Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 24, 2026
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

Those wishing to address the Town Council must complete the appropriate request form located on the Town's website or in the Council Chambers.

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

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.

1. Consider and act upon the minutes of the November 10, 2027, Town Council Work Session meeting. (MLS)

2. Consider and act upon the minutes of the November 10, 2027, Town Council Regular meeting. (MLS)

3. Consider acceptance of the October Monthly Financial Report for fiscal year 2027. (CL)

4. Consider and act upon the 2027 Prosper Town Council Regular meeting schedule. (MLS)

5. Consider and act upon approving the renewal of the Cityworks Enterprise License Agreement (ELA) with Azteca Systems, LLC, a sole source provider, for a total three-year cost not to exceed $138,134; and authorizing the Town Manager to execute all related documents for the same. (LJ)

6. Consider and act upon authorizing the Town Manager to execute a Service Agreement with Versaterm Public Safety US, Inc., for online reporting software for a total three-year cost not to exceed $80,750. (BB)

7. Consider and act upon authorizing the Town Manager to execute a Design Services Agreement with JBI Partners, Inc., for Cedar Grove Park Playground in the amount of $75,500. (DA)

8. Consider and act upon authorizing the Town Manager to execute a Construction Agreement with Garret Shields Infrastructure, LLC for Raymond Park Dam Repairs in the amount of $287,625. (DA)

9. Consider and act upon an Ordinance to amend a portion of Planned Development-42 (Tract 16) and rezone a portion of a Commercial Tract (Tract 17) to create a Mixed-Use Planned Development on the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, being a portion of Tracts 16 and 17, on 143.0± acres, located on the northeast corner of Dallas Parkway and University Drive. (ZONE-26-0009) (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 "Citizen Comment Request Form" and present it to the Town Secretary prior to the meeting. Comments are limited up to three minutes with a cumulative total for Citizens' Comments not to exceed 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, any individuals wishing to address the Council during a Public Hearing item, will be recognized when the public hearing is opened. A "Public Comment Request Form" must be completed and presented to the Town Secretary prior to the meeting. Comments are limited up to three minutes. If multiple individuals wish to speak, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes. Comments during a public hearing are limited to a cumulative total of 60 minutes for those in favor of an item, and 60 minutes for those in opposition to an item.

Items for Individual Consideration:

10. Conduct a Public Hearing and consider and act upon a request to amend a portion of Planned Development-31 to create a new Planned Development on Saddle Creek Commercial, Block A, Lots 2R and 3, for non-residential uses (office, restaurant, retail), on 13.6± acres, located on the west side of Preston Road, 225± feet north of Prosper Trail. (ZONE-26-0012) (DH)

11. Consider and act upon a Resolution adopting the Town of Prosper 2027 Legislative Agenda. (RB)

12. Consider and act upon awarding RFP No. 2027-02-B for stop loss insurance for the Town's self-insurance fund, effective January 1, 2027, not to exceed $1,300,000, and authorizing the Town Manager to execute all documents for the same. (TL)

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

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

EXECUTIVE SESSION:

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

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

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

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

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on Wednesday, November 18, 2026, and remained so posted at least three (3) business days before said meeting was convened.

_____ _____

Michelle Lewis Sirianni, Town Secretary Date Notice Removed

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

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

MINUTES

Prosper Town Council Work Session
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 10, 2026

Call to Order/ Roll Call.

The meeting was called to order at 5:41 p.m.

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

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
David Hoover, Development Services Director
Chris Landrum, Finance Director
Carrie Jones, Public Works Director
Ton Luton, HR Director
Derreck Jackson, Communications Supervisor
Shaw Eft, Assistant Fire Chief
Brent Brown, Police Chief

Items for Individual Consideration:

1. **Receive a department update from the Prosper Police Department. (BB)**

   Chief Brown presented an update highlighting recent challenges and accomplishments, personnel and organizational changes including staffing, and impacts from their calls for service.

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EXECUTIVE SESSION:

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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.

DRAFT

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

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

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

Reconvene into Work Session.

No Executive Session took place.

Adjourn.

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

These minutes were approved on the 24th day of November 2026.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 10, 2026

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 Marcus E. Ray
Councilmember Craig Andres
Councilmember Doug Charles
Councilmember Cameron Reeves

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Tony Luton, Human Resources Director
David Hoover, Development Services Director
Chris Landrum, Finance Director
Gary Landeck, Library Director
Derrick Jackson, Communications Supervisor
Leigh Johnson, IT Director
Muya Mwangi, IT Specialist I
Shaw Eft, Assistant Fire Chief
Brent Brown, Police Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
Johnathan Teague with Prestonwood Baptist Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were led by Scout Troop 1499.

Announcements of recent and upcoming events.
Councilmember Reeves made the following announcements:

Thank you to all the participants that took part in this year's Veteran's Day 5K, 10K, and Fun Run. A special thank you to the sponsors, all the volunteers, and staff who helped make this a fun event for all.

Join the Prosper Community Library on Saturday, November 14 at 11:00 a.m. for Holiday on Strings Puppet Show. Step into the wonder and enchantment of the holiday season with Dallas Puppet Theater. Enjoy a magical, musical marionette treat that is fun for the whole family.

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Gather your friends and family and celebrate the spirit of Thanksgiving with an afternoon of live music, delicious food, and festive fall fun in Downtown Prosper on Saturday, November 21 from noon to 4:00 p.m. Reserve your seat by visiting prospertx.gov/specialevents.
The Prosper annual Christmas Festival will take place on Saturday, December 5 at Prosper Town Hall. Come experience a wonderland of holiday cheer with festivities for all ages. Glide across the ice-skating rink, visit Santa's Workshop, enjoy live entertainment, and stroll the isles of vendors filled with holiday gifts. Also, don't miss out on the Prosper Rotary Club Christmas Parade at 2:00 p.m., the downtown monumentation and historical marker dedication ceremony at 2:30 p.m., and the community tree lighting with Mayor Bristol at 7:00 p.m. followed by the Drone Show. For more information visit prospertx.gov/christmasfestival.

Mayor Pro-Tem Bartley congratulated Rhea Mill's Church on their 125th anniversary.

Mayor Bristol thanked all the staff and councilmembers who participated in the Veteran's Honor Run.

Mayor Bristol presented a Mayor's Challenge Coin and THRIVES Coin to Assistant Fire Chief, Shaw Eft for going above and beyond for assisting a resident and showing continual municipal excellance.

