4	Minor Thoroughfare	100%	\$1,103,349	0\$	\$8,487,303	\$0	\$9,590,652
2-LL-a Lovers Lane	BNSF RR	Gateway Dr	New	0.29	4	Minor Thoroughfare	100%	\$322,270	0\$	\$2,479,000	\$245,088	\$3,046,358
2-Vty-a Victory Way	Coleman St	Frontier Pkwy	Reconb	0.36	2	Minor Thoroughfare	100%	\$299,860	\$338,400	\$1,499,300	\$0	\$2,137,560
2-Vty-b Victory Way	Coleman St	Frontier Pkwy	New	0.36	2	Minor Thoroughfare	100%	\$229,203	0\$	\$1,763,100	\$174,310	\$2,166,613
2-Mck-a McKinley St	Gorgeous Rd	W 5th St	Reconb	0.22	2	Old Town District	100%	\$69,433	0\$	\$1,700,406	\$0	\$1,769,839
2-Mck-b McKinley St	Gorgeous Rd	Coleman St	New	0.18	2	Old Town District	100%	\$165,230	0\$	\$1,271,000	\$125,658	\$1,561,888
2-Crg-a Craig Rd	Preston Rd	West Broadway St	New	0.42	2	Commercial Couplet	100%	\$302,666	0\$	\$2,328,200	\$230,179	\$2,861,045
2-WB-a West Broadway St	Craig	Preston Rd	New	0.21	2	Old Town District	100%	\$151,749	0\$	\$1,167,300	\$115,406	\$1,434,455



Town of Prosper

Town of Prosper Planning Level Cost Estimate Worksheet

Gee Road

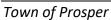
0.187 mi N of US 380 to First St

Functional Classification:	Major Thoroughfare	No. of Lanes: 6	
Length (If):	3,432		
Right-of-Way Width (ft.):	120		
Median Type:	Raised		
Pavement Width (BOC to BOC):	24		
Description:	Widen existing roadway to th	proughfare standard	

. Paving C	Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ı	Jnit Cost	Item Cost
1	Right of Way Preparation		35	STA	\$	3,000.00	\$ 105,000
2	Unclassified Street Excavation		6,200	CY	\$	30.00	\$ 186,000
3	8" Lime Stabilized Subgrade		10,000	SY	\$	8.50	\$ 85,000
4	Lime for Stabilization (48 lb/SY)		240	TON	\$	350.00	\$ 84,000
5	9" CRCP		9,200	SY	\$	105.00	\$ 966,000
6	Curb		6,870	LF	\$	30.00	\$ 206,100
7	Concrete Sidewalk and Ramps		41,190	SF	\$	12.00	\$ 494,280
8	Furnishing and Placing Topsoil		4,600	SY	\$	5.00	\$ 23,000
				Paving I	stima	te Subtotal:	\$ 2,149,380
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 43,000
10	Traffic Control					5%	\$ 107,50
11	Erosion Control					3%	\$ 64,50
12	Drainage Improvements (RCP, Inlets, MH,	Outfalls)				15%	\$ 322,500
13	Landscaping					2%	\$ 43,000
14	Illumination					3%	\$ 64,50
			Other Com	ponents E	stima	te Subtotal:	\$ 645,000
II. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	1-0	\$ -
16	Bridge Structures	None			- \$		\$
17	Traffic Signals	None			- \$	S#6	\$ -
18	Other	None			\$	P25	\$ 828
		72	Special Com	ponents E	stima	te Subtotal:	\$ +
			1, 11.	& III Cons	tructio	on Subtotal:	\$ 2,794,380
				lobilizatio		5%	\$ 139,800
			c	ontingenc	v	10%	\$ 293,500
			Construc				\$ 3,227,700

Item Description	Notes			Al	lowance	Item Cost
Construction					-	\$ 3,227,700
Engineering/Survey/Testing					13.0%	\$ 419,600
Right-of-Way Acquisition	Cost pe	r sq. ft.: \$	1.00	\$	12	\$ W ₂

2024 Roadway Impact Fee Town of Prosper



Town of Prosper Planning Level Cost Estimate Worksheet

Gee Road

US 380 to 0.187 mi N of US 380

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	370	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to th	noroughfare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	U	nit Cost		Item Cost
1	Right of Way Preparation		4	STA	\$	3,000.00	\$	12,000
2	Unclassified Street Excavation		700	CY	\$	30.00	\$	21,00
3	8" Lime Stabilized Subgrade		1,100	SY	\$	8.50	\$	9,35
4	Lime for Stabilization (48 lb/SY)		30	TON	\$	350.00	\$	10,50
5	9" CRCP		1,000	SY	\$	105.00	\$	105,00
6	Curb		740	LF	\$	30.00	\$	22,20
7	Concrete Sidewalk and Ramps		4,440	SF	\$	12.00	\$	53,28
8	Furnishing and Placing Topsoil		500	SY	\$	5.00	\$	2,50
				Paving I	stimat	e Subtotal:	\$	235,83
II. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct.	Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	4,80
10	Traffic Control					5%	\$	11,80
11	Erosion Control					3%	\$	7,10
12	Drainage Improvements (RCP, Inlets, MH,	Outfalls)				15%	\$	35,40
13	Landscaping					2%	\$	4,80
14	Illumination					3%	\$	7,10
			Other Com	ponents I	stimate	e Subtotal:	\$	71,00
II. Specia	Construction Components							
Item No.	Item Description	Notes			All	owance		Item Cost
15	Drainage Structures	None			\$	848	\$	(2)
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$	-	\$	
18	Other	None			\$	7925	\$	323
			Special Com	ponents l	stimate	e Subtotal:	\$	-
			1, 11,	& III Cons	tructio	n Subtotal:	\$	306,83
				obilizatio		5%	\$	15,40
				ontingenc		10%	Ś	32,30
						ate Total:	Ś	354,600

Item Description	Notes	Allowance	Item Cost
Construction			\$ 354,600
Engineering/Survey/Testing		13.0%	\$ 46,100
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.	.00 \$ -	\$ 100

2024 Roadway Impact Fee Town of Prosper



Town of Prosper Planning Level Cost Estimate Worksheet

Gee Road First St to FM 1385

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	5,122	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	48	
Description:	Widen existing roadway to the	noroughfare standard

4 Lime for Stabilization (48 lb/SY) 680 TON \$ 350. 5 9" CRCP 27,400 SY \$ 105. 6 Curb 20,490 LF \$ 30. 7 Concrete Sidewalk and Ramps 61,470 SF \$ 12.		
2 Unclassified Street Excavation 18,300 CY \$ 30. 3 8" Lime Stabilized Subgrade 28,500 SY \$ 8. 4 Lime for Stabilization (48 lb/SY) 680 TON \$ 350. 5 9" CRCP 27,400 SY \$ 105. 6 Curb 20,490 LF \$ 30. 7 Concrete Sidewalk and Ramps 61,470 SF \$ 12. 8 Furnishing and Placing Topsoil 20,500 SY \$ 5. Paving Estimate Subtot II. Non-Paving Construction Components Item No. Item Description Pct. Of Pavin 9 Pavement Markings & Signage 2% 2% 10 Traffic Control 3% 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 15% 13 Landscaping 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 15% 13 Landscaping 14 Illumination Other Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ 9,958,0 17 Traffic Signals None \$ 9,958,0 18 Other Components Estimate Subtot Mobilization 5% Construction Cost Estimate Subtot Mobilization 5% Contingency 10% Continued Continued Contingency 10% Contin		Item Cost
3 8" Lime Stabilized Subgrade 28,500 SY \$ 8. 4 Lime for Stabilization (48 lb/SY) 680 TON \$ 350. 5 9" CRCP 27,400 SY \$ 105. 6 Curb 20,490 LF \$ 30. 7 Concrete Sidewalk and Ramps 61,470 SF \$ 12. 8 Furnishing and Placing Topsoil 20,500 SY \$ 5. Paving Estimate Subtot II. Non-Paving Construction Components Item No. Item Description Pet. Of Paving 1	00 \$	156,000
4 Lime for Stabilization (48 lb/SY) 680 TON \$ 350. 5 9" CRCP 27,400 SY \$ 105. 6 Curb 20,490 LF \$ 30. 7 Concrete Sidewalk and Ramps 61,470 SF \$ 12. 8 Furnishing and Placing Topsoil 20,500 SY \$ 12. 1 Non-Paving Construction Components Item No. Item Description Pct. Of Paving 9 Pavement Markings & Signage 2 2% 10 Traffic Control 3% 11 Erosion Control 3% 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 15% 13 Landscaping 2 2% 14 Illumination Other Components Estimate Subtot 118. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ 9,958,0 17 Traffic Signals None \$ 9,958,0 17 Traffic Signals None \$ 9,958,0 17 Traffic Signals None \$ 5,000	00 \$	549,000
5 9" CRCP 27,400 SY \$ 105. 6 Curb 20,490 LF \$ 30. 7 Concrete Sidewalk and Ramps 61,470 SF \$ 12. 8 Furnishing and Placing Topsoil 20,500 SY \$ 5. Paving Estimate Subtot II. Non-Paving Construction Components Item No. Item Description Pct. Of Pavin 9 Pavement Markings & Signage 2% 10 Traffic Control 3% 11 Erosion Control 3% 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 15% 13 Landscaping 2% 14 Illumination Components III. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ -1 16 Bridge Structures None \$ 9,958,0 17 Traffic Signals None \$ 9,958,0 18 Other Components Estimate Subtot III. Special Components Estimate Subtot Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization 5% Contingency 10%	50 \$	242,250
6 Curb 7 Concrete Sidewalk and Ramps 8 Furnishing and Placing Topsoil 20,500 SY \$ 12. 8 Furnishing and Placing Topsoil 20,500 SY \$ 5. Paving Estimate Subtot II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage 10 Traffic Control 11 Erosion Control 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 13 Landscaping 14 Illumination Other Components Estimate Subtot III. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None 15 Drainage Structures None 16 Bridge Structures 2 Minor Bridges 17 Traffic Signals None 5 Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization 5% Contingency 10%	00 \$	238,000
7 Concrete Sidewalk and Ramps 61,470 SF \$ 12. 8 Furnishing and Placing Topsoil 20,500 SY \$ 5. Paving Estimate Subtot II. Non-Paving Construction Components Item No. Item Description Pct. Of Paving 9 Pavement Markings & Signage 2% 10 Traffic Control 5% 11 Erosion Control 3% 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 15% 13 Landscaping 2% 14 Illumination Other Components Estimate Subtot III. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ -0 16 Bridge Structures 2 Mone \$ -0 17 Traffic Signals None \$ -0 18 Other Special Components Estimate Subtot III. Special Components Estimate Subtot Special Components Estimate Subtot III. Item None \$ -0 16 Bridge Structures 2 Mone \$ -0 17 Traffic Signals None \$ -0 18 Other Special Components Estimate Subtot III. It, & III Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Tot	00 \$	2,877,00
8 Furnishing and Placing Topsoil 20,500 SY \$ 5. Paving Estimate Subtot I. Non-Paving Construction Components Item No. Item Description Pct. Of Pavin 9 Pavement Markings & Signage 2% 10 Traffic Control 5% 11 Erosion Control 3% 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 15% 13 Landscaping 2% 14 Illumination Other Components Estimate Subtot II. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ -9,958,00 17 Traffic Signals None \$ 9,958,00 17 Traffic Signals None \$ -9,958,00 18 Other Components Estimate Subtot I, II, & III Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Tot	00 \$	614,70
Non-Paving Construction Components Item No. Item Description Pct. Of Paving 9	00 \$	737,64
Ilk Non-Paving Construction Components Item No. Item Description Pct. Of Paving 9 Pavement Markings & Signage 2% 10 Traffic Control 5% 11 Erosion Control 3% 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 15% 13 Landscaping 2% 14 Illumination Other Components Estimate Subtot III. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ 9,958,0 17 Traffic Signals None \$ 9,958,0 17 Traffic Signals None \$ 18 Other None \$ 18 Other None \$ 18 Other None \$ 19, II, II, & III Construction Subtot None \$ 18 Other None \$ 19, III, III Construction Subtot None \$ 19, III Construction Subtot None	00 \$	102,500
Item No. Item Description 9 Pavement Markings & Signage 10 Traffic Control	al: \$	5,517,090
9 Pavement Markings & Signage 10 Traffic Control 11 Erosion Control 23% 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 13 Landscaping 14 Illumination Other Components Estimate Subtot III. Special Construction Components Item No. Item Description 15 Drainage Structures 16 Bridge Structures 16 Bridge Structures 17 Traffic Signals 18 Other None \$ 9,958,0 None \$ 9,958,0 None \$ \$ 9,958,0 If Traffic Signals None \$ \$ 9,058,0 If Traffic Signals None \$ \$ 9,		
10 Traffic Control 5% 1 11 Erosion Control 3% 1 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 15% 1 13 Landscaping 2% 3% 3% 1 14 Illumination Other Components Estimate Subtot III. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ -16 Bridge Structures 2 Minor Bridges \$ 9,958,0 17 Traffic Signals None \$ -18 Other Special Components Estimate Subtot II. Special Components Estimate Subtot Special Components Estimate Subtot None \$ -18 Other None \$ -19 Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Total Construction Cost Estimate Cost Cost Cost Cost Cost Cost Cost Cost	g	Item Cost
11 Erosion Control 12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 13 Landscaping 14 Illumination Cother Components Estimate Subtot II. Special Construction Components Item No. Item Description 15 Drainage Structures 16 Bridge Structures 17 Traffic Signals 18 Other None Special Components Estimate Subtot None 19 Special Components Special Components I, II, & III Construction Subtot Mobilization 19 Mobilization 19 Construction Cost Estimate Tot	\$	110,40
12 Drainage Improvements (RCP, Inlets, MH, Outfalls) 13 Landscaping 14 Illumination Construction Components II. Special Construction Components III. Special Construction Components Item No. Item Description 15 Drainage Structures 16 Bridge Structures 17 Traffic Signals 18 Other Special Components Estimate Subtot None \$ Special Components I, II, & III Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Tot	\$	275,90
13 Landscaping 14 Illumination Other Components Estimate Subtot III. Special Construction Components Item No. Item Description 15 Drainage Structures 16 Bridge Structures 17 Traffic Signals 18 Other None Special Components None Special Components Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization SM Contingency 10% Construction Cost Estimate Tot	\$	165,60
14 Illumination 3% Other Components Estimate Subtot III. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ - 16 Bridge Structures 2 Minor Bridges \$ 9,958,0 17 Traffic Signals None \$ - 18 Other None \$ - Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Tot	\$	827,60
Other Components Estimate Subtot III. Special Construction Components Item No. Item Description 15 Drainage Structures 16 Bridge Structures 2 Minor Bridges 17 Traffic Signals None 18 Other None Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization Contingency 10% Construction Cost Estimate Tot	\$	110,40
Ill. Special Construction Components Item No. Item Description Notes Allowance 15 Drainage Structures None \$ 16 Bridge Structures 2 Minor Bridges \$ 9,958,0 17 Traffic Signals None \$ 18 Other None \$ Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Tot	\$	165,60
Item No. Item Description 15 Drainage Structures 16 Bridge Structures 2 Minor Bridges 3 Mone 5 9,958,0 17 Traffic Signals None 5 18 Other None Special Components Estimate Subtot 1, II, & III Construction Subtot Mobilization Contingency 10% Construction Cost Estimate Tot	al: \$	1,655,500
Drainage Structures None \$		
16 Bridge Structures 2 Minor Bridges \$ 9,958,0 17 Traffic Signals None \$ 18 Other None \$ Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Tot		Item Cost
17 Traffic Signals 18 Other None Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization Contingency 10% Construction Cost Estimate Tot	\$	
None \$	00 \$	9,958,000
Special Components Estimate Subtot I, II, & III Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Tot	\$	
I, II, & III Construction Subtot Mobilization 5% Contingency 10% Construction Cost Estimate Tot	\$	- 2
Mobilization 5% Contingency 10% Construction Cost Estimate Tot	al: \$	9,958,000
Contingency 10% Construction Cost Estimate Tot	al: \$	17,130,590
Construction Cost Estimate Tot	\$	856,600
	\$	1,798,800
mnact Eng Cast Estimata Summary	al: \$	19,786,000
	al: \$	19,786
Item Description Notes Allowance		Item Cost

Impact Fee Cost Estimate Summar	у			
Item Description	Notes	Allowance		Item Cost
Construction		525	\$	19,786,000
Engineering/Survey/Testing		13.0%	\$	2,572,200
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$	0 0 <u>0</u>
	Impact Fee Project Cost	Estimate Total:	Ś	22.358.200

2024 Roadway Impact Fee Town of Prosper

4

Town of Prosper Planning Level Cost Estimate Worksheet

Teel Parkway US 380 to First St

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	3,854	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to th	noroughfare standard

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	, l	Jnit Cost	Item Cost
1	Right of Way Preparation		39	STA	\$	3,000.00	\$ 117,000
2	Unclassified Street Excavation		6,900	CY	\$	30.00	\$ 207,000
3	8" Lime Stabilized Subgrade		11,200	SY	\$	8.50	\$ 95,200
4	Lime for Stabilization (48 lb/SY)		270	TON	\$	350.00	\$ 94,500
5	9" CRCP		10,300	SY	\$	105.00	\$ 1,081,500
6	Curb		7,710	LF	\$	30.00	\$ 231,300
7	Concrete Sidewalk and Ramps		46,250	SF	\$	12.00	\$ 555,000
8	Furnishing and Placing Topsoil		5,100	SY	\$	5.00	\$ 25,500
				Paving I	stima	te Subtotal:	\$ 2,407,000
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 48,20
10	Traffic Control					5%	\$ 120,40
11	Erosion Control					3%	\$ 72,30
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$ 361,10
13	Landscaping					2%	\$ 48,200
14	Illumination					3%	\$ 72,300
			Other Com	ponents E	stima	te Subtotal:	\$ 722,500
III. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	(4)	\$ (2)
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$		\$
18	Other	None			\$	7.27	\$ 828
		22	Special Com	ponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	on Subtotal:	\$ 3,129,500
			M	obilization	n	5%	\$ 156,500
			C	ontingenc	у	10%	\$ 328,600
			Construc	tion Cost	t Estir	nate Total:	\$ 3,614,600
Impact F	ee Cost Estimate Summary						
Item Desc		Notes			Α	llowance	Item Cost

Item Description	Notes	Allowance	Item Cost
Construction		120	\$ 3,614,600
Engineering/Survey/Testing		13.0%	\$ 469,900
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$ ~

2024 Roadway Impact Fee Town of Prosper



Town of Prosper Planning Level Cost Estimate Worksheet

Teel Parkway

First St to 381 ft N of Roundtree Dt

item pesc	ion	Notes			,	mowance	\$	6,211,20
Impact Fo	ee Cost Estimate Summary	Notes			^	llowance		Item Cost
	as Cost Estimate Summan		32,351,40					
				ontingency ction Cost	Estir	nate Total:	\$	564,70 6,211,20
				lobilization		5% 10%	100	268,90
					ructi	on Subtotal:	\$	5,377,58
				7				
10		Hone	Special Com	ponents Es	tima	te Subtotal:	\$	2,872,00
18	Other	None			\$	1920	Ś	12
17	Traffic Signals	None			\$	-	\$	2,072,00
16	Bridge Structures	Minor Bridge			\$	2,872,000	\$	2,872,00
15	Drainage Structures	None			\$	-	\$	
	Item Description	Notes			4	llowance		Item Cost
III. Special	Construction Components							
.77.1			Other Com	ponents Es	tima	te Subtotal:	\$	578,50
14	Illumination					3%	\$	57,90
13	Landscaping					2%	\$	38,60
12	Drainage Improvements (RCP, Inlets, MI	H. Outfalls)				15%	\$	289,10
11	Erosion Control					3%	\$	57,90
10	Traffic Control					5%	\$	96,40
9	Pavement Markings & Signage					2%	\$	38,60
	Item Description				Pct	. Of Paving		Item Cost
II. Non-Pa	ving Construction Components			7.				
				Paving Es	tima	te Subtotal:	\$	1,927,08
8	Furnishing and Placing Topsoil		19,700	SY	\$	5.00	\$	98,50
7	Concrete Sidewalk and Ramps		35,490	SF	\$	12.00	\$	425,88
6	Curb		5,920	LF	\$	30.00	\$	177,60
5	9" CRCP		7,900	SY	\$	105.00	\$	829,50
4	Lime for Stabilization (48 lb/SY)		210	TON	\$	350.00	\$	73,50
3	8" Lime Stabilized Subgrade		8,600	SY	\$	8.50	\$	73,10
2	Unclassified Street Excavation		5,300	CY	\$	30.00	\$	159,00
1	Right of Way Preparation		30	STA	\$	3,000.00	\$	90,00
Item No.	Item Description		Quantity	Unit	-	Unit Cost		Item Cost
. Paving C	Construction Cost Estimate							
Roadway	Construction Cost Estimate:							
	Description:	Adding 2 lan	es as interim	iviajor inoi	ougi	nare. Assum	22 11	o ROW adds.
	Description:	U-AA	as as Intarim	Major Tho	courd	nfare. Assume	oc n	o POW adds
	Pavement Width (BOC to BOC):	24						
	Median Type:	Raised						
	Right-of-Way Width (ft.):	120						
	Length (If):	Major Thoro	agiliare		144	J. Of Laries.	7	
	Functional Classification:				NI.	o. of Lanes:	1	

Cost per sq. ft.: \$

2024 Roadway Impact Fee Town of Prosper

Engineering/Survey/Testing

Right-of-Way Acquisition

Freese and Nichols, Inc. Updated: 11/2024

807,500

7,018,700

13.0%

1.00 \$ Impact Fee Project Cost Estimate Total: \$

6

Town of Prosper Planning Level Cost Estimate Worksheet

Teel Parkway

88 ft N of N Windsong Pkwy to Prosper Trl

Functional Classification:	Major Thoroughfare	No. of Lanes: 4	
Length (If):	1,584		
Right-of-Way Width (ft.):	120		
Median Type:	Raised		
Pavement Width (BOC to BOC):	24		
Description:	Adding 2 lanes as Interim Ma	jor Thoroughfare	

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Init Cost		Item Cost
1	Right of Way Preparation		16	STA	\$	3,000.00	\$	48,000
2	Unclassified Street Excavation		2,900	CY	\$	30.00	\$	87,000
3	8" Lime Stabilized Subgrade		4,600	SY	\$	8.50	\$	39,10
4	Lime for Stabilization (48 lb/SY)		110	TON	\$	350.00	\$	38,50
5	9" CRCP		4,300	SY	\$	105.00	\$	451,50
6	Curb		1,590	LF	\$	30.00	\$	47,70
7	Concrete Sidewalk and Ramps		19,010	SF	\$	12.00	\$	228,120
8	Furnishing and Placing Topsoil		9,500	SY	\$	5.00	\$	47,50
				Paving E	stimat	te Subtotal:	\$	987,420
I. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct.	Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	19,80
10	Traffic Control					5%	\$	49,40
11	Erosion Control					3%	\$	29,70
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$	148,20
13	Landscaping					2%	\$	19,80
14	Illumination					3%	\$	29,70
			Other Com	ponents E	stimat	e Subtotal:	\$	296,600
170000000000000000000000000000000000000	Construction Components							
Item No.	Item Description	Notes			A	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	-
16	Bridge Structures	None			_ \$	•	\$	
17	Traffic Signals	None			_ \$	S - 3	\$	-
18	Other	None			\$	225	\$	823
			Special Com	ponents E	stimat	e Subtotal:	\$	-
			1, 11,	& III Cons	tructio	n Subtotal:	\$	1,284,020
			M	obilization	1	5%	\$	64,300
			C	ontingenc	У	10%	\$	134,900
			Construc	ction Cost	Estin	nate Total:	Ś	1,483,300

Impact Fee Cost Estimate Summar	у			
Item Description	Notes	Allowance		Item Cost
Construction		525	\$	1,483,300
Engineering/Survey/Testing		13.0%	\$	192,800
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$	100
	Impact Fee Project Cost	Estimate Total:	Ś	1.676.100

2024 Roadway Impact Fee Town of Prosper



Town of Prosper Planning Level Cost Estimate Worksheet

Teel Parkway

Prosper Trl to Parvin Rd

Functional Classification:	Major Thoroughfare	No. of Lanes: 4	
Length (If):	6,494		
Right-of-Way Width (ft.):	120		
Median Type:	Raised		
Pavement Width (BOC to BOC):	24		
Description:	Adding 2 lanes as Interim Ma	jor Thoroughfare	

2 Unclassified Street Excavation 11,600 CY 3 8" Lime Stabilized Subgrade 18,800 SY 4 Lime for Stabilization (48 lb/SY) 450 TON 5 9" CRCP 17,400 SY 6 Curb 25,980 LF 7 Concrete Sidewalk and Ramps 77,930 SF 8 Furnishing and Placing Topsoil 43,300 SY Paving Esti II. Non-Paving Construction Components	\$ 3,000.00 \$ 30.00 \$ 8.50 \$ 350.00 \$ 105.00 \$ 30.00	\$ \$ \$	Item Cost 195,000
2 Unclassified Street Excavation 11,600 CY 3 8" Lime Stabilized Subgrade 18,800 SY 4 Lime for Stabilization (48 lb/SY) 450 TON 5 9" CRCP 17,400 SY 6 Curb 25,980 LF 7 Concrete Sidewalk and Ramps 77,930 SF 8 Furnishing and Placing Topsoil 43,300 SY Paving Estimates II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage	\$ 30.00 \$ 8.50 \$ 350.00 \$ 105.00	\$) : : : : : : : : : : : : : : : : : : :
3 8" Lime Stabilized Subgrade 18,800 SY 4 Lime for Stabilization (48 lb/SY) 450 TON 5 9" CRCP 17,400 SY 6 Curb 25,980 LF 7 Concrete Sidewalk and Ramps 77,930 SF 8 Furnishing and Placing Topsoil 43,300 SY Paving Esti II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage	\$ 8.50 \$ 350.00 \$ 105.00	\$	100000000000000000000000000000000000000
4 Lime for Stabilization (48 lb/SY) 450 TON 5 9" CRCP 17,400 SY 6 Curb 25,980 LF 7 Concrete Sidewalk and Ramps 77,930 SF 8 Furnishing and Placing Topsoil 43,300 SY Paving Esti II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage	\$ 350.00 \$ 105.00	20	348,000
5 9" CRCP 17,400 SY 6 Curb 25,980 LF 7 Concrete Sidewalk and Ramps 77,930 SF 8 Furnishing and Placing Topsoil 43,300 SY Paving Estiman II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage	\$ 105.00	\$	159,800
6 Curb 25,980 LF 7 Concrete Sidewalk and Ramps 77,930 SF 8 Furnishing and Placing Topsoil 43,300 SY Paving Estimates II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage		4	157,500
7 Concrete Sidewalk and Ramps 77,930 SF 8 Furnishing and Placing Topsoil 43,300 SY Paving Esti II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage	ć 20.00	\$	1,827,000
8 Furnishing and Placing Topsoil 43,300 SY Paving Esti II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage	\$ 30.00	\$	779,400
Paving Esti I. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage	\$ 12.00	\$	935,160
II. Non-Paving Construction Components Item No. Item Description 9 Pavement Markings & Signage	\$ 5.00	\$	216,500
Item No. Item Description 9 Pavement Markings & Signage	imate Subtotal:	\$	4,618,360
9 Pavement Markings & Signage			
	Pct. Of Paving		Item Cost
	2%	\$	92,400
	5%	\$	231,000
11 Erosion Control	3%	\$	138,600
12 Drainage Improvements (RCP, Inlets, MH, Outfalls)	15%	\$	692,800
13 Landscaping	2%	\$	92,400
14 Illumination	3%	\$	138,600
Other Components Esti	imate Subtotal:	\$	1,385,800
III. Special Construction Components			
Item No. Item Description Notes	Allowance		Item Cost
15 Drainage Structures None	\$ -	\$	99
16 Bridge Structures None	\$ -	\$	
17 Traffic Signals None	\$ -	\$	
18 Other None	\$ -	\$	828
Special Components Esti	imate Subtotal:	\$	+
I, II, & III Constru	uction Subtotal:	\$	6,004,160
Mobilization	5%	Ś	300,300
Contingency	10%	\$	630,500
Construction Cost E	stimate Total:	\$	6,935,000
		-	
em Description Notes			

Impact Fee Cost Estimate Summar	у			
Item Description	Notes	Allowance		Item Cost
Construction		-	\$	6,935,000
Engineering/Survey/Testing		13.0%	\$	901,600
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$	** <u>**</u>
	Impact Fee Project Cost	Estimate Total	: Ś	7.836.600

2024 Roadway Impact Fee Town of Prosper

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Town of Prosper Planning Level Cost Estimate Worksheet

Legacy Dr Scarlet Dr to First St

Functional Classification:	Major Thoroughfare	No. of Lanes: 4
Length (If):	6,494	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Adding 2 lanes as Interim Ma	jor Thoroughfare

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost	Item Cost
1	Right of Way Preparation		65	STA	\$	3,000.00	\$ 195,000
2	Unclassified Street Excavation		11,600	CY	\$	30.00	\$ 348,000
3	8" Lime Stabilized Subgrade		18,800	SY	\$	8.50	\$ 159,80
4	Lime for Stabilization (48 lb/SY)		450	TON	\$	350.00	\$ 157,50
5	9" CRCP		17,400	SY	\$	105.00	\$ 1,827,00
6	Curb		6,500	LF	\$	30.00	\$ 195,00
7	Concrete Sidewalk and Ramps		38,970	SF	\$	12.00	\$ 467,64
8	Furnishing and Placing Topsoil		43,300	SY	\$	5.00	\$ 216,50
				Paving E	stima	te Subtotal:	\$ 3,566,440
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 71,40
10	Traffic Control					5%	\$ 178,40
11	Erosion Control					3%	\$ 107,00
12	Drainage Improvements (RCP, Inlets, N	1H, Outfalls)				15%	\$ 535,00
13	Landscaping					2%	\$ 71,40
14	Illumination					3%	\$ 107,000
			Other Com	ponents E	stima	te Subtotal:	\$ 1,070,200
III. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	949	\$ -
16	Bridge Structures	Minor Bridge			\$	4,788,000	\$ 4,788,000
17	Traffic Signals	None			- \$	(- (\$
18	Other	None			\$	7.25	\$ 3 <u>2</u> 3
		70.	Special Com	ponents E	stima	te Subtotal:	\$ 4,788,000
			1.11.	& III Cons	tructio	on Subtotal:	\$ 9,424,640
				lobilization		5%	\$ 471,300
				ontingenc		10%	\$ 989,600
						nate Total:	\$ 10,885,600
lmnact F	ee Cost Estimate Summary						
tem Desc		Notes			Δ	llowance	Item Cost
Construct	20.0					-	\$ 10,885,600

2024 Roadway Impact Fee Town of Prosper

Engineering/Survey/Testing

Right-of-Way Acquisition

Freese and Nichols, Inc. Updated: 11/2024

\$ \$

13.0%

1.00 \$

Impact Fee Project Cost Estimate Total: \$

Cost per sq. ft.: \$

1,415,100

12,300,700

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Town of Prosper Planning Level Cost Estimate Worksheet

Legacy Dr US 380 to First St

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	5,280	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen roadway to thoroughf	fare standard

. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost		Item Cost
1	Right of Way Preparation		53	STA	\$	3,000.00	\$	159,00
2	Unclassified Street Excavation		9,400	CY	\$	30.00	\$	282,00
3	8" Lime Stabilized Subgrade		15,300	SY	\$	8.50	\$	130,05
4	Lime for Stabilization (48 lb/SY)		370	TON	\$	350.00	\$	129,50
5	9" CRCP		14,100	SY	\$	105.00	\$	1,480,50
6	Curb		5,280	LF	\$	30.00	\$	158,40
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$	-
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$	-
				Paving I	Estima	te Subtotal:	\$	2,339,45
I. Non-Pa	ving Construction Components							
ltem No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	46,80
10	Traffic Control					5%	\$	117,00
11	Erosion Control					3%	\$	70,20
12	Drainage Improvements (RCP, Inlets, N	ИН, Outfalls)				0%	\$	_
13	Landscaping					0%	\$	-
14	Illumination					0%	\$	2
			Other Com	ponents E	stima	te Subtotal:	\$	234,00
II. Specia	Construction Components							
Item No.	Item Description	Notes			Α	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	-
16	Bridge Structures	None			\$		\$	-
17	Traffic Signals	None			\$	-	\$	-
18	Other	None			\$	7/27	\$	
			Special Com	ponents E	stima	te Subtotal:	\$	-
			1, 11,	& III Cons	tructio	on Subtotal:	\$	2,573,45
			M	obilization	n	5%	\$	128,70
			C	ontingenc	у	10%	\$	270,30
			Construc	ction Cost	Estin	nate Total:	Ś	2,972,500

Item Description	Notes		Allowance	Item Cost
Construction			525	\$ 2,972,500
Engineering/Survey/Testing			13.0%	\$ 386,400
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.	00 \$	12	\$ A

2024 Roadway Impact Fee Town of Prosper



Town of Prosper Planning Level Cost Estimate Worksheet

Legacy Dr Prosper Trl to Parvin Rd

Functional Classification:	Major Thoroughfare	No. of Lanes: 4
Length (If):	3,010	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Adding 2 lanes as Interim Ma	jor Thoroughfare

	Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit		Jnit Cost	76	Item Cost
1	Right of Way Preparation		31	STA	\$	3,000.00	\$	93,000
2	Unclassified Street Excavation		5,400	CY	\$	30.00	\$	162,000
3	8" Lime Stabilized Subgrade		8,700	SY	\$	8.50	\$	73,950
4	Lime for Stabilization (48 lb/SY)		210	TON	\$	350.00	\$	73,500
5	9" CRCP		8,100	SY	\$	105.00	\$	850,500
6	Curb		12,040	LF	\$	30.00	\$	361,200
7	Concrete Sidewalk and Ramps		36,120	SF	\$	12.00	\$	433,440
8	Furnishing and Placing Topsoil		20,100	SY	\$	5.00	\$	100,500
				Paving E	stima	te Subtotal:	\$	2,148,090
	ving Construction Components							
	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	43,000
10	Traffic Control					5%	\$	107,50
11	Erosion Control					3%	\$	64,50
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$	322,300
13	Landscaping					2%	\$	43,000
14	Illumination					3%	\$	64,500
			Other Com	ponents E	stima	te Subtotal:	\$	644,800
II. Specia	Construction Components							
ltem No.	Item Description	Notes			Α	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	(-)
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$	-	\$	-
18	Other	None			_ \$	7-25	\$	828
			Special Com	ponents E	stima	te Subtotal:	\$	+
			1, 11,	& III Cons	tructio	on Subtotal:	\$	2,792,890
			M	lobilization	n	5%	\$	139,700
			C	ontingenc	у	10%	\$	293,300
			Construc	ction Cost	Estir	nate Total:	\$	3,225,900

Item Description	Notes	Allowance	Item Cost
Construction		140	\$ 3,225,900
Engineering/Survey/Testing		13.0%	\$ 419,400
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	- S -	\$ 100

2024 Roadway Impact Fee Town of Prosper

Item 18.

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Town of Prosper Planning Level Cost Estimate Worksheet

Legacy Dr Parvin Rd to Frontier Pkwy

Functional Classification:	Major Thoroughfare	No. of Lanes: 4
Length (If):	2,482	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Adding 2 lanes as Interim Ma	jor Thoroughfare

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost	Item Cost
1	Right of Way Preparation		25	STA	\$	3,000.00	\$ 75,000
2	Unclassified Street Excavation		4,500	CY	\$	30.00	\$ 135,000
3	8" Lime Stabilized Subgrade		7,200	SY	\$	8.50	\$ 61,20
4	Lime for Stabilization (48 lb/SY)		170	TON	\$	350.00	\$ 59,50
5	9" CRCP		6,700	SY	\$	105.00	\$ 703,50
6	Curb		9,930	LF	\$	30.00	\$ 297,90
7	Concrete Sidewalk and Ramps		29,790	SF	\$	12.00	\$ 357,48
8	Furnishing and Placing Topsoil		16,500	SY	\$	5.00	\$ 82,500
				Paving I	Estima	te Subtotal:	\$ 1,772,080
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 35,50
10	Traffic Control					5%	\$ 88,70
11	Erosion Control					3%	\$ 53,20
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$ 265,90
13	Landscaping					2%	\$ 35,500
14	Illumination					3%	\$ 53,200
			Other Com	ponents E	stima	te Subtotal:	\$ 532,000
II. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	(4)	\$ -
16	Bridge Structures	None			\$	-	\$ -
17	Traffic Signals	None			\$	-	\$ -
18	Other	None			\$	1021	\$ 828
			Special Com	ponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	on Subtotal:	\$ 2,304,080
			M	lobilization	n	5%	\$ 115,300
			C	ontingenc	у	10%	\$ 242,000
			Construc	ction Cost	t Estin	nate Total:	\$ 2,661,400
	C F C		30/101141				
Impact F	ee Cost Estimate Summary						
Impact F Item Desc	ee Cost Estimate Summary	Notes			Α	llowance	Item C

Item Description	Notes	Allowance	Item Cost
Construction		525	\$ 2,661,400
Engineering/Survey/Testing		13.0%	\$ 346,000
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$ W. 2

2024 Roadway Impact Fee Town of Prosper

12

Town of Prosper Planning Level Cost Estimate Worksheet

Legacy Dr First St to Prosper Trl

Functional Classification:	Major Thoroughfare	No. of Lanes: 4
Length (If):	5,755	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Adding 2 lanes as Interim Ma	ajor Thoroughfare

cription ay Preparation d Street Excavation abilized Subgrade abilization (48 lb/SY) idewalk and Ramps and Placing Topsoil cruction Component cription Markings & Signage trol introl mprovements (RCP, In		Quantity 58 10,300 16,700 400 15,400 23,020 69,060 38,400	Unit STA CY SY TON SY LF SF SY Paving I	\$ \$ \$ \$ \$ \$ \$	Jnit Cost 3,000.00 30.00 8.50 350.00 105.00 12.00 5.00 te Subtotal: Of Paving 2% 5% 3%	\$ \$ \$	174,000 309,000 141,950 140,000 1,617,000 828,720 192,000 4,093,270 Item Cost 81,900 204,700 122,800
d Street Excavation abilized Subgrade abilization (48 lb/SY) idewalk and Ramps and Placing Topsoil cruction Component cription Markings & Signage trol ntrol mprovements (RCP, In 19		10,300 16,700 400 15,400 23,020 69,060	CY SY TON SY LF SF SY	\$ \$ \$ \$ \$ \$	30.00 8.50 350.00 105.00 30.00 12.00 5.00 te Subtotal:	\$\$\$\$\$\$\$ \$	309,000 141,950 140,000 1,617,000 690,600 828,720 192,000 4,093,270 Item Cost 81,900 204,700
abilized Subgrade abilization (48 lb/SY) idewalk and Ramps and Placing Topsoil truction Component cription Markings & Signage trol ntrol mprovements (RCP, In		16,700 400 15,400 23,020 69,060	SY TON SY LF SF SY	\$ \$ \$ \$ \$ \$	8.50 350.00 105.00 30.00 12.00 5.00 te Subtotal: . Of Paving 2% 5%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	141,95(140,000 1,617,000 690,600 828,720 192,000 4,093,270 Item Cost 81,900 204,700
abilization (48 lb/SY) idewalk and Ramps and Placing Topsoil truction Component tription Markings & Signage trol ntrol mprovements (RCP, In		400 15,400 23,020 69,060	TON SY LF SF SY	\$ \$ \$ \$ \$ Estima	350.00 105.00 30.00 12.00 5.00 te Subtotal:	\$ \$ \$ \$ \$ \$ \$ \$ \$	140,000 1,617,000 690,600 828,720 192,000 4,093,270 Item Cost 81,900 204,700
idewalk and Ramps and Placing Topsoil truction Component cription Markings & Signage trol ntrol mprovements (RCP, In		15,400 23,020 69,060	SY LF SF SY	\$ \$ \$ \$ Estima	105.00 30.00 12.00 5.00 te Subtotal:	\$ \$ \$ \$ \$	1,617,000 690,600 828,720 192,000 4,093,270 Item Cost 81,900 204,700
and Placing Topsoil cruction Component cription Markings & Signage trol ntrol mprovements (RCP, In		23,020 69,060	LF SF SY	\$ \$ \$ Estima	30.00 12.00 5.00 te Subtotal: . Of Paving 2% 5%	\$ \$ \$ \$ \$ \$ \$	690,600 828,721 192,000 4,093,270 Item Cost 81,900 204,700
and Placing Topsoil cruction Component cription Markings & Signage trol ntrol mprovements (RCP, In		69,060	SF SY	\$ \$ Estima	12.00 5.00 te Subtotal: Of Paving 2% 5%	\$ \$ \$ \$ \$ \$	828,72(192,00(4,093,27 (Item Cost 81,90(204,70(
and Placing Topsoil cruction Component cription Markings & Signage trol ntrol mprovements (RCP, In		65	SY	\$ Estima	5.00 te Subtotal: . Of Paving 2% 5%	\$ \$ \$ \$	192,000 4,093,270 Item Cost 81,900 204,700
cruction Component cription Markings & Signage trol ntrol mprovements (RCP, In		38,400		Estima	te Subtotal: Of Paving 2% 5%	\$ \$ \$	4,093,270 Item Cost 81,90 204,70
cription Markings & Signage trol ntrol mprovements (RCP, In			Paving I		Of Paving	\$ \$ \$	Item Cost 81,900 204,700
cription Markings & Signage trol ntrol mprovements (RCP, In				Pct	2% 5%	\$	81,90 204,70
Markings & Signage trol ntrol mprovements (RCP, In	nlets, MH, Outfalls)			Pct	2% 5%	\$	81,900 204,700
trol ntrol mprovements (RCP, In ng	nlets, MH, Outfalls)				5%	\$	204,70
trol ntrol mprovements (RCP, In ng	nlets, MH, Outfalls)				77.TS.S.S	\$	
mprovements (RCP, In	nlets, MH, Outfalls)				3%		122,80
ng	nlets, MH, Outfalls)						
*					15%	\$	614,00
					2%	\$	81,90
n					3%	\$	122,80
		Other Con	nponents E	stima	te Subtotal:	\$	1,228,100
tion Components							
ription	Notes			Α	llowance		Item Cost
tructures	None			\$	949	\$	5 E
ictures	None			- \$		\$	-
nals	None			- \$	-	\$	-
	None			- \$	828	\$	828
		Special Cor	nponents E	stima	te Subtotal:	\$	-
		1, 11	, & III Cons	tructio	on Subtotal:	\$	5,321,370
		N	Aobilizatio	n	5%	Ś	266,100
		c	Contingenc	y	10%	\$	558,800
		Constru	ction Cost	t Estin	nate Total:	\$	6,146,300
			I, II M	I, II, & III Cons Mobilizatio Contingenc Construction Cos	I, II, & III Construction Mobilization Contingency	Contingency 10% Construction Cost Estimate Total:	I, II, & III Construction Subtotal: \$ Mobilization 5% \$ Contingency 10% \$

Item Description	Notes	Allowance	Item Cost
Construction		525	\$ 6,146,300
Engineering/Survey/Testing		13.0%	\$ 799,000
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$ W-2

2024 Roadway Impact Fee Town of Prosper

13

Town of Prosper Planning Level Cost Estimate Worksheet

New Road A US 380 to First St

Functional Classification:	Local Collector	No. of Lanes: 2
Length (If):	5,333	
Right-of-Way Width (ft.):	60	
Median Type:	None	
Pavement Width (BOC to BOC):	24	
Description:	Construct new roadway to	thoroughfare standard

	Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit		Init Cost	Item Cost
1	Right of Way Preparation		54	STA	\$	3,000.00	\$ 162,00
2	Unclassified Street Excavation		9,500	CY	\$	30.00	\$ 285,00
3	8" Lime Stabilized Subgrade		15,500	SY	\$	8.50	\$ 131,75
4	Lime for Stabilization (48 lb/SY)		370	TON	\$	350.00	\$ 129,50
5	9" CRCP		14,300	SY	\$	105.00	\$ 1,501,50
6	Curb		10,670	LF	\$	30.00	\$ 320,10
7	Concrete Sidewalk and Ramps		53,330	SF	\$	12.00	\$ 639,96
8	Furnishing and Placing Topsoil		8,300	SY	\$	5.00	\$ 41,50
				Paving E	stima	te Subtotal:	\$ 3,211,31
I. Non-Pa	aving Construction Components						
ltem No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 64,30
10	Traffic Control					5%	\$ 160,60
11	Erosion Control					3%	\$ 96,40
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$ 481,70
13	Landscaping					2%	\$ 64,30
14	Illumination					3%	\$ 96,40
			Other Con	nponents E	stimat	te Subtotal:	\$ 963,70
II. Specia	l Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	949	\$ -
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$	-	\$ -
18	Other	None			\$	7925	\$ 828
			Special Con	nponents E	stimat	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	n Subtotal:	\$ 4,175,01
			N	obilization	1	5%	\$ 208,80
			c	ontingenc	v	10%	\$ 438,40
					_	nate Total:	\$ 4,822,300

Impact Fee Cost Estimate Summar	У			
Item Description	Notes	Allowance		Item Cost
Construction		520	\$	4,822,300
Engineering/Survey/Testing		13.0%	\$	626,900
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$	~
	Impact Fee Project Cost I	Estimate Total:	Ś	5,449,200

2024 Roadway Impact Fee Town of Prosper

No. of Lanes: 4

Town of Prosper

14

Roadway Information:

Functional Classification:

Town of Prosper Planning Level Cost Estimate Worksheet

Parvin Rd

FM 1385 to 0.61 mi W of Legacy Drive

Major Thoroughfare

	Length (If): Right-of-Way Width (ft.): Median Type: Pavement Width (BOC to BOC):	14,995 120 Raised 24	lanes as Interim	Major Tho		ioro	-	
	Description:	Adding 2	ianes as interim	iviajor mo	rougni	are		
and the second	y Construction Cost Estimate:							
•	Construction Cost Estimate Item Description		Quantity	Unit	- 11	nit Cost		Item Cost
1	Right of Way Preparation		150	STA	\$	3,000.00	\$	450,000
2	Unclassified Street Excavation		26,700	CY		30.00	\$	
3					\$		\$	801,000
7,750	8" Lime Stabilized Subgrade		43,400	SY	\$	8.50	500	368,900
4	Lime for Stabilization (48 lb/SY)		1,040	TON	\$	350.00	\$	364,000
5	9" CRCP		40,000	SY	\$	105.00	\$	4,200,000
6	Curb		59,980	LF	\$	30.00	\$	1,799,400
7	Concrete Sidewalk and Ramps		179,940	SF	\$	12.00	\$	2,159,280
8	Furnishing and Placing Topsoil		100,000	SY	\$	5.00	\$	500,000
				Paving E	stimat	e Subtotal:	\$	10,642,580
II. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct.	Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	212,900
10	Traffic Control					5%	\$	532,200
11	Erosion Control					3%	\$	319,300
12	Drainage Improvements (RCP, Inlets, M	IH, Outfalls)				15%	\$	1,596,400
13	Landscaping					2%	\$	212,900
14	Illumination					3%	\$	319,300
			Other Com	ponents E	stimat	e Subtotal:	\$	3,193,000
III. Snecia	l Construction Components			ž.				
	Item Description	Notes			All	lowance		Item Cost
15	Drainage Structures	None			\$	owance	\$	item cost
16	Bridge Structures	None			- 2		\$	
17	Traffic Signals	None			- š	255	\$	151
18	Other	None			- 2	725	Ś	
10	Other	IVOITE	Special Com	ponents E	stimat	e Subtotal:	\$	-
								12 025 50/
							\$	13,835,580
				obilization		5%	\$	691,800
				ontingency		10%	\$	1,452,800
			Construc	tion Cost	Estim	ate Total:	>	15,980,200
	ee Cost Estimate Summary							
Item Desc	cription	Notes			All	lowance		Item Cost
Construct	ion	12				-	\$	15,980,200
	In the state of				-	10.00/		

2024 Roadway Impact Fee Town of Prosper

Engineering/Survey/Testing

Right-of-Way Acquisition

Freese and Nichols, Inc. Updated: 11/2024

2,077,400

18,057,600

13.0%

1.00 \$

Impact Fee Project Cost Estimate Total: \$

Cost per sq. ft.: \$

15

Town of Prosper Planning Level Cost Estimate Worksheet

Frontier Pkwy Legacy Dr to DNT

Functional Classification:	Major Thoroughfare	No. of Lanes: 4
Length (If):	5,702	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Adding 2 lanes as Interim Ma	jor Thoroughfare

. Paving C	Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost		Item Cost
1	Right of Way Preparation		58	STA	\$	3,000.00	\$	174,000
2	Unclassified Street Excavation		10,200	CY	\$	30.00	\$	306,000
3	8" Lime Stabilized Subgrade		16,500	SY	\$	8.50	\$	140,25
4	Lime for Stabilization (48 lb/SY)		400	TON	\$	350.00	\$	140,00
5	9" CRCP		15,300	SY	\$	105.00	\$	1,606,50
6	Curb		11,410	LF	\$	30.00	\$	342,30
7	Concrete Sidewalk and Ramps		68,430	SF	\$	12.00	\$	821,16
8	Furnishing and Placing Topsoil		38,000	SY	\$	5.00	\$	190,000
				Paving E	stima	te Subtotal:	\$	3,720,210
I. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	74,50
10	Traffic Control					5%	\$	186,10
11	Erosion Control					3%	\$	111,70
12	Drainage Improvements (RCP, Inlets	s, MH, Outfalls)				15%	\$	558,10
13	Landscaping					2%	\$	74,50
14	Illumination					3%	\$	111,70
			Other Com	ponents E	stima	te Subtotal:	\$	1,116,600
III. Special	Construction Components							
Item No.	Item Description	Notes			Α	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	-
16	Bridge Structures	Minor Bridge			\$	1,915,200	\$	1,915,20
17	Traffic Signals	None			\$	-	\$	-
18	Other	None			\$	828	\$	828
			Special Com	ponents E	stima	te Subtotal:	\$	1,915,200
			1.10	& III Cons	tructio	on Subtotal:	\$	6,752,010
				obilization		5%	\$	337,700
			937	ontingenc		10%	\$	709,000
						nate Total:	\$	7,798,800
With the contribution			CONSTRUC	ction cost	LJCII	ilute rotui.	7	7,750,000
	ee Cost Estimate Summary	Neter						Itam Cast
tem Desc		Notes			А	llowance		Item Cost
Constructi	\$745	(4)			_	13.0%	\$	7,798,800
	ng/Survey/Testing							1,013,800

2024 Roadway Impact Fee Town of Prosper

Freese and Nichols, Inc. Updated: 11/2024

8,812,600

Impact Fee Project Cost Estimate Total: \$

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Town of Prosper Planning Level Cost Estimate Worksheet

Frontier Pkwy DNT to BNSF RR

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	5,702	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to the	noroughfare standard

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	U	Init Cost	Item Cost
1	Right of Way Preparation		58	STA	\$	3,000.00	\$ 174,00
2	Unclassified Street Excavation		10,200	CY	\$	30.00	\$ 306,00
3	8" Lime Stabilized Subgrade		16,500	SY	\$	8.50	\$ 140,25
4	Lime for Stabilization (48 lb/SY)		400	TON	\$	350.00	\$ 140,00
5	9" CRCP		15,300	SY	\$	105.00	\$ 1,606,50
6	Curb		11,410	LF	\$	30.00	\$ 342,30
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$ -
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$ -
				Paving E	Estimat	te Subtotal:	\$ 2,709,05
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct.	Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 54,20
10	Traffic Control					5%	\$ 135,50
11	Erosion Control					3%	\$ 81,30
12	Drainage Improvements (RCP, Inlets, Mi	H, Outfalls)				0%	\$ _
13	Landscaping					0%	\$
14	Illumination					0%	\$ -
			Other Com	ponents E	stimat	e Subtotal:	\$ 271,00
	l Construction Components						
Item No.	Item Description	Notes			A	llowance	Item Cost
15	Drainage Structures	None			\$	940	\$ -
16	Bridge Structures	None			\$		\$ -
17	Traffic Signals	None			\$	-	\$ -
18	Other	None	/#G====		\$	1/21	\$ -
			Special Con	ponents E	stimat	e Subtotal:	\$ -
			1, 11,	& III Cons	tructio	n Subtotal:	\$ 2,980,05
			M	lobilizatio	n	5%	\$ 149,10
				ontingenc		10%	\$ 313,00
			Construc	ction Cost	Estin	nate Total:	\$ 3,442,200

Item Description	Notes	Allowance	Item Cost
Construction		120	\$ 3,442,200
Engineering/Survey/Testing		13.0%	\$ 447,500
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	5 \$ -	\$ W ₂

2024 Roadway Impact Fee Town of Prosper



Town of Prosper Planning Level Cost Estimate Worksheet

Mahard Pkwy

Prairie Dr to 500 N of Prairie Dr

Functional Classification:	Major Thoroughfare	No. of Lanes: 4
Length (If):	528	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Adding 2 lanes as Interim Ma	jor Thoroughfare

. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	Ur	it Cost	Item Cost
1	Right of Way Preparation		6	STA	\$	3,000.00	\$ 18,00
2	Unclassified Street Excavation		1,000	CY	\$	30.00	\$ 30,00
3	8" Lime Stabilized Subgrade		1,600	SY	\$	8.50	\$ 13,60
4	Lime for Stabilization (48 lb/SY)		40	TON	\$	350.00	\$ 14,00
5	9" CRCP		1,500	SY	\$	105.00	\$ 157,50
6	Curb		2,120	LF	\$	30.00	\$ 63,60
7	Concrete Sidewalk and Ramps		6,340	SF	\$	12.00	\$ 76,08
8	Furnishing and Placing Topsoil		3,500	SY	\$	5.00	\$ 17,50
				Paving E	stimate	Subtotal:	\$ 390,28
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct.	Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 7,90
10	Traffic Control					5%	\$ 19,60
11	Erosion Control					3%	\$ 11,80
12	Drainage Improvements (RCP, Inlets, MH	, Outfalls)				15%	\$ 58,60
13	Landscaping					2%	\$ 7,90
14	Illumination					3%	\$ 11,80
			Other Com	ponents E	stimate	Subtotal:	\$ 117,60
II. Specia	Construction Components						
Item No.	Item Description	Notes			Alle	owance	Item Cost
15	Drainage Structures	None			\$	949	\$ -
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$		\$ -
18	Other	None			\$	7027	\$ 828
		7	Special Con	ponents E	stimate	Subtotal:	\$ -
			1, 11,	& III Cons	truction	Subtotal:	\$ 507,88
				obilization		5%	\$ 25,40
				ontingency		10%	\$ 53,40
				ction Cost			\$ 586,70

Item Description	Notes	Allowance	Item Cost
Construction		120	\$ 586,700
Engineering/Survey/Testing		13.0%	\$ 76,300
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	0 \$ -	\$ 72

2024 Roadway Impact Fee Town of Prosper



Town of Prosper Planning Level Cost Estimate Worksheet

Mahard Pkwy

500 N of Prairie Dr to Lovers Lane

Functional Classification:	Major Thoroughfare		N	lo. of Lanes:	4	
Length (If):	686					
Right-of-Way Width (ft.):	120					
Median Type:	Raised					
Pavement Width (BOC to BOC):	48					
Description:	Construct new roadway a	s Interim	Majo	r Thoroughfar	e	
padway Construction Cost Estimate:						
Paving Construction Cost Estimate						
em No. Item Description	Quantity	Unit		Unit Cost		Item Cost
1 Pight of Way Propagation		STA	1	3 000 00	d	21.00

. I dville v	Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost	Item Cost
1	Right of Way Preparation		7	STA	\$	3,000.00	\$ 21,000
2	Unclassified Street Excavation		2,500	CY	\$	30.00	\$ 75,000
3	8" Lime Stabilized Subgrade		3,900	SY	\$	8.50	\$ 33,150
4	Lime for Stabilization (48 lb/SY)		90	TON	\$	350.00	\$ 31,500
5	9" CRCP		3,700	SY	\$	105.00	\$ 388,500
6	Curb		1,380	LF	\$	30.00	\$ 41,400
7	Concrete Sidewalk and Ramps		8,240	SF	\$	12.00	\$ 98,880
8	Furnishing and Placing Topsoil		4,600	SY	\$	5.00	\$ 23,000
				Paving I	stima	te Subtotal:	\$ 712,430
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 14,30
10	Traffic Control					5%	\$ 35,70
11	Erosion Control					3%	\$ 21,40
12	Drainage Improvements (RCP, Inlets, MH,	Outfalls)				15%	\$ 106,90
13	Landscaping					2%	\$ 14,30
14	Illumination					3%	\$ 21,40
			Other Con	ponents E	stima	te Subtotal:	\$ 214,000
II. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	1-0	\$ -
16	Bridge Structures	None			- \$		\$
17	Traffic Signals	None			- \$	S#6	\$
18	Other	None			- \$	725	\$ 2
		72	Special Con	ponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	on Subtotal:	\$ 926,430
				lobilizatio		5%	\$ 46,400
			c	ontingenc	v	10%	\$ 97,300
						nate Total:	\$ 1,070,200

Item Description	Notes	Allowance	Item Cost
Construction		-	\$ 1,070,200
Engineering/Survey/Testing		13.0%	\$ 139,100
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$

2024 Roadway Impact Fee Town of Prosper



Roadway Information:

Town of Prosper Planning Level Cost Estimate Worksheet

Prosper Trl

Teel Pkwy to 2550' E of Teel Pkwy

	Functional Classification:	Minor The	oroughfare		No	o. of Lanes:	4	
	Length (If):	4,066						
	Right-of-Way Width (ft.):	90						
	Median Type:	Raised						
	Pavement Width (BOC to BOC):	24						
	Description:		isting roadway t	o thorough	fares	tandard		
	Description.	Wideli ex	isting roddway	o thorough	iidi e s	rtarraara		
Roadway	y Construction Cost Estimate:							
I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	L	Jnit Cost		Item Cost
1	Right of Way Preparation		41	STA	\$	3,000.00	\$	123,000
2	Unclassified Street Excavation		7,300	CY	\$	30.00	\$	219,000
3	8" Lime Stabilized Subgrade		11,800	SY	\$	8.50	\$	100,300
4	Lime for Stabilization (48 lb/SY)		280	TON	\$	350.00	\$	98,000
5	9" CRCP		10,900	SY	\$	105.00	\$	1,144,500
6	Curb		16,270	LF	\$	30.00	\$	488,100
7	Concrete Sidewalk and Ramps		48,800	SF	\$	12.00	\$	585,600
8	Furnishing and Placing Topsoil		13,600	SY	\$	5.00	\$	68,000
				Paving Es	stima	te Subtotal:	\$	2,826,500
II. Non-Pa	iving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	56,600
10	Traffic Control					5%	\$	141,400
11	Erosion Control					3%	\$	84,800
12	Drainage Improvements (RCP, Inlets, M	H, Outfalls)				15%	\$	424,000
13	Landscaping					2%	\$	56,600
14	Illumination					3%	\$	84,800
			Other Com	ponents Es	stimat	te Subtotal:	\$	848,200
III. Specia	l Construction Components							
Item No.	Item Description	Notes			Α	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	(5)
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$	(- (\$	
18	Other	None			\$	7.25	\$	828
			Special Com	ponents Es	stimat	te Subtotal:	\$	-
			1, 11,	& III Const	ructio	on Subtotal:	\$	3,674,700
			M	lobilization		5%	\$	183,800
			c	ontingency	e e	10%	\$	385,900
			Construc	ction Cost	Estin	nate Total:	\$	4,244,400
Impact F	ee Cost Estimate Summary							
Item Desc		Notes			A	llowance		Item Cost
Construct	(1) (•) (·) (·) (·) (·)					-	\$	4,244,400
	ng/Survey/Testing				_	13.0%	\$	551,800
							~	552,000

2024 Roadway Impact Fee Town of Prosper

Right-of-Way Acquisition

Freese and Nichols, Inc. Updated: 11/2024

4,796,200

1.00 \$

Impact Fee Project Cost Estimate Total: \$

Cost per sq. ft.: \$



Town of Prosper Planning Level Cost Estimate Worksheet

Prosper Trl

1,617' E of Teel Pkwy to 3,149' E of Teel Pkwy

	Functional Classification:	Minor Thoroughfare		N	lo. of Lanes:	4	
	Length (If):	1,531					
	Right-of-Way Width (ft.):	90					
	Median Type:	Raised					
	Pavement Width (BOC to BOC):	24					
	Description:	Widen existing roadway t	o thoroug	hfare	standard		
	Description.	wideli existing roadway t	o thoroug	illare	Staridard		
loadwa	y Construction Cost Estimate:	Widen existing roadway to	o thoroug	mare	Standard		
STREET, STREET		Widen existing roadway to	o thoroug	mare	Stalldard		
Paving	y Construction Cost Estimate:	Quantity	Unit		Unit Cost		Item Cost
Paving	y Construction Cost Estimate: Construction Cost Estimate					\$	Item Cost 48,00

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost	Item Cost
1	Right of Way Preparation		16	STA	\$	3,000.00	\$ 48,000
2	Unclassified Street Excavation		2,800	CY	\$	30.00	\$ 84,000
3	8" Lime Stabilized Subgrade		4,500	SY	\$	8.50	\$ 38,250
4	Lime for Stabilization (48 lb/SY)		110	TON	\$	350.00	\$ 38,500
5	9" CRCP		4,100	SY	\$	105.00	\$ 430,500
6	Curb		6,130	LF	\$	30.00	\$ 183,900
7	Concrete Sidewalk and Ramps		18,380	SF	\$	12.00	\$ 220,560
8	Furnishing and Placing Topsoil		5,100	SY	\$	5.00	\$ 25,500
				Paving E	stima	te Subtotal:	\$ 1,069,210
II. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 21,400
10	Traffic Control					5%	\$ 53,500
11	Erosion Control					3%	\$ 32,100
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$ 160,400
13	Landscaping					2%	\$ 21,400
14	Illumination					3%	\$ 32,100
			Other Com	ponents E	stima	te Subtotal:	\$ 320,900
III. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	(2)	\$ -
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$	(- (\$
18	Other	None			\$	7.25	\$ 828
			Special Com	ponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	on Subtotal:	\$ 1,390,110
			M	lobilization	1	5%	\$ 69,600
			c	ontingenc	y	10%	\$ 146,000
			Constru	rtion Cost	Estin	nate Total:	\$ 1.605.800

Item Description	Notes			Allowance	Item Cost
Construction	141			-	\$ 1,605,800
Engineering/Survey/Testing				13.0%	\$ 208,800
Right-of-Way Acquisition		Cost per sq. ft.: \$	1.00	· \$ -	\$ 100

2024 Roadway Impact Fee Town of Prosper



Town of ProsperPlanning Level Cost Estimate Worksheet

Prosper Trl

3029' E of Teel Pkwy to Legacy Dr

	Functional Classification:	Minor The						
		TVIIIIOI IIII	oroughfare		N	o. of Lanes:	4	
	Length (If):	1,584						
	Right-of-Way Width (ft.):	90						
	Median Type:	Raised						
	Pavement Width (BOC to BOC):	24						
	Description:	Widen ex	isting roadway t	o thoroug	hfare	standard		
-N &			8					
The second second	Construction Cost Estimate:							
	Construction Cost Estimate Item Description		Quantity	Unit		Unit Cost		Item Cost
1	Right of Way Preparation		16	STA	\$	3,000.00	\$	48,000
2	Unclassified Street Excavation		2,900	CY		30.00	\$	87,000
3	8" Lime Stabilized Subgrade			SY	\$	8.50	\$	39,100
4	Lime for Stabilization (48 lb/SY)		4,600 110	TON	\$	350.00	\$	38,500
5	9" CRCP		4,300	SY	\$	105.00	\$	
6	Curb		3,170	LF	\$	30.00	\$	451,500 95,100
7	Concrete Sidewalk and Ramps		19,010	SF	\$	12.00	\$	228,120
8	Furnishing and Placing Topsoil		5,300	SY	\$	5.00	\$	26,500
0	Furnishing and Placing Topson		3,300	The second second		ate Subtotal:	-20	1,013,820
I. Non-Pa	ving Construction Components							
	Item Description				Pc	t. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	20,300
10	Traffic Control					5%	\$	50,700
11	Erosion Control					3%	\$	30,500
12	Drainage Improvements (RCP, Inlets, M	H, Outfalls)				15%	\$	152,100
13	Landscaping					2%	\$	20,300
14	Illumination					3%	\$	30,500
			Other Com	ponents E	stima	ate Subtotal:	\$	304,400
	Construction Components							
Item No.	Item Description	Notes			16.50	Allowance		Item Cost
15	Drainage Structures	None			_ \$	(*)	\$	-
16	Bridge Structures	None			_ \$		\$	
17	Traffic Signals	None			_ \$	(-	\$	(*)
18	Other	None			_ \$	7.20	\$	
			Special Com	ponents E	stima	ate Subtotal:	\$	+
						ion Subtotal:	\$	1,318,220
				obilization		5%	\$	66,000
				ontingency		10%	\$	138,500
			Construc	tion Cost	Esti	mate Total:	\$	1,522,800
	ee Cost Estimate Summary							
tem Desc		Notes			,	Allowance	82	Item Cost
Constructi	on					-	\$	1,522,800
	ng/Survey/Testing	_			_	13.0%	\$	198,000

Cost per sq. ft.: \$ 1.00 \$

Impact Fee Project Cost Estimate Total: \$

2024 Roadway Impact Fee Town of Prosper

Right-of-Way Acquisition

Freese and Nichols, Inc. Updated: 11/2024

1,720,800

Item 18.