CONSENT AGENDA:
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1. **Consider and act upon the minutes of the October 27, 2026, Town Council Regular meeting. (MLS)**

2. **Receive the Quarterly Investment Report for the Fourth Quarter. (CL)**

3. **Consider and act upon Ordinance 2026-50 amending Division 2, "Library Board," of Article 1.04, "Boards, Commissions and Committees," within Chapter 1 of the Town's Code of Ordinances by amending Section 1.04.033, "Term of Office" and adding Section 1.0434, "Vacancies," renumbering sections, and correcting scrivener's errors. (MLS)**

4. **Consider and act upon Ordinance 2026-51 amending Division 3, "Community Engagement Committee," of Article 1.04, "Boards, Commissions and Committees," within Chapter 1 of the Town's Code of Ordinances by amending Section 1.04.042, "Chair/Vice-Chair/Quorum," renumbering sections and correcting scrivener's errors. (MLS)**

5. **Consider and act upon approving Amendment No. 4 to the Solid Waste and Recycling Services Agreement with Allied Waste Services, Inc. dba Republic Services of Lewisville to approve a revised fee schedule effective February 1, 2027, adjusting commercial and residential prices for the twelve-month CPI change. (RB)**

6. **Consider and act upon authorizing the Town Manager to execute a First Amendment to the License Agreement between the Prosper Rotary Foundation and the Town of Prosper, Texas, related to the location and construction of a Donors' Wall adjacent to the Veterans' Memorial in Frontier Park. (HW)**

DRAFT

7. **Consider and act upon approving the annual purchase of ammunition from GT Distributors, Inc. in the amount of $92,681.43 for the Prosper Police Department utilizing BuyBoard Contract #798-26. (BB)**

8. **Consider and act upon approving Resolution 2026-53 authorizing matching funds for a project submitted under the State and Local Cybersecurity Grant Program. (LJ)**

9. **Consider and act upon authorizing the purchase of replacement backup infrastructure hardware and associated support, through SHI Government Solutions, Inc., utilizing a Texas Department of Information Resources (DIR) Purchasing Contract, for $70,777. (LJ)**

10. **Consider and act upon authorizing the annual renewal of the Town's managed cybersecurity platform, through SHI Government Solutions, Inc., utilizing a Texas Department of Information Resources (DIR) Purchasing Contract, for $94,335. (LJ)**

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 Article 2.03(H)(8) and 2.03(I)(3)(g) of the Town's Unified Development Code, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)**

Mayor Pro-Tem Bartley made a motion to approve consent agenda items 1 through 11. Councilmember Charles seconded the item. Motion carried unanimously.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

12. **Conduct a Public Hearing to consider and act upon Ordinance 2026-52 amending the Project and Finance Plan for Tax Increment Reinvestment Zone Number One (TIRZ No. 1) increasing the Maximum Construction Payment to $76,714,144. (CE)**

Mr. Ewings presented the item noting the proposed amendment to the Project and Finance Plan. The amendment increases the maximum construction payment to $76,714,144 due to increases in construction costs, but the maximum construction payment plus interest amount would remain the same. The projected completion of construction reimbursements to the developer is September 2033. The Prosper EDC and TIRZ No. 1 Board met and approved the item. Staff recommends approval.

Mayor Bristol stated his appreciation for the partnersip with Blue Star Land and Collin County.

Mayor Bristol opened the public hearing.

Scott Shipp with Blue Star Land extended his appreciation to the partnership with the town.

Mayor Bristol closed the public hearing.

Mayor Pro-Tem Bartley made a motion to approve Ordinance 2026-52 amending the Project and Finance Plan for Tax Increment Reinvestment Zone Number One (TIRZ No.

DRAFT

1) increasing the Maximum Construction Payment to $76,714,144. Councilmember Reeves seconded the motion. Motion carried unanimously.

13. Consider and act upon approval of the First Amendment to the First Amended and Restated Development and Finance Agreement with the Prosper Economic Development Corporation and Blue Star Land Development increasing the Maximum Construction Payment to $76,714,144 for development of the Gates of Prosper in accordance with the Tax Increment Reinvestment Zone Number One (TIRZ No. 1) Project Plan. (CE)

Mr. Ewings introduced the item noting the proposed agreement facilitates the reimbursement of Blue Star Land Development up to the maximum construction payment and interest utilizing revenues collected within TIRZ No. 1. Staff recommends approval.

Councilmember Ray made a motion to approve the First Amendment to the First Amended and Restated Development and Finance Agreement with the Prosper Economic Development Corporation and Blue Star Land Development increasing the Maximum Construction Payment to $76,714,144 for development of the Gates of Prosper in accordance with the Tax Increment Reinvestment Zone Number One (TIRZ No. 1) Project Plan. Councilmember Andres seconded the motion. Motion carried unanimously.

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

Downtown Advisory Committee: Councilmember Ray and Reeves noted the committee received feedback from Olsson regarding the charrette's that were held and their plan to present to other entities including the Downtown Business Alliance.

Finance Subcommittee: Councilmember Ray noted they met regarding an item for future consideration. More will be brought forward at a later date.

Legislative Subcommittee: Councilmember Andres noted they discussed outcomes from the mid-term elections, plans to meet with the legislative delegation, and the 2027 Legislative Agenda will be brought forward to a future meeting for consideration.

CIP Subcommittee: Mayor Pro-Tem Bartley noted they were able to have a walk through of the Public Works and Parks Facility. The anticipated completion time is summer 2027.

Mayor Bristol asked the Town Attorney for a Charter Review update. Mr. Welch stated the committee will be holding their last meeting this week and noted there are some minor recommendations being made. The Chair will give the final report at the November 24 work session.

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

Councilmember Ray asked staff to remain diligent on bandit signs and would like to consider invoicing the entities in violation.

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.

DRAFT

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

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

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

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

The Town Council recessed into Executive Session at 6:40 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 7:59 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 7:59 p.m.

These minutes were approved on the 24th day of November 2026.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER
A Place Where Everyone Matters

FINANCE

To: **Mayor and Town Council**

From: **Chris Landrum, Finance Director**

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

Re: **October Monthly Financial Report for Fiscal Year 2027**

Town Council Meeting – November 24, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:
Consider acceptance of the October Monthly Financial Report for fiscal year 2027. (CL)

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

Budget Impact:
There is no budgetary impact affiliated with this item.

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

Attached Documents:
1. Monthly Financial Report – October 31, 2026

Town Staff Recommendation:
Town staff recommend the Town Council vote to accept submission of the Monthly Financial Report for the period of October for fiscal year 2027 in compliance with Town Charter requirements.

Proposed Motion:
I move to accept the October Monthly Financial Report for Fiscal Year 2027 in compliance with charter requirements.

TOWN OF PROSPER
A Place Where Everyone Matters



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

Prepared by
Finance Department

November 24, 2026

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

10/1/2026

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TOWN OF PROSPER, TEXAS

Management Discussion & Highlights

10/1/2026

Overview

Monthly financial reports are presented on a cash/budgetary basis to allow for timely reporting. October represents the first month of fiscal year 2027, with the year-to-date benchmark at 8.33%.

Finance advises departments to encumber funds for contracts and long lead-time items at the beginning of the year in an effort to give a more clear picture of what funds are truly available to spend. The encumbrances cause the YTD percentages to show as higher than anticipated; especially in the early months of the year.

Highlights

General Fund

Overall General fund revenues are up 14% versus last October. Major contributors to this include sales tax growing by 6%, and a 32% increase in Licenses, Fees, Permits (primarily building permits). Property taxes fell by 15% but is not concerning since the majority of property taxes are paid in December & January. This continues the trend of payments coming closer to the due date at the end of January. General Fund expenditures are in line with budgeted amounts. All items showing over expected are due to beginning of the year encumbrances.

Water-Sewer Fund

Water and sewer revenues are on track for the first month of the fiscal year. The overall increase of 26% versus the prior year is mainly related to prior year rate increases taking effect in the first full billing cycle of the year which is collected in November. October of FY26 was still billed at the lower rate. Expenditures are in line with budgeted amounts. UTRWD bills for two months every October, causing the first month of the year to show higher than expected for wastewater treatment fees.

Drainage Fund

Stormwater drainage revenues are in line with budgeted amounts and show a 62% increase versus last October. Expenditures are showing higher than anticipated due to capital encumbrances and CIP transfers which are made at the beginning of the year.

Health Fund

The Health Insurance Fund revenues are slightly below expected which is typical in the first quarter due to the new plan year starting in January. Health claim expenditures are in line with budgeted amounts.

Impact Fee Funds

Impact fee collections are in line with budgeted amounts for water and wastewater but are lower than expected for both east and west thoroughfare. Much of the anticipated fees are related to commercial development which incur larger roadway impact fees. No developer reimbursements have been issued from FY27 funds at this time but will begin quarterly starting in January.

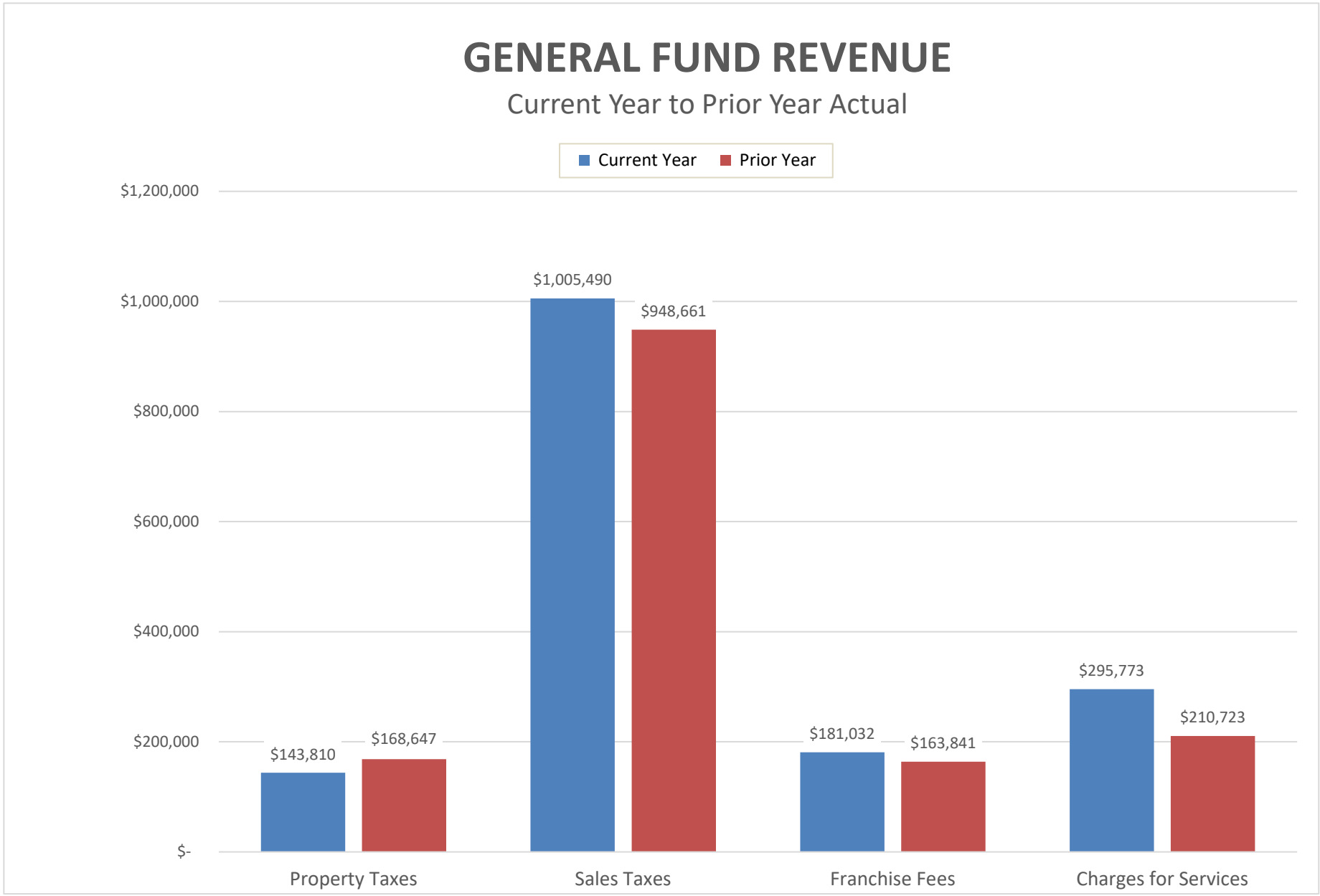
TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2026
Expected Year to Date Percent 8.3%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	$ 29,142,460	$ -	$ 29,142,460	$ 143,810	$ -	$ 28,998,650	0%	1	$ 168,647	-15%
Sales Taxes	13,677,166	-	13,677,166	1,005,490	-	12,671,676	7%		948,661	6%
Franchise Fees	5,350,739	-	5,350,739	181,032	-	5,169,707	3%	2	163,841	10%
Charges for Services	1,912,934	-	1,912,934	295,773	-	1,617,161	15%		210,723	40%
Licenses, Fees & Permits	6,572,909	-	6,572,909	501,277	-	6,071,632	8%	4	379,396	32%
Fines & Warrants	612,351	-	612,351	70,490	-	541,862	12%		43,975	60%
Intergovernmental Revenue (Grants)	1,359,594	-	1,359,594	-	-	1,359,594	0%		1,041	-100%
Interest Income	1,000,000	-	1,000,000	95,330	-	904,670	10%		23,069	313%
Miscellaneous	414,930	-	414,930	15,837	-	399,093	4%		46,968	-66%
Park Fees	759,041	-	759,041	45,707	-	713,334	6%		26,829	70%
Transfers In	2,127,225	-	2,127,225	178,485	-	1,948,740	8%		168,805	6%
Transfer In from SPD	7,518,125	-	7,518,125	537,301	-	6,980,824	7%		508,167	6%
Transfer In from CIP	1,739,138	-	1,739,138	1,700,000	-	39,138	98%		1,500,000	13%
Total Revenues	$ 72,186,612	$ -	$ 72,186,612	$ 4,770,531	$ -	$ 67,416,081	7%		$ 4,190,123	14%
EXPENDITURES										
Administration	$ 12,501,453	$ 52,874	$ 12,554,327	$ 562,744	$ 860,657	$ 11,130,927	11%	3	$ 505,043	11%
Police	18,449,793	-	18,449,793	1,062,301	289,024	17,098,468	7%		1,067,813	-1%
Fire/EMS	17,786,514	-	17,786,514	1,388,389	682,643	15,715,483	12%	3	1,117,333	24%
Public Works	5,827,386	-	5,827,386	176,818	930,387	4,720,182	19%	3	179,927	-2%
Community Services	9,160,050	(52,874)	9,107,176	452,520	519,204	8,135,452	11%	3	538,261	-16%
Development Services	4,672,782	-	4,672,782	253,640	47,576	4,371,566	6%		202,702	25%
Engineering	2,894,678	-	2,894,678	172,382	1,020	2,721,276	6%		158,785	9%
Transfers Out	1,000,000	-	1,000,000	-	-	1,000,000	0%		-	0%
Total Expenses	$ 72,292,656	$ -	$ 72,292,656	$ 4,068,793	$ 3,330,510	$ 64,893,353	10%		$ 3,769,865	8%
REVENUE OVER (UNDER) EXPENDITURES	$ (106,044)	$ -	$ (106,044)	$ 701,738					$ 420,258	
Beginning Fund Balance October 1			11,530,388	11,530,388					10,828,125	
Ending Fund Balance*			$ 11,424,344	$ 12,232,126					$ 11,248,383	