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Town of Prosper Planning Level Cost Estimate Worksheet

Prosper Trl Legacy Dr to DNT

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	5,755	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to the	noroughfare standard

	Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	, L	Jnit Cost	Item Cost
1	Right of Way Preparation		58	STA	\$	3,000.00	\$ 174,000
2	Unclassified Street Excavation		10,300	CY	\$	30.00	\$ 309,000
3	8" Lime Stabilized Subgrade		16,700	SY	\$	8.50	\$ 141,950
4	Lime for Stabilization (48 lb/SY)		400	TON	\$	350.00	\$ 140,00
5	9" CRCP		15,400	SY	\$	105.00	\$ 1,617,00
6	Curb		11,510	LF	\$	30.00	\$ 345,30
7	Concrete Sidewalk and Ramps		24,000	SF	\$	12.00	\$ 288,00
8	Furnishing and Placing Topsoil		6,700	SY	\$	5.00	\$ 33,50
				Paving I	stima	te Subtotal:	\$ 3,048,750
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 61,00
10	Traffic Control					5%	\$ 152,50
11	Erosion Control					3%	\$ 91,50
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$ 457,40
13	Landscaping					2%	\$ 61,00
14	Illumination					3%	\$ 91,50
			Other Com	ponents E	stima	te Subtotal:	\$ 914,900
II. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	(4)	\$ -
16	Bridge Structures	None			\$	-	\$
17	Traffic Signals	None			\$	-	\$ -
18	Other	None			\$	7.25	\$ 828
			Special Com	ponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	on Subtotal:	\$ 3,963,65
			M	obilization	n	5%	\$ 198,200
			Co	ontingenc	у	10%	\$ 416,200
			Construc	tion Cost	Estin	nate Total:	\$ 4,578,100

Impact Fee Cost Estimate Summar	у			
Item Description	Notes	Allowance		Item Cost
Construction		525	\$	4,578,100
Engineering/Survey/Testing		13.0%	\$	595,200
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$	*** ₂
	Impact Fee Project Cost I	Estimate Total:	Ś	5.173.300

2024 Roadway Impact Fee Town of Prosper



Town of ProsperPlanning Level Cost Estimate Worksheet

First St Stuber E.S. to DNT

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	7,445	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to the	noroughfare standard

scription Way Preparation led Street Excavation tabilized Subgrade Stabilization (48 lb/SY) Sidewalk and Ramps g and Placing Topsoil struction Componen scription t Markings & Signage entrol control Improvements (RCP, In		Quantity 75 13,300 21,600 520 19,900 29,780 89,340 24,800	Unit STA CY SY TON SY LF SF SY Paving I	\$ \$ \$ \$ \$ \$ \$	Jnit Cost 3,000.00 30.00 8.50 350.00 105.00 12.00 5.00 te Subtotal: Of Paving 2% 5% 3%	\$ \$ \$	1tem Cost 225,000 399,000 183,600 182,000 2,089,500 893,400 1,072,080 124,000 5,168,580 Item Cost 103,400 258,500 155,100
ied Street Excavation tabilized Subgrade Stabilization (48 lb/SY) Sidewalk and Ramps g and Placing Topsoil struction Componen scription t Markings & Signage ontrol Improvements (RCP, In		13,300 21,600 520 19,900 29,780 89,340	CY SY TON SY LF SF SY	\$ \$ \$ \$ \$ \$	30.00 8.50 350.00 105.00 30.00 12.00 5.00 te Subtotal:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	399,000 183,600 182,000 2,089,500 893,400 1,072,080 124,000 5,168,580 Item Cost 103,400 258,500
tabilized Subgrade Stabilization (48 lb/SY) Sidewalk and Ramps g and Placing Topsoil struction Componen scription t Markings & Signage ontrol lontrol Improvements (RCP, In		21,600 520 19,900 29,780 89,340	SY TON SY LF SF SY	\$ \$ \$ \$ \$ \$	8.50 350.00 105.00 30.00 12.00 5.00 te Subtotal: . Of Paving 2% 5%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	183,600 182,000 2,089,500 893,400 1,072,080 124,000 5,168,580 Item Cost 103,400 258,500
Stabilization (48 lb/SY) Sidewalk and Ramps g and Placing Topsoil struction Componen scription t Markings & Signage sontrol control Improvements (RCP, In ing		520 19,900 29,780 89,340	TON SY LF SF SY	\$ \$ \$ \$ \$ Stima	350.00 105.00 30.00 12.00 5.00 te Subtotal:	\$ \$ \$ \$ \$ \$ \$ \$	182,000 2,089,500 893,400 1,072,080 124,000 5,168,580 Item Cost 103,400 258,500
Sidewalk and Ramps g and Placing Topsoil struction Componen scription t Markings & Signage sontrol control Improvements (RCP, Ining		19,900 29,780 89,340	SY LF SF SY	\$ \$ \$ \$ Estima	105.00 30.00 12.00 5.00 te Subtotal:	\$ \$ \$ \$ \$ \$ \$ \$	2,089,500 893,400 1,072,080 124,000 5,168,580 Item Cost 103,400 258,500
g and Placing Topsoil struction Componen scription t Markings & Signage entrol control Improvements (RCP, In		29,780 89,340	LF SF SY	\$ \$ \$ Stima	30.00 12.00 5.00 te Subtotal: . Of Paving 2% 5%	\$ \$ \$ \$ \$ \$ \$	893,40 1,072,08 124,00 5,168,58 Item Cost 103,40 258,50
g and Placing Topsoil struction Componen scription t Markings & Signage entrol control Improvements (RCP, In		89,340	SF SY	\$ \$ Stima	12.00 5.00 te Subtotal: Of Paving 2% 5%	\$ \$ \$ \$ \$ \$	1,072,08 124,00 5,168,58 Item Cost 103,40 258,50
g and Placing Topsoil struction Componen scription t Markings & Signage entrol control Improvements (RCP, In		- 100	SY	\$ Estima	5.00 te Subtotal: . Of Paving 2% 5%	\$ \$ \$ \$	124,000 5,168,580 Item Cost 103,40 258,500
struction Componen scription t Markings & Signage entrol control Improvements (RCP, In		24,800		stima	te Subtotal: Of Paving 2% 5%	\$ \$ \$ \$	5,168,586 Item Cost 103,40 258,50
scription t Markings & Signage Introl Improvements (RCP, In Ing			Paving E		Of Paving	\$ \$ \$	Item Cost 103,40 258,50
scription t Markings & Signage Introl Improvements (RCP, In Ing				Pct	2% 5%	\$	103,40 258,50
t Markings & Signage entrol control Improvements (RCP, In ing	nlets, MH, Outfalls)			Pct	2% 5%	\$	103,40 258,50
ontrol control Improvements (RCP, In ing	nlets, MH, Outfalls)				5%	\$	258,50
ontrol Improvements (RCP, In ing	nlets, MH, Outfalls)				77.TS.S.S	\$	
Improvements (RCP, In	nlets, MH, Outfalls)				3%		155,10
ing	nlets, MH, Outfalls)					52	
					15%	\$	775,30
					2%	\$	103,40
ion					3%	\$	155,10
		Other Cor	nponents E	stimat	te Subtotal:	\$	1,550,800
ction Components							
scription	Notes			Α	llowance		Item Cost
Structures	None			\$	949	\$	5 E
ructures	None			\$	-	\$	
gnals	None			\$		\$	
	None			\$	7925	\$	121
		Special Cor	nponents E	stima	te Subtotal:	\$	*
		1, 11	, & III Cons	tructio	on Subtotal:	\$	6,719,38
			Aobilization	1	5%	Ś	336,00
		Č	Contingency	v	10%	\$	705,60
		Constru	ction Cost	Estin	nate Total:	\$	7,761,000
			i, ii M	I, II, & III Cons Mobilization Contingence	I, II, & III Construction Mobilization Contingency		I, II, & III Construction Subtotal: \$ Mobilization 5% \$ Contingency 10% \$

 Impact Fee Cost Estimate Summary

 Item Description
 Notes
 Allowance
 Item Cost

 Construction
 \$ 7,761,000

 Engineering/Survey/Testing
 13.0%
 \$ 1,008,900

 Right-of-Way Acquisition
 Cost per sq. ft.: \$ 1.00
 \$ \$

 Impact Fee Project Cost Estimate Total: \$ 8,769,900

2024 Roadway Impact Fee Town of Prosper

Town of Prosper Planning Level Cost Estimate Worksheet

First St DNT to BNSF RR

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	3,590	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to th	noroughfare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit		Jnit Cost		Item Cost
1	Right of Way Preparation		36	STA	\$	3,000.00	\$	108,000
2	Unclassified Street Excavation		6,400	CY	\$	30.00	\$	192,000
3	8" Lime Stabilized Subgrade		10,400	SY	\$	8.50	\$	88,40
4	Lime for Stabilization (48 lb/SY)		250	TON	\$	350.00	\$	87,50
5	9" CRCP		9,600	SY	\$	105.00	\$	1,008,00
6	Curb		14,360	LF	\$	30.00	\$	430,80
7	Concrete Sidewalk and Ramps		43,080	SF	\$	12.00	\$	516,96
8	Furnishing and Placing Topsoil		12,000	SY	\$	5.00	\$	60,000
				Paving E	stima	te Subtotal:	\$	2,491,660
II. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	49,90
10	Traffic Control					5%	\$	124,60
11	Erosion Control					3%	\$	74,80
12	Drainage Improvements (RCP, Inlets, MI	H, Outfalls)				15%	\$	373,80
13	Landscaping					2%	\$	49,90
14	Illumination					3%	\$	74,80
			Other Com	ponents E	stima	te Subtotal:	\$	747,800
III. Specia	l Construction Components							
Item No.	Item Description	Notes			А	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	199
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$		\$	-
18	Other	None			\$	7.25	\$	828
			Special Com	ponents E	stima	te Subtotal:	\$	-
			1. 11.	& III Cons	tructio	on Subtotal:	\$	3,239,46
				obilization		5%	Ś	162,00
				ontingenc		10%	\$	340,20
						nate Total:	Ś	3,741,700

Item Description	Notes			Α	llowance	Item Cost
Construction					-	\$ 3,741,700
Engineering/Survey/Testing					13.0%	\$ 486,400
Right-of-Way Acquisition	Cos	st per sq. ft.: \$	1.00	\$	22	\$ W ₂

2024 Roadway Impact Fee Town of Prosper

Town of Prosper Planning Level Cost Estimate Worksheet

Prairie Dr

Teel Pkwy to 290 ft W of Waters Edge Way

Functional Classification:	Minor Thoroughfare		No. of Lanes:	4
Length (If):	2,746			
Right-of-Way Width (ft.):	90			
Median Type:	Raised			
Pavement Width (BOC to BOC):	48			
Description:	Construct new roadway to	thoroughf	fare standard	
dway Construction Cost Estimate:				
ring Construction Cost Estimate				

. Paving C	Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost	Item Cost
1	Right of Way Preparation		28	STA	\$	3,000.00	\$ 84,000
2	Unclassified Street Excavation		9,800	CY	\$	30.00	\$ 294,000
3	8" Lime Stabilized Subgrade		15,300	SY	\$	8.50	\$ 130,050
4	Lime for Stabilization (48 lb/SY)		370	TON	\$	350.00	\$ 129,500
5	9" CRCP		14,700	SY	\$	105.00	\$ 1,543,500
6	Curb		10,990	LF	\$	30.00	\$ 329,700
7	Concrete Sidewalk and Ramps		32,960	SF	\$	12.00	\$ 395,520
8	Furnishing and Placing Topsoil		9,200	SY	\$	5.00	\$ 46,000
				Paving I	stima	te Subtotal:	\$ 2,952,270
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 59,10
10	Traffic Control					5%	\$ 147,70
11	Erosion Control					3%	\$ 88,600
12	Drainage Improvements (RCP, Inlets, MF	I, Outfalls)				15%	\$ 442,90
13	Landscaping					2%	\$ 59,10
14	Illumination					3%	\$ 88,600
			Other Com	ponents E	stima	te Subtotal:	\$ 886,000
II. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	140	\$ -
16	Bridge Structures	None			- \$		\$
17	Traffic Signals	None			- \$	8+8	\$ -
18	Other	None			- \$	725	\$ 323
		72	Special Com	ponents E	stima	te Subtotal:	\$ *
			1, 11,	& III Cons	tructio	on Subtotal:	\$ 3,838,270
				lobilizatio		5%	\$ 192,000
			c	ontingenc	v	10%	\$ 403,100
				ction Cost			\$ 4,433,400

Item Description	Notes	Allowance	Item Cost
Construction		-	\$ 4,433,400
Engineering/Survey/Testing		13.0%	\$ 576,300
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	5 -	\$ 100

2024 Roadway Impact Fee Town of Prosper

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Town of Prosper Planning Level Cost Estimate Worksheet

Shawnee Trl

Lovers Lane to Star Trace Pkwy

	Functional Classification:	Minor Thoroughfare		No	o. of Lanes:	4	
	Length (If):	4,646					
	Right-of-Way Width (ft.):	90					
	Median Type:	Raised					
	Pavement Width (BOC to BOC):	48					
	Description:	Construct new roadway t	o thoroug	hfare s	standard		
SHEET STREET,	Construction Cost Estimate:						
. Paving (Construction Cost Estimate						
tem No.	Item Description	Quantity	Unit	ı	Jnit Cost		Item Cost
1	Right of Way Preparation	47	STA	\$	3,000.00	\$	141,000
2	Unclassified Street Excavation	16,600	CY	\$	30.00	\$	498,000

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost	Item Cost
1	Right of Way Preparation		47	STA	\$	3,000.00	\$ 141,000
2	Unclassified Street Excavation		16,600	CY	\$	30.00	\$ 498,000
3	8" Lime Stabilized Subgrade		25,900	SY	\$	8.50	\$ 220,150
4	Lime for Stabilization (48 lb/SY)		620	TON	\$	350.00	\$ 217,000
5	9" CRCP		24,800	SY	\$	105.00	\$ 2,604,000
6	Curb		18,590	LF	\$	30.00	\$ 557,700
7	Concrete Sidewalk and Ramps		55,760	SF	\$	12.00	\$ 669,120
8	Furnishing and Placing Topsoil		15,500	SY	\$	5.00	\$ 77,500
				Paving I	stima	te Subtotal:	\$ 4,984,470
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 99,70
10	Traffic Control					5%	\$ 249,30
11	Erosion Control					3%	\$ 149,600
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$ 747,700
13	Landscaping					2%	\$ 99,700
14	Illumination					3%	\$ 149,600
			Other Con	nponents E	stima	te Subtotal:	\$ 1,495,600
III. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	(4)	\$ -
16	Bridge Structures	None			\$	-	\$
17	Traffic Signals	None			\$	-	\$ -
18	Other	None			\$	7525	\$ 523
			Special Con	nponents E	stima	te Subtotal:	\$ +
			1, 11,	& III Cons	tructio	on Subtotal:	\$ 6,480,070
			N	lobilization	n	5%	\$ 324,100
				ontingenc		10%	\$ 680,500
			Constru	ction Cost	Estin	nate Total:	\$ 7,484,700

Item Description	Notes	Allowance	Item Cost
Construction		-	\$ 7,484,700
Engineering/Survey/Testing		13.0%	\$ 973,000
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	- \$ -	\$ 2

2024 Roadway Impact Fee Town of Prosper

Town of Prosper Planning Level Cost Estimate Worksheet

Shawnee Trl

982 ft N of Caruth Dr to Frontier Pkwy

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	2,429	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	48	
Description:	Construct new roadway to th	oroughfare standard

. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	Ur	it Cost	Item Cost
1	Right of Way Preparation		25	STA	\$	3,000.00	\$ 75,000
2	Unclassified Street Excavation		8,700	CY	\$	30.00	\$ 261,000
3	8" Lime Stabilized Subgrade		13,500	SY	\$	8.50	\$ 114,75
4	Lime for Stabilization (48 lb/SY)		320	TON	\$	350.00	\$ 112,00
5	9" CRCP		13,000	SY	\$	105.00	\$ 1,365,00
6	Curb		9,720	LF	\$	30.00	\$ 291,60
7	Concrete Sidewalk and Ramps		29,150	SF	\$	12.00	\$ 349,80
8	Furnishing and Placing Topsoil		8,100	SY	\$	5.00	\$ 40,50
				Paving E	stimate	Subtotal:	\$ 2,609,650
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct. (Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 52,20
10	Traffic Control					5%	\$ 130,50
11	Erosion Control					3%	\$ 78,30
12	Drainage Improvements (RCP, Inlets, MH, C	Outfalls)				15%	\$ 391,50
13	Landscaping					2%	\$ 52,20
14	Illumination					3%	\$ 78,30
			Other Components Estimate Subtotal:			\$ 783,000	
II. Specia	Construction Components						
Item No.	Item Description	Notes			Alle	owance	Item Cost
15	Drainage Structures	None			\$	943	\$ (<u>L</u>)
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$		\$ ·
18	Other	None			\$	7/25	\$ 828
			Special Con	ponents E	stimate	Subtotal:	\$ -
			1, 11,	& III Const	truction	Subtotal:	\$ 3,392,650
			M	lobilization	1	5%	\$ 169,700
			c	ontingency	,	10%	\$ 356,300
				ction Cost		to Total:	\$ 3,918,700

Item Description	Notes			A	llowance	Item Cost
Construction					120	\$ 3,918,700
Engineering/Survey/Testing					13.0%	\$ 509,400
Right-of-Way Acquisition	Cos	t per sq. ft.: \$	1.00	\$	12	\$ W ₂

2024 Roadway Impact Fee Town of Prosper

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Town of ProsperPlanning Level Cost Estimate Worksheet

Lovers Lane DNT to BNSF RR

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	3,115	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	48	
Description:	Construct new roadway to th	horoughfare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Init Cost		Item Cost
1	Right of Way Preparation		32	STA	\$	3,000.00	\$	96,00
2	Unclassified Street Excavation		11,100	CY	\$	30.00	\$	333,00
3	8" Lime Stabilized Subgrade		17,400	SY	\$	8.50	\$	147,90
4	Lime for Stabilization (48 lb/SY)		420	TON	\$	350.00	\$	147,00
5	9" CRCP		16,700	SY	\$	105.00	\$	1,753,50
6	Curb		12,460	LF	\$	30.00	\$	373,80
7	Concrete Sidewalk and Ramps		37,380	SF	\$	12.00	\$	448,56
8	Furnishing and Placing Topsoil		10,400	SY	\$	5.00	\$	52,00
				Paving E	stimat	te Subtotal:	\$	3,351,76
II. Non-Pa	ving Construction Components							
	Item Description				Pct.	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	67,10
10	Traffic Control					5%	\$	167,60
11	Erosion Control					3%	\$	100,60
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$	502,80
13	Landscaping					2%	\$	67,10
14	Illumination					3%	\$	100,60
			Other Con	ponents E	stimat	e Subtotal:	\$	1,005,80
III. Specia	Construction Components							
100000000000000000000000000000000000000	Item Description	Notes			A	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	923
16	Bridge Structures	None			- \$		\$	
17	Traffic Signals	None			\$	(- (\$	-
18	Other	None			\$	7925	\$	828
		-	Special Con	ponents E	stimat	te Subtotal:	\$	-
			1.10	& III Cons	tructio	n Subtotal:	\$	4,357,56
				lobilization		5%	Ś	217,90
				ontingency		10%	\$	457,60
						nate Total:	\$	5,033,10
Impact F	an Cost Estimate Summeru							
Impact F Item Desc	ee Cost Estimate Summary	Notes			Λ	llowance		Item Cost
Construct		110103					Ś	5.033.10

2024 Roadway Impact Fee Town of Prosper

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Town of Prosper Planning Level Cost Estimate Worksheet

Lovers Lane Mahard Pkwy to DNT

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	3,802	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	48	
Description:	Construct new roadway to th	noroughfare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost		Item Cost
1	Right of Way Preparation		39	STA	\$	3,000.00	\$	117,00
2	Unclassified Street Excavation		13,600	CY	\$	30.00	\$	408,00
3	8" Lime Stabilized Subgrade		21,200	SY	\$	8.50	\$	180,20
4	Lime for Stabilization (48 lb/SY)		510	TON	\$	350.00	\$	178,50
5	9" CRCP		20,300	SY	\$	105.00	\$	2,131,50
6	Curb		15,210	LF	\$	30.00	\$	456,30
7	Concrete Sidewalk and Ramps		45,630	SF	\$	12.00	\$	547,56
8	Furnishing and Placing Topsoil		12,700	SY	\$	5.00	\$	63,50
				Paving E	stima	te Subtotal:	\$	4,082,56
	ving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	81,70
10	Traffic Control					5%	\$	204,20
11	Erosion Control					3%	\$	122,50
12	Drainage Improvements (RCP, Inlets, N	ИН, Outfalls)				15%	\$	612,40
13	Landscaping					2%	\$	81,70
14	Illumination					3%	\$	122,50
			Other Com	ponents E	stima	te Subtotal:	\$	1,225,00
	Construction Components							
	Item Description	Notes			11.000	llowance		Item Cost
15	Drainage Structures	None			_ \$	949	\$	-
16	Bridge Structures	None			_ \$		\$	
17	Traffic Signals	None			_ \$	(-)	\$	-
18	Other	None	5 15		\$		\$	-
			Special Com	•			>	+
						on Subtotal:	\$	5,307,56
				lobilizatio		5%	\$	265,40
				ontingenc		10%	\$	557,30
			Construc	ction Cost	t Estin	nate Total:	\$	6,130,30

Item Description	Notes		Allowance	Item Cost
Construction			120	\$ 6,130,300
Engineering/Survey/Testing			13.0%	\$ 796,900
Right-of-Way Acquisition	Cost per sq. ft.: \$	1.00 \$	12	\$ 100

2024 Roadway Impact Fee Town of Prosper

Town of ProsperPlanning Level Cost Estimate Worksheet

Coit Rd US 380 to First St

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	5,333	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to th	noroughfare standard

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	L	Jnit Cost	Item Cost
1	Right of Way Preparation		54	STA	\$	3,000.00	\$ 162,000
2	Unclassified Street Excavation		9,500	CY	\$	30.00	\$ 285,000
3	8" Lime Stabilized Subgrade		15,500	SY	\$	8.50	\$ 131,750
4	Lime for Stabilization (48 lb/SY)		370	TON	\$	350.00	\$ 129,50
5	9" CRCP		14,300	SY	\$	105.00	\$ 1,501,500
6	Curb		10,670	LF	\$	30.00	\$ 320,10
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$ -
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$ -
				Paving E	stima	te Subtotal:	\$ 2,529,850
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 50,60
10	Traffic Control					5%	\$ 126,50
11	Erosion Control					3%	\$ 75,90
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				0%	\$ -
13	Landscaping					0%	\$ -
14	Illumination					0%	\$ 2
			Other Con	nponents E	stima	te Subtotal:	\$ 253,000
II. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	(4)	\$ -
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$	-	\$ -
18	Other	None			\$	Page 1	\$ 8 <u>8</u> 8
			Special Con	nponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	on Subtotal:	\$ 2,782,850
			N	obilization	1	5%	\$ 139,200
			c	ontingenc	y	10%	\$ 292,300
			Constru	ction Cost	Estin	nate Total:	\$ 3,214,400
Impact F	ee Cost Estimate Summary						-,,
tem Desc		Notes			A	llowance	Item Cost

2024 Roadway Impact Fee Town of Prosper

Engineering/Survey/Testing

Right-of-Way Acquisition

Construction

Freese and Nichols, Inc. Updated: 11/2024

\$ \$

13.0%

1.00 \$

Impact Fee Project Cost Estimate Total: \$

Cost per sq. ft.: \$

3,214,400

3,632,300

417,900

32

Roadway Information:

Town of Prosper Planning Level Cost Estimate Worksheet

Coit Rd

First St to Frontier Pkwy

	Functional Classification:	Major T	horoughfare		No	o. of Lanes:	3	
	Length (If):	10,560						
	Right-of-Way Width (ft.):	120						
	Median Type:	Raised						
	Pavement Width (BOC to BOC):	24						
	Description:		2 lanes as Interim	Major The	orougl	hfare		
	Description.	Adding	Z lailes as iliterilli	Wajor III	orougi	illare		
Roadway	Construction Cost Estimate:							
I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit		Unit Cost		Item Cost
1	Right of Way Preparation		106	STA	\$	3,000.00	\$	318,000
2	Unclassified Street Excavation		18,800	CY	\$	30.00	\$	564,000
3	8" Lime Stabilized Subgrade		30,600	SY	\$	8.50	\$	260,100
4	Lime for Stabilization (48 lb/SY)		730	TON	\$	350.00	\$	255,500
5	9" CRCP		28,200	SY	\$	105.00	\$	2,961,000
6	Curb		42,240	LF	\$	30.00	\$	1,267,200
7	Concrete Sidewalk and Ramps		126,720	SF	\$	12.00	\$	1,520,640
8	Furnishing and Placing Topsoil		42,200	SY	\$	5.00	\$	211,000
				Paving I	Estima	te Subtotal:	\$	7,357,440
II. Non-Pa	ving Construction Components							
	Item Description				Pct	t. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	147,200
10	Traffic Control					5%	\$	367,900
11	Erosion Control					3%	\$	220,800
12	Drainage Improvements (RCP, Inlets, M	H. Outfalls)				15%	\$	1,103,700
13	Landscaping					2%	\$	147,200
14	Illumination					3%	Ś	220,800
			Other Con	ponents I	Estima	te Subtotal:	\$	2,207,600
III. Specia	l Construction Components							
12.000	Item Description	Notes			A	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	(E)
16	Bridge Structures	None			- \$		\$	
17	Traffic Signals	None			- \$	(- (\$	-
18	Other	None			\$	7.25	\$	828
			Special Con	ponents I	Estima	te Subtotal:	\$	-
			1, 11,	& III Cons	tructi	on Subtotal:	\$	9,565,040
			N	obilizatio	n	5%	\$	478,300
			С	ontingenc	v	10%	\$	1,004,400
			Constru	ction Cos	t Estir	mate Total:	\$	11,047,800
Impact F	ee Cost Estimate Summary							
Item Desc		Notes			^	Allowance		Item Cost
Construct	•	110103				-	\$	11,047,800
	ng/Survey/Testing	(4)			_	13.0%	\$	1,436,200
-	Vay Acquisition	-	Cost per sq. ft.:	\$ 1.00	5	13.070	\$	1,430,200
vigit-ot-v	vay Acquisition		cost per sq. It.:	٦.00	, ,	-	P	-

2024 Roadway Impact Fee Town of Prosper Freese and Nichols, Inc. Updated: 11/2024

Impact Fee Project Cost Estimate Total: \$ 12,484,000

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Town of Prosper Planning Level Cost Estimate Worksheet

Frontier Pkwy BNSF RR to Preston Rd

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	5,333	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to th	noroughfare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost		Item Cost
1	Right of Way Preparation		54	STA	\$	3,000.00	\$	162,000
2	Unclassified Street Excavation		9,500	CY	\$	30.00	\$	285,00
3	8" Lime Stabilized Subgrade		15,500	SY	\$	8.50	\$	131,75
4	Lime for Stabilization (48 lb/SY)		370	TON	\$	350.00	\$	129,50
5	9" CRCP		14,300	SY	\$	105.00	\$	1,501,50
6	Curb		10,670	LF	\$	30.00	\$	320,10
7	Concrete Sidewalk and Ramps		64,000	SF	\$	12.00	\$	768,00
8	Furnishing and Placing Topsoil		21,300	SY	\$	5.00	\$	106,50
				Paving I	Estima	te Subtotal:	\$	3,404,35
I. Non-Pa	iving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	68,10
10	Traffic Control					5%	\$	170,30
11	Erosion Control					3%	\$	102,20
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$	510,70
13	Landscaping					2%	\$	68,10
14	Illumination					3%	\$	102,20
			Other Com	ponents E	stima	te Subtotal:	\$	1,021,60
III. Specia	l Construction Components							
Item No.	Item Description	Notes			Α	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	(-)
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$	(- (\$	
18	Other	None			\$	825	\$	828
			Special Com	ponents E	stima	te Subtotal:	\$	+
			1, 11.	& III Cons	tructio	on Subtotal:	\$	4,425,95
				lobilizatio		5%	\$	221,30
			c	ontingenc	y	10%	\$	464,80
						nate Total:	Ś	5,112,100

Item Description	Notes	Allowance	Item Cost
Construction			\$ 5,112,100
Engineering/Survey/Testing		13.0%	\$ 664,600
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	5 -	\$ *** <u>**</u>

2024 Roadway Impact Fee Town of Prosper

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Roadway Information:

Town of Prosper Planning Level Cost Estimate Worksheet

Prosper Trl

864' E of Coit Rd to Custer Rd

	Functional Classification:	Minor The	oroughfare		No. of Lanes:	4	
	Length (If):	9,768					
	Right-of-Way Width (ft.):	90					
	Median Type:	Raised					
	Pavement Width (BOC to BOC):	24					
	Description:	Widen ex	isting roadway t	to thorough	nfare standard	_	
		_				_	
Roadway	y Construction Cost Estimate:						
I. Paving	Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	Unit Cost		Item Cost
1	Right of Way Preparation		98	STA	\$ 3,000.00	\$	294,000
2	Unclassified Street Excavation		17,400	CY	\$ 30.00	\$	522,000
3	8" Lime Stabilized Subgrade		28,300	SY	\$ 8.50	\$	240,550
4	Lime for Stabilization (48 lb/SY)		680	TON	\$ 350.00	\$	238,000
5	9" CRCP		26,100	SY	\$ 105.00	\$	2,740,500
6	Curb		39,080	LF	\$ 30.00	\$	1,172,400
7	Concrete Sidewalk and Ramps		117,220	SF	\$ 12.00	\$	1,406,640
8	Furnishing and Placing Topsoil		16,300	SY	\$ 5.00	\$	81,500
				Paving E	stimate Subtotal:	\$	6,695,590
II. Non-Pa	ving Construction Components			75			
	Item Description				Pct. Of Paving		Item Cost
9	Pavement Markings & Signage				2%	\$	134,000
10	Traffic Control				5%	\$	334,800
11	Erosion Control				3%	\$	200,900
12	Drainage Improvements (RCP, Inlets, M	H. Outfalls)			15%	\$	1,004,400
13	Landscaping	ii, oddidiis,			2%	\$	134,000
14	Illumination				3%	Ś	200,900
2.7	marimation.		Other Con	nponents E	stimate Subtotal:	- August	2,009,000
III Specia	l Construction Components						_,,,,,,,,
	Item Description	Notes			Allowance		Item Cost
15	Drainage Structures	None			\$ -	\$	item cost
16	Bridge Structures	None			- s -	\$	
17	Traffic Signals	None			- ;	\$	151
18	Other	None			- {	Ś	
10	odie:	HOILE	Special Con	ponents F	stimate Subtotal:		-
				7			
					truction Subtotal:		8,704,590
				lobilization		\$	435,300
				ontingency		\$	914,000
			Constru	ction Cost	Estimate Total:	\$	10,053,900
Impact F	ee Cost Estimate Summary						
Item Desc	ription	Notes			Allowance		Item Cost
Construct	ion				120	\$	10,053,900
Engineeri	ng/Survey/Testing				13.0%	\$	1,307,000
_	Vay Acquisition	1 80	Cost par sa ft :	¢ 1.00	-	ċ	10 Sign

Cost per sq. ft.: \$ 1.00 \$

Impact Fee Project Cost Estimate Total: \$

2024 Roadway Impact Fee Town of Prosper

Right-of-Way Acquisition

Freese and Nichols, Inc. Updated: 11/2024

11,360,900



Town of Prosper Planning Level Cost Estimate Worksheet

First St BNSF RR to N Coleman St

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	1,954	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to the	noroughfare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	L	Init Cost		Item Cost
1	Right of Way Preparation		20	STA	\$	3,000.00	\$	60,00
2	Unclassified Street Excavation		3,500	CY	\$	30.00	\$	105,00
3	8" Lime Stabilized Subgrade		5,700	SY	\$	8.50	\$	48,45
4	Lime for Stabilization (48 lb/SY)		140	TON	\$	350.00	\$	49,00
5	9" CRCP		5,300	SY	\$	105.00	\$	556,50
6	Curb		7,820	LF	\$	30.00	\$	234,60
7	Concrete Sidewalk and Ramps		23,450	SF	\$	12.00	\$	281,40
8	Furnishing and Placing Topsoil		3,300	SY	\$	5.00	\$	16,50
				Paving E	Estima	te Subtotal:	\$	1,351,45
I. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	27,10
10	Traffic Control					5%	\$	67,60
11	Erosion Control					3%	\$	40,60
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$	202,80
13	Landscaping					2%	\$	27,10
14	Illumination					3%	\$	40,60
			Other Com	ponents E	stimat	te Subtotal:	\$	405,80
100000000000000000000000000000000000000	Construction Components							
Item No.	Item Description	Notes			Α	llowance		Item Cost
15	Drainage Structures	None			_ \$	9-2	\$	55
16	Bridge Structures	None			_ \$		\$	
17	Traffic Signals	None			_ \$	(- (\$	
18	Other	None			\$	7/21	\$	828
			Special Com	ponents E	stima	te Subtotal:	\$	+
			1, 11,	& III Cons	tructio	n Subtotal:	\$	1,757,25
			M	obilization	n	5%	\$	87,90
			Co	ontingenc	у	10%	\$	184,60
			Construc	ction Cost	Estin	nate Total:	Ś	2,029,800

Item Description	Notes			A	llowance	Item Cost
Construction					-	\$ 2,029,800
Engineering/Survey/Testing					13.0%	\$ 263,900
Right-of-Way Acquisition	Cost per	sq. ft.: \$	1.00	\$	22	\$ ** <u>**</u>

2024 Roadway Impact Fee Town of Prosper

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Town of Prosper Planning Level Cost Estimate Worksheet

Richland Blvd

Lovers Lane to 287' W of La Cima

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4	
Length (If):	1,954		
Right-of-Way Width (ft.):	90		
Median Type:	Raised		
Pavement Width (BOC to BOC)	: 48		
Description:	Construct new roadway to th	oroughfare standard	

i. Paving C	Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit		Unit Cost		Item Cost
1	Right of Way Preparation		20	STA	\$	3,000.00	\$	60,000
2	Unclassified Street Excavation		7,000	CY	\$	30.00	\$	210,000
3	8" Lime Stabilized Subgrade		10,900	SY	\$	8.50	\$	92,650
4	Lime for Stabilization (48 lb/SY)		260	TON	\$	350.00	\$	91,000
5	9" CRCP		10,500	SY	\$	105.00	\$	1,102,500
6	Curb		7,820	LF	\$	30.00	\$	234,600
7	Concrete Sidewalk and Ramps		23,450	SF	\$	12.00	\$	281,40
8	Furnishing and Placing Topsoil		6,500	SY	\$	5.00	\$	32,500
				Paving I	Estima	te Subtotal:	\$	2,104,650
II. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	42,10
10	Traffic Control					5%	\$	105,30
11	Erosion Control					3%	\$	63,20
12	Drainage Improvements (RCP, Inlets, MH,	Outfalls)				15%	\$	315,70
13	Landscaping					2%	\$	42,10
14	Illumination					3%	\$	63,20
			Other Com	ponents E	stima	te Subtotal:	\$	631,60
II. Specia	Construction Components							
Item No.	Item Description	Notes			P	llowance		Item Cost
15	Drainage Structures	None			\$	(4)	\$	-
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$	-	\$	
18	Other	None			- \$	7425	\$	123
			Special Com	ponents E	stima	te Subtotal:	\$	-
			1. 11.	& III Cons	tructi	on Subtotal:	Ś	2,736,250
				lobilizatio		5%	\$	136,900
			C	ontingenc	v	10%	\$	287,400
					_	nate Total:	Ś	3,160,600

Impact Fee Cost Estimate Summar Item Description	Notes	Allowance	lton	n Cost
item Description	Notes	Allowance	iten	Cost
Construction		-	\$	3,160,600
Engineering/Survey/Testing		13.0%	\$	410,900
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	5 \$ -	\$	- 2

2024 Roadway Impact Fee Town of Prosper



Town of ProsperPlanning Level Cost Estimate Worksheet

Richland Blvd

160' E of La Cima to Prosper Commons

Roadway	/ Information:							
	Functional Classification:	Minor Th	noroughfare		N	lo. of Lanes:	4	
	Length (If):	2,376						
	Right-of-Way Width (ft.):	90						
	Median Type:	Raised						
	Pavement Width (BOC to BOC):	48						
	Description:		t new roadway t	o thorough	fare	standard		
	Description.	Construc	t new roadway t	o thorough	iiaie	Standard		
ALCOHOLD STATE OF THE PARTY OF	Construction Cost Estimate:							
I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit		Unit Cost		Item Cost
1	Right of Way Preparation		24	STA	\$	3,000.00	\$	72,000
2	Unclassified Street Excavation		8,500	CY	\$	30.00	\$	255,000
3	8" Lime Stabilized Subgrade		13,200	SY	\$	8.50	\$	112,200
4	Lime for Stabilization (48 lb/SY)		320	TON	\$	350.00	\$	112,000
5	9" CRCP		12,700	SY	\$	105.00	\$	1,333,500
6	Curb		9,510	LF	\$	30.00	\$	285,300
7	Concrete Sidewalk and Ramps		28,520	SF	\$	12.00	\$	342,240
8	Furnishing and Placing Topsoil		7,900	SY	\$	5.00	\$	39,500
				Paving E	stim	ate Subtotal:	\$	2,551,740
II. Non-Pa	ving Construction Components							
Item No.	Item Description				P	ct. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	51,100
10	Traffic Control					5%	\$	127,600
11	Erosion Control					3%	\$	76,600
12	Drainage Improvements (RCP, Inlets, MI	H, Outfalls)				15%	\$	382,800
13	Landscaping					2%	\$	51,100
14	Illumination					3%	\$	76,600
			Other Com	ponents E	stim	ate Subtotal:	\$	765,800
III. Specia	l Construction Components							
Item No.	Item Description	Notes				Allowance		Item Cost
15	Drainage Structures	None			\$	(4)	\$	-
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$		\$	
18	Other	None			\$	7.25	\$	828
			Special Com	ponents E	stim	ate Subtotal:	\$	-
			1, 11,	& III Const	truct	ion Subtotal:	\$	3,317,540
			M	obilization	1	5%	\$	165,900
			Co	ontingency	,	10%	\$	348,400
			Construc	tion Cost	Est	imate Total:	\$	3,831,900
Impact F	ee Cost Estimate Summary							
Item Desc		Notes				Allowance		Item Cost
Construct	ion					-	\$	3,831,900
Engineeri	ng/Survey/Testing					13.0%	\$	498,100
_	Vay Acquisition	-	Cost per sa ft ·	¢ 1.00	- 0	1/2	ć	