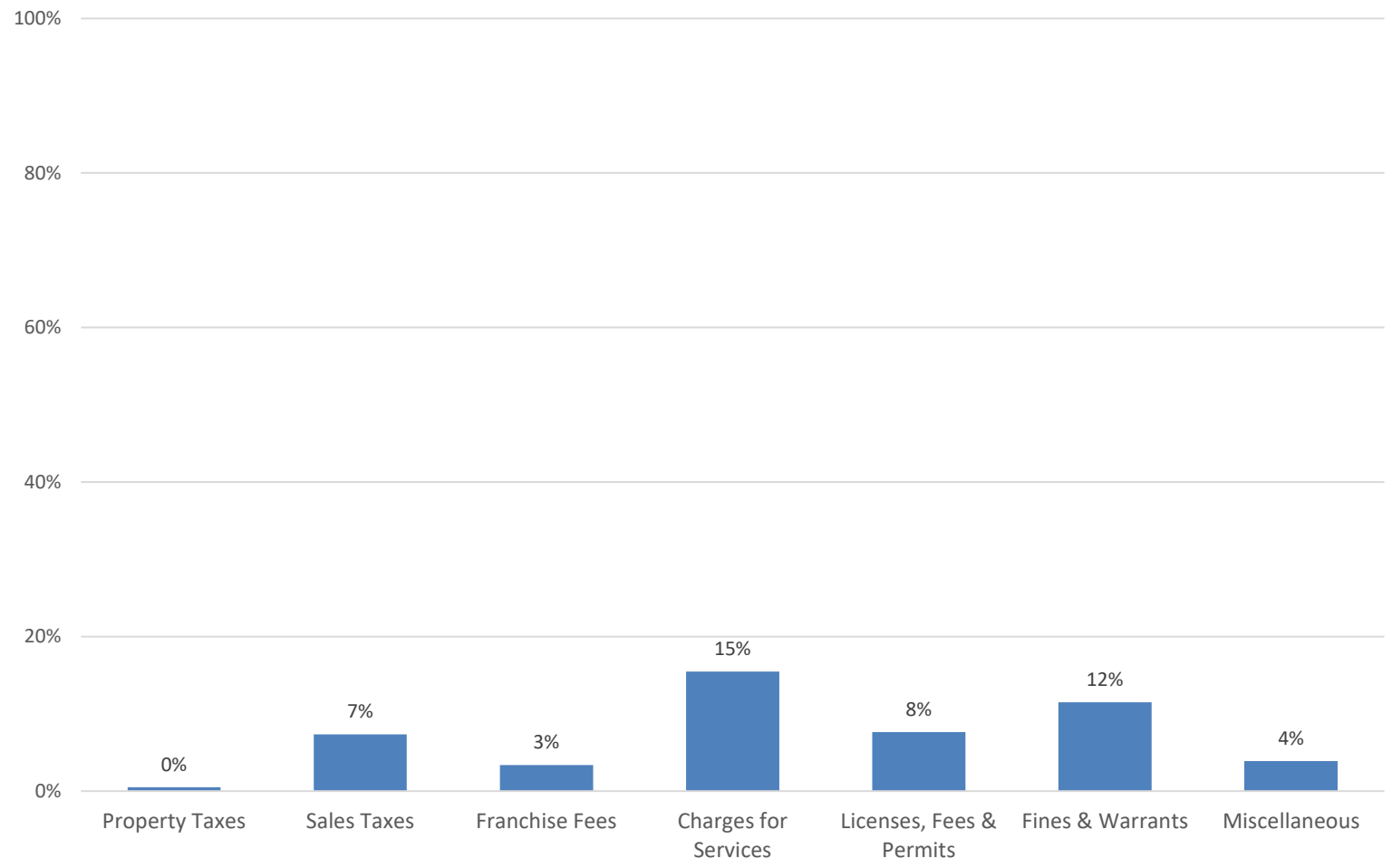
Notes

1 Property taxes are billed in October and a majority of collections occur December through February.
2 Franchise fees and other various license and fees are paid quarterly or annually.
3 Purchase orders made for capital purchases/contracts at the beginning of the year casue YTD % to be higher than expected in early months
4 Building permits included starting FY27 which were reported separately in prior years.
* Fund Balance Contingency per Charter and Reserve for FY27 = $12,760,246 (21%).

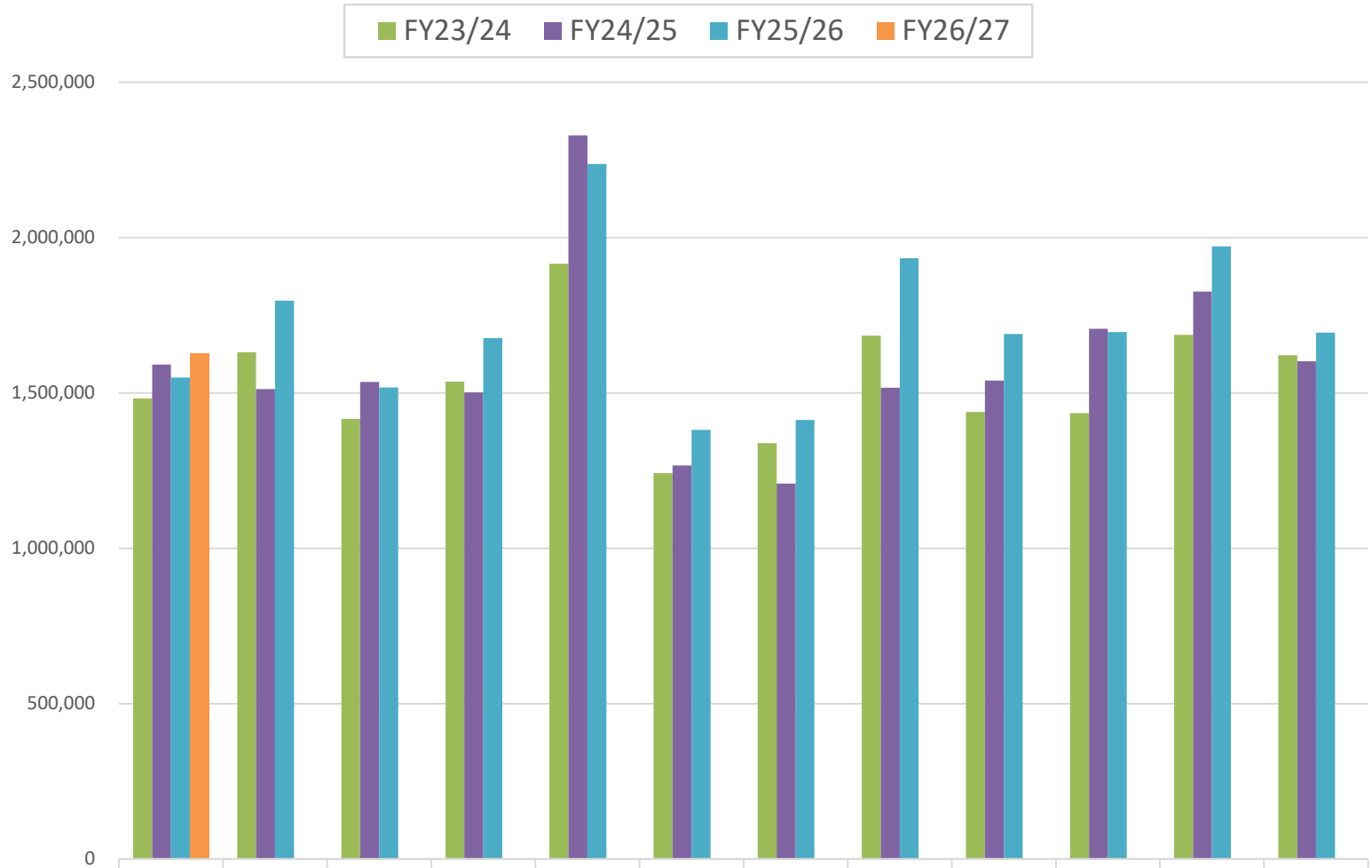

GENERAL FUND REVENUE
Current Year to Prior Year Actual
Current Year
Prior Year
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$-
$143,810
$168,647
$1,005,490
$948,661
$181,032
$163,841
$295,773
$210,723
Property Taxes
Sales Taxes
Franchise Fees
Charges for Services

GENERAL FUND REVENUE

Year to Date Percentage of Budget



Sales Tax Revenue by Month



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
FY23/24	1,482,318	1,631,428	1,416,305	1,536,503	1,916,177	1,242,148	1,338,895	1,684,727	1,439,000	1,434,773	1,686,707	1,621,072
FY24/25	1,591,655	1,512,387	1,535,268	1,501,405	2,328,728	1,266,690	1,208,397	1,516,922	1,539,897	1,706,833	1,826,271	1,601,489
FY25/26	1,549,629	1,797,381	1,517,26	1,676,242	2,237,038	1,381,283	1,413,020	1,933,244	1,689,601	1,695,459	1,971,626	1,693,985
FY26/27	1,625,706											

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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	$ 75,000	$ -	$ 75,000	$ (15,503)	$ -	$ 90,503	-21%	3	$ 559	-2872%
Property Taxes-Current	20,910,866	-	20,910,866	88,902	-	20,821,964	0%	1	94,266	-6%
Taxes-Penalties	40,000	-	40,000	1,146	-	38,854	3%		793	45%
Interest Income	145,000	-	145,000	2,216	-	142,784	2%		4,129	-46%
Transfer In	1,000,000	-	1,000,000	-	-	1,000,000	0%		-	0%
Total Revenues	$ 22,170,866	$ -	$ 22,170,866	$ 76,761	$ -	$ 22,094,105	0%		$ 99,748	-23%
EXPENDITURES										
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Bond Administrative Fees	9,000	-	9,000	-	-	9,000	0%		-	0%
2015 GO Bond Payment	-	-	-	-	-	-	0%		-	0%
2015 CO Bond Payment	-	-	-	-	-	-	0%		-	0%
2016 GO Debt Payment	250,000	-	250,000	-	-	250,000	0%		-	0%
2016 CO Debt Payment	485,000	-	485,000	-	-	485,000	0%		-	0%
2017 CO Debt Payment	520,000	-	520,000	-	-	520,000	0%		-	0%
2018 GO Debt Payment	180,000	-	180,000	-	-	180,000	0%		-	0%
2018 CO Debt Payment	580,000	-	580,000	-	-	580,000	0%	2	-	0%
2019 CO Debt Payment	582,894	-	582,894	-	-	582,894	0%		-	0%
2019 GO Debt Payment	180,000	-	180,000	-	-	180,000	0%		-	0%
2020 CO Debt Payment	465,000	-	465,000	-	-	465,000	0%		-	0%
2021 CO Debt Payment	280,000	-	280,000	-	-	280,000	0%		-	0%
2021 GO Debt Payment	1,485,000	-	1,485,000	-	-	1,485,000	0%		-	0%
2022 GO Debt Payment	1,125,000	-	1,125,000	-	-	1,125,000	0%		-	0%
2023 GO Debt Payment	1,415,000	-	1,415,000	-	-	1,415,000	0%		-	0%
2024 GO Debt Payment	1,085,000	-	1,085,000	-	-	1,085,000	0%		-	0%
2025 GO Debt Payment	1,915,000	-	1,915,000	-	-	1,915,000	0%		-	0%
2026 GO Debt Payment	-	1,450,000	1,450,000	-	-	1,450,000	0%		-	0%
Bond Interest Expense	8,081,931	1,293,133	9,375,064	-	-	9,375,064	0%		-	0%
Total Expenditures	$ 18,638,825	$ 2,743,133	$ 21,381,958	$ -	$ -	$ 21,381,958	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ 3,532,041		$ 788,908	$ 76,761					$ 99,748	
*Beginning Fund Balance October 1			576,956	576,956					1,335,684	
Ending Fund Balance Current Month			$ 1,365,864	$ 653,718					$ 1,435,432	

Notes

1 Property taxes are billed in October and the majority of collections occur December through February.
2 Annual debt service payments are made in February and August.
3 Recalculation refunds greater than delinquent payments.

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EAST THOROUGHFARE IMPACT FEES FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
East Thoroughfare Impact Fees	$ 6,594,756	$ -	$ 6,594,756	$ 79,471	$ -	$ 6,515,285	1%		$ 327,306	-76%
East Thoroughfare Other Revenue	-	-	-	-	-	-	0%		-	0%
Interest Income	100,000	-	100,000	1,820	-	98,180	2%		7,368	-75%
Total Revenues	$ 6,694,756	$ -	$ 6,694,756	$ 81,291	$ -	$ 6,613,465	1%		$ 334,674	-76%
EXPENDITURES										
Developer Reimbursements	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Transfer Out	7,189,152	-	7,189,152	-	-	7,189,152	0%		-	0%
Total Expenditures	$ 7,189,152	$ -	$ 7,189,152	$ -	$ -	$ 7,189,152	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			$ (494,396)	$ 81,291					$ 334,674	
Beginning Fund Balance October 1			459,539	459,539					2,212,876	
Ending Fund Balance Current Month			$ (34,857)	$ 540,831					$ 2,547,550	

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WEST THOROUGHFARE IMPACT FEES FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
West Thoroughfare Impact Fees	$ 9,285,605	$ -	$ 9,285,605	$ 303,729	$ -	$ 8,981,876	3%		$ 318,371	-5%
West Thoroughfare Other Revenue	-	-	-	-	-	-	0%		-	0%
Interest Income	200,000	-	200,000	8,277	-	191,724	4%		19,171	-57%
Total Revenues	$ 9,485,605	$ -	$ 9,485,605	$ 312,005	$ -	$ 9,173,600	3%		$ 337,543	-8%
EXPENDITURES										
Developer Reimbursements										
Pk Place, Prosper Hills, Prosper Mdw	$ 750,000	$ -	$ 750,000	$ -	$ -	$ 750,000	0%		$ -	0%
Creek Side	300,000	-	300,000	-	-	300,000	0%			0%
Star Trail	1,700,000	-	1,700,000	-	-	1,700,000	0%			0%
Legacy Garden	900,000	-	900,000	-	-	900,000	0%			0%
DNT Frontier Retail	550,000	-	550,000	-	-	550,000	0%			0%
Total Developer Reimbursements	$ 4,200,000	$ -	$ 4,200,000	$ -	$ -	$ 4,200,000	0%		$ -	0%
Transfer to Capital Project Fund	$ 11,565,240	$ -	$ 11,565,240	$ 2,500,000	$ -	$ 9,065,240	22%		$ -	0%
Total Transfers Out	$ 11,565,240	$ -	$ 11,565,240	$ 2,500,000	$ -	$ 9,065,240	22%		$ -	0%
Total Expenditures	$ 15,765,240	$ -	$ 15,765,240	$ 2,500,000	$ -	$ 13,265,240	16%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			$ (6,279,635)	$ (2,187,995)					$ 337,543	
Beginning Fund Balance October 1			4,549,273	4,549,273					6,079,635	
Ending Fund Balance Current Month			$ (1,730,362)	$ 2,361,278					$ 6,417,178	