Cost per sq. ft.: \$ 1.00 \$

Impact Fee Project Cost Estimate Total: \$

2024 Roadway Impact Fee Town of Prosper

Right-of-Way Acquisition

Freese and Nichols, Inc. Updated: 11/2024

4,330,000



Town of Prosper Planning Level Cost Estimate Worksheet

Coleman St

Lovers Lane to First St

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	2,006	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to th	noroughfare standard

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	Un	it Cost	Item Cost
1	Right of Way Preparation		21	STA	\$	3,000.00	\$ 63,000
2	Unclassified Street Excavation		3,600	CY	\$	30.00	\$ 108,000
3	8" Lime Stabilized Subgrade		5,800	SY	\$	8.50	\$ 49,30
4	Lime for Stabilization (48 lb/SY)		140	TON	\$	350.00	\$ 49,00
5	9" CRCP		5,400	SY	\$	105.00	\$ 567,00
6	Curb		8,030	LF	\$	30.00	\$ 240,90
7	Concrete Sidewalk and Ramps		12,040	SF	\$	12.00	\$ 144,48
8	Furnishing and Placing Topsoil		4,000	SY	\$	5.00	\$ 20,00
				Paving E	stimate	Subtotal:	\$ 1,241,680
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct. (Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 24,90
10	Traffic Control					5%	\$ 62,10
11	Erosion Control					3%	\$ 37,30
12	Drainage Improvements (RCP, Inlets, MH, C	Outfalls)				15%	\$ 186,30
13	Landscaping					2%	\$ 24,90
14	Illumination					3%	\$ 37,30
			Other Com	ponents E	stimate	Subtotal:	\$ 372,800
II. Specia	Construction Components						
Item No.	Item Description	Notes			Allo	owance	Item Cost
15	Drainage Structures	None			\$	(4)	\$ -
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$		\$
18	Other	None			\$	7025	\$ 828
		2.	Special Com	ponents E	stimate	Subtotal:	\$ -
			1, 11,	& III Const	ruction	Subtotal:	\$ 1,614,48
				obilization		5%	\$ 80,80
				ontingency		10%	\$ 169,60
				ction Cost	_		\$ 1,864,900

Item Description	Notes			All	lowance	Item Cost
Construction					-	\$ 1,864,900
Engineering/Survey/Testing					13.0%	\$ 242,400
Right-of-Way Acquisition	5.	Cost per sq. ft.: \$	1.00	\$	12	\$ 20 <u>2</u>

2024 Roadway Impact Fee Town of Prosper

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Town of ProsperPlanning Level Cost Estimate Worksheet

Coleman St

Gorgeous Rd to Prosper Trl

	Functional Classification:	Minor Thoroughfare		No	o. of Lanes:	4	
	Length (If):	2,640					
	Right-of-Way Width (ft.):	90					
	Median Type:	Raised					
	Pavement Width (BOC to BOC):	24					
W 34	Description:	Widen existing roadway t	o thoroug	hfare s	tandard		
	y Construction Cost Estimate: Construction Cost Estimate						
tem No.	Item Description	Quantity	Unit	L	Jnit Cost		Item Cost
1	Right of Way Preparation	27	STA	\$	3,000.00	\$	81,00
2	Unclassified Street Excavation	4,700	CY	\$	30.00	\$	141,00
~							

Item No.	Item Description		Quantity	Unit	L	Init Cost	Item Cost
1	Right of Way Preparation		27	STA	\$	3,000.00	\$ 81,000
2	Unclassified Street Excavation		4,700	CY	\$	30.00	\$ 141,000
3	8" Lime Stabilized Subgrade		7,700	SY	\$	8.50	\$ 65,450
4	Lime for Stabilization (48 lb/SY)		180	TON	\$	350.00	\$ 63,000
5	9" CRCP		7,100	SY	\$	105.00	\$ 745,500
6	Curb		10,560	LF	\$	30.00	\$ 316,800
7	Concrete Sidewalk and Ramps		15,840	SF	\$	12.00	\$ 190,080
8	Furnishing and Placing Topsoil		5,300	SY	\$	5.00	\$ 26,500
				Paving E	stima	te Subtotal:	\$ 1,629,330
II. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 32,600
10	Traffic Control					5%	\$ 81,500
11	Erosion Control					3%	\$ 48,900
12	Drainage Improvements (RCP, Inlets	, MH, Outfalls)				15%	\$ 244,400
13	Landscaping					2%	\$ 32,600
14	Illumination					3%	\$ 48,900
			Other Com	ponents E	stimat	te Subtotal:	\$ 488,900
III. Special	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	(-)	\$ (4)
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$	(- (\$ -
18	Other	None			\$	725	\$ 828
		7.	Special Com	ponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	n Subtotal:	\$ 2,118,230
			N	obilization		5%	\$ 106,000

Impact Fee Cost Estimate Summar Item Description	Notes			Allowance	4	Item Cost
	Notes			Allowalice	# E	
Construction	10			-	Ş	2,446,800
Engineering/Survey/Testing				13.0%	\$	318,100
Right-of-Way Acquisition	- OT-	Cost per sq. ft.: \$	1.00	\$ -	Ś	100

Contingency

10%

2024 Roadway Impact Fee Town of Prosper Freese and Nichols, Inc. Updated: 11/2024

222,500



Town of Prosper

Town of Prosper Planning Level Cost Estimate Worksheet

Coleman St

Prosper Trl to Talon

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	3,221	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen existing roadway to th	noroughfare standard

. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	Uı	nit Cost		Item Cost
1	Right of Way Preparation		33	STA	\$	3,000.00	\$	99,00
2	Unclassified Street Excavation		5,800	CY	\$	30.00	\$	174,00
3	8" Lime Stabilized Subgrade		9,400	SY	\$	8.50	\$	79,90
4	Lime for Stabilization (48 lb/SY)		230	TON	\$	350.00	\$	80,50
5	9" CRCP		8,600	SY	\$	105.00	\$	903,00
6	Curb		12,890	LF	\$	30.00	\$	386,70
7	Concrete Sidewalk and Ramps		19,330	SF	\$	12.00	\$	231,96
8	Furnishing and Placing Topsoil		6,400	SY	\$	5.00	\$	32,00
				Paving I	Estimate	e Subtotal:	\$	1,987,06
I. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct.	Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	39,80
10	Traffic Control					5%	\$	99,40
11	Erosion Control					3%	\$	59,70
12	Drainage Improvements (RCP, Inlets, N	IH, Outfalls)				15%	\$	298,10
13	Landscaping					2%	\$	39,80
14	Illumination					3%	\$	59,70
			Other Con	ponents E	stimate	Subtotal:	\$	596,50
II. Specia	Construction Components							
Item No.	Item Description	Notes			All	owance		Item Cost
15	Drainage Structures	None			\$	848	\$	(2)
16	Bridge Structures	None			- \$		\$	
17	Traffic Signals	None			- \$		\$	-
18	Other	None			\$	1925	\$	723
		7.	Special Con	ponents E	stimate	Subtotal:	\$	*
			1.11.	& III Cons	truction	Subtotal:	\$	2,583,56
				lobilization		5%	Ś	129,20
				ontingenc		10%	\$	271,30
				ction Cost	·		\$	2,984,10

Item Description	Notes	Allowance	Item Cost
Construction		-	\$ 2,984,100
Engineering/Survey/Testing		13.0%	\$ 387,900
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$ 100

2024 Roadway Impact Fee Town of Prosper

Town of Prosper Planning Level Cost Estimate Worksheet

Lovers Lane BNSF RR to Gateway Dr

Functional Classification:	Minor Thoroughfare	No. of Lanes: 4
Length (If):	1,531	
Right-of-Way Width (ft.):	90	
Median Type:	Raised	
Pavement Width (BOC to BOC):	48	
Description:	Construct new roadway to th	oroughfare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost		Item Cost
1	Right of Way Preparation		16	STA	\$	3,000.00	\$	48,000
2	Unclassified Street Excavation		5,500	CY	\$	30.00	\$	165,000
3	8" Lime Stabilized Subgrade		8,600	SY	\$	8.50	\$	73,100
4	Lime for Stabilization (48 lb/SY)		210	TON	\$	350.00	\$	73,50
5	9" CRCP		8,200	SY	\$	105.00	\$	861,00
6	Curb		6,130	LF	\$	30.00	\$	183,90
7	Concrete Sidewalk and Ramps		18,380	SF	\$	12.00	\$	220,56
8	Furnishing and Placing Topsoil		5,100	SY	\$	5.00	\$	25,50
				Paving E	stima	te Subtotal:	\$	1,650,560
I. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	33,10
10	Traffic Control					5%	\$	82,60
11	Erosion Control					3%	\$	49,60
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				15%	\$	247,60
13	Landscaping					2%	\$	33,10
14	Illumination					3%	\$	49,60
			Other Com	ponents E	stima	te Subtotal:	\$	495,60
	Construction Components							
	Item Description	Notes			18.50	llowance		Item Cost
15	Drainage Structures	None			_ \$	(4)	\$	-
16	Bridge Structures	None			_ \$		\$	
17	Traffic Signals	None			_ \$	-	\$	-
18	Other	None			- \$		\$	
			Special Com	ponents E	stima	te Subtotal:	\$	-
						on Subtotal:	\$	2,146,160
			М	obilizatio	1	5%	\$	107,400
				ontingenc		10%	\$	225,400
			Construc	ction Cost	Estin	nate Total:	Ś	2,479,000

Impact Fee Cost Estimate Summar	у			
Item Description	Notes	Allowance		Item Cost
Construction		120	\$	2,479,000
Engineering/Survey/Testing		13.0%	\$	322,300
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$	** _E
	Impact Fee Project Cost E	stimate Total:	Ś	2.801.300

2024 Roadway Impact Fee Town of Prosper

Roadway Information:

Town of Prosper Planning Level Cost Estimate Worksheet

Victory Way

Coleman St to Frontier Pkwy

	Functional Classification:	Minor The	oroughfare		No. of Lanes:	4	
	Length (If):	1,901	Juginare		140. Of Edites.	*	
	Right-of-Way Width (ft.):	90					
	Median Type:	Raised					
		24					
	Pavement Width (BOC to BOC):		isting roadway t	o thorough	fara standard		
	Description:	widen ex	Still groadway to	o thorough	nare standard		
The state of the s	y Construction Cost Estimate:						
I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	Unit Cost		Item Cost
1	Right of Way Preparation		20	STA	\$ 3,000.00	\$	60,000
2	Unclassified Street Excavation		3,400	CY	\$ 30.00	\$	102,000
3	8" Lime Stabilized Subgrade		5,500	SY	\$ 8.50	\$	46,750
4	Lime for Stabilization (48 lb/SY)		130	TON	\$ 350.00	\$	45,500
5	9" CRCP		5,100	SY	\$ 105.00	\$	535,500
6	Curb		7,610	LF	\$ 30.00	\$	228,300
7	Concrete Sidewalk and Ramps		11,410	SF	\$ 12.00	\$	136,920
8	Furnishing and Placing Topsoil		3,800	SY	\$ 5.00	\$	19,000
				Paving E	stimate Subtotal:	\$	1,173,970
II. Non-Pa	iving Construction Components						
Item No.	Item Description				Pct. Of Paving		Item Cost
9	Pavement Markings & Signage				2%	\$	23,500
10	Traffic Control				5%	\$	58,700
11	Erosion Control				3%	\$	35,300
12	Drainage Improvements (RCP, Inlets, M	IH, Outfalls)			15%	\$	176,100
13	Landscaping				2%	\$	23,500
14	Illumination				3%	\$	35,300
			Other Com	ponents Es	stimate Subtotal:	\$	352,400
III. Specia	l Construction Components						
Item No.	Item Description	Notes			Allowance		Item Cost
15	Drainage Structures	None			\$ -	\$	-
16	Bridge Structures	None			\$ -	\$	
17	Traffic Signals	None			\$ -	\$	-
18	Other	None			\$ -	\$	828
			Special Com	ponents Es	stimate Subtotal:	\$	+
			1, 11,	& III Const	ruction Subtotal:	\$	1,526,370
			M	obilization	5%	\$	76,400
			Co	ontingency	10%	\$	160,300
1			Construc	tion Cost	Estimate Total:	\$	1,763,100
Impact F	ee Cost Estimate Summary						
Item Desc		Notes			Allowance		Item Cost

Engineering/Survey/Testing 13.0% Right-of-Way Acquisition Cost per sq. ft.: \$ 1.00 \$ Impact Fee Project Cost Estimate Total: \$

2024 Roadway Impact Fee Town of Prosper

Construction

Freese and Nichols, Inc. Updated: 11/2024

\$

1,763,100

1,992,300

229,200

Town of Prosper Planning Level Cost Estimate Worksheet

Teel Parkway

First St to Parvin Rd

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	9,346	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen roadway to thorought	fare standard

. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ı	Jnit Cost	Item Cost
1	Right of Way Preparation		94	STA	\$	3,000.00	\$ 282,000
2	Unclassified Street Excavation		16,700	CY	\$	30.00	\$ 501,000
3	8" Lime Stabilized Subgrade		27,000	SY	\$	8.50	\$ 229,500
4	Lime for Stabilization (48 lb/SY)		650	TON	\$	350.00	\$ 227,500
5	9" CRCP		25,000	SY	\$	105.00	\$ 2,625,000
6	Curb		18,700	LF	\$	30.00	\$ 561,000
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$ -
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$
				Paving E	stima	te Subtotal:	\$ 4,426,000
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 88,60
10	Traffic Control					5%	\$ 221,30
11	Erosion Control					3%	\$ 132,80
12	Drainage Improvements (RCP, Inlets, N	/IH, Outfalls)				0%	\$
13	Landscaping					0%	\$ -
14	Illumination					0%	\$ 120
			Other Com	ponents E	stima	te Subtotal:	\$ 442,700
170000000000000000000000000000000000000	Construction Components						
	Item Description	Notes			10000	llowance	Item Cost
15	Drainage Structures	None			- \$	(-)	\$ -
16	Bridge Structures	None			- \$		\$ -
17	Traffic Signals	None			_ \$	-	\$ -
18	Other	None			\$	721	\$ 120
			Special Com	ponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Const	tructio	on Subtotal:	\$ 4,868,700
			M	lobilization	1	5%	\$ 243,500
				ontingency		10%	\$ 511,300
			Construc	ction Cost	Estin	nate Total:	\$ 5,623,500

Item Description	Notes	Allowance	Item Cost
Construction		525	\$ 5,623,500
Engineering/Survey/Testing		13.0%	\$ 731,100
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	\$ -	\$ *** <u>**</u>

2024 Roadway Impact Fee Town of Prosper

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Town of Prosper Planning Level Cost Estimate Worksheet

Legacy Dr Prosper Trl to Parvin Rd

oadway Information:		
Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	3,010	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen roadway to thoroughf	are standard

. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	U	nit Cost		Item Cost
1	Right of Way Preparation		31	STA	\$	3,000.00	\$	93,000
2	Unclassified Street Excavation		5,400	CY	\$	30.00	\$	162,000
3	8" Lime Stabilized Subgrade		8,700	SY	\$	8.50	\$	73,95
4	Lime for Stabilization (48 lb/SY)		210	TON	\$	350.00	\$	73,50
5	9" CRCP		8,100	SY	\$	105.00	\$	850,50
6	Curb		6,020	LF	\$	30.00	\$	180,60
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$	-
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$	
				Paving E	stimat	e Subtotal:	\$	1,433,550
I. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct.	Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	28,70
10	Traffic Control					5%	\$	71,70
11	Erosion Control					3%	\$	43,10
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				0%	\$	
13	Landscaping					0%	\$	0.00
14	Illumination					0%	\$	1
			Other Com	ponents E	stimat	e Subtotal:	\$	143,500
III. Specia	Construction Components							
Item No.	Item Description	Notes			Al	lowance		Item Cost
15	Drainage Structures	None			\$	949	\$	199
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$	(-	\$	
18	Other	None			\$	725	\$	8 <u>8</u> 8
			Special Com	ponents E	stimat	e Subtotal:	\$	-
			1.10	& III Cons	tructio	n Subtotal:	\$	1,577,050
				lobilization		5%	\$	78,900
				ontingenc		10%	\$	165,600
						ate Total:	Ś	1,821,600
Water Control				THE THREE CO.				2,022,000
	ee Cost Estimate Summary							
tem Desc		Notes			Al	lowance		Item Cost
Construct		201				CONTRACTOR OF	\$	1,821,600
ngineerin	ng/Survey/Testing					13.0%	\$	236,800

2024 Roadway Impact Fee Town of Prosper

Freese and Nichols, Inc. Updated: 11/2024

2,058,400

1.00 \$ Impact Fee Project Cost Estimate Total: \$



Town of Prosper Planning Level Cost Estimate Worksheet

Legacy Dr Parvin Rd to Frontier Pkwy

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	2,482	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen roadway to thorough	fare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Init Cost		Item Cost
1	Right of Way Preparation		25	STA	\$	3,000.00	\$	75,00
2	Unclassified Street Excavation		4,500	CY	\$	30.00	\$	135,00
3	8" Lime Stabilized Subgrade		7,200	SY	\$	8.50	\$	61,20
4	Lime for Stabilization (48 lb/SY)		170	TON	\$	350.00	\$	59,50
5	9" CRCP		6,700	SY	\$	105.00	\$	703,50
6	Curb		4,970	LF	\$	30.00	\$	149,10
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$	180
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$	-
				Paving E	stimat	te Subtotal:	\$	1,183,30
II. Non-Pa	ving Construction Components							
	Item Description				Pct.	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	23,70
10	Traffic Control					5%	\$	59,20
11	Erosion Control					3%	\$	35,50
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				0%	\$	
13	Landscaping					0%	\$	-
14	Illumination					0%	\$	20
			Other Con	ponents E	stimat	e Subtotal:	\$	118,40
III. Specia	Construction Components							
Item No.	Item Description	Notes			A	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	923
16	Bridge Structures	None			- \$		\$	
17	Traffic Signals	None			\$	(- (\$	-
18	Other	None			\$	7925	\$	828
		-	Special Con	ponents E	stimat	te Subtotal:	\$	-
			1.10	& III Cons	tructio	n Subtotal:	\$	1,301,70
				lobilization		5%	Ś	65,10
				ontingency		10%	\$	136,70
						nate Total:	\$	1,503,500
lmnact F	an Cost Estimate Summers							
Impact F	ee Cost Estimate Summary	Notes			Δ	llowance		Item Cost
Construct							\$	1.503.50

Item Description	Notes	Allowance	Item Cost
Construction			\$ 1,503,500
Engineering/Survey/Testing		13.0%	\$ 195,500
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00	· \$ -	\$ A

2024 Roadway Impact Fee Town of Prosper

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Town of Prosper Planning Level Cost Estimate Worksheet

Legacy Dr First St to Prosper Trl

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	5,755	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen roadway to thorought	are standard

. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	L	Init Cost	Item Cost
1	Right of Way Preparation		58	STA	\$	3,000.00	\$ 174,00
2	Unclassified Street Excavation		10,300	CY	\$	30.00	\$ 309,00
3	8" Lime Stabilized Subgrade		16,700	SY	\$	8.50	\$ 141,95
4	Lime for Stabilization (48 lb/SY)		400	TON	\$	350.00	\$ 140,00
5	9" CRCP		15,400	SY	\$	105.00	\$ 1,617,00
6	Curb		11,510	LF	\$	30.00	\$ 345,30
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$ -
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$ -
				Paving I	stima	te Subtotal:	\$ 2,727,25
I. Non-Pa	ving Construction Components						
ltem No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 54,60
10	Traffic Control					5%	\$ 136,40
11	Erosion Control					3%	\$ 81,90
12	Drainage Improvements (RCP, Inlets, N	ИН, Outfalls)				0%	\$ _
13	Landscaping					0%	\$ -
14	Illumination					0%	\$ 2
			Other Com	ponents E	stimat	te Subtotal:	\$ 272,90
II. Specia	Construction Components						
Item No.	Item Description	Notes			Α	llowance	Item Cost
15	Drainage Structures	None			\$	948	\$ -
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			\$	-	\$ -
18	Other	None			\$	1/2/1	\$ - 2
			Special Com	ponents E	stima	te Subtotal:	\$ -
			1, 11,	& III Cons	tructio	n Subtotal:	\$ 3,000,15
			M	lobilization	1	5%	\$ 150,10
				ontingenc		10%	\$ 315,10
			Construc	ction Cost	Estin	nate Total:	\$ 3,465,40

Item Description	Notes	Allowance	Item Cost
Construction		- 2	\$ 3,465,400
Engineering/Survey/Testing		13.0%	\$ 450,500
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.0	00 \$ -	\$ ~2

2024 Roadway Impact Fee Town of Prosper

Item 18.

Town of Prosper

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Town of Prosper Planning Level Cost Estimate Worksheet

Parvin Rd

FM 1385 to 0.61 mi W of Legacy Drive

Roadwa	y Information:						
	Functional Classification:	Major Thoroughfare		No	of Lanes:	6	
	Length (If):	14,995					
	Right-of-Way Width (ft.):	120					
	Median Type:	Raised					
	Pavement Width (BOC to BOC):	24					
	Description:	Widen roadway to thoro	ughfare sta	andard			
Roadwa	y Construction Cost Estimate:						
I. Paving	Construction Cost Estimate						
Item No.	Item Description	Quantity	Unit	L	Init Cost		Item Cost
1	Right of Way Preparation	150	STA	\$	3,000.00	\$	450,000
2	Unclassified Street Excavation	26,700	CY	\$	30.00	\$	801,000
3	8" Lime Stabilized Subgrade	43,400	SY	\$	8.50	\$	368,900
				4		4	

-	right of way rieparation		130	317	7	3,000.00	7	430,000
2	Unclassified Street Excavation		26,700	CY	\$	30.00	\$	801,000
3	8" Lime Stabilized Subgrade		43,400	SY	\$	8.50	\$	368,900
4	Lime for Stabilization (48 lb/SY)		1,040	TON	\$	350.00	\$	364,000
5	9" CRCP		40,000	SY	\$	105.00	\$	4,200,000
6	Curb		29,990	LF	\$	30.00	\$	899,700
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$	
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$	
				Paving I	Estimat	te Subtotal:	\$	7,083,600
II. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct.	Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	141,700
10	Traffic Control					5%	\$	354,200
11	Erosion Control					3%	\$	212,600
12	Drainage Improvements (RCP, Inlets,	MH, Outfalls)				0%	\$	_
13	Landscaping					0%	\$	
14	Illumination					0%	\$	-
			Other Co	mponents I	stimat	e Subtotal:	\$	708,500
III. Specia	Construction Components							
Item No.	Item Description	Notes			Al	llowance		Item Cost
15	Drainage Structures	None			\$	14.0	\$	(2)
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$	-	\$	
18	Other	None			\$	7425	\$	828
			Special Co	mponents I	stimat	e Subtotal:	\$	-
			1.1	I. & III Cons	tructio	n Subtotal:	Ś	7,792,100

	Construction Cost Estimate Total:	9,000,000
Impact Fee Cost Estimate Summar	y	
Item Description	Notes Allowance	Item Cost
Construction	- \$	9,000,000
Engineering/Survey/Testing	13.0%	1,170,000
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.00 \$ - \$	() 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Impact Fee Project Cost Estimate Total:	10,170,000

Mobilization

Contingency

10%

2024 Roadway Impact Fee Town of Prosper Freese and Nichols, Inc. Updated: 11/2024

389,700

818,200

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Town of ProsperPlanning Level Cost Estimate Worksheet

Frontier Pkwy Legacy Dr to DNT

Functional Classification:	Major Thoroughfare	No. of Lanes: 6
Length (If):	5,702	
Right-of-Way Width (ft.):	120	
Median Type:	Raised	
Pavement Width (BOC to BOC):	24	
Description:	Widen roadway to thorough	fare standard

Preparation Preparation Preparation Breet Excavation Preparation P	s, MH, Outfalls)	Quantity 58 10,200 16,500 400 15,300 22,810 0	Unit STA CY SY TON SY LF SF SY Paving I	\$ \$ \$ \$ \$ \$ \$	Jnit Cost 3,000.00 30.00 8.50 350.00 105.00 12.00 5.00 te Subtotal: C Of Paving 2% 5% 3% 0% 0%	\$	174,000 306,000 140,250 140,000 1,606,500 684,300 3,051,050 Item Cost 61,100 152,600 91,600
street Excavation lized Subgrade ilization (48 lb/SY) ewalk and Ramps d Placing Topsoil action Components ption arkings & Signage of rol provements (RCP, Inlets ption action Components prior	s, MH, Outfalls)	10,200 16,500 400 15,300 22,810	CY SY TON SY LF SF SY	\$ \$ \$ \$ \$ \$ \$	30.00 8.50 350.00 105.00 30.00 12.00 5.00 te Subtotal:	\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$	306,000 140,250 140,000 1,606,500 684,300 3,051,050 Item Cost 61,100 152,600
lized Subgrade ilization (48 lb/SY) ewalk and Ramps d Placing Topsoil action Components ption arkings & Signage or	s, MH, Outfalls)	16,500 400 15,300 22,810 0	SY TON SY LF SF SY	\$ \$ \$ \$ \$ \$	8.50 350.00 105.00 30.00 12.00 5.00 te Subtotal: 5. Of Paving 2% 5% 3% 0%	\$	140,250 140,000 1,606,500 684,300 3,051,050 Item Cost 61,100 152,600
ewalk and Ramps d Placing Topsoil action Components ption arkings & Signage or	s, MH, Outfalls)	400 15,300 22,810 0	TON SY LF SF SY	\$ \$ \$ \$ \$ Estima	350.00 105.00 30.00 12.00 5.00 te Subtotal: 5. Of Paving 2% 5% 3% 0%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	140,000 1,606,500 684,300 3,051,050 Item Cost 61,100 152,600
ewalk and Ramps d Placing Topsoil action Components ption arkings & Signage of provements (RCP, Inlets arcomponents ption action Components ption actures	s, MH, Outfalls)	15,300 22,810 0	SY LF SF SY	\$ \$ \$ \$ Estima	105.00 30.00 12.00 5.00 te Subtotal: 5. Of Paving 2% 5% 3% 0%	\$ \$ \$ \$ \$ \$ \$ \$ \$	1,606,500 684,300 3,051,050 Item Cost 61,100 152,600
d Placing Topsoil action Components ption arkings & Signage ol orol provements (RCP, Inlets n Components ption actures	s, MH, Outfalls)	22,810 0	LF SF SY	\$ \$ \$ Estima	30.00 12.00 5.00 te Subtotal: c. Of Paving 2% 5% 3% 0%	\$ \$ \$ \$ \$ \$ \$	3,051,050 Item Cost 61,100 152,600
d Placing Topsoil action Components ption arkings & Signage ol orol provements (RCP, Inlets n Components ption actures	s, MH, Outfalls)	0	SF SY	\$ \$ Estima	12.00 5.00 te Subtotal: . Of Paving 2% 5% 3% 0%	\$ \$ \$ \$ \$ \$	3,051,050 Item Cost 61,100 152,600
d Placing Topsoil action Components ption arkings & Signage ol orol provements (RCP, Inlets n Components ption actures	s, MH, Outfalls)		SY	\$ Estima	5.00 te Subtotal: Of Paving 2% 5% 3% 0%	\$ \$ \$ \$ \$	Item Cost 61,100 152,600
nction Components ption arkings & Signage ption prol provements (RCP, Inlets procedure of the components ption actures	s, MH, Outfalls)	0		Estima	te Subtotal: Of Paving 2% 5% 3% 0%	\$ \$ \$ \$	Item Cost 61,100 152,600
ption arkings & Signage of rol provements (RCP, Inlets on Components ption actures	s, MH, Outfalls)		Paving I		2% 5% 3% 0%	\$ \$ \$ \$	Item Cost 61,100 152,600
ption arkings & Signage of rol provements (RCP, Inlets on Components ption actures	s, MH, Outfalls)			Pct	2% 5% 3% 0%	\$ \$ \$	61,100 152,600
arkings & Signage of rol provements (RCP, Inlets on Components ption actures	s, MH, Outfalls)			Pct	2% 5% 3% 0%	\$ \$ \$	61,100 152,600
ol rol provements (RCP, Inlets in Components ption actures	s, MH, Outfalls)				5% 3% 0%	\$ \$ \$	152,600
n Components ption	s, MH, Outfalls)				3% 0%	\$	
n Components ption actures	s, MH, Outfalls)				0%	\$	91,600
n Components ption actures	s, MH, Outfalls)				1/200		
ption actures					0%	\$	
ption actures							-
ption actures					0%	\$	(2)
ption actures		Other Con	nponents E	stima	te Subtotal:	\$	305,300
ictures							Un Month of the Control
	Notes			15.525	llowance	183	Item Cost
	None			_ \$	949	\$	-
ures	None			_ \$	•	\$	
5	None			_ \$	-	\$	-
	None			_ \$		\$	720
		Special Con	nponents I	stima	te Subtotal:	\$	#
						\$	3,356,350
		55			12.76372011	\$	167,900
						\$	352,500
		Constru	ction Cost	t Estin	nate Total:	\$	3,876,800
	mate Summary	mate Summary	I, II, N C C Constru	I, II, & III Cons Mobilizatio Contingenc Construction Cos	I, II, & III Construction Mobilization Contingency Construction Cost Estir	I, II, & III Construction Subtotal: Mobilization 5%	I, II, & III Construction Subtotal: \$ Mobilization 5% \$ Contingency 10% \$ Construction Cost Estimate Total: \$

 Impact Fee Cost Estimate Summary

 Item Description
 Notes
 Allowance
 Item Cost

 Construction
 \$ 3,876,800

 Engineering/Survey/Testing
 13.0%
 \$ 504,000

 Right-of-Way Acquisition
 Cost per sq. ft.: \$ 1.00
 \$ \$

 Impact Fee Project Cost Estimate Total: \$ 4,380,800

2024 Roadway Impact Fee Town of Prosper

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Town of Prosper Planning Level Cost Estimate Worksheet

Shawnee Trl

Star Trace Pkwy to 982 ft N of Caruth Dr

Roadway	/ Information:						
	Functional Classification:	Minor Thoroughfare		1	No. of Lanes:	4	
	Length (If):	5,755					
	Right-of-Way Width (ft.):	90					
	Median Type:	Raised					
	Pavement Width (BOC to BOC):	24					
	Description:	Widen existing roadway	to thoroug	hfare	standard		
ALCOHOLD STATE OF THE STATE OF	Construction Cost Estimate:						
	Construction Cost Estimate						
Item No.	Item Description	Quantity	Unit		Unit Cost		Item Cost
1	Right of Way Preparation	58	STA	\$	3,000.00	\$	174,000
2	Unclassified Street Excavation	10 300	CY	4	30.00	4	309 000

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ı	Jnit Cost		Item Cost
1	Right of Way Preparation		58	STA	\$	3,000.00	\$	174,000
2	Unclassified Street Excavation		10,300	CY	\$	30.00	\$	309,00
3	8" Lime Stabilized Subgrade		16,700	SY	\$	8.50	\$	141,95
4	Lime for Stabilization (48 lb/SY)		400	TON	\$	350.00	\$	140,00
5	9" CRCP		15,400	SY	\$	105.00	\$	1,617,00
6	Curb		11,510	LF	\$	30.00	\$	345,30
7	Concrete Sidewalk and Ramps		34,530	SF	\$	12.00	\$	414,360
8	Furnishing and Placing Topsoil		9,600	SY	\$	5.00	\$	48,000
				Paving E	stima	te Subtotal:	\$	3,189,610
I. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	63,80
10	Traffic Control					5%	\$	159,50
11	Erosion Control					3%	\$	95,70
12	Drainage Improvements (RCP, Inlets, MH	, Outfalls)				15%	\$	478,50
13	Landscaping					2%	\$	63,80
14	Illumination					3%	\$	95,70
			Other Con	ponents E	stima	te Subtotal:	\$	957,000
II. Specia	Construction Components							
Item No.	Item Description	Notes			Α	llowance		Item Cost
15	Drainage Structures	None			\$	(4)	\$	-
16	Bridge Structures	None			\$	-	\$	-
17	Traffic Signals	None			\$	-	\$	-
18	Other	None			\$	7.25	\$	828
			Special Con	ponents E	stima	te Subtotal:	\$	-
			1, 11,	& III Cons	tructio	on Subtotal:	\$	4,146,610
			N	lobilization	1	5%	\$	207,400
			С	ontingenc	y	10%	\$	435,500
			Constru	ction Cost	Estir	nate Total:	Ś	4,789,600

Item Description	Notes	Allowance	Item Cost
Construction		120	\$ 4,789,600
Engineering/Survey/Testing		13.0%	\$ 622,600
Right-of-Way Acquisition	Cost per sq. ft.: \$ 1.0	0 \$ -	\$ 1 12

2024 Roadway Impact Fee Town of Prosper

Item 18.