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WATER IMPACT FEES FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Impact Fees Water	$ 2,210,994	$ -	$ 2,210,994	$ 208,055	$ -	$ 2,002,939	9%		$ 241,555	-14%
Interest Income	200,000	-	200,000	13,170	-	186,830	7%		25,178	-48%
Total Revenues	$ 2,410,994	$ -	$ 2,410,994	$ 221,225	$ -	$ 2,189,769	9%		$ 266,733	-17%
EXPENDITURES										
Developer Reimbursements										
DNT Frontier Retail	$ 350,000	$ -	$ 350,000	$ -	$ -	$ 350,000	0%		$ -	0%
Creekside	100,000	-	100,000	-	-	100,000	0%			0%
Star Trail	550,000	-	550,000	-	-	550,000	0%			0%
Legacy Gardens	200,000	-	200,000	-	-	200,000	0%			0%
Pk Place, Prosper Hills, Prosper Mdw	600,000	-	600,000	-	-	600,000	0%		-	0%
Total Developer Reimbursements	$ 1,800,000	$ -	$ 1,800,000	$ -	$ -	$ 1,800,000	0%		$ -	0%
Transfer to Capital Project Fund	$ 4,199,151	$ -	$ 4,199,151	$ -	$ -	$ 4,199,151	0%		$ -	0%
Total Transfers Out	$ 4,199,151	$ -	$ 4,199,151	$ -	$ -	$ 4,199,151	0%		$ -	0%
Total Expenditures	$ 5,999,151	$ -	$ 5,999,151	$ -	$ -	$ 5,999,151	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			$ (3,588,157)	$ 221,225					$ 266,733	
Beginning Fund Balance October 1			3,723,125	3,723,125					8,499,681	
Ending Fund Balance Current Month			$ 134,968	$ 3,944,351					$ 8,766,414	

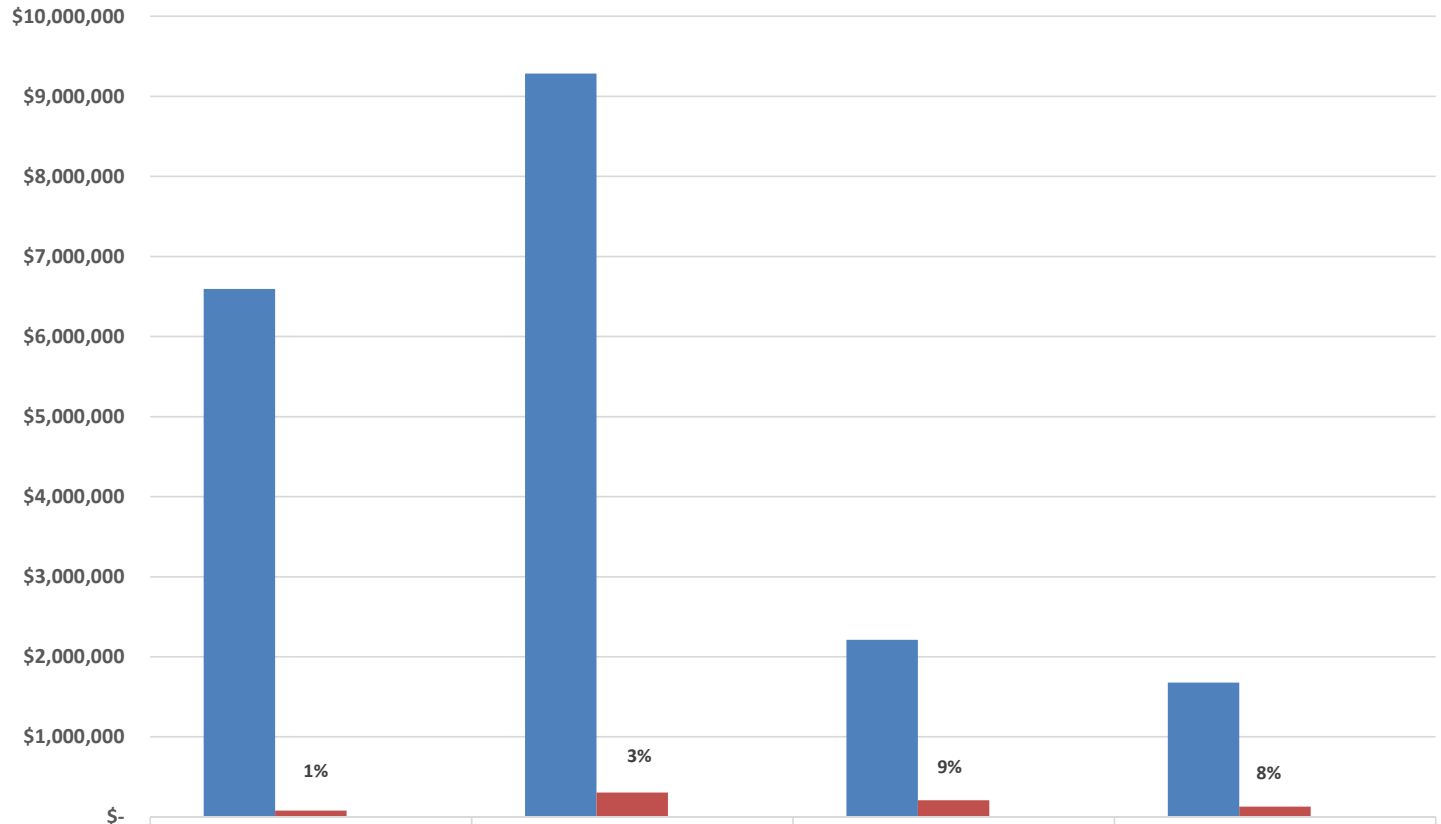
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WASTEWATER IMPACT FEES FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Impact Fees Wastewater	$ 1,679,381	$ -	$ 1,679,381	$ 129,222	$ -	$ 1,550,159	8%		$ 120,899	7%
Interest Income	100,000	-	100,000	2,456	-	$ 97,544	2%		7,482	-67%
Upper Trinity Equity Fee	300,000	-	300,000	11,500	-	$ 288,500	4%		10,500	10%
Total Revenues	$ 2,079,381	$ -	$ 2,079,381	$ 143,178	$ -	$ 1,936,203	7%		$ 138,881	3%
EXPENDITURES										
Developer Reimbursements										
LaCima Developer Reimb	$ 300,000	$ -	$ 300,000	$ -	$ -	$ 300,000	0%		$ -	0%
All Storage Developer Reimb	400,000		400,000	-	-	400,000	0%			0%
Pk Place, Prosper Hills, Prosper Mdw	186,000		186,000	-	-	186,000	0%			0%
Total Developer Reimbursements	$ 886,000	$ -	$ 886,000	$ -	$ -	$ 886,000	0%		$ -	0%
Transfer to Capital Project Fund	$ 2,453,522	$ -	$ 2,453,522	$ -	$ -	$ 2,453,522	0%		$ -	0%
Total Transfers Out	$ 2,453,522	$ -	$ 2,453,522	$ -	$ -	$ 2,453,522	0%		$ -	0%
Total Expenditures	$ 3,339,522	$ -	$ 3,339,522	$ -	$ -	$ 3,339,522	0%		$ 4,362	-100%
REVENUE OVER (UNDER) EXPENDITURES			$ (1,260,141)	$ 143,178					$ 134,519	
Beginning Fund Balance October 1			596,350	596,350					2,463,452	
Ending Fund Balance Current Month			$ (663,791)	$ 739,528					$ 2,597,971	

IMPACT FEE REVENUE

YTD Actual to Annual Budget



	EAST THOROUGHFARE	WEST THOROUGHFARE	WATER	WASTEWATER
ANNUAL BUDGET	$6,594,756	$9,285,605	$2,210,994	$1,679,381
YTD ACTUAL	$79,471	$303,729	$208,055	$129,222
% OF BUDGET	1%	3%	9%	8%

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TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	$ 50,000	$ -	$ 50,000	$ 19,103	$ 30,897	38%		$ 3,821	400%
Wastewater Impact Fees	700,000	-	700,000	19,754	680,246	3%		8,466	133%
East Thoroughfare Impact Fees	50,000	-	50,000	4,589	45,411	9%		4,589	0%
Property Taxes - Town (Current)	1,742,588	-	1,742,588	-	1,742,588	0%	1	-	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	-	0%
Property Taxes - County (Current)	320,285	-	320,285	-	320,285	0%	2	-	0%
Sales Taxes - Town	1,478,736	-	1,478,736	95,776	1,382,960	6%		101,124	-5%
Sales Taxes - EDC	1,214,676	-	1,214,676	80,213	1,134,463	7%		84,691	-5%
Interest Income	50,000	-	50,000	3,011	46,989	6%		5,308	-43%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	$ 5,606,285	$ -	$ 5,606,285	$ 222,446	$ 5,383,839	4%		$ 207,999	7%
EXPENDITURES									
Professional Services	$ 3,000	$ -	$ 3,000	$ -	$ 3,000	0%		$ -	0%
Developer Reimbursement	6,063,771	-	6,063,771	-	6,063,771	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 6,066,771	$ -	$ 6,066,771	$ -	$ 6,066,771	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ (460,486)	$ -	$ (460,486)	$ 222,446				$ 207,999	
Beginning Fund Balance October 1			1,053,687	1,053,687				2,004,258	
Ending Fund Balance Current Month			$ 593,201	$ 1,276,133				$ 2,212,257	

Notes

1 Property tax documentation received in May to make transfer.

2 County's portion typically received in June.

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TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	$ 143,602	$ -	$ 143,602	$ -	$ 143,602	0%	1	$ -	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	-	0%
Property Taxes - County (Current)	35,858	-	35,858	-	35,858	0%	2	-	0%
Sales Taxes - Town	2,641	-	2,641	112	2,529	4%		89	26%
Sales Taxes - EDC	2,641	-	2,641	112	2,529	4%		89	26%
Interest Income	1,500	-	1,500	156	1,344	10%		117	33%
Total Revenue	$ 186,242	$ -	$ 186,242	$ 380	$ 185,862	0%		$ 295	29%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Developer Reimbursement	206,424	-	206,424	-	206,424	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 206,424	$ -	$ 206,424	$ -	$ 206,424	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ (20,182)	$ -	$ (20,182)	$ 380				$ 295	
Beginning Fund Balance October 1			47,324	47,324				41,205	
Ending Fund Balance Current Month			$ 27,142	$ 47,704				$ 41,499	

Notes

1 Property tax documentation typically received in May to make transfer.

2 County's portion typically received in June.

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 3,698,386	$ -	$ 3,698,386	$ 269,070	$ -	$ 3,429,316	7%		$ 254,389	6%
Interest Income	1,200	-	1,200	117	-	1,083	10%		71	64%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 3,699,586	$ -	$ 3,699,586	$ 269,187	$ -	$ 3,430,399	7%		$ 254,460	6%
EXPENDITURES										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Other	1,200	-	1,200	-	-	1,200	0%		-	0%
Transfer Out	3,773,944	-	3,773,944	269,070	-	3,504,874	7%	1	254,389	6%
Total Expenditures	$ 3,775,144	$ -	$ 3,775,144	$ 269,070	$ -	$ 3,506,074	7%		$ 254,389	6%
REVENUE OVER (UNDER) EXPENDITURES	$ (75,558)	$ -	$ (75,558)	$ 117					$ 71	
Beginning Fund Balance October 1			135,924	135,924					97,423	
Ending Fund Balance Current Month			$ 60,366	$ 136,041					$ 97,494	

Notes

1 Payroll costs are transferred monthly.

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 3,698,386	$ -	$ 3,698,386	$ 268,231	$ -	$ 3,430,155	7%		$ 253,779	6%
Interest Income	1,200	-	1,200	126	-	1,074	10%		71	77%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 3,699,586	$ -	$ 3,699,586	$ 268,357	$ -	$ 3,431,229	7%		$ 253,850	6%
EXPENDITURES										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Other	1,200	-	1,200	-	-	1,200	0%		-	0%
Transfer Out	3,743,870	-	3,743,870	268,231	-	3,475,639	7%	1	253,779	6%
Total Expenditures	$ 3,745,070	$ -	$ 3,745,070	$ 268,231	$ -	$ 3,476,839	7%		$ 253,779	6%
REVENUE OVER (UNDER) EXPENDITURES	$ (45,484)	$ -	$ (45,484)	$ 126					$ 71	
Beginning Fund Balance October 1			113,146	113,146					75,732	
Ending Fund Balance Current Month			$ 67,662	$ 113,272					$ 75,803	

Notes

1 Payroll costs are transferred monthly.

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PARK DEDICATION AND IMPROVEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication Fees	$ 1,550,000	$ -	$ 1,550,000	$ -	$ -	$ 1,550,000	0%		$ -	0%
Park Improvement Fees	800,000	-	800,000	-	-	800,000	0%		4,500	-100%
Interest - Park Dedication	25,000	-	25,000	162	-	24,838	1%		4,112	-96%
Interest - Park Improvement	25,000	-	25,000	69	-	24,931	0%		2,745	-97%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 2,400,000	$ -	$ 2,400,000	$ 231	$ -	$ 2,399,769	0%		$ 11,357	-98%
EXPENDITURES										
Transfers Out - Park Dedication	$ 3,169,431	$ -	$ 3,169,431	$ -	$ -	$ 3,169,431	0%		$ -	0%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	1,844,662	-	1,844,662	200,000	-	1,644,662	11%		-	0%
Park Improvement	-	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 5,014,093	$ -	$ 5,014,093	$ 200,000	$ -	$ 4,814,093	4%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ (2,614,093)	$ -	$ (2,614,093)	$ (199,769)					$ 11,357	
Beginning Fund Balance October 1			278,336	278,336					2,379,093	
Ending Fund Balance Current Month			$ (2,335,757)	$ 78,567					$ 2,390,450	