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Town of Prosper

Town of Prosper Planning Level Cost Estimate Worksheet

Coit Rd

First St to Frontier Pkwy

Roadway	/ Information:							
	Functional Classification:	Major Tho	oroughfare		N	o. of Lanes:	6	
	Length (If):	10,560						
	Right-of-Way Width (ft.):	120						
	Median Type:	Raised						
	Pavement Width (BOC to BOC):	24						
	Description:	Widen roa	adway to thorou	ighfare sta	ndar	d		
			<i>*</i>					
NAME OF TAXABLE PARTY.	Construction Cost Estimate:							
	Item Description		Quantity	Unit		Unit Cost		Item Cost
1	Right of Way Preparation		106	STA	\$	3,000.00	\$	318,00
2	Unclassified Street Excavation		18,800	CY	\$	30.00	\$	564,00
3	8" Lime Stabilized Subgrade		30,600	SY	\$	8.50	\$	260,10
4	Lime for Stabilization (48 lb/SY)		730	TON	\$	350.00	\$	255,50
5	9" CRCP		28,200	SY	\$	105.00	\$	2,961,00
6	Curb		21,120	LF	\$	30.00	\$	633,60
7	Concrete Sidewalk and Ramps		0	SF	\$	12.00	\$	655,60
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$	-
	Furnishing and Flacing Topson		U			te Subtotal:	-	4,992,200
I. Non-Pa	ving Construction Components							
Item No.	Item Description				Pc	t. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	99,90
10	Traffic Control					5%	\$	249,70
11	Erosion Control					3%	\$	149,80
12	Drainage Improvements (RCP, Inlets, M	H, Outfalls)				0%	\$	
13	Landscaping					0%	\$	
14	Illumination					0%	\$	2
			Other Com	ponents E	stima	te Subtotal:	\$	499,40
1,000	Construction Components							
Item No.	Item Description	Notes			16.50	Allowance		Item Cost
15	Drainage Structures	None			_ \$	143	\$	-
16	Bridge Structures	None			_ \$		\$	
17	Traffic Signals	None			_ \$	-	\$	
18	Other	None			_ \$	7.25	\$	
			Special Com	ponents E	stima	te Subtotal:	\$	*
						on Subtotal:	\$	5,491,60
			M	obilizatio	1	5%	\$	274,60
				ontingenc		10%	\$	576,70
			Construc	ction Cost	Esti	mate Total:	\$	6,342,90
	ee Cost Estimate Summary							
Item Desc		Notes			1	Allowance	1	Item Cost
Constructi		4				(12)	\$	6,342,900
	ng/Survey/Testing					13.0%	\$	824,600

Cost per sq. ft.: \$ 1.00 \$

Impact Fee Project Cost Estimate Total: \$

2024 Roadway Impact Fee Town of Prosper

Right-of-Way Acquisition

Freese and Nichols, Inc. Updated: 11/2024

7,167,500

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Roadway Information:

Town of ProsperPlanning Level Cost Estimate Worksheet

New Road B

Prosper Trl to Frontier Pkwy

	Functional Classification:	Local C	ollector		No	o. of Lanes:	2	
	Length (If):	5,333						
	Right-of-Way Width (ft.):	60						
	Median Type:	None						
	Pavement Width (BOC to BOC):	24						
	Description:	Constru	ict new roadway t	o thoroug	hfare s	standard		
	*	-					_	
Roadway	Construction Cost Estimate:							
I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit		Unit Cost		Item Cost
1	Right of Way Preparation		54	STA	\$	3,000.00	\$	162,000
2	Unclassified Street Excavation		9,500	CY	\$	30.00	\$	285,000
3	8" Lime Stabilized Subgrade		15,500	SY	\$	8.50	\$	131,750
4	Lime for Stabilization (48 lb/SY)		370	TON	\$	350.00	\$	129,500
5	9" CRCP		14,300	SY	\$	105.00	\$	1,501,500
6	Curb		10,670	LF	\$	30.00	\$	320,100
7	Concrete Sidewalk and Ramps		53,330	SF	Ś	12.00	\$	639,960
8	Furnishing and Placing Topsoil		8,300	SY	Ś	5.00	Ś	41,500
	Tarrison Barrer reson Broken					te Subtotal:	- 7	3,211,310
II Non Da	ving Construction Components							-,,
CANCEL CONTRACTOR STATES	Item Description				Det	. Of Paving		Item Cost
9	\$2.00 mm to the control of the \$1.00 mm to the control of the cont				PCI	2%	ċ	64,300
2000	Pavement Markings & Signage						\$	
10	Traffic Control					5%	\$	160,600
11	Erosion Control					3%	\$	96,400
12	Drainage Improvements (RCP, Inlets, MI	H, Outfalls)				15%	\$	481,700
13	Landscaping					2%	\$	64,300
14	Illumination					3%	\$	96,400
			Other Com	ponents E	stima	te Subtotal:	\$	963,700
III. Specia	Construction Components							
Item No.	Item Description	Notes			Д	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	-
16	Bridge Structures	None			\$		\$	
17	Traffic Signals	None			\$	-	\$	-
18	Other	None			\$	7.25	\$	823
			Special Com	ponents E	stima	te Subtotal:	\$	-
			1, 11,	& III Cons	tructio	on Subtotal:	\$	4,175,010
				obilization		5%	\$	208,800
			C	ontingenc	v	10%	\$	438,400
					_	nate Total:	\$	4,822,300
Impact C	no Cost Estimato Summany							
	ee Cost Estimate Summary	Notes				llowance		Item Cost
Item Desc		notes			A	liowance	4	
Construct		24			_	12.00/	\$	4,822,300
	ng/Survey/Testing					13.0%	\$	626,900
Right-of-V	Vay Acquisition		Cost per sq. ft.:	\$ 1.00	\$	-	\$	-
							_	

2024 Roadway Impact Fee Town of Prosper Freese and Nichols, Inc. Updated: 11/2024

5,449,200

Impact Fee Project Cost Estimate Total: \$

Town of Prosper Planning Level Cost Estimate Worksheet

New Road C

New Road B to Greenwood Memorial Dr

unctional Classification:	Commercial Couplet	No. of Lanes: 3
ength (If):	1,637	
Right-of-Way Width (ft.):	65	
Median Type:	TWLTL	
Pavement Width (BOC to BOC):	53	
escription:	Construct new roadway to th	oroughfare standard

I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	ι	Jnit Cost		Item Cost
1	Right of Way Preparation		17	STA	\$	3,000.00	\$	51,000
2	Unclassified Street Excavation		6,500	CY	\$	30.00	\$	195,000
3	8" Lime Stabilized Subgrade		10,100	SY	\$	8.50	\$	85,850
4	Lime for Stabilization (48 lb/SY)		240	TON	\$	350.00	\$	84,000
5	9" CRCP		9,700	SY	\$	105.00	\$	1,018,500
6	Curb		3,280	LF	\$	30.00	\$	98,400
7	Concrete Sidewalk and Ramps		19,650	SF	\$	12.00	\$	235,800
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$	-
				Paving I	Estima	te Subtotal:	\$	1,768,550
II. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct	. Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	35,400
10	Traffic Control					5%	\$	88,500
11	Erosion Control					3%	\$	53,100
12	Drainage Improvements (RCP, Inlets, M	H, Outfalls)				15%	\$	265,300
13	Landscaping					2%	\$	35,400
14	Illumination					3%	\$	53,100
			Other Con	ponents E	stima	te Subtotal:	\$	530,800
III. Specia	Construction Components							
Item No.	Item Description	Notes			Α	llowance		Item Cost
15	Drainage Structures	None			\$	949	\$	19-1
16	Bridge Structures	None			- \$		\$	
17	Traffic Signals	None			- \$	8 - 8	\$	
18	Other	None			\$	725	\$	828
		-	Special Con	ponents E	stima	te Subtotal:	\$	-
			1.11.	& III Cons	tructio	on Subtotal:	\$	2,299,350
				lobilization		5%	Ś	115,000
				ontingenc		10%	\$	241,500
						nate Total:	\$	2,655,900

Item Description	Notes			All	owance	Item Cost
Construction					-	\$ 2,655,900
Engineering/Survey/Testing					13.0%	\$ 345,300
Right-of-Way Acquisition		Cost per sq. ft.: \$	1.00	\$	12	\$ W. 2

2024 Roadway Impact Fee Town of Prosper



Town of Prosper Planning Level Cost Estimate Worksheet

First St N Coleman St to Craig St

Functional Classification:	Commercial Couplet	No. of Lanes: 3
Length (If):	2,429	
Right-of-Way Width (ft.):	65	
Median Type:	TWLTL	
Pavement Width (BOC to BOC):	29	
Description:	Widen existing roadway to th	noroughfare standard

I. Paving (Construction Cost Estimate						
Item No.	Item Description		Quantity	Unit	ı	Jnit Cost	Item Cost
1	Right of Way Preparation		25	STA	\$	3,000.00	\$ 75,000
2	Unclassified Street Excavation		5,300	CY	\$	30.00	\$ 159,000
3	8" Lime Stabilized Subgrade		8,400	SY	\$	8.50	\$ 71,400
4	Lime for Stabilization (48 lb/SY)		200	TON	\$	350.00	\$ 70,000
5	9" CRCP		7,900	SY	\$	105.00	\$ 829,500
6	Curb		4,860	LF	\$	30.00	\$ 145,800
7	Concrete Sidewalk and Ramps		29,150	SF	\$	12.00	\$ 349,800
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$ _
				Paving E	stima	te Subtotal:	\$ 1,700,500
I. Non-Pa	ving Construction Components						
Item No.	Item Description				Pct	. Of Paving	Item Cost
9	Pavement Markings & Signage					2%	\$ 34,10
10	Traffic Control					5%	\$ 85,10
11	Erosion Control					3%	\$ 51,10
12	Drainage Improvements (RCP, Inlets, N	/IH, Outfalls)				15%	\$ 255,10
13	Landscaping					2%	\$ 34,10
14	Illumination					3%	\$ 51,10
			Other Com	ponents E	stima	te Subtotal:	\$ 510,600
170000000000000000000000000000000000000	Construction Components						
	Item Description	Notes			10000	llowance	Item Cost
15	Drainage Structures	None			- \$	(-)	\$ -
16	Bridge Structures	None			\$		\$
17	Traffic Signals	None			- \$	-	\$ -
18	Other	None			\$	2/25	\$ 828
			Special Com	ponents E	stima	te Subtotal:	\$ +
			1, 11,	& III Const	tructio	on Subtotal:	\$ 2,211,100
			M	obilization	1	5%	\$ 110,600
				ontingency		10%	\$ 232,200
			Construc	ction Cost	Estir	nate Total:	\$ 2,553,900

Item Description	Notes		Allowance	Item Cost
Construction			120	\$ 2,553,900
Engineering/Survey/Testing			13.0%	\$ 332,000
Right-of-Way Acquisition	Cost per sq. ft.: \$	1.00 \$	-	\$ W ₂

2024 Roadway Impact Fee Town of Prosper

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Roadway Information:

Town of Prosper Planning Level Cost Estimate Worksheet

McKinley St

Gorgeous Rd to Coleman St

	Functional Classification:	Commerc	ial Couplet		No	o. of Lanes:	2	
	Length (If):	950						
	Right-of-Way Width (ft.):	65						
	Median Type:	TWLTL						
	Pavement Width (BOC to BOC):	40						
	Description:		new roadway a	s Interim t	horou	ighfare stand	ard	
Roadway	y Construction Cost Estimate:							
I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	- 1	Unit Cost		Item Cost
1	Right of Way Preparation		10	STA	\$	3,000.00	\$	30,000
2	Unclassified Street Excavation		2,900	CY	\$	30.00	\$	87,000
3	8" Lime Stabilized Subgrade		4,500	SY	\$	8.50	Ś	38,250
4	Lime for Stabilization (48 lb/SY)		110	TON	\$	350.00	\$	38,500
5	9" CRCP		4,300	SY	\$	105.00	\$	451,500
6	Curb		1,900	LF	\$	30.00	\$	57,000
7	Concrete Sidewalk and Ramps		11,400	SF	\$	12.00	\$	136,800
8	Furnishing and Placing Topsoil		1,400	SY	Ś	5.00	\$	7,000
	dilliaming and reading reposit		2,100			te Subtotal:		846,050
II Non-Da	iving Construction Components			,				,
	Item Description				Pct	. Of Paving		Item Cost
g stem No.	Pavement Markings & Signage				PCC	2%	\$	17,000
10	Traffic Control					5%	\$	42,400
11	Erosion Control					3%	\$	25,400
12	Drainage Improvements (RCP, Inlets, M	III Outfalls)				15%	\$	127,000
13	Landscaping	in, Gutians)				2%	S	17,000
14	Illumination					3%	Ś	25,400
14	Illumination		Other Com	nonente F	etima	te Subtotal:	\$	254,200
			Other Com	ponents E	Stima	te Subtotai.	7	234,200
	I Construction Components							
	Item Description	Notes				llowance		Item Cost
15	Drainage Structures	None			_ \$	948	\$	-
16	Bridge Structures	None			_ \$		\$	
17	Traffic Signals	None			_ \$	9 .4 9	\$	
18	Other	None			_ \$	7/2/5	\$	828
			Special Com	ponents E	stima	te Subtotal:	\$	*
			1, 11,	& III Cons	truction	on Subtotal:	\$	1,100,250
				obilization		5%	\$	55,100
				ontingency		10%	\$	115,600
						nate Total:	-	1,271,000

Notes

Cost per sq. ft.: \$

2024 Roadway Impact Fee Town of Prosper

Engineering/Survey/Testing

Right-of-Way Acquisition

Item Description

Construction

Freese and Nichols, Inc. Updated: 11/2024

Item Cost 1,271,000

165,200

1,436,200

\$ \$

Allowance

13.0%

1.00 \$ Impact Fee Project Cost Estimate Total: \$



Roadway Information:

Town of Prosper Planning Level Cost Estimate Worksheet

Craig Rd

Preston Rd to West Broadway St

	Functional Classification:	Comme	ercial Couplet		N	o. of Lanes:	3	
	Length (If):	2,218						
	Right-of-Way Width (ft.):	65						
	Median Type:	TWLTL	a .					
	Pavement Width (BOC to BOC):	29	K					
	Description:		existing roadway t	o thoroug	hfaro	standard	_	
	Description:	widen	existing roadway t	o thoroug	mare	Stallualu		
Roadway	Construction Cost Estimate:							
I. Paving (Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit		Unit Cost		Item Cost
1	Right of Way Preparation		23	STA	\$	3,000.00	\$	69,000
2	Unclassified Street Excavation		4,800	CY	\$	30.00	\$	144,000
3	8" Lime Stabilized Subgrade		7,700	SY	\$	8.50	\$	65,450
4	Lime for Stabilization (48 lb/SY)		180	TON	\$	350.00	\$	63,000
5	9" CRCP		7,200	SY	\$	105.00	\$	756,000
6	Curb		4,440	LF	\$	30.00	\$	133,200
7	Concrete Sidewalk and Ramps		26,620	SF	\$	12.00	\$	319,440
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	Ś	313,440
	Turnsting and Flacing Topson		,		25,500	ate Subtotal:		1,550,090
II Non Da	ving Construction Components					ace oubtotun	*	2,550,050
	Item Description				De	t. Of Paving		Item Cost
9					-	2%	\$	31,100
10	Pavement Markings & Signage Traffic Control					5%	\$	77,600
11						3%	\$	
	Erosion Control	1 O #f-II-)					\$	46,600
12	Drainage Improvements (RCP, Inlets, MI	H, Outrails)				15%		232,600
13	Landscaping					2%	\$	31,100
14	Illumination		Other Com		ation o	3%	\$	46,600
			Other Con	ponents i	stima	ite Subtotal:	>	465,600
12.000	Construction Components							
	Item Description	Notes				Allowance		Item Cost
15	Drainage Structures	None			_ \$	9 - 9	\$	-
16	Bridge Structures	None			_ \$	•	\$	
17	Traffic Signals	None			_ \$	-	\$	-
18	Other	None			\$		\$	-
			Special Con	iponents i	stima	te Subtotal:	\$	-
						on Subtotal:	\$	2,015,690
			M	obilizatio	n	5%	\$	100,800
			C	ontingenc	у	10%	\$	211,700
			Construc	tion Cos	t Esti	mate Total:	\$	2,328,200
Impact F	ee Cost Estimate Summary							
Item Desc		Notes			-	Allowance		Item Cost
Construct							\$	2,328,200
	ng/Survey/Testing				_	13.0%	\$	302,700
-	Vay Acquisition	-	Cost per sq. ft.:	\$ 1.00	\$	-	\$	-

Impact Fee Project Cost Estimate Total: \$

2024 Roadway Impact Fee Town of Prosper

Freese and Nichols, Inc. Updated: 11/2024

2,630,900



Town of Prosper Planning Level Cost Estimate Worksheet

West Broadway St

Craig Rd to Preston Rd

Roadway Information:							
Functional Classification	: Cor	nmercial Couplet		No	o. of Lanes:	3	
Length (If):	1,1	09					
Right-of-Way Width (ft.): 65						
Median Type:	TW	TWLTL					
Pavement Width (BOC t	o BOC): 29						
Description:	Wid	den existing roadway t	o thoroug	hfare	standard		
Roadway Construction Cost Es	timate:						
Paving Construction Cost Estima	te						
Item No. Item Description		Quantity	Unit		Unit Cost		Item Cost
1 Right of Way Preparation		12	STA	\$	3,000.00	\$	36,000

. Paving C	Construction Cost Estimate							
Item No.	Item Description		Quantity	Unit	U	nit Cost		Item Cost
1	Right of Way Preparation		12	STA	\$	3,000.00	\$	36,000
2	Unclassified Street Excavation		2,400	CY	\$	30.00	\$	72,000
3	8" Lime Stabilized Subgrade		3,900	SY	\$	8.50	\$	33,150
4	Lime for Stabilization (48 lb/SY)		90	TON	\$	350.00	\$	31,500
5	9" CRCP		3,600	SY	\$	105.00	\$	378,000
6	Curb		2,220	LF	\$	30.00	\$	66,600
7	Concrete Sidewalk and Ramps		13,310	SF	\$	12.00	\$	159,720
8	Furnishing and Placing Topsoil		0	SY	\$	5.00	\$	-
				Paving I	stimat	e Subtotal:	\$	776,970
II. Non-Pa	ving Construction Components							
Item No.	Item Description				Pct.	Of Paving		Item Cost
9	Pavement Markings & Signage					2%	\$	15,600
10	Traffic Control					5%	\$	38,90
11	Erosion Control					3%	\$	23,40
12	Drainage Improvements (RCP, Inlets, N	/IH, Outfalls)				15%	\$	116,600
13	Landscaping	534 FE 15-16 E 5 5 5 5 5 7 F 7 F 7				2%	\$	15,60
14	Illumination					3%	\$	23,40
			Other Con	nponents E	stimat	e Subtotal:	\$	233,500
II. Specia	Construction Components							
Item No.	Item Description	Notes			All	lowance		Item Cost
15	Drainage Structures	None			\$	940	\$	-
16	Bridge Structures	None			- \$	-	\$	
17	Traffic Signals	None			\$		\$	
18	Other	None			- \$	1025	\$	828
		7	Special Con	nponents E	stimat	e Subtotal:	\$	-
			1.11.	& III Cons	tructio	n Subtotal:	\$	1,010,470
				obilization		5%	Ś	50,600
				ontingenc		10%	\$	106,200
						ate Total:	Ś	1,167,300

Item Description	Notes			Allo	owance		Item Cost
Construction					-	\$	1,167,300
Engineering/Survey/Testing				1	3.0%	\$	151,700
Right-of-Way Acquisition	-	Cost per sq. ft.: \$	1.00	\$	12	\$	**2
100 m		Impact Fee Project	t Cost	Estima	te Total	Ċ	1,319

2024 Roadway Impact Fee Town of Prosper

Appendix G CIP Service Units of Supply



Reference CIP No.	Roadway	From	2	Status	(m)	Lanes			Serv. Area			3	E COM			Deficiency
							-			-						,
1-Gee-a	Gee Rd	NofUS	First St	Reconb	0.65	2	Major Thoroughfare	200	100%	460	637	1097	910	713	197	0
1-Gee-b Gee Rd	Gee Rd	0.187 mi N of US 380	First St	New	0.65	2	Major Thoroughfare	200	100%	0	0	0	910	0	910	0
1-Gee-c	Gee Rd	US 380	0.187 mi N of US 380	New	0.07	2	Major Thoroughfare	200	100%	0	0	0	86	0	86	0
1-Gee-d Gee Rd	Gee Rd	First St	FM 1385	New	0.97	4	Major Thoroughfare	200	100%	0	0	0	2716	0	2716	0
1-Tel-a	Teel Pkwy	US 380	871ft N of US 380	Recoup	0.17	2	Major Thoroughfare	200	100%	200	397	1097	238	186	52	0
1-Tel-c	Teel Pkwy	First St	314 ftS of First St	Recoup	0.05	2	Major Thoroughfare	200	100%	040	397	1037	20	52	18	0
1-Tel-b	Teel Pkwy	871ftN of US 380	314 ftS of First St	Reconb	0.51	2	Major Thoroughfare	200	100%	099	397	1057	714	539	175	0
	Teel Pkwy	US 380	First St	New	0.73	2	Major Thoroughfare	200	100%	0	0	0	1022	0	1022	0
	Teel Pkwy	First St	381 ftN of Roundtree Dr	New	0.56	2	Major Thoroughfare	200	100%	0	0	0	784	0	784	0
1-Tel-f	Teel Pkwy	88 ft N of N Windsong Pk	88 ft N of N Windsong Pkv 381 ft N of Roundtree Dr	Reconb	0.36	2	Major Thoroughfare	200	100%	279	101	380	204	137	367	0
1-Tel-g	Teel Pkwy	88 ft N of N Windsong Pk	v Prosper Trl	New	0.30	2	Major Thoroughfare	200	100%	0	0	0	420	0	420	0
1-Tel-h Teel Pkwy	Teel Pkwy	First St	Parvin Rd	New	1.77	2	Major Thoroughfare	200	100%	0	0	0	2478	0	2478	0
1-Tel-i	Teel Pkwy	Prosper Trl	Parvin Rd	New	1.23	2	Major Thoroughfare	200	100%	0	0	0	1722	0	1722	0
1-Lgy-b	Legacy Dr	Scarlet	First St	New	0.41	4	Major Thoroughfare	200	100%	0	0	0	1148	0	1148	0
1-Lgy-a	Legacy Dr	US 380	Scarlet Dr	Recoup	09:0	4	Major Thoroughfare	200	100%	250	250	200	1680	300	1380	0
1-Lgy-c	Legacy Dr	US 380	First St	New	1.00	2	Major Thoroughfare	200	100%	0	0	0	1400	0	1400	0
1-Lgy-f	Legacy Dr	Prosper Trl	Parvin Rd	New	0.57	2	Major Thoroughfare	200	100%	0	0	0	798	0	798	0
1-Lgy-g	Legacy Dr	Prosper Trl	Parvin Rd	New	0.57	2	Major Thoroughfare	200	100%	0	0	0	798	0	798	0
1-Lgy-h	Legacy Dr	Parvin Rd	Frontier Pkwy	New	0.47	2	Major Thoroughfare	200	20%	0	0	0	329	0	329	0
1-Lgy-i	Legacy Dr	Parvin Rd	Frontier Pkwy	New	0.47	2	Major Thoroughfare	700	20%	0	0	0	329	0	329	0
1-Lgy-d	Legacy Dr	First St	Prosper Trl	New	1.09	2	Major Thoroughfare	700	100%	0	0	0	1526	0	1526	0
1-Lgy-e	Legacy Dr	First St	Prosper Trl	New	1.09	2	Major Thoroughfare	700	100%	0	0	0	1526	0	1526	0
1-Rd-a	New Road A	US 380	First St	New	1.01	2	Commercial Collector	450	100%	0	0	0	606	0	606	0
1-Rd-c	1-Rd-c New Road C	New Road B	Greenwood Memorial Dr	New	0.31	က	Commercial Collector	200	100%	0	0	0	310	0	310	0
1-Rd-b	New Road B	Prosper Trl	Frontier Pkwy	New	1.01	2	Commercial Collector	450	100%	0	0	0	606	0	606	0
1-Pvn-a	Parvin Rd	FM 1385	0.61 mi W of Legacy Drive	New	2.84	2	Major Thoroughfare	700	20%	0	0	0	1988	0	1988	0
1-Pvn-b	Parvin Rd	FM 1385	0.61 mi W of Legacy Drive	New	2.84	2	Major Thoroughfare	700	20%	0	0	0	1988	0	1988	0
1-FP-a	Frontier Pkwy	Legacy Dr	LNO	New	1.08	2	Major Thoroughfare	700	20%	0	0	0	756	0	756	0
	Frontier Pkwy	Legacy Dr	DNT	New	1.08	2	Major Thoroughfare	700	20%	0	0	0	756	0	756	0
	Frontier Pkwy	DNT	BNSFRR	Recoup	1.08	2	Major Thoroughfare	200	20%	384	0	384	756	415	341	0
1-FP-d	Frontier Pkwy	DNT	BNSFRR	New	1.08	2	Major Thoroughfare	200	20%	0	0	0	756	0	756	0
1-MP-a	Mahard Pkwy	US 380	Prairie Dr	Reconb	0.36	4	Major Thoroughfare	650	100%	384	391	775	936	279	657	0
1-MP-b	Mahard Pkwy	Prairie Dr	500 N of Prairie Dr	Reconb	0.10	2	Major Thoroughfare	650	100%	384	391	775	130	78	53	0
1-MP-c		Prairie Dr	500 N of Prairie Dr	New	0.10	2	Major Thoroughfare	650	100%	0	0	0	130	0	130	0
1-MP-d	Mahard Pkwy	500 N of Prairie Dr	Lovers Lane	New	0.13	4	Major Thoroughfare	650	100%	0	0	0	338	0	338	0
1-Saf-a	1-Saf-a Safety Way	DNT		Recoup	0.48	2	Commercial Collector	420	100%	200	250	420	432	216	216	0
1-PT-a	Prosper Trl	Teel Pkwy	2550'E of Teel Pkwy	New	0.77	2	Minor Thoroughfare	650	100%	0	0	0	1001	0	1001	0
1-PT-b	Prosper Trl	1617'E of Teel Pkwy	3149'E of Teel Pkwy	New	0.29	2	Minor Thoroughfare	650	100%	0	0	0	377	0	377	0
1-PT c	Prosper Trl	3149'E of Teel Pkwy	Legacy Dr	New	0.30	2	Minor Thoroughfare	650	100%	0	0	0	390	0	390	0
٠ ٢ ١	1-P1-d Prosper III	Legacy Dr	DNI	New	90.1	N 0	Minor Ihoroughtare	069	100%	0 5	0 0	0 0	141/	0 0	1417	0
7 704 0	Tiospel III	E CONTRACTOR	T T T T T T T T T T T T T T T T T T T	dnooau	0.00	۷ (Minor Thoroughfare	000	100%	163	000	745	1547	0 00	320	0 0
1-151-a	First Ct	Tool Dome	Shihor E	dnood	5 5	۷ (Minor Thoroughfare	020	100%	5 7	157	5 6	1513	347	000	
1-1st-c	First St	StuberES	DNT	Mew	5 4	2 0	Minor Thoroughfare	650	100%	2 0	2 0	2 0	1833	0	1833	0
1-1st-d	First St	DNT	BNSFRR	New	0.68	2	Minor Thoroughfare	650	100%	0	0	0	884	0	884	0
1-PD-a	Prairie Dr	Teel Pkwy	290 ft W of Waters Edge V	New	0.52	4	Minor Thoroughfare	650	100%	0	0	0	1352	0	1352	0
	Prairie Dr	290 ft W of Waters Edge	V Shawnee Trl	Recoup	1.64	4	Minor Thoroughfare	650	100%	425	425	850	4264	1394	2870	0
	Shawnee Trl	Prairie Dr	Lovers Lane	Recoup	0.22	4	Minor Thoroughfare	650	100%	25	22	20	572	11	561	0
1-ST-c	Shawnee Trl	Star Trace Pkwy	982 ft N of Caruth Dr	Recoup	1.09	2	Minor Thoroughfare	650	100%	20	20	40	1417	44	1373	0
1-ST-b	Shawnee Trl	Lovers Lane	Star Trace Pkwy	New	0.88	4	Minor Thoroughfare	650	100%	0	0	0	2288	0	2288	0
1-ST-d	Shawnee Trl	Star Trace Pkwy	982 ft N of Caruth Dr	New	1.09	2	Minor Thoroughfare	650	100%	0	0	0	1417	0	1417	0
1-ST-e	1-ST-e Shawnee Trl	982 ft N of Caruth Dr	Frontier Pkwy	New	0.46	4	Minor Thoroughfare	650	100%	0	0	0	1196	0	1196	0
1-LL-b	1-LL-b Lovers Lane	DNT	BNSFRR	New	0.59	4	Minor Thoroughfare	650	100%	0	0	0	1534	0	1534	0
1-LL-a	Lovers Lane	Mahard Pkwy	DNT	New	0.72	4	Minor Thoroughfare	650	100%	0	0	0	1872	0	1872	0
1-Mik-a	1-Mik-a Mike Howard	First St	1,200 ft S of Prosper Trl	Reconb	92.0	2	Commercial Collector	420	100%	100	120	250	684	190	494	0
												10,503	59,716	6,374	53,342	0

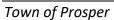


2-Ct-a Coft Rd 2-Ct-b Coft Rd 2-Ct-c Coft Rd 2-FP-a Frontier Pkwy 2-FP-a Frontier Pkwy 2-FP-b Frontier Pkwy 2-FP-b Frontier Pkwy 2-FP-b Frosper Trl 2-FT-b Prosper Trl 2-FT-b Prosper Trl 2-FT-b Prosper Trl 2-FT-c First St 2-15t-c First St 2-15t-	Coit Rd Coit Rd Coit Rd Coit Rd Frontier Pkwy Frontier Pkwy Prosper Tri Prosper Tri Prosper Tri Prosper Tri First St Fir	From US 380 First St First St BNSF RR BNSF RR BNSF RR S60' E of Preston Rd 560' E of Preston Rd 560' E of Coit Rd BNSF RR Coit Rd BNSF RR O'Coit Rd Coit Rd C	First St Frontier Pkwy Frontier Pkwy Preston Rd Preston Rd Preston Rd Cott Rd Cott Rd Preston Rd Cott Rd Lover Lae Cott Rd Cot	Slatus New New New Recoup Recoup Recoup Recoup Recoup New New New New Recoup	(m) 1.01 2.00 2.00 1.01 1.11 1.11 0.83 0.18 0.46 0.46	Lanes 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Major Thoroughfare Major Thoroughfare Major Thoroughfare Major Thoroughfare	Capacity 700 700	Serv. Area 100%	0 0	8	Total	Pk Hr Total	Pk Hr Total	VMT Capacity	Deficiency
2-Ct-a Coit R 2-Ct-b Coit R 2-Ct-c Coit R 2-FP-a Frontic 2-FP-b Frontic 2-FT-a Prosp 2-PT-c Prosp 2-PT-c Prosp 2-PT-b Frontic 2-St-b First S 2-Ist-a First S 2	d d d d d d d d d d d d d d d d d d d	First St First St BNSF RR BNSF RR BNSF RR BNSF RR 560' E of Preston Rd 560' E of Cott Rd BNSF RR Cott Rd BNSF RR Cott Rd Cott		New New New New Recoup Recoup Recoup Recoup Recoup New	1.01 2.00 2.00 1.01 1.01 1.11 1.11 1.76 0.83 0.18 0.03 7.00 0.37	2 2 2 2 2 2	Major Thoroughfare Major Thoroughfare Major Thoroughfare Major Thoroughfare	700 700 700 700 700 700 700 700 700 700	100%	0 0	0	0	1414	O	1414	
2-Ct-b Coff R 2-FP-a Frontic 2-FP-b Frontic 2-FP-b Frontic 2-FT-a Prosp 2-PT-c Prosp 2-PT-d Pros	d d d d d d d d d d d d d d d d d d d	First St First St BNSF RR BNSF RR BNSF RR 560'E of Preston Rd 560'E of Preston Rd Coleman St Craig St Colt Rd		New New New Recoup Recoup Recoup New	2.00 2.00 1.01 1.01 1.11 0.83 0.18 0.18 0.37 1.51	0 0 0 0 0	Major Thoroughfare Major Thoroughfare Major Thoroughfare	7007	1000%	0	-			,	r r	0
2-FP-a Frontic 2-FP-b Frontic 2-FP-b Frontic 2-PT-a Prosp 2-PT-b Prosp 2-PT-b Prosp 2-PT-b Prosp 2-PT-b Frist 2-1st-b Frist 5 2-1st-b Frist 5	d ar Pkwy ar Pkwy ar Tri ar Tri ar Tri ar Tri ar Tri mid Bivd	BNSF RR BNSF RR BNSF RR BNSF RR 560° E of Preston Rd 560° E of Preston Rd S60° E of Preston Rd Coleman St Craig St Col Rd Coleman Coleman Lovers Lane Lovers Lane Lover Lane Lov	S	New Recoup Recoup Recoup Recoup New New New New New Recoup Recoup	2.00 1.01 1.01 1.11 1.76 0.83 0.83 0.46 0.46	0 0 0 0	Major Thoroughfare Major Thoroughfare	200	0,001	,	0	0	2800	0	2800	0
2-FP-b Frontic 2-FP-b Frontic 2-PT-a Prosp 2-FT-b Prosp 2-FT-b Prosp 2-FT-b Prosp 2-FT-b Prosp 2-FT-b First 5 2-1st-c First 6 2-1st-c First 6	IF Pkwy IF Pkwy IF Tri IF T	BNSF RR BNSF RR 560° E of Preston Rd 560° E of Preston Rd 864° E of Coit Rd BNSF RR N Coleman St Craig St Colt Rd Colt Rd Coleman Lovers Lane Lovers Lane Lover Lane Lover Lane		Recoup Recoup Recoup Recoup New New New New Recoup Recoup Recoup Recoup	1.01 1.01 1.11 1.17 0.83 0.08 0.37 0.46 0.46	2 2 2	Major Thoroughfare	3	100%	0	0	0	2800	0	2800	0
2-FP-b Frontic 2-PT-a Prosper 2-PT-c Prosper 2-PT-b Prosper 2-PT-d Prosper 2-PT-d Prosper 2-1st-b First 5-1st-b Fi	ar Tri ar ar Tri ar Dri a	BNSF RR BNSF RR 560° E of Preston Rd 560° E of Preston Rd 864° E of Coit Rd BNSF RR N Coleman St Craig St Colt Rd Colt		New Recoup Recoup New New New Recoup Recoup Recoup Recoup	1.01 1.11 0.083 0.18 1.76 0.37 1.51	2 2		700	20%	475	0	475	707	480	227	0
2-PT-a Prospo 2-PT-c Prospo 2-PT-b Prospo 2-1st-a First 5 2-1st-b First 5 2-1st-c First 5 2-1st-d First 5 2-1s	ar Tri	BNSF RR 560° E of Preston Rd 560° E of Preston Rd 864° E of Coit Rd BNSF RR N Coleman St Craig St Colt Rd Colt Rd Coleman Loves Lane Loves Lane 1287° W of La Clina		Recoup Recoup New New New Recoup Recoup Recoup	0.83 0.18 1.76 0.37 0.37	2	Major Thoroughfare	200	20%	0	0	0	707	0	707	0
2-PT-c Prosponson 2-PT-b Prosponson 2-PT-d Prosponson 2-1st-a First S-1st-d First S-1st-d First S-RB-b Richla S-RB-c Richla S-RB-c Richla S-RB-d Richla S-RB	in a Bixi	S60' E of Preston Rd S60' E of Preston Rd 864" E of Coit Rd BNSF RR N Coleman St Craig St Coit Rd Coleman Lovers Lane Lovers Lane 1467' E of Loring		Recoup New New New Recoup Recoup	0.83 0.18 1.76 0.37 0.46		Minor Thoroughfare	029	100%	623	588	1211	1443	1345	86	0
2-PT-b Prospon 2-PT-d Prospon 2-1st-a First S 2-1st-b First S 2-1st-d First S 2-1st-d First S 2-RB-a Richla 2-RB-b Richla 2-RB-d Richla 2-RB-d Richla 2-RB-d Richla 2-RB-d Richla 2-Col-a Colem	Tri ii i	864' E of Preston Rd 864' E of Coit Rd BNSF RR N Coleman St Craig St Coit Rd Coleman Lovers Lane Lovers Lane 1467' E of La Cima		New New New New Recoup Recoup	0.18	2	Minor Thoroughfare	029	100%	220	586	1135	1079	942	137	0
2-PT-d Prosponda	it i	864' E of Cotr Rd BNSF RR N Coleman St Craig St Colt Rd Coleman Lovers Lane Lovers Lane 1287' W of La Clina	d dans St	New New New Recoup Recoup	0.37	2	Minor Thoroughfare	029	100%	220	586	1135	234	204	30	0
2-1st-a First S 2-1st-b First S 2-1st-c First S 2-1st-d First S 2-1st-d First S 2-RB-a Richla S-RB-b Richla S-RB-c Richla S-RB-c Richla S-RB-d Richla S-RB-d Richla S-Col-a Colem	Ma Bivd Bivd Bivd Bivd Bivd Bivd Bivd Bivd	BNSF RR N Coleman St Craig St Coit Rd Coleman Lovers Lane 1287 W of La Cima	lan St	New Neccoup Recoup Recoup	0.37	2	Minor Thoroughfare	650	100%	0	0	0	2288	0	2288	0
2-1st-b First S 2-1st-c First S 2-1st-d First S 2-1st-d First S 2-RB-a Richla 2-RB-b Richla 2-RB-c Richla 2-RB-d Richla 2-RB-d Richla 2-Col-a Colem	it it ind Blvd ind Bl	N Coleman St Craig St Coit Rd Coleman Lovers Lane Lovers Lane 487 W of La Cima	d d d	New Recoup Recoup	1.51	2	Minor Thoroughfare	650	100%	0	0	0	481	0	481	0
2-1st-c First S 2-1st-d First S 2-RB-a Richla 2-RB-b Richla 2-RB-c Richla 2-RB-c Richla 2-RB-c Richla 2-Col-a Colem	nd Blvd ind Blvd ind Blvd ind Blvd	Coal Rd Coleman Lovers Lane 287 W of La Cima	Rd ane	Recoup Recoup	1.51	2	Minor Thoroughfare	525	100%	0	0	0	483	0	483	0
2-1st-d First S 2-RB-a Richla 2-RB-b Richla 2-RB-c Richla 2-RB-d Richla 2-RB-d Colem 2-Col-a Colem	nd Blvd nd Blvd ind Blvd ind Blvd	Coit Rd Coleman Lovers Lane 287' W of La Cima	Custer Rd Lovers Lane	Recoup	0	2	Minor Thoroughfare	650	100%	146	153	299	1963	452	1511	0
2-RB-b Richla 2-RB-b Richla 2-RB-c Richla 2-RB-d Richla 2-Col-a Colem	nd Blvd nd Blvd nd Blvd nd Blvd	Coleman Lovers Lane 287' W of La Cima	Lovers Lane	Recoup	2.00	2	Minor Thoroughfare	650	100%	181	117	298	2678	614	2064	0
2-RB-c Richla 2-RB-c Richla 2-RB-d Richla 2-Col-a Colem	nd Blvd Ind Blvd	Lovers Lane 287' W of La Cima	287' W of La Cima		0.56	4	Minor Thoroughfare	650	100%	250	250	200	1456	280	1176	0
2-RB-c Richla 2-RB-d Richla 2-Col-a Colem	nd Blvd	287' W of La Cima	20/ vv OI La CIII ca	New	0.37	4	Minor Thoroughfare	650	100%	0	0	0	962	0	962	0
2-Col-a Colem	nd Blvd	160' E of La Cima	160' E of La Cima	Recoup	0.41	4	Minor Thoroughfare	650	100%	25	25	20	1066	21	1046	0
2-Col-a Colem		וסט ביט במ כווימ	Prosper Commons	New	0.45	4	Minor Thoroughfare	650	100%	0	0	0	1170	0	1170	0
	an St	Richland Blvd	Lovers Lane	Reconb	0.27	2	Minor Thoroughfare	650	100%	258	326	584	351	158	193	0
2-Col-b Coleman St	an St	Lovers Lane	First St	New	0.38	2	Minor Thoroughfare	650	100%	0	0	0	494	0	494	0
2-Col-c Coleman St	an St	Gorgeous Rd	Prosper Tri	New	0.50	2	Minor Thoroughfare	650	100%	0	0	0	650	0	650	0
2-Col-d Coleman St	an St	Prosper Tri	Talon	New	0.61	2	Minor Thoroughfare	650	100%	0	0	0	793	0	793	0
2-Col-e Coleman St	an St	Talon	Victory Way	Reconb	0.46	2	Minor Thoroughfare	650	100%	287	402	689	298	317	281	0
2-Col-f Coleman St	an St	Victory Way	Preston Rd	Reconb	0.51	4	Minor Thoroughfare	650	100%	287	402	689	1326	351	975	0
2-LL-b Lovers Lane	Lane	Gateway Dr	US 380	Reconb	1.12	4	Minor Thoroughfare	029	100%	287	402	689	2912	772	2140	0
2-LL-a Lovers Lane	Lane	BNSFRR	Gateway Dr	New	0.29	4	Minor Thoroughfare	029	100%	0	0	0	754	0	754	0
2-Vfy-a Victory Way	√ Way	Coleman St	Frontier Pkwy	Reconb	0.36	2	Minor Thoroughfare	650	100%	450	450	006	468	324	144	0
2-Vty-b Victory Way	√ Way	Coleman St	Frontier Pkwy	New	0.36	2	Minor Thoroughfare	650	100%	0	0	0	468	0	468	0
2-Mck-a McKinley St	lley St	Gorgeous Rd	W 5th St	Reconb	0.22	2	Old Town District	200	100%	195	195	390	110	86	24	0
2-Mck-b McKinley St	lley St	Gorgeous Rd	Coleman St	New	0.18	2	Old Town District	200	100%	0	0	0	06	0	06	0
2-Crg-a Craig Rd	Rd	Preston Rd	West Broadway St	New	0.42	2	Commercial Couplet	200	100%	0	0	0	210	0	210	0
2-WB-a West Broadway St	Broadway St	Craig	Preston Rd	New	0.21	2	Old Town District	200	100%	0	0	0	105	0	105	0
												9,046	33,060	6,345	26,715	0

Appendix H Existing Roadway Facilities Inventory







	65		2		Lalids	26	Capacity	Sel v. Al ed	۲	٥	loral	A Dr PK Dir	i i i	₩ Hr Iotal	H II IOISI	excess Capacity	Lericiency
×	US 380	FM 1385	Gee Road	1.01	2	SRA	925	20%		1619	1619	0	1869	1869	1635	234	0
×	US 380	Gee Road	Legacy Drive	2.04	2	SRA	925	20%		1619	1619	0	3774	3774	3301	472	0
×	US 380	Legacy Drive	Dallas Parkway	1.45	2	SRA	925	20%		1619	1619	0	2683	2683	2347	336	0
×	US 380	Dallas Parkway	Railroad	0.45	9	SRA	925	20%		1619	1619	0	1249	1249	728	520	0
	FM 1385	US 380	Parvin Road	2.29	7	SUC	450	20%	918		918	1028	0	1028	2098	0	1069
	Fantior Dodge	Location Drive	Dollo Dakum	7.00	۷ (200	004	200%	200	t	5 7 00	707	0	193	4 6	177	0
-	Frontier Parkway	Dallas Parkway	Pailroad	0.0	7 4	702	650	20%	384		384	1416	0	1416	310	860	
-	Legacy Drive	Frontier Parkway	Fishtrap Road	2 14	1 0	2002	450	100%	28.5	228	143	965	965	1930	307	1623	
	Fishtran Road	FM 1385	I edacy Drive	3.41	1 0	2002	450	100%	163	182	345	1534	1534	3068	1176	1892	
	First Street	Legacy Drive	Dallas Parkway	1.17	2 2	SUC 2UC	450	100%	099	815	1475	527	527	1053	1726	0	673
	First Street	Dallas Parkway	Railroad	0.64	2	2UC	450	100%	2694	2694	5389	288	288	576	3450	0	2874
	Prosper Trail	Teel Pkwy	Dallas Parkway	2.41	2	2UR	150	100%	273	273	247	362	362	723	1318	0	595
	Prosper Trail	Dallas Parkway	Railroad	92.0	4	4DA	650	100%	1718	1791	3509	066	066	1980	2671	0	692
	Gee Road	US 380	Fishtrap Road	0.77	2	2UC	450	100%	460	637	1097	344	344	689	839	0	151
	Teel Pkwy	US 380	Prosper Trail	1.98	2	2UC	420	100%	209	397	1106	891	891	1781	2189	105	513
	Dallas Parkway	Frontier Parkway	Prosper Trail	0.98	2	2UA	700	100%		275	275	0	989	989	270	416	0
4	Dallas Parkway	Prosper Trail	First Street	1.01	2	2UA	200	100%		636	929	0	707	707	642	65	0
	Dallas Parkway	Hrst Street	US 380	1.02	2	ZUA	700	100%		632	632	0	714	714	644	70	0
Sub-Total												10,024	17,580	27,604	26,183	7,986	995'9
×	US 380	Railroad	Preston Road	0.57	9	SRA	925	%09		1762	1762	0	1587	1587	1008	579	0
×	US 380	Preston Road	La Cima Boulevard	1.03	9	SRA	925	20%		1762	1762	0	2859	2859	1815	1044	0
×	US 380	La Cima Boulevard	Coit Road	96.0	9	SRA	925	20%		1762	1762	0	2665	2665	1692	973	0
×	US 380	Coit Road	Custer Road	2.01	9	SRA	925	20%	į	1762	1762	0 !	5587	5587	3547	2040	0
	First Street	Coleman Street	Crain Road	0.37	7 0	20 5	450	100%	404	310	883	791	/QL	333	327	∞ ∞	- 0
	First Street	Craig Road	Coit Road	1.51	1 4	4DA	650	100%	469	468	937	1961	1961	3922	1414	2508	
	First Street	Coit Road	Custer Road	2.05	4	4DA	650	100%	181	117	298	2666	2666	5333	611	4722	0
	Prosper Trail	Railroad	Coleman Street	0.13	4	4DA	650	100%	369	389	758	170	170	340	66	241	0
	Prosper Trail	Coleman Street	Preston Road	0.97	4	4DA	650	100%	657	610	1267	1261	1261	2521	1228	1293	0
	Prosper Trail	Preston Road	Coit Road	1.02	4	4DA	650	100%	220	586	1135	1330	1330	2659	1161	1498	0
	Prosper Trail	Coit Road	4000'W of Custer Rd	1.26	2	2UA	200	100%	536	430	996	879	879	1758	1213	545	0
× ;	Prosper Irail	4000' W of Custer Rd	2650'W of Custer Rd	0.26	7 0	SOA	00/	20%	536		536	1/9	0	179	137	42	
<	Prosper Trail	1915' W of Custer Rd	Custer Road	0.00	4 0	416	00,	100%	536	430	990	254	254	508	350	157	
×	Frontier Parkway	Railroad	Preston Road	0.86	1 4	4DA	650	20%	439	2	439	1120	0	1120	379	742	
×	Frontier Parkway	Preston Road	Coit Road	0.99	2	2UA	700	20%	969		969	692	0	692	889	4	0
×	Frontier Parkway	Coit Road	6495'E of Coit	1.23	2	2UA	200	20%	464		464	861	0	861	571	290	0
×	Frontier Parkway	4170' W of Custer	Custer Road	0.52	2	2UA	200	%09	464		464	367	0	367	243	124	0
1	Preston Road	Frontier Parkway	Prosper Trail	1.00	9	6ДА	200	100%	1871	1905	3776	2098	2098	4196	3772	424	0
-	Preston Road	Prosper Irail	First Street	1.06	9 0	6DA	00/	100%	2375	2491	4305	2223	2223	4447	5152	0 0	705
	Colemen Street	Preston Boad	Prosper Trail	2 2 2	0 0	210	002	100%	2002	402	089	1704	1704	3589	1766	1823	
1	Coleman Street	Prosper Trail	First Street	0.90	4 0	2114	2007	100%	386	393	622	686	686	1372	764	609	
	Coleman Street	First Street	Richland Blvd	0.65	2	2UA	700	100%	258	326	584	454	454	606	379	530	0
	La Cima Boulevard	First Street	US 380	1.31	4	4DA	650	100%	200	210	410	1709	1709	3417	539	2878	0
	Hays Road	Preston Road	First Street	0.88	2	2UC	420	100%	80	80	160	396	396	793	141	652	0
	Coit Road	Frontier Parkway	Prosper Trail	1.00	2	2UA	700	100%	133	133	266	702	702	1404	267	1137	0
-	Coit Road	Prosper Trail	First Street	1.01	2	2UA	200	100%	777	641	1418	200	902	1412	1430	09	78
>	Custer Road	2710' S of Emptier Pkwy	US 380 Prosper Trail	1.0.1	4 4	40 4 40 4	650	%00L	861	839	1/01	0181	1310	2620	100	906	0
< ×	Custer Road		First Street	0.76	4	40A	650	20%		245	1 2	0 0	987	987	414	574	
×	Custer Road	First Street	115.380	7		1	650	200%	İ	0 0	2 0	0 0	1615	1815		446	
				47	4	1	2000	9/00		000	000	2	200	212	200	2	

Appendix I Impact Fee Ordinance



July 22, 2025

TO: The Prosper Town Mayor and Town Council

FROM: Brandon Daniel, Chair, Capital Improvements Advisory Committee (CIAC)

SUBJECT: CIAC Comment to Impact Fee Program Update for Water, Wastewater, and Roads

and Collection Rates

In accordance with Texas Local Government Code, the Prosper Capital Improvements Advisory Committee (CIAC), which consists of members of the Planning and Zoning Commission and an Ad-Hoc member from the Town has been conducting meetings with Town Staff and the Town's consultants for the update of the Water, Wastewater, and Roadway Impact Fee program. Over the course of study, the CIAC has received information regarding Land Use Assumptions (2023-2033), Capital Improvement Plans for each infrastructure component and associated costs, and the resultant cost per service unit calculations for determining impact fees.

After review and comment of the information, the CIAC recommends the following:

- Approval of Land Use Assumptions and associated population and employment growth forecasts over the ten-year planning period (2023-2033),
- Approval of the impact fee Capital Improvement Plans for water, wastewater, and roads,
- Approval of the calculated credited maximum cost per service unit, as defined below.
 - Water: \$5,969 (base meter size)
 - Wastewater: \$8,421 (base meter size)
 - Road Service Area 1 (West of the BNSF Railroad): \$1,347 per vehicle-mile
 - Rodway Service Area 2 (East of the BNSF Railroad): \$1,397 per vehicle-mile

The CIAC believes that collecting the maximum allowable collection rate would benefit the Town in the development and implementation of specific capital improvements over the long-term of the Town, while maintaining the character and quality of life expected by our residents. The CIAC further recommends that new development should pay their full share of infrastructure cost and that no discounts be given to any future development (land use types) coming to Prosper.

The CIAC came to these conclusions after deliberation that considered the cost of needed infrastructure to address continued growth of the Town, cost impacts to Prosper residents, and that a fair share to shoulder infrastructure necessitated by growth should be borne by new development. Even with this impact fee program update, Prosper taxpayers will be contributing at least 50% of the cost of future infrastructure.

As a funding mechanism for the Town, the CIAC recommends that the Town Council consider approval of the Impact Fee Program update, and the policy/collection considerations as defined above.

Respectfully,

Brandon Daniel

Brandon Daniel

Chair, Capital Improvements Advisory Committee

Prosper Capital Improvements Advisory Committee

Place 1: Sekou Harris Place 2: John Hamilton Place 3: Matt Furay

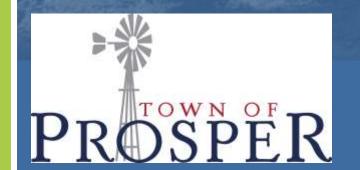
Place 4: Josh Carson, Secretary

Place 5: Glen Blanscet

Place 6: Damon Jackson, Vice-Chair Place 7: Brandon Daniel, Chair Ad Hoc Member: Tanner Andregg

Roadway, Water & Wastewater Impact Fee Update

Public Hearing



August 12, 2025

PRESENTATION OVERVIEW



- 1) Impact Fee Process & Land Use Assumptions
- 2 W/WW Impact Fee Analysis
- 3 Roadway Impact Fee Analysis
- 4 Comparison with Other Cities
- 5 CIAC Involvement and Recommendation

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IMPACT FEE BASICS



An impact fee is...

- A one-time charge against new development to pay for all or a portion of costs associated with new or expanded infrastructure needed to serve growth
- Mechanism to recoup funding for the infrastructure necessary to accommodate new development
- Developed based on requirements in Chapter 395 of the Texas Local Government Code
- Limited to water, wastewater, roadway, and drainage infrastructure

IMPACT FEE BASICS

Items <u>can</u> be paid for through impact fees:

- Construction of capital improvements on Impact Fee CIP
- Existing infrastructure with excess capacity to serve growth
- Engineering and surveying fees
- Land acquisition costs
- Debt service on impact fee CIP projects

Items <u>cannot</u> be paid for through impact fees:

- Capital improvements <u>not</u>
 identified in the Impact Fee CIP
- Operations and maintenance costs
- Improvements to remedy existing deficiencies
- Administrative costs to manage the IF program
- Debt service on ineligible items

Develop Land Use Assumptions

- Determine existing customer base
- Estimate residential and non-residential growth over next 10-years
- Develop water demand and wastewater flow projections

Update Capital Improvement Plans

• Utilize Land Use Assumptions to determine required system improvements to serve 10-year growth

Conduct Impact Fee Calculations

- Determine 10-year capacity utilization for projects
- Establish growth in Service Unit Equivalents (SUEs)
- Calculate maximum allowable impact fee

Stakeholder Meetings

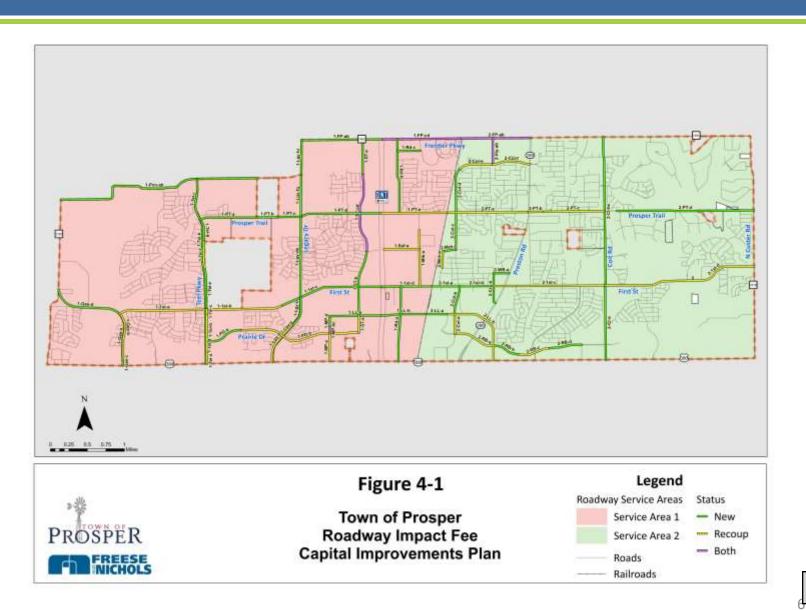
- Three CIAC meetings
- One Town Council Presentation

Public Hearing and Adoption of Ordinance

- One presentation to Town Council
- Public Hearing requires 30-day public notice

SERVICE AREAS

- W/WW service area is the town limits plus ETJ
- Roadway service area is the town limits

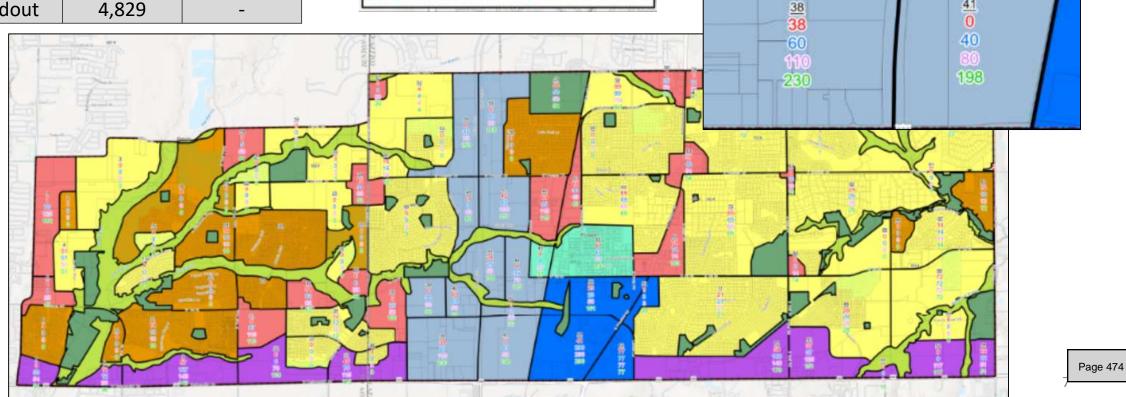


DEVELOPED NON-RESIDENTIAL ACREAGE BY PLANNING AR [1607 18]



Year	Acres	Average Annual Growth in Acres
2023	1,492	-
2028	2,324	166
2033	3,640	263
Buildout	4,829	-



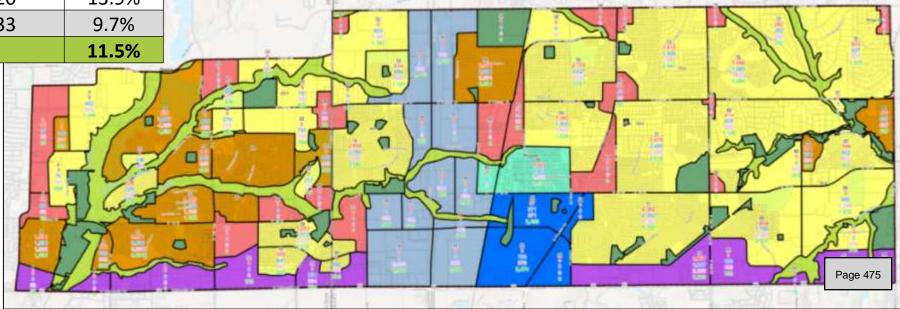


		Population	Growth
Year	Population	Growth	Rate
2014	14,710	-	_
2015	15,970	1260	8.6%
2016	17,790	1820	11.4%
2017	20,160	2,370	13.3%
2018	22,650	2,490	12.4%
2019	25,630	2,980	13.2%
2020	30,165	4,535	17.7%
2021	31,090	925	3.1%
2022	35,410	4,320	13.9%
2023	38,843	3,433	9.7%
Average	-	-	11.5%

Year	Population	Average Annual Population Growth	Average Annual Growth Rate
2023	38,843	-	-
2028	53,393	2,910	7%
2033	64,437	2,209	4%

AREA ID
2023 Population
2028 Population
2033 Population

Buildout Population



PRESENTATION OVERVIEW

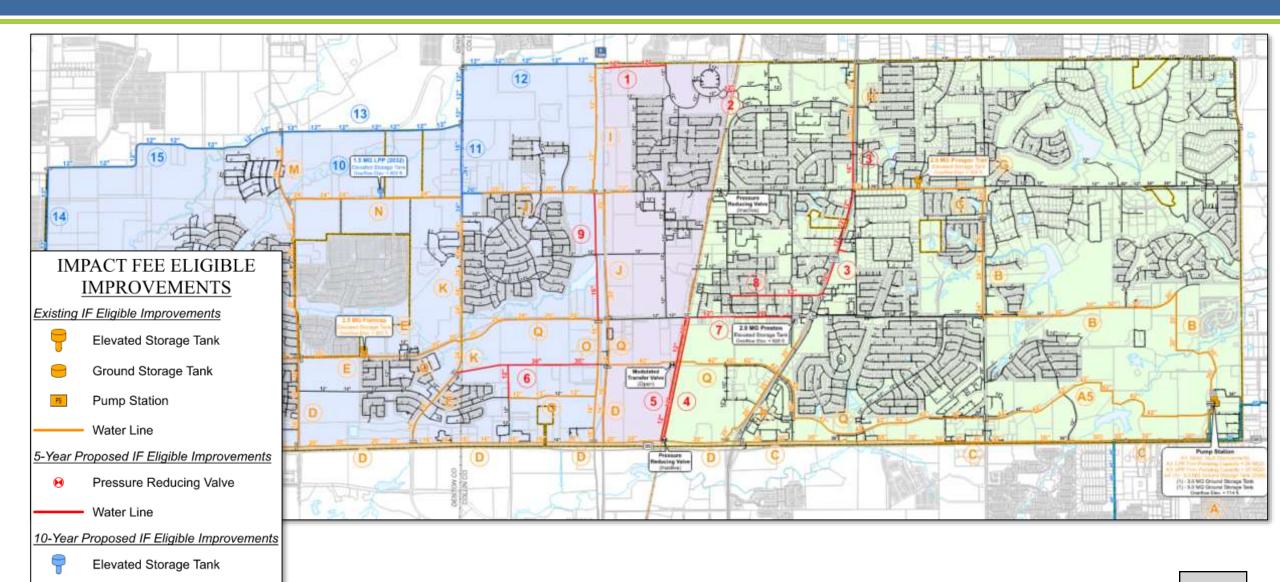


- 1) Impact Fee Process & Land Use Assumptions
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WATER IMPACT FEE CAPITAL IMPROVEMENTS PLAN

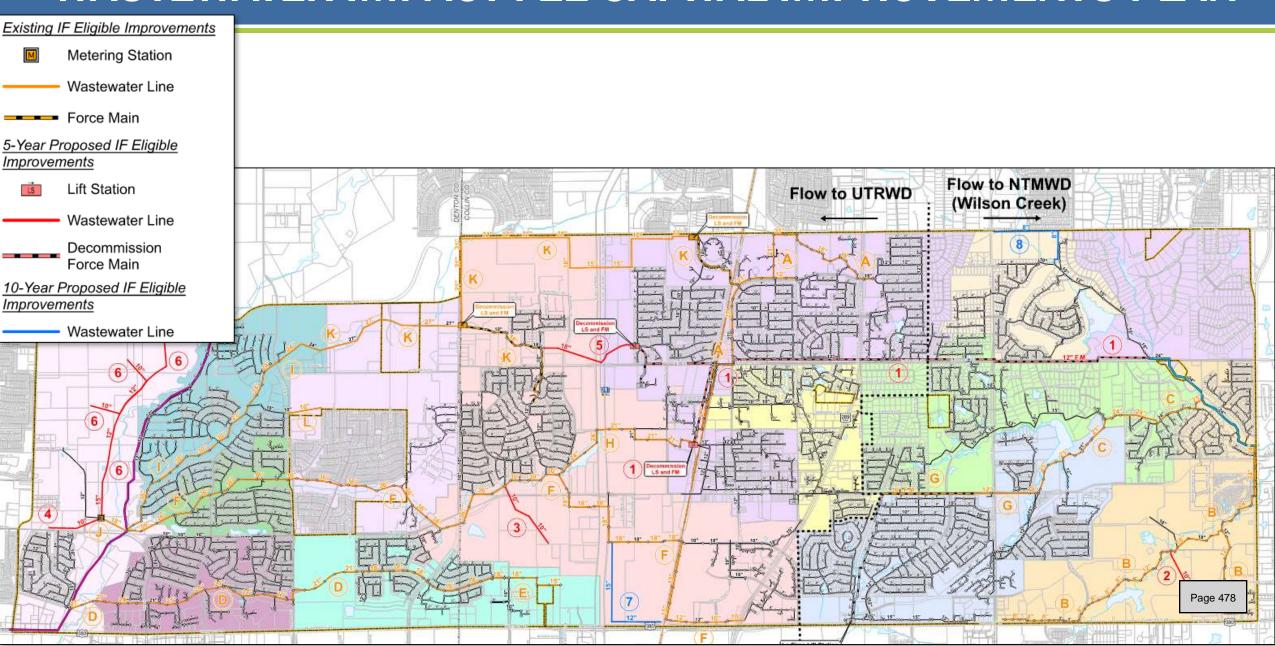




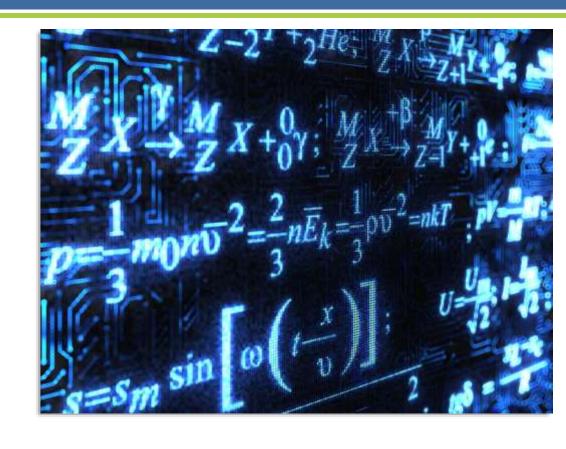
Water Line

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WASTEWATER IMPACT FEE CAPITAL IMPROVEMENTS PL. 1607 18.



- Impact Fees Calculated by Dividing Eligible CIP/Growth in Service Units
- Credit of 50% for the portion of ad-valorem taxes generated by CIP improvements
- Fee collected can be less than maximum



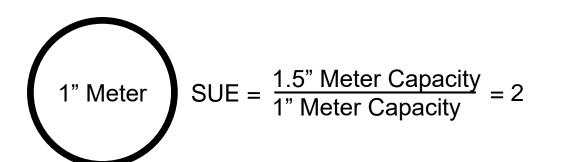
Impact Fee Per Service Unit =

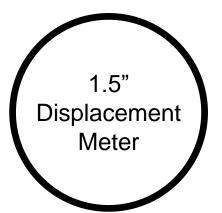
Eligible CIP Cost
New Service Units
X 50%

WATER AND WASTEWATER SERVICE UNITS



- 1" meter is the standard service unit for water and wastewater
- Dependent on meter type
- Larger meters converted using equivalency table
 - > Based on proportion of flow to the standard service unit
 - SUE = Service Unit Equivalent





WATER AND WASTEWATER IMPACT FEE CALCULATIONS

- Current Impact Fee = \$6,643 (adopted max allowable)
- 2025 Maximum Allowable Impact Fee = \$14,390

	Water	Wastewater
10-Year Capital Improvement Costs	\$102,611,265	\$144,769,681
Financing Cost	\$34,131,730	\$48,154,943
Total Eligible Costs	\$136,742,995	\$192,924,624
10-year Projected Growth in Service Units	11,454	11,454
Maximum Impact Fee per Service Unit without Credit	\$11,938	\$16,843
Impact Fee Credit per Service Unit	\$5,969	\$8,421
Maximum Allowable Impact Fee per Service Unit with Credit	\$5,969	\$8,421
Current Impact Fee	\$3,821	\$2,822

PRESENTATION OVERVIEW

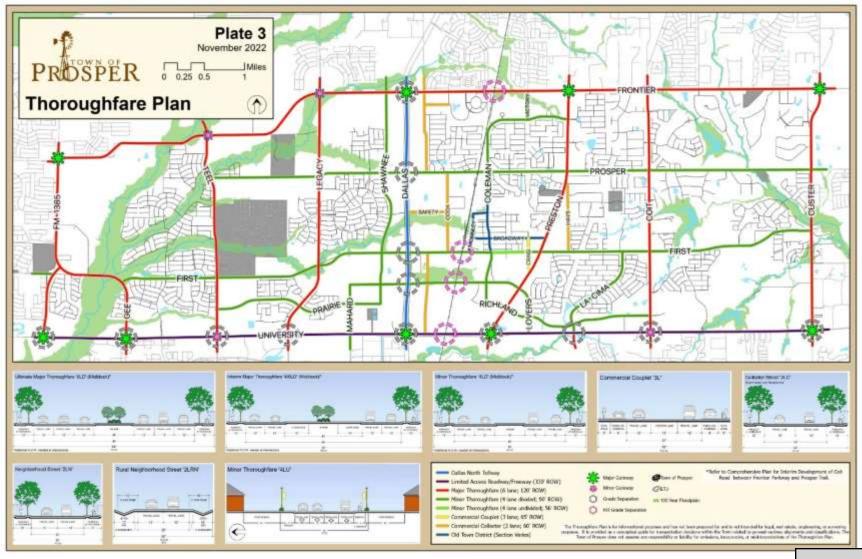


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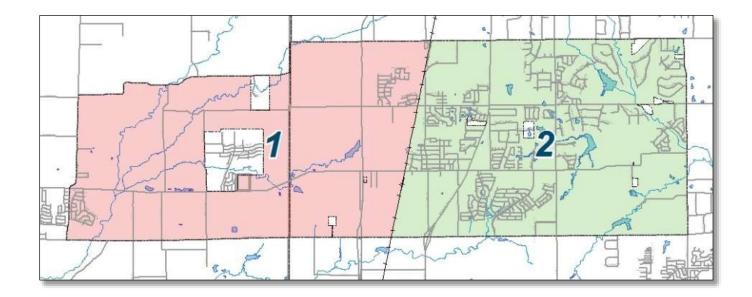
ROADWAY IMPACT FEE CAPITAL IMPROVEMENTS PLAN (IFCII 1807)

- Based on official plan of Town
 - 2022 Thoroughfare Plan
- All Arterial or Collectors streets
- Enables system flexibility
- State facilities eligible (Town costs only)



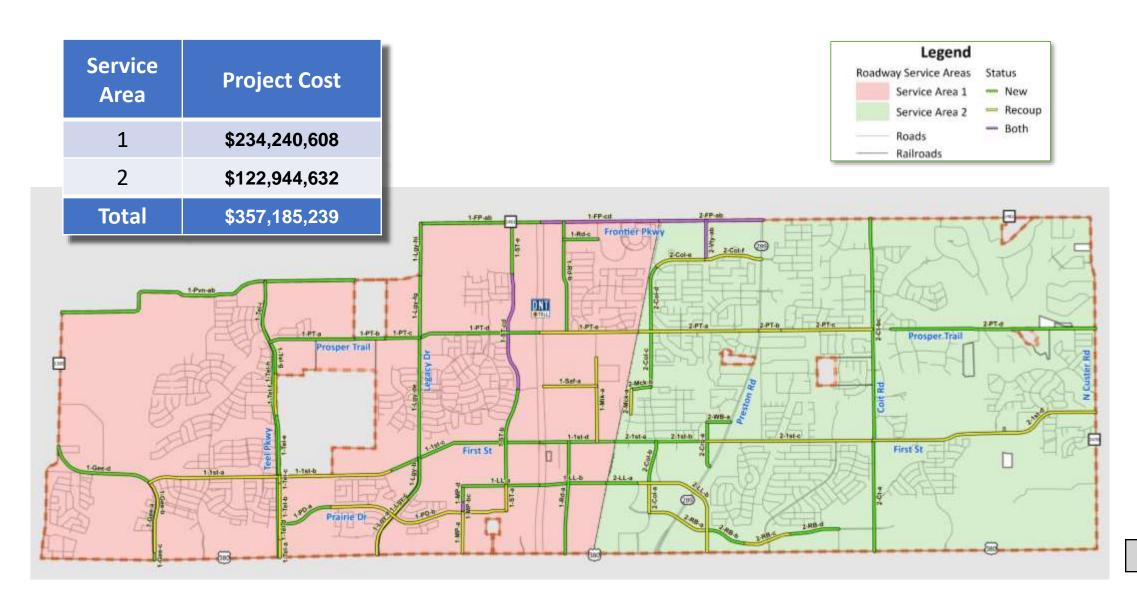
PROJECTED SERVICE UNITS

- Roadway: 10-year VMT
- Land Use Assumptions



Service Area	Residential Growth (veh-mi)	Basic Emp. Growth (veh-mi)	Service Emp. Growth (veh-mi)	Retail Emp. Growth (veh-mi)	Total Growth (veh-mi)
1	37,043	3,701	34,150	4,253	79,146
2	15,602	1,911	18,567	2,077	38,157
Total	52,644	5,612	52,717	6,329	117,302

PROPOSED ROADWAY IFCIP



ROADWAY IMPACT FEE CALCULATIONS

	Service Area 1	Service Area 2
Net Capacity Supplied by CIP (vehicle miles)	59,716	33,060
Total Project Cost of CIP	\$234,240,608	\$122,944,632
Cost of Net Capacity Supplied	\$183,483,058	\$95,794,114
Projected 10-year Demand (vehicle miles)	79,146	38,157
Percent of CIP Attributable to New Dev.	100%	100%
Cost of CIP and Financing Attributable to New Development	\$213,316,102	\$106,644,971
Pre-Credit Maximum Fee per Service Unit (\$ per vehicle-mile)	\$2,668	\$2,794
Maximum Assessable Fee per Service Unit (50%) (\$ per vehicle-mile)	\$1,347	\$1,397

COST PER SERVICE UNIT COMPARISON

ROADWAY COST PER SERVICE UNIT COMPARISON

Service	20	11	20	16	20	25
Area	Credited Cost / SU	Collection Rate	Credited Cost / SU	Collection Rate	Credited Cost / SU	Collection Rate
1	\$856	\$856**	\$1,258	\$1,258*	\$1,347	??
2	\$615	\$615**	\$940	\$940*	\$1,397	??

*Current Collection Rate discounts specific land uses including,

- Land uses discounted to 25% of max
 - Hotels
 - Day Care
 - All Office uses
 - Non-Fast Food Restaurant
 - Discount Store
- Land uses discounted to 40% of max
 - Single Family Residential
- ** Collection rate replaced with 2016 rates.

- Home Improvement Superstore
- Shopping Center
- Supermarket
- Toy Superstore
- Department Store

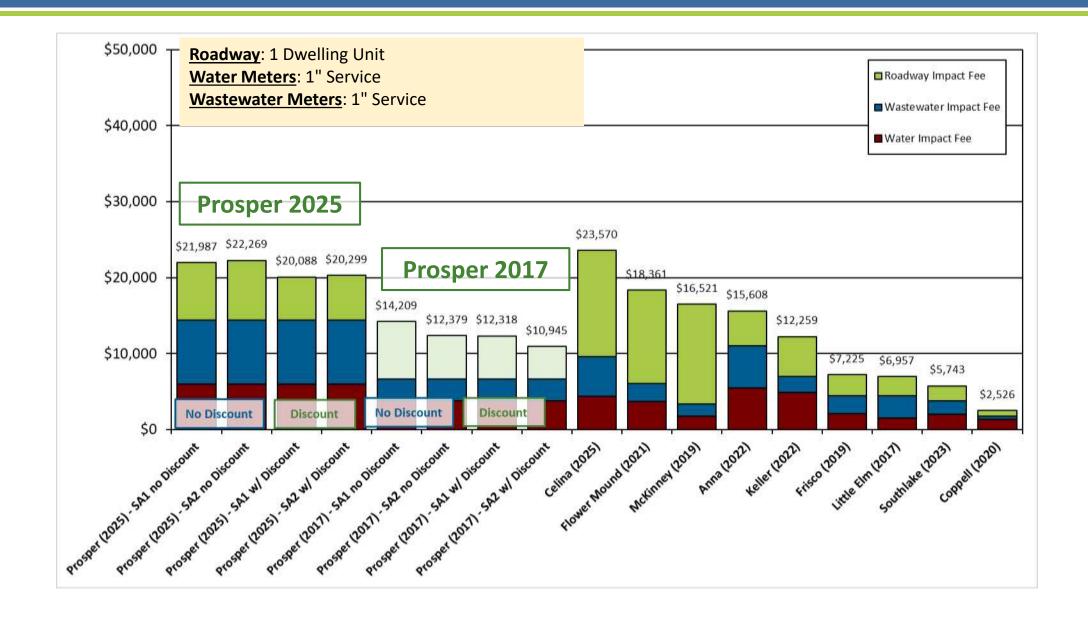
PRESENTATION OVERVIEW



- 1 Impact Fee Process & Land Use Assumptions
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- 5 CIAC Involvement and Recommendation

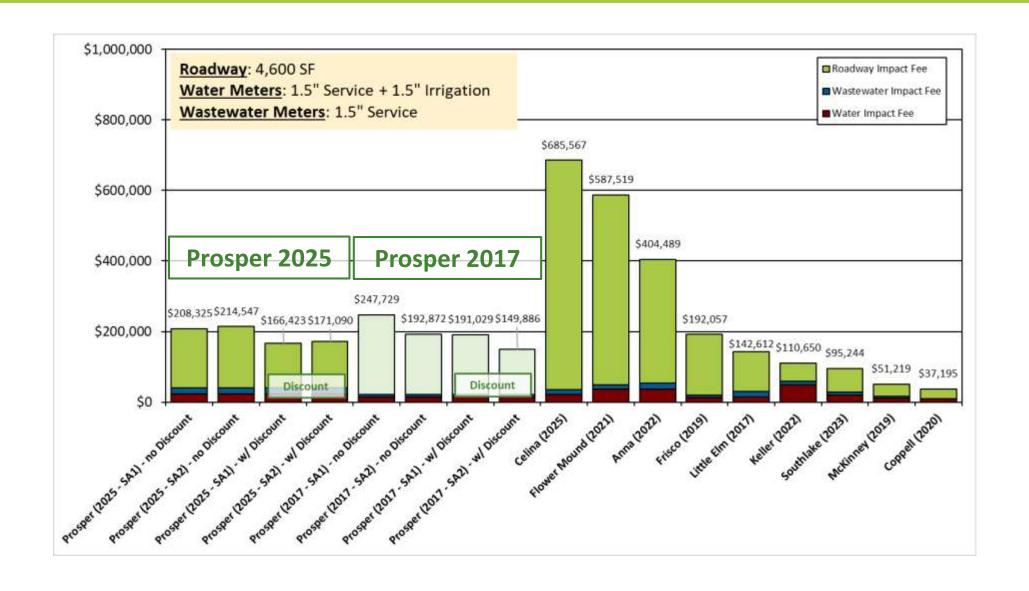
Item 18.

SINGLE FAMILY BENCHMARKING



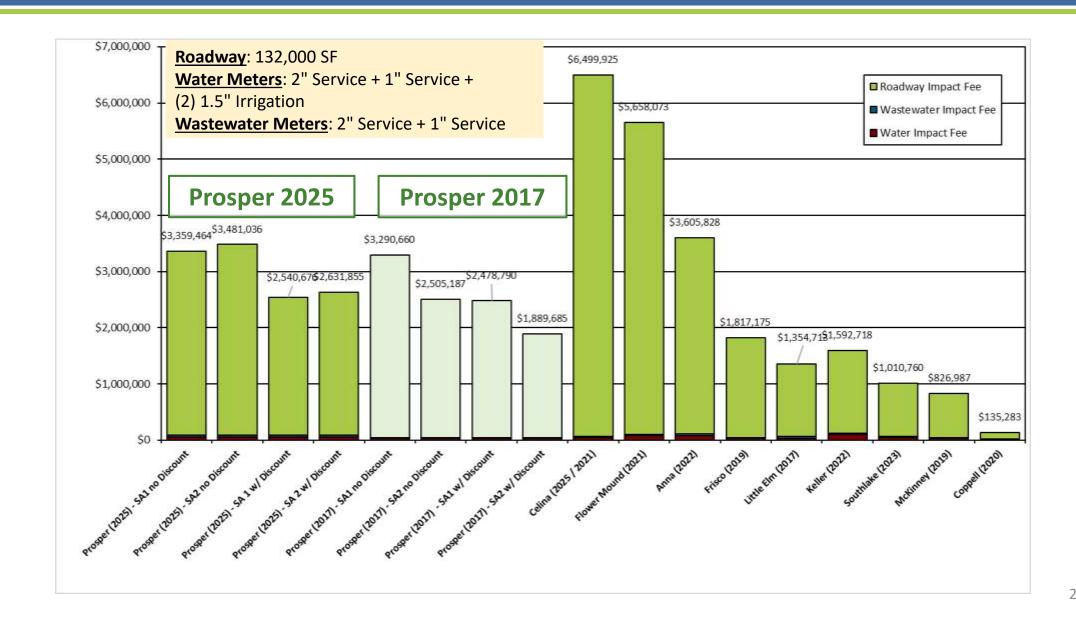
RESTAURANT DRIVE-THRU BENCHMARKING





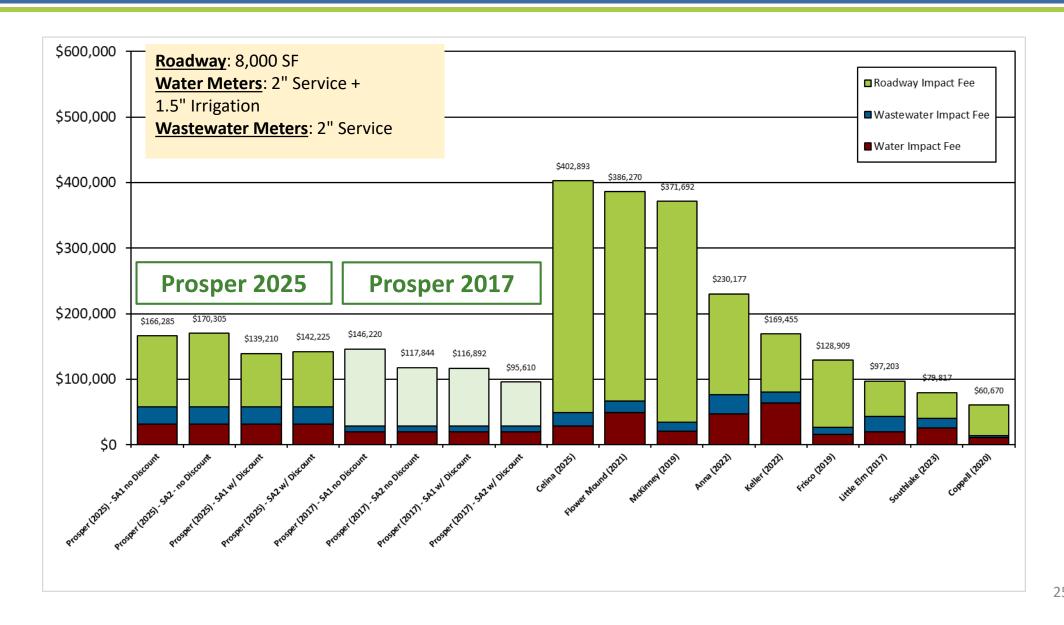
Item 18.

GROCERY STORE BENCHMARKING



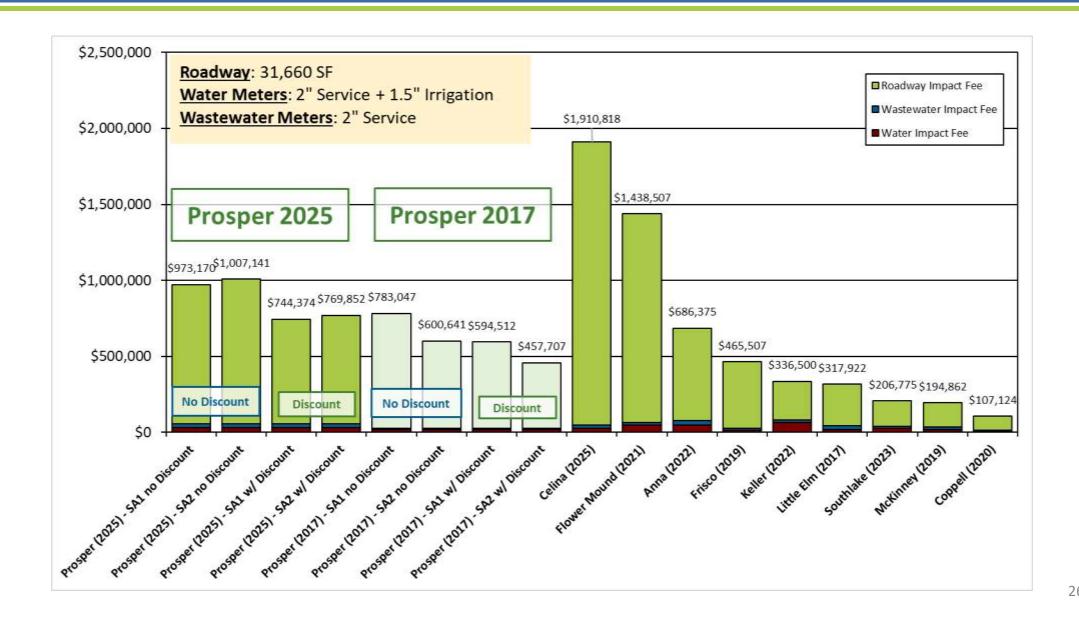
SIT-DOWN RESTAURANT BENCHMARKING





Item 18.

MEDICAL OFFICE BENCHMARKING



PRESENTATION OVERVIEW



- 1) Impact Fee Process & Land Use Assumptions
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- 5 CIAC Involvement and Recommendation

CIAC INVOLVEMENT



- Advisory Committee Members
 - Planning and Zoning Commission
 - ETJ Resident
- Met with Consultants and Town Staff in April 2024, October 2024, and June 2025 to discuss Land Use Assumptions, Capital Improvement Plans and Impact Fee Calculations



CIAC RECOMMENDATION



- June 30th, by a unanimous vote, the CIAC made the following actions:
 - Accepted the land use assumptions, capital improvements plan, and impact fee calculations as outlined in the draft impact fee study
 - Recommended the Town Council set the water, wastewater, and roadway impact fees at the maximum allowable fee per the impact fee study



QUESTIONS &

DISCUSSION

CONTACT INFORMATION: Eddie Haas, AICP | eh@freese.com | 214.217.2321





PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: Planned Development for First Legacy Shopping Center

Town Council Meeting – August 12, 2025

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

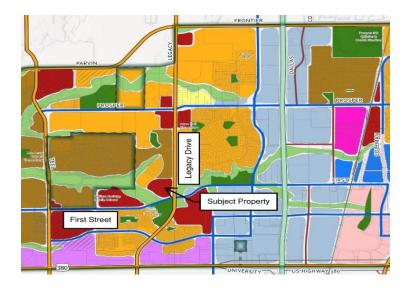
Agenda Item:

Conduct a Public Hearing and consider and act upon a request to rezone 18.7± acres from Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street. (ZONE-25-0004)

Future Land Use Plan:

The Future Land Use Plan recommends Retail & Neighborhood Services.

 The Retail & Neighborhood Services District recommends retail establishments that provide merchandise for retail sales, banks, neighborhood offices, and small medical offices.





Zoning:

The property is zoned Planned Development-14.

Thoroughfare Plan:

This property has direct access to Legacy Drive and First Street.

Parks Master Plan:

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

Hike & Bike Trail:

The Hike & Bike Trail Master Plan recommends a ten-foot hike and bike trail along Legacy Drive.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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.

Attached Documents:

- 1. Aerial & Zoning Maps
- 2. Future Land Use Exhibit
- 3. Exhibit A-1 Written Metes and Bounds
- 4. Exhibit A-2 Boundary Exhibit
- 5. Exhibit B Letter of Intent
- 6. Exhibit C Development Standards
- 7. Exhibit D Conceptual Plan
- 8. Exhibit E Development Schedule
- 9. Exhibit F Elevations
- 10. Exhibit G Landscape Plan
- 11. Draft Development Agreement
- 12. Letter from Applicant
- 13. PowerPoint Slides

Description of Agenda Item:

The purpose of this request is to rezone the property from Planned Development-14 to a Planned Development with a base zoning of Retail, specifically to allow for a convenience store with gas pumps on the intersection of a major and minor thoroughfare. The Town's Zoning Ordinance only allows for this use on the intersection of two major thoroughfares. Per the Town's Throughfare Plan, First Street is classified as a minor thoroughfare. Consequently, this classification of First Street as a minor thoroughfare makes a convenience store with gas pumps non permissible at this location even though it is listed as a permitted use in Planned Development-14. The applicant is requesting to rezone the property into a new Planned Development that allows for a convenience store with gas pumps to be located on an intersection of a major and minor thoroughfare. The proposed zoning request eliminates a multitude of undesirable uses from an outdated Planned Development, adds the stipulation of a Specific Use Permit for multiple uses that were previously permitted by right, and allows for a development agreement that ensures the building materials that will be used to construct the proposed development.

Compatibility:

This zoning change would not be out of character with the existing area due to compatibility with the surrounding properties. All surrounding properties have the same Future Land Use designation of Medium Density Residential. Additionally, the Future Land Use Plan recommends commercial uses on the hard corner of Legacy Drive and Frontier Parkway as proposed in the zoning request. The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-14 (Retail)	Vacant	Retail & Neighborhood Services
North	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	High Density Residential
East	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	Medium Density Residential
South	Planned Development-65 (Single-Family)	Vacant	Parks
West	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	Medium Density Residential

District Regulations:

The district regulations within the Planned Development compared to the regulations in the previously approved Planned Development (PD-14) are shown below.

	Previous Regulations (Planned Development-14)	Proposed Regulations (Development Standards)
Size of Yards	Front: 25'	Front: 30'
	Side: 0' 12' (Vehicular Access Req.) 24' (Fire Lane Access Req.) 50' (Adj. to Residential)	Side: 15' 30' (One-Story Adj. to Res.) 60' (Two-Story Adj. to Res.)
	Rear: 0' 12' (Vehicular Access Req.) 24' (Fire Lane Access Req.) 50' (Adj. to Residential)	Rear: 15' 30' (One-Story Adj. to Res.) 60' (Two-Story Adj. to Res.)
Size of Lots	Minimum Area: 10,000 SF	Minimum Area: 10,000 SF
	Minimum Lot Width: 50'	Minimum Lot Width: 50'
	Minimum Lot Depth: 90'	Minimum Lot Depth: 100'

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Maximum Height	Stories:	Stories:
	Two Stories or 40'	Two Stories or 40'
Maximum Lot Coverage	Lot Coverage:	Lot Coverage:
	40 Percent	40 Percent
Floor Area Ratio	Maximum:	Ratio:
	0.4:1	0.4:1

Uses:

The list of permitted uses within this Planned Development is shown below.

• By Right:

- o Administrative/Medical and Professional Office
- Antique Shop and Used Furniture
- o Art and Music Studio
- Artisan's Workshop
- o Bank/Savings and Loan/Credit Union
- Beauty Salon/Barber Shop
- o Commercial Amusement, Indoor
- Diagnostic Lab or Urgent Care Center
- o Dry Cleaning, Minor
- o Fraternal Organization/Lodge/Civic Club/Fraternity or Sorority
- o Full-Service Hotel C
- o Furniture Store
- o Gymnastics/Dance Studio
- Health/Fitness Center
- o Home Furnishings and Appliance Store
- House of Worship
- Nursery, Minor
- Pet Day Care C
- o Print Shop, Minor
- Public School
- Restaurant C
- Retail Stores and Shops
- Swim School
- Tanning Salon
- Veterinarian Clinic and/or Kennel, Indoor
- o Wine Bar

By Specific Use Permit:

- Child Care Center, Licensed
- Convenience Store w/ Gas Pumps (On Intersecting Major and Minor Thoroughfares)
- o Farmer's Market
 - (Changed from a use by right to a specific use permit in the Planning & Zoning Commission's motion)
- Meeting/Banquet/Reception Facility
- Private or Parochial School
- o Restaurant. Drive-In
- o Restaurant, Drive Through

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- Uses That Would Be Eliminated:
 - Accessory Buildings
 - Assisted Living Facilities
 - Auto Laundries/Car Wash Facilities (Incidental to Primary Business Use)
 - Auto Parts Sales No Outdoor Storage/Display
 - Automobile Parking Lots and Parking Garages
 - Automobile Repairs Excluding Paint and Body Work
 - Bed and Breakfast
 - Civic Convention Center
 - Concrete Batching Plants (Temporary and Incidental to On-Site Construction)
 - Construction and Field Offices (Temporary)
 - Convalescence Homes
 - Dinner Theatres
 - Equipment and Machinery Sales and Rental, Minor
 - Frozen Food Lockers (Incidental to Primary Business Use)
 - Golf Course and/or Country Club
 - Governmental and Utility Agencies, Offices, Facilities and Service Yards
 - Guard and Patrol Services
 - Homebuilder
 - Hospital
 - Independent Living Facilities
 - Indoor Storage Facilities
 - Marketing Center
 - Mass Commuter/Transit Stations
 - Meat Markets (No Slaughterhouses or Packing Plants)
 - Municipal Buildings and Facilities
 - Museums, Libraries, Art Schools and Art Galleries
 - Nursing Homes
 - o Parks, Playgrounds, Recreational Facilities and Community Centers
 - Post Office Facilities
 - Private Club Facilities
 - Radio and Television Microwave Antennae/Towers (Incidental to Primary Use)
 - Radio and Television Studios and Broadcasting Facilities
 - o Recycling Collection Centers
 - Single Family Residential
 - o Small Engine Repairs (Under Roof and Enclosed)
 - Telephone Exchange
 - Temporary Buildings (Incidental to Primary Business Use)
 - Theaters Indoors
 - Theatrical Centers
 - Tire Dealers (No Outdoor Storage)
 - Tool and Equipment Rental Stores (No Outdoor Storage Unless Screened)
 - Utility Distribution Systems and Facilities
 - Warehousing Facilities (Incidental to Primary Business Use)
 - Water Treatment Facilities

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Landscaping:

The landscaping regulations within the Planned Development compared to the regulations in the previously approved Planned Development (PD-14) are shown below.

	Previous Regulations (Planned Development-14)	Proposed Regulations (Development Standards)
Adjacent to Thoroughfares	Easement: 30' (Legacy Drive) 25' (First Street)	Easement: 30' (Legacy Drive) 25' (First Street)
	Plantings: One large tree, three-inch caliper minimum, every 30 linear feet.	Plantings: One large tree, three-inch caliper minimum, every 30 linear feet.
	Fifteen shrubs, five-gallon minimum, every 30 linear feet.	Fifteen shrubs, five-gallon minimum, every 30 linear feet.
Adjacent to Commercial Development	Buffer: 5'	Buffer: 5'
	Plantings: One small tree every 15 linear feet.	Plantings: One small tree every 15 linear feet.
	One shrub, five-gallon minimum, every 15 linear feet.	One shrub, five-gallon minimum, every 15 linear feet.
Adjacent to Residential Development	Buffer: 15'	Buffer: 15'
	Plantings: One large tree, three-inch caliper minimum, every 30 linear feet.	Plantings: One large tree, three-inch caliper minimum, every 30 linear feet.

Architectural Standards:

The architectural standards within this Planned Development are shown below.

- Permitted Building Materials:
 - Clay Fired Brick
 - Granite
 - o Marble
 - Stone (Natural, Precast, or Manufactured)
 - Stucco (Three-Coat)
 - Non-Masonry Materials (Max. of 20%)
 - o Other Materials as Approved by Director of Development Services

Screening and Fencing:

The screening and fencing standards within this Planned Development require a six-foot masonry wall to be installed adjacent to residential development.

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Town Staff Recommendation:

The proposed zoning request is compliant with the Future Land Use Plan designation of this area as Retail & Neighborhood Services. Additionally, the proposed zoning request eliminates a multitude of undesirable uses from an outdated Planned Development, adds the stipulation of a Specific Use Permit for multiple uses that were previously permitted by right, and allows for a development agreement that ensures the building materials that will be used to construct the proposed development. For these reasons, Town Staff recommends approval of the request to rezone 18.7± acres Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street.

<u>Planning & Zoning Recommendation:</u>

The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 7-0 at their meeting on July 15, 2025, subject to the following conditions:

- Requiring "Farmers Market" Use to be permitted by Specific Use Permit rather than by right.
- Requiring a minimum of ten percent (10%) of the entire development to be usable open space.
- Requiring a minimum of three of the five listed amenities be provided in the development.
 - Gazebos or Pergolas
 - Public Art Installations
 - Seating Areas with Shade Structures
 - Stone Terracing and Low Masonry Seating Walls
 - Water Features (Fountains or Naturalized Stream Banks)

Applicant Request:

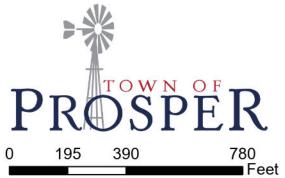
The applicant is requesting that the Town Council amend the recommendation made by the Planning & Zoning Commission regarding the following items:

- Each individual lot having a minimum of seven to ten percent (7% 10%) open space instead of ten percent (10%) of the entire development being usable open space.
- Each individual lot providing one of the listed amenities instead of a minimum of three being provided throughout the entire development.

Proposed Motion:

I move to approve/deny the request to rezone 18.7± acres Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street.



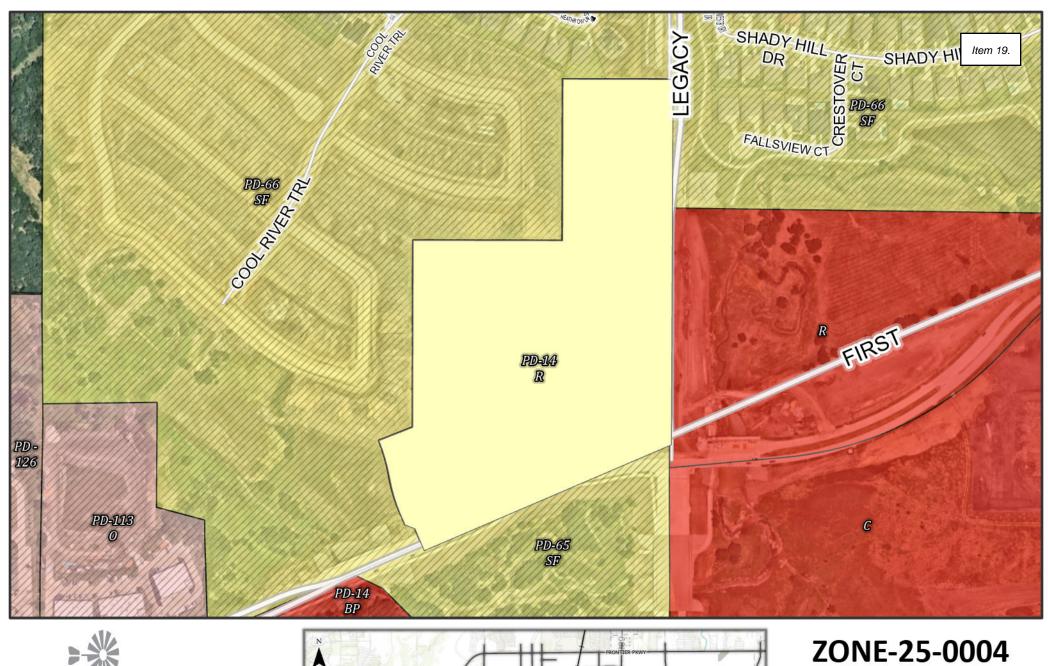


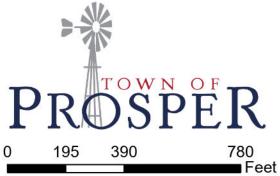


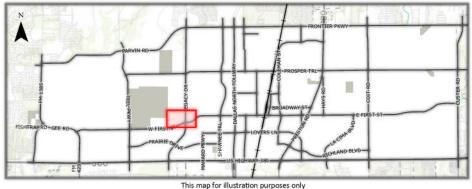
ZONE-25-0004

First Legacy Shopping Center

Planned Development 505





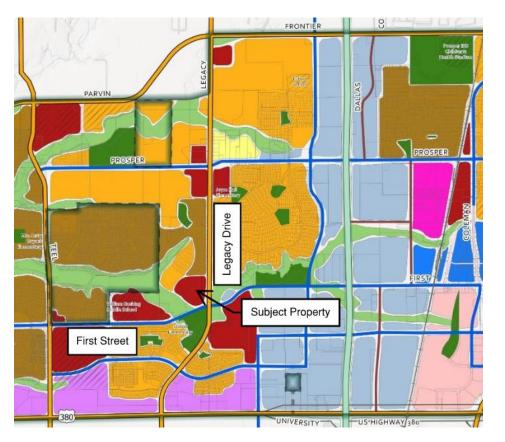


First Legacy Shopping Center

Planned Development 506

Future Land Use Exhibit





Land Planning

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Surveying



Water Resources Management Construction Management

Landscape Architecture

Exhibit A-1: Metes and Bounds ZONE-25-0004

BEING a 22.277 acre tract of land situated in the L. Netherly Survey, Abstract No. 962, Town of Prosper, Denton County, Texas, and being all of a called 22.28 acre tract of land described in the deed to Prosper-Legacy-Fishtrap, LP recorded under County Clerk's File Number 2020-208905 of the Real Property Records Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of said 22.28 acre tract, from which a found yellow capped 5/8" iron rod stamped "TNP SURVEYING", bears N 00° 15' 29" E, 73.68 feet and North 89° 42' 06" West, 70.03 feet:

THENCE S 00° 15' 29" W, 73.68 feet;

THENCE S 66° 48' 27" W, 899.19 feet;

THENCE N 22° 58' 25" W, 75.00 feet;

THENCE N 68° 30' 48" W, 35.52 feet;

THENCE N 23° 30' 09" W, 39.92 feet to the beginning of a curve to the right;

THENCE 129.32 feet, with said curve to the right, through a central angle of 13° 21' 02", having a radius of 555.00 feet, and whose long chord bears N 16° 14' 31" W, 129.03 feet to the beginning of a reverse curve to the left;

THENCE 126.63 feet, with said reverse curve to the left, through a central angle of 11° 22' 51", having a radius of 637.50 feet, and whose long chord bears N 16° 14' 31" W, 126.42 feet;

THENCE N 68° 35' 33" E, 121.65 feet;

THENCE N 00° 07' 44" E, 625.08 feet;

THENCE S 89° 52' 25" E, 499.83 feet;

THENCE N 00° 07' 52" E, 540.09 feet;

THENCE S 89° 52' 05" E, 367.80 feet;

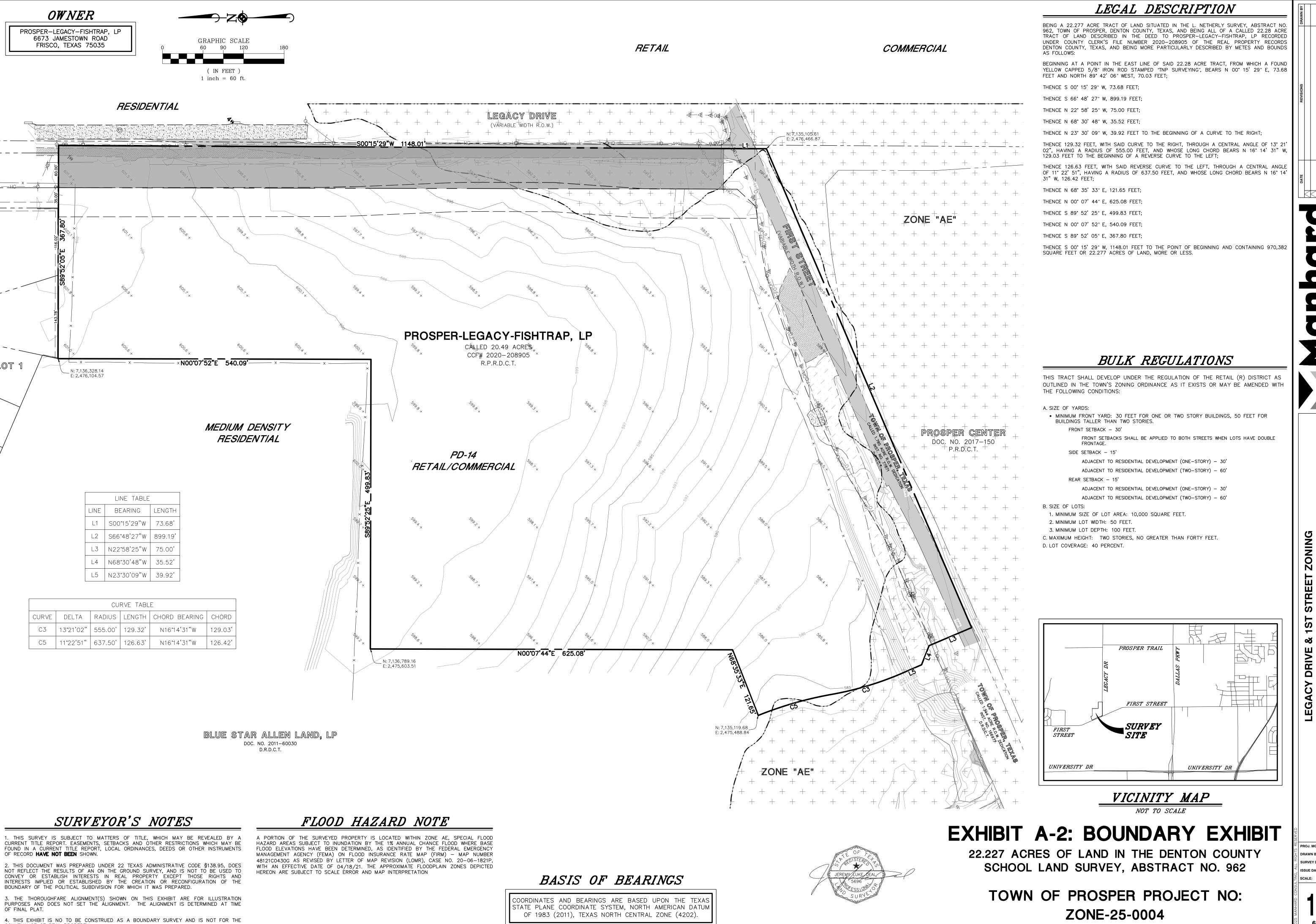
Item 19.

THENCE S 00° 15' 29" W, 1148.01 feet to the POINT OF BEGINNING and containing 970,382 feet or 22.277 acres of land, more or less.

Jeremy Luke Deal

Registered Professional Land Surveyor Texas Registration Number 5696





962 ABSTRACT NO.

1ST NETHERLY

PROJ. MGR.: JLD DRAWN BY: CFC SURVEY DATE: 10/29/24

ISSUE DATE: 03/13/25 1" = 60' SHEET

OF 616.197001



Planning division Town of Prosper

Letter of Intent First Legacy Shopping Center Prosper, Texas June 11, 2025

PURPOSE AND INTENT:

I am writing to formally submit a request to revise the Planned Development zoning for First Legacy Shopping Center located at the northwest corner of West First Street and Legacy Drive.

This letter serves as our official Letter of Intent to revise Planned Development zoning as outlined in the attached proposed planned development documents. The goal is to permit a convenience store with gas pumps at intersection of major and minor thoroughfares and additional uses as listed in the attached PD.

Key Details:

- Zoning Information: The current zoning for the tract is R (PD-14) Retail / Commercial.
- Site Area: 18.685 acres
- Proposed Use: Retail / Commercial to include a convenience store with gas pumps.

We have conducted preliminary assessments; we are committed to ensuring that the project meets all necessary requirements and standards.

Please find the following documents attached for your review:

- 1. Exhibit A-1
- 2. Exhibit A-2
- 3. Exhibit B, C, D, E, F & G

We look forward to working closely with your team to address any questions or concerns you may have. Please do not hesitate to contact me to discuss this submission further.

Thank you for your time and consideration.

Sincerely,

Hector Leon, PE.
Project Manager
Westwood Professional Services, Inc.

ZONE-25-0004

Exhibit "C"

Development Standards

This tract shall develop under the regulation of the Retail (R) District as outlined in the Town's Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses

- 1.1 The permitted uses within this Planned Development District are as follows:
 - Administrative/Medical and Professional Office
 - Antique Shop and Used Furniture
 - Art and Music Studio
 - Artisan's Workshop
 - Bank/Savings and Loan/Credit Union
 - Beauty Salon/Barber Shop
 - Child Care Center, Licensed S
 - Commercial Amusement, Indoor
 - Convenience Store w/ Gas Pumps S
 - Permitted on Intersecting Major and Minor Thoroughfares
 - Diagnostic Lab or Urgent Care Center
 - Dry Cleaning, Minor
 - Farmer's Market
 - Fraternal Organization/Lodge/Civic Club/Fraternity or Sorority
 - Full-Service Hotel C
 - Furniture Store
 - Gymnastics/Dance Studio
 - Health/Fitness Center
 - Home Furnishings and Appliance Store
 - House of Worship
 - Meeting/Banquet/Reception Facility S
 - Nursery, Minor
 - Pet Day Care C
 - Print Shop, Minor
 - Private or Parochial School S
 - Public School
 - Restaurant C
 - Restaurant, Drive-In S
 - Restaurant, Drive Through S
 - Retail Stores and Shops
 - Swim School

- Tanning Salon
- Veterinarian Clinic and/or Kennel, Indoor
- Wine Bar

2.0 District Regulations

- 2.1 The district regulation requirements within this Planned Development District are as follows:
 - Size of Yards
 - Front Setback 30'
 - Front setbacks shall be applied to both streets when lots have double frontage.
 - Side Setback 15'
 - Adjacent to Residential Development (One-Story) 30'
 - Adjacent to Residential Development (Two-Story) 60'
 - Rear Setback 15'
 - Adjacent to Residential Development (One-Story) 30'
 - Adjacent to Residential Development (Two-Story) 60'
 - Size of Lots
 - o Minimum Lot Area − 10,000 SF
 - Minimum Lot Width 50'
 - Minimum Lot Depth 100'
 - Maximum Height
 - Two stories, no greater than 40'.
 - Maximum Lot Coverage
 - Forty Percent (40%)
- 3.0 Landscaping
 - 3.1 The landscaping requirements within this Planned Development District are as follows:

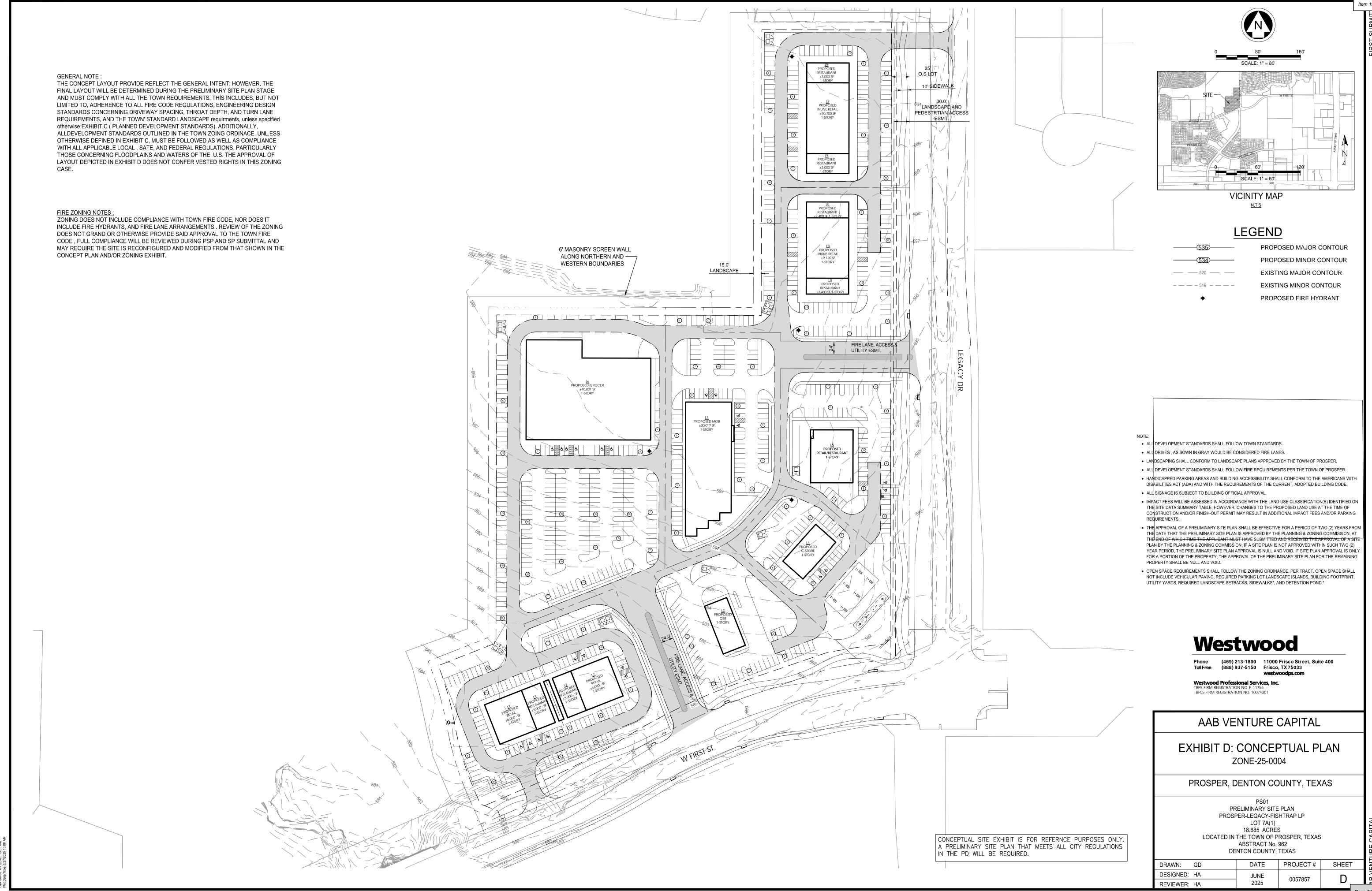
- Adjacent to Thoroughfares
 - Legacy Drive 30' Landscape Easement
 - One large tree, three-inch caliper minimum, every 30 linear feet.
 - Fifteen shrubs, five-gallon minimum, every 30 linear feet.
 - First Street 25' Landscape Easement
 - One large tree, three-inch caliper minimum, every 30 linear feet
 - Fifteen shrubs, five-gallon minimum, every 30 linear feet.
- Adjacent to Commercial Development
 - Five-Foot (5') Landscape Buffer
 - One small tree every 15 linear feet.
 - One shrub, five-gallon minimum, every 15 linear feet.
 - This shall not apply where the common lot line is in a common drive or fire lane.
- Adjacent to Residential Development
 - Fifteen-Foot (15') Landscape Buffer
 - One large tree, three-inch caliper minimum, every 30 linear feet.

4.0 Screening

- 4.1 The screening requirements within this Planned Development District are as follows:
 - Six-foot (6') masonry wall adjacent to residential development.

5.0 Architectural Standards

- 5.1 The architectural standards within this Planned Development District are as follows:
 - Buildings shall consist of masonry materials including clay fired brick, natural, precast, and manufactured stone, granite, three-step stucco, and marble.
 - Secondary materials, or non-masonry materials, shall not exceed twenty percent (20%) on each elevation.
 - Other materials to be approved by the Director of Development Services.



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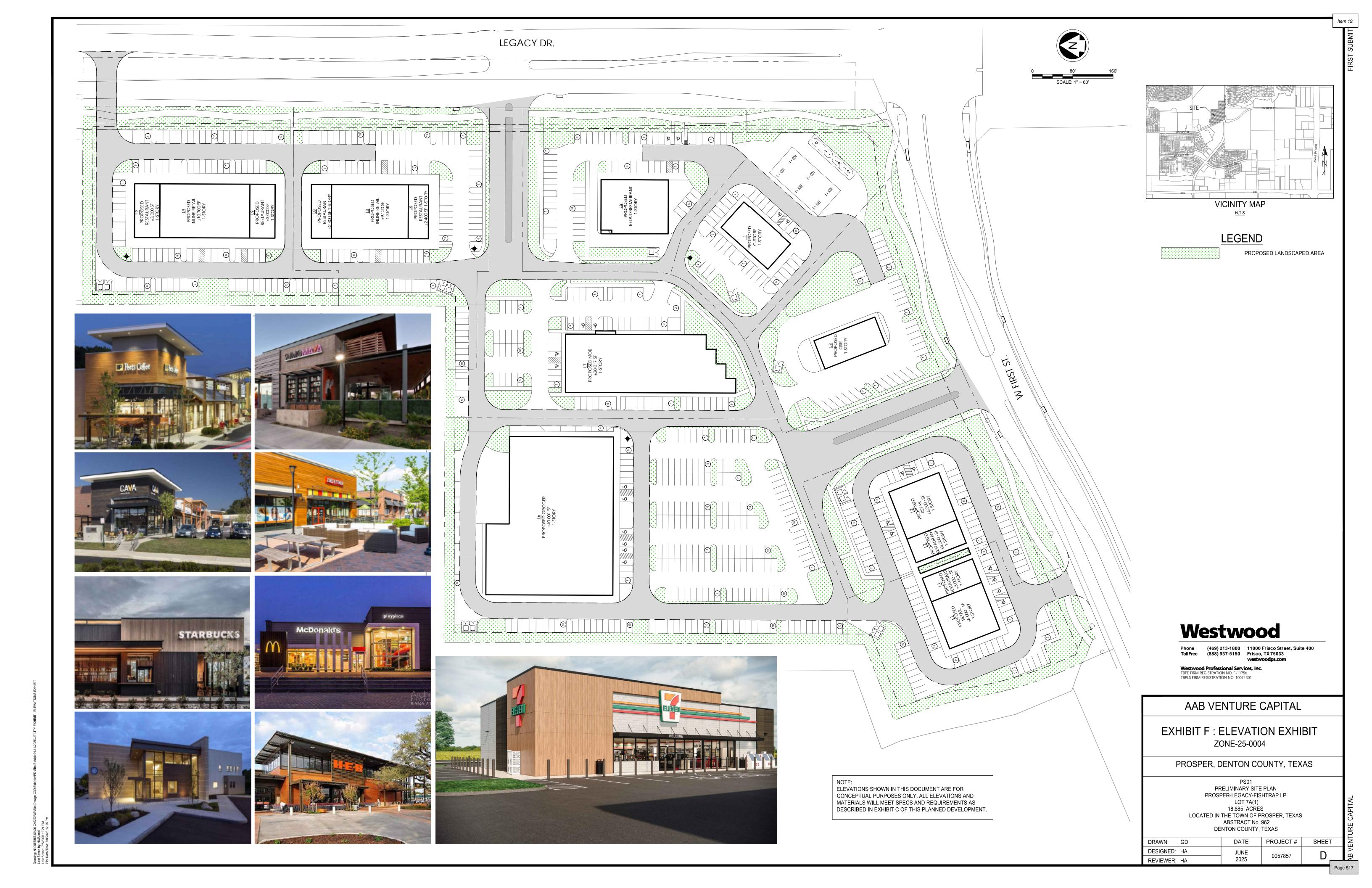
Westwood

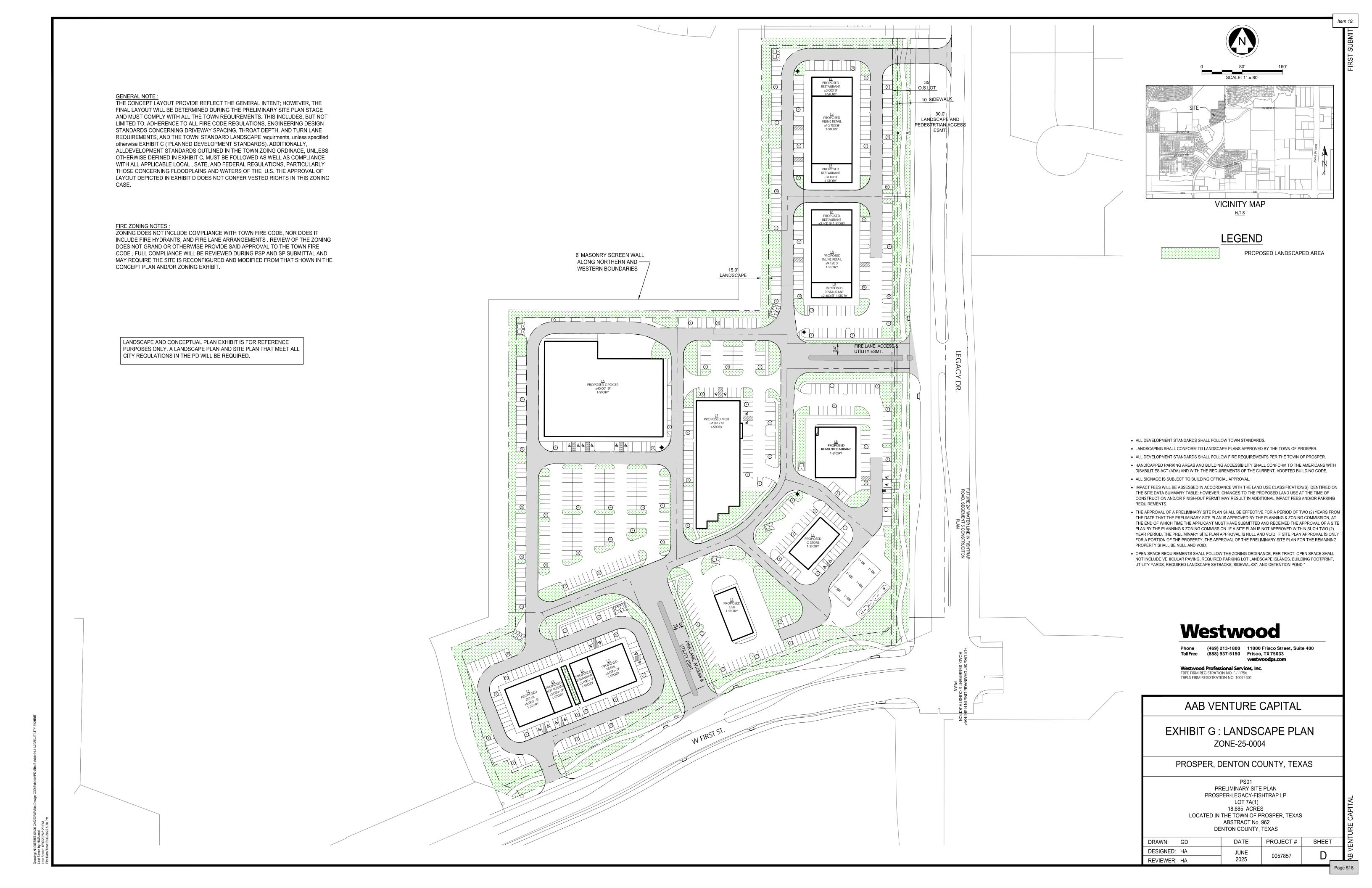
ZONE-25-0004

$Exhibit \ E-Development \ Schedule$

	TIMEFRAME (months)	ylul	August	September	October	November	December	January	February	March	April		Month 1	Month 2
Zoning Change	3											_		
Preliminary Plat	2											Infrastructure construction (period TBD)		
Civil Plan*	4											nstru (D)		
												ucture const (period TBD)		
Infrastructure												ıctur peric		
Construction	1											istru (
Final Plat	1											Infra		
Building Permit														

• Follow the standard submission and review for the town of Prosper non-residential development.





FIRST LEGACY SHOPPING CENTER DEVELOPMENT AGREEMENT

THIS FIRST LEGACY SHOPPING CENTER DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Prosper-Legacy-Fishtrap, LP ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

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

WHEREAS, Developer is developing a project in the Town known as First Legacy Shopping Center ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about ______, 2025, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

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

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

2. Maintenance of Landscape Areas.

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

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

- In the event that any Landscape Area or plants or vegetation is/are B. not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.
- C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.
- 3. Certain Business Establishments Prohibited. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.
- **4.** <u>Covenant Running with the Land</u>. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall

be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

- **5.** <u>Applicability of Town Ordinances</u>. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.
- 6. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages
- **7.** <u>Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.
- **8.** <u>Notice</u>. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper

250 W. First Street Prosper, Texas 75078 Attention: Town Manager

If to Developer: Hub 380 P II, LLC

5746 NW 75th Way Parkland, Florida 33067 Attention: Jaya S. Donepudi

9. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the

prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

- **10.** Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
- **11.** <u>Savings/Severability</u>. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- **12.** <u>Binding Agreement</u>. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.
- 13. <u>Authority to Execute</u>. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.
- **14.** <u>Filing in Deed Records</u>. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Denton County, Texas.
- **15.** <u>Mediation</u>. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.
- 16. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will

become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

- **17. Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- 18. <u>Effect of Recitals</u>. 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.** <u>Consideration</u>. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- **20.** <u>Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.
- **21.** <u>Amendment</u>. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.
- **22.** <u>Miscellaneous Drafting Provisions</u>. 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.

- 23. <u>Waiver of Texas Government Code § 3000.001 et seq.</u> With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.
- **24.** 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.
- **25.** Rough Proportionality. Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.
- 26. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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

	TOWN:
	THE TOWN OF PROSPER, TEXAS
	By: Name: Mario Canizares Title: Town Manager, Town of Prosper
STATE OF TEXAS)	
COUNTY OF DENTON)	
	vledged before me on the day of izares, Town Manager of the Town of Prosper, Texas.
	Notary Public, State of Texas My Commission Expires:

DEVELOPER:

PROSPER-LEGACY-FISHTRAP, LP

	By: Name: Kiran Mysore Title:
STATE OF TEXAS) COUNTY OF DENTON)	
, 2025, by Kiran M	owledged before me on the day of Mysore on behalf of Prosper-Legacy-Fishtrap, LP is subscribed to the foregoing instrument, and that and as the act of Developer.
	Notary Public, State of Texas My Commission Expires:

EXHIBIT A (Property Description & Depiction)

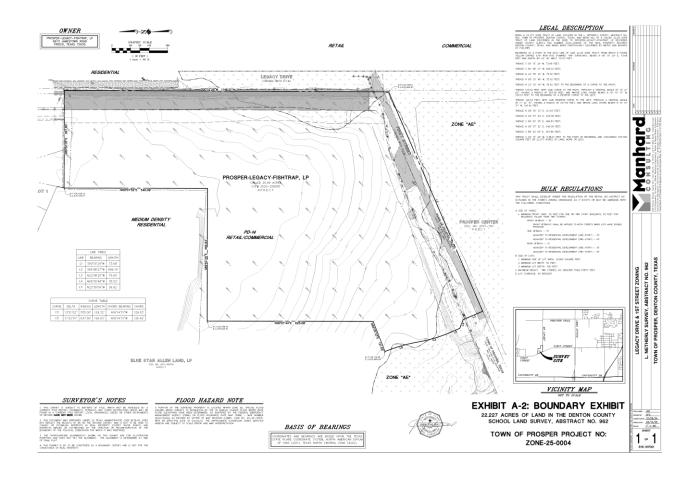


EXHIBIT B (Building Materials)

Architectural and Material Standards.

- i. Review and Approval Process.
 - 1. The conceptual elevations are intended to evoke a general look and feel of the architecture. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the regulations outlined in the Design Guidelines of this Exhibit B.
- ii. Design Guidelines.
 - Buildings shall consist of masonry materials including clay fired brick, natural, precast, and manufactured stone, granite, three-step stucco, and marble.
 - 2. Secondary materials, or non-masonry materials, shall not exceed twenty percent (20%) on each elevation.
 - 3. Other materials to be approved by the Director of Development Services.





Parkway Centre 1
2901 Dallas Parkway, Suite 400
Plano, TX 75093

main (214) 473-4640

July 31, 2025

TOWN OF PROSPER

250 W. First St Prosper, Texas

Re: ZONE-25-0004

Town of Prosper, Texas

Dear City Council:

Following the feedback received at the Planning & Zoning meeting on Tuesday, July 15, Westwood collaborated with the Town of Prosper's staff to develop an approach that integrates the commissioners' insights, the Town's vision, and the development's objectives. In the meeting held with the Town's staff on Friday, July 25, both the developer and staff concurred that incorporating the following language into the PD package aligns with the commissioners' intent and the Town's vision:

- Each individual lot will include 7%-10% open space and feature one of the amenities specified by the Planning and Zoning Commission. Developers will be responsible for meeting these criteria for each lot, subject to review and approval by the Town at the time of the Final Site Plan.

We extend our gratitude to the Town of Prosper's staff and officials for their collaboration and support in making this development a success to meet the community's needs as the Town of Prosper continues to grow.

Sincerely,

Hector Leon, P.E.





Planned Development First Legacy Shopping Center (ZONE-25-0004)



Agenda Item

Conduct a Public Hearing and consider and act upon a request to rezone 18.7± acres from Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street. (ZONE-25-0004)



Proposal

Purpose:

 Construct a convenience store with gas pumps and other commercial buildings on an intersection of a major and minor thoroughfare.

Background:

- Planned Development-14 allows for convenience stores with gas pumps by right.
- The Town's Zoning Ordinance requires convenience stores with gas pumps to be located on the intersection of major thoroughfares.
 - Per the Master Thoroughfare Plan, First Street is considered a minor thoroughfare.
- Proposal would allow for a convenience store on the intersection of Legacy Drive and First Street.

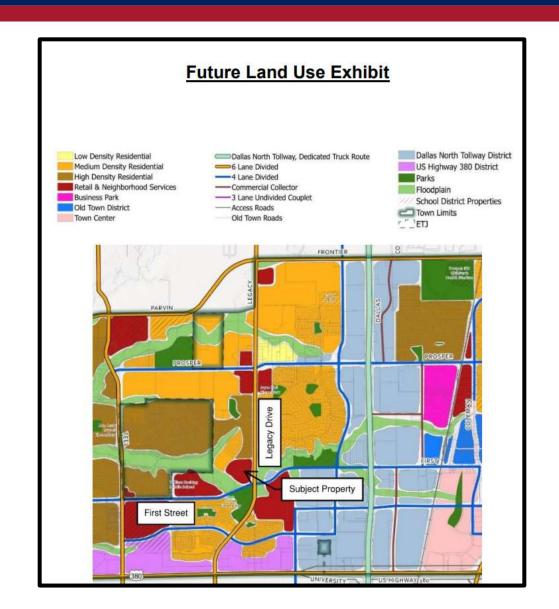




Future Land Use Plan

Retail & Neighborhood Services:

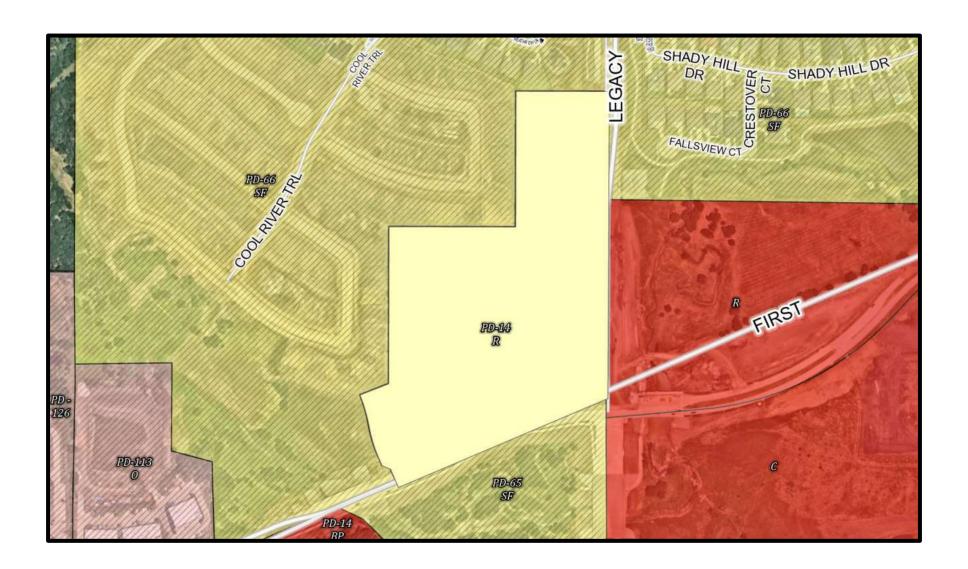
• Recommends retail establishments that provide merchandise for retail sales, banks, neighborhood offices, and small medical offices.





Zoning

	Zoning	Current Land Use	Future Land Use Plan		
Subject Property	Planned Development-14 (Retail)	Vacant	Retail & Neighborhood Services		
North	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	High Density Residential		
East	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	Medium Density Residential		
South	Planned Development-65 (Single-Family)	Vacant	Parks		
West	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	Medium Density Residential		





District Regulations

	Previous Regulations	Proposed Regulations					
	(Planned Development-14)	(Development Standards)					
Size of Yards	Front:	Front:					
	25'	30'					
	Side:	Side:					
	0'	15'	15'				
	12' (Vehicular Access Req.)	30' (One-Story Adj. to Res.)	30' (One-Story Adj. to Res.)				
	24' (Fire Lane Access Req.)	60' (Two-Story Adj. to Res.)					
	50' (Adj. to Residential)						
	Rear:	Rear:					
	0'	15'					
	12' (Vehicular Access Req.)	30' (One-Story Adj. to Res.)					
	24' (Fire Lane Access Req.)	60' (Two-Story Adj. to Res.)					
	50' (Adj. to Residential)						
Size of Lots	Minimum Area:	Minimum Area:					
	10,000 SF	10,000 SF					
	Minimum Lot Width:	Minimum Lot Width: Minimum Lot Width:					
	50'						
	Minimum Lot Depth:	Minimum Lot Depth: Minimum Lot Depth:					
	90'		100'				
Maximum Height	Stories:	Stories:					
	Two Stories or 40'	Two Stories or 40'					
Maximum Lot Coverage	Lot Coverage:	Lot Coverage:					
	40 Percent	40 Percent					
Floor Area Ratio	Maximum:	Ratio:	Page 539				
	0.4:1	0.4:1					



Permitted Uses

By Right:

- Administrative/Medical and Professional Office
- Antique Shop and Used Furniture
- Art and Music Studio
- Artisan's Workshop
- Bank/Savings and Loan/Credit Union
- Beauty Salon/Barber Shop
- Commercial Amusement, Indoor
- Diagnostic Lab or Urgent Care Center
- Dry Cleaning, Minor



Permitted Uses Cont.

By Right:

- Fraternal Organization/Lodge/Civic Club/Fraternity or Sorority
- Full-Service Hotel C
- Furniture Store
- Gymnastics/Dance Studio
- Health/Fitness Center
- Home Furnishings and Appliance Store
- House of Worship
- Nursery, Minor
- Pet Day Care C
- Print Shop, Minor



Permitted Uses Cont.

By Right:

- Public School
- Restaurant C
- Retail Stores and Shops
- Swim School
- Tanning Salon
- Veterinarian Clinic and/or Kennel, Indoor
- Wine Bar



Permitted Uses Cont.

By Specific Use Permit:

- Child Care Center, Licensed
- Convenience Store w/ Gas Pumps (On Intersecting Major and Minor Thoroughfares)
- Farmer's Market (Changed from a use by right to a specific use permit per the Planning & Zoning Commission's motion)
- Meeting/Banquet/Reception Facility
- Private or Parochial School
- Restaurant, Drive-In
- Restaurant, Drive Through



- Accessory Buildings
- Assisted Living Facilities
- Auto Laundries/Car Wash Facilities (Incidental to Primary Business Use)
- Auto Parts Sales No Outdoor Storage/Display
- Automobile Parking Lots and Parking Garages
- Automobile Repairs Excluding Paint and Body Work
- Bed and Breakfast
- Civic Convention Center
- Concrete Batching Plants (Temporary and Incidental to On-Site Construction)
- Construction and Field Offices (Temporary)



- Convalescence Homes
- Dinner Theatres
- Equipment and Machinery Sales and Rental, Minor
- Frozen Food Lockers (Incidental to Primary Business Use)
- Golf Course and/or Country Club
- Governmental and Utility Agencies, Offices, Facilities and Service Yards
- Guard and Patrol Services
- Homebuilder
- Hospital
- Independent Living Facilities



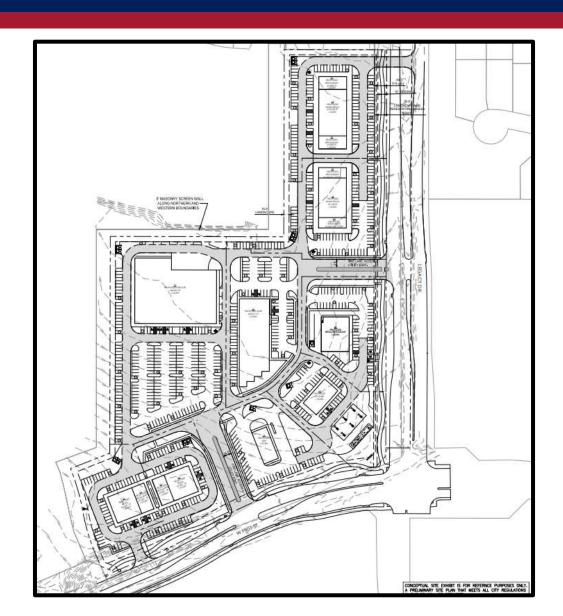
- Indoor Storage Facilities
- Marketing Center
- Mass Commuter/Transit Stations
- Meat Markets (No Slaughterhouses or Packing Plants)
- Municipal Buildings and Facilities
- Museums, Libraries, Art Schools and Art Galleries
- Nursing Homes
- Parks, Playgrounds, Recreational Facilities and Community Centers
- Post Office Facilities
- Private Club Facilities



- Radio and Television Microwave Antennae/Towers (Incidental to Primary Use)
- Radio and Television Studios and Broadcasting Facilities
- Recycling Collection Centers
- Single Family Residential
- Small Engine Repairs (Under Roof and Enclosed)
- Telephone Exchange
- Temporary Buildings (Incidental to Primary Business Use)
- Theaters Indoors
- Theatrical Centers
- Tire Dealers (No Outdoor Storage)



- Tool and Equipment Rental Stores (No Outdoor Storage Unless Screened)
- Utility Distribution Systems and Facilities
- Warehousing Facilities (Incidental to Primary Business Use)
- Water Treatment Facilities





Architectural Standards

Building Materials:

- Clay Fired Brick
- Granite
- Marble
- Stone (Natural, Precast, or Manufactured)
- Stucco (Three-Coat)
- Non-Masonry Materials (Max. of 20%)
- Other Materials as Approved by Director of Development Services





Landscaping

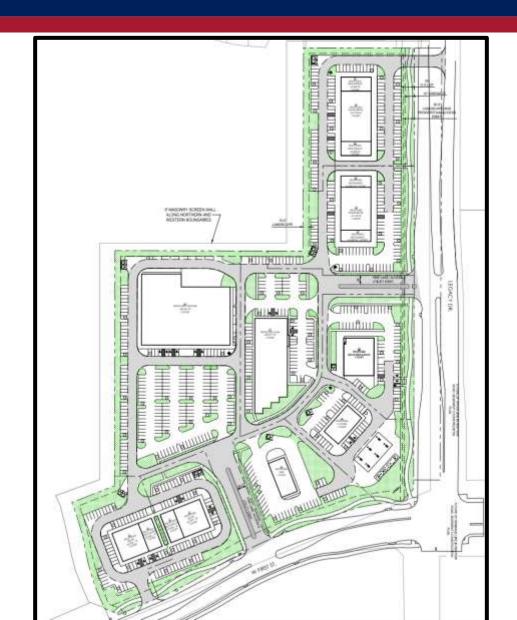
	Previous Regulations	Proposed Regulations
	(Planned Development-14)	(Development Standards)
Adjacent to Thoroughfares	Easement:	Easement:
	30' (Legacy Drive)	30' (Legacy Drive)
	25' (First Street)	25' (First Street)
	Plantings:	Plantings:
	One large tree, three-inch caliper minimum, every	One large tree, three-inch caliper minimum, every
	30 linear feet.	30 linear feet.
	Fifteen shrubs, five-gallon minimum, every 30	Fifteen shrubs, five-gallon minimum, every 30
	linear feet.	linear feet.
Adjacent to Commercial Development	Buffer:	Buffer:
	5'	5'
	Plantings:	Plantings:
	One small tree every 15 linear feet.	One small tree every 15 linear feet.
	One shrub, five-gallon minimum, every 15 linear	One shrub, five-gallon minimum, every 15 linear
	feet.	feet.
Adjacent to Residential Development	Buffer:	Buffer:
•	15'	15'
	Plantings:	Plantings:
	One large tree, three-inch caliper minimum, every	One large tree, three-inch caliper minimum, every
	30 linear feet.	30 linear feet.



Screening

Residential Adjacency:

• Six-foot (6') masonry wall required adjacent to residential development.





Noticing

Notices:

• Friday, July 25th

Citizen Response:

None



Staff Recommendation

Recommendation:

- Approval
 - Elimination of many undesirable uses by right.
 - Requirement of some uses previously allowed by right to be by Specific Use Permit.
 - Development Agreement that ensures building materials.



P&Z Recommendation

Motion:

- Approval (7-0) subject to the following conditions:
 - "Farmer's Market" use permitted by Specific Use Permit rather than by right.
 - A minimum of ten percent (10%) of the entire development to be usable open space.
 - A minimum of three of the five listed amenities to be provided in the development.
 - Gazebos or Pergolas
 - Public Art Installations
 - Seating Areas with Shade Structures
 - Stone Terracing and Low Masonry Seating Walls
 - Water Features (Fountains or Naturalized Stream Banks)



Applicant Request

Amend the recommendations made by the Planning & Zoning Commission regarding the following items:

- Recommendation: A minimum of ten percent (10%) of the entire development to be usable open space.
 - Request: Each individual lot to have a minimum of seven to ten percent (7% 10%) of open space.
- Recommendation: A minimum of three of the five listed amenities to be provided in the development.
 - Request: Each individual lot to provide one of the listed amenities.