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SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Interest Income	$ 38,050	$ -	$ 38,050	$ 1,718	$ -	$ 36,332	5%		$ 4,178	-59%
Police Donation Revenue	17,000	-	17,000	1,518	-	15,482	9%		1,465	4%
Cash Seizure Forfeiture	1,000	-	1,000	2,296	-	(1,296)	230%		139	1546%
Fire Donation Revenue	15,500	-	15,500	6,556	-	8,944	42%		1,475	344%
Child Safety Revenue	28,000	-	28,000	-	-	28,000	0%		-	0%
Court Technology/Security Revenue	16,723	-	16,723	4,486	-	12,237	27%		3,017	49%
Municipal Jury revenue	300	-	300	50	-	250	17%		34	47%
Tree Mitigation	300,000	-	300,000	-	-	300,000	0%		48,747	-100%
Escrow Income	-	-	-	-	-	-	0%		-	0%
LEOSE Revenue	10,000	-	10,000	-	-	10,000	0%		-	0%
60-A Inspection Revenue	12,000	-	12,000	160	-	11,840	1%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 438,573	$ -	$ 438,573	$ 16,784	$ -	$ 421,789	4%		$ 59,055	-72%
EXPENDITURES										
Police Donation Expense	$ 30,000	$ -	$ 30,000	$ -	$ -	$ 30,000	0%		$ -	0%
Police Seizure Expense	45,000	-	45,000	-	-	45,000	0%		-	0%
Fire Donation Expense	58,482	-	58,482	-	33,739	24,743	58%		-	0%
Child Safety Expense	150,000	-	150,000	-	-	150,000	0%		-	0%
Court Technology/Security Expense	25,060	-	25,060	-	-	25,060	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expense	20,000	-	20,000	720	-	19,280	4%		-	0%
60-A Inspection Expense	-	-	-	-	-	-	0%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		-	0%
Transfer Out (Tree Mitigation)	-	-	-	170,000	-	(170,000)	0%		-	0%
Total Expenses	$ 328,542	$ -	$ 328,542	$ 170,720	$ 33,739	$ 124,083	62%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ 110,031	$ -	$ 110,031	$ (153,936)					$ 59,055	
Beginning Fund Balance October 1			876,151	876,151					1,359,043	
Ending Fund Balance Current Month			$ 986,182	$ 722,215					$ 1,418,099	

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HOTEL OCCUPANCY TAX FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Hotel Occupancy Tax	$ 400,000	$ -	$ 400,000	$ -	$ -	$ 400,000	0%	1	$ -	0%
Interest Income	2,000	-	2,000	624	-	1,376	31%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 402,000	$ -	$ 402,000	$ 624	$ -	$ 401,376	0%		$ -	0%
EXPENDITURES										
Personnel	$ 114,691	$ -	$ 114,691	$ 8,000	$ -	$ 106,691	7%		$ -	0%
Hotel Occupancy Tax Rebate	-	-	-	-	-	-	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 114,691	$ -	$ 114,691	$ 8,000	$ -	$ 106,691	7%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ 287,309	$ -	$ 287,309	$ (7,377)					$ -	
Beginning Fund Balance October 1			192,577	192,577					-	
Ending Fund Balance Current Month			$ 479,886	$ 185,200					$ -	

Notes

1 Revenues received one month in arrears, October payment booked back to prior FY.

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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	$ 32,053,861	$ -	$ 32,053,861	$ 3,141,187	$ -	$ 28,912,674	10%	2	$ 2,436,184	29%
Sewer Charges for Services	20,821,396	-	20,821,396	1,570,206	-	19,251,190	8%	2	1,223,905	28%
Licenses, Fees & Permits	223,000	-	223,000	26,816	-	196,184	12%		48,695	-45%
Utility Billing Penalties	239,000	-	239,000	(543)	-	239,543	0%		19,873	-103%
Interest Income	429,417	-	429,417	32,698	-	396,719	8%		30,581	7%
Other	902,783	-	902,783	78,336	-	824,447	9%		84,435	-7%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	$ 54,669,457	$ -	$ 54,669,457	$ 4,848,700	$ -	$ 49,820,757	9%		$ 3,843,673	26%
EXPENDITURES										
Administration	$ 1,263,769	$ -	$ 1,263,769	$ 29,021	$ 108,156	$ 1,126,593	11%	3	$ 66,520	-56%
Debt Service	9,044,594	1,340,994	10,385,588	-	-	10,385,588	0%	1	-	0%
Water Purchases	18,205,859	-	18,205,859	1,441,820	-	16,764,039	8%		1,240,150	16%
Wastewater Treatment Fees	7,156,674	-	7,156,674	809,764	-	6,346,910	11%	5	658,007	23%
Franchise Fee	2,172,380	-	2,172,380	181,032	-	1,991,348	8%		163,668	11%
Public Works	10,970,046	-	10,970,046	416,955	1,222,256	9,330,835	15%	3	329,503	27%
Transfer Out	1,894,740	-	1,894,740	164,703	-	1,730,037	9%	4	152,479	8%
Total Expenses	$ 50,708,062	$ 1,340,994	$ 52,049,056	$ 3,043,294	$ 1,330,412	$ 47,675,350	8%		$ 2,610,326	17%
REVENUE OVER (UNDER) EXPENDITURES	$ 3,961,395	$ (1,340,994)	$ 2,620,401	$ 1,805,407					$ 1,233,346	
Beginning Working Capital October 1			11,389,588	11,389,588					12,212,476	
*Ending Working Capital			$ 14,009,989	$ 13,194,994					$ 13,445,822	

Notes

1 Annual debt service payments are made in February and August.
2 Charges for services are low in the winter months and peak in summer causing revenues to show lower than expected in the early months of the fiscal year.
3 Purchase orders made for capital purchases/contracts at the beginning of the year casue YTD % to be higher than expected in early months
4 Budgeted transfer amount to be adjusted at mid-year to $1,976,433.
5 UTRWD bills the first two months in October.
* Minimum Ending Working Capital balance for FY26 = $12,860,079 (25%).

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WATER-SEWER FUND

	Oct-26		Oct-25		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	14,610	13,909	14,220	13,515	2.83%
# of Accts Commercial	599	565	521	475	16.87%
Consumption-Residential	259,444,575	111,059,195	222,180,250	96,459,928	16.28%
Consumption-Commercial	36,759,885	25,011,224	33,082,220	20,093,370	16.16%
Consumption-Commercial Irrigation	75,463,319		42,856,570		76.08%
Avg Total Res Water Consumption	17,730		15,618		13.52%
Billed ($) Residential	$ 1,950,729	$ 1,251,021	$ 1,572,991	$ 990,797	24.01%
Billed ($) Commercial	$ 386,049	$ 300,831	$ 345,016	$ 214,596	11.89%
Billed ($) Commercial Irrigation	$ 778,668		$ 412,027		88.98%
Total Billed ($)	$ 3,115,446	$ 1,551,852	$ 2,330,034	$ 1,205,393	32.02%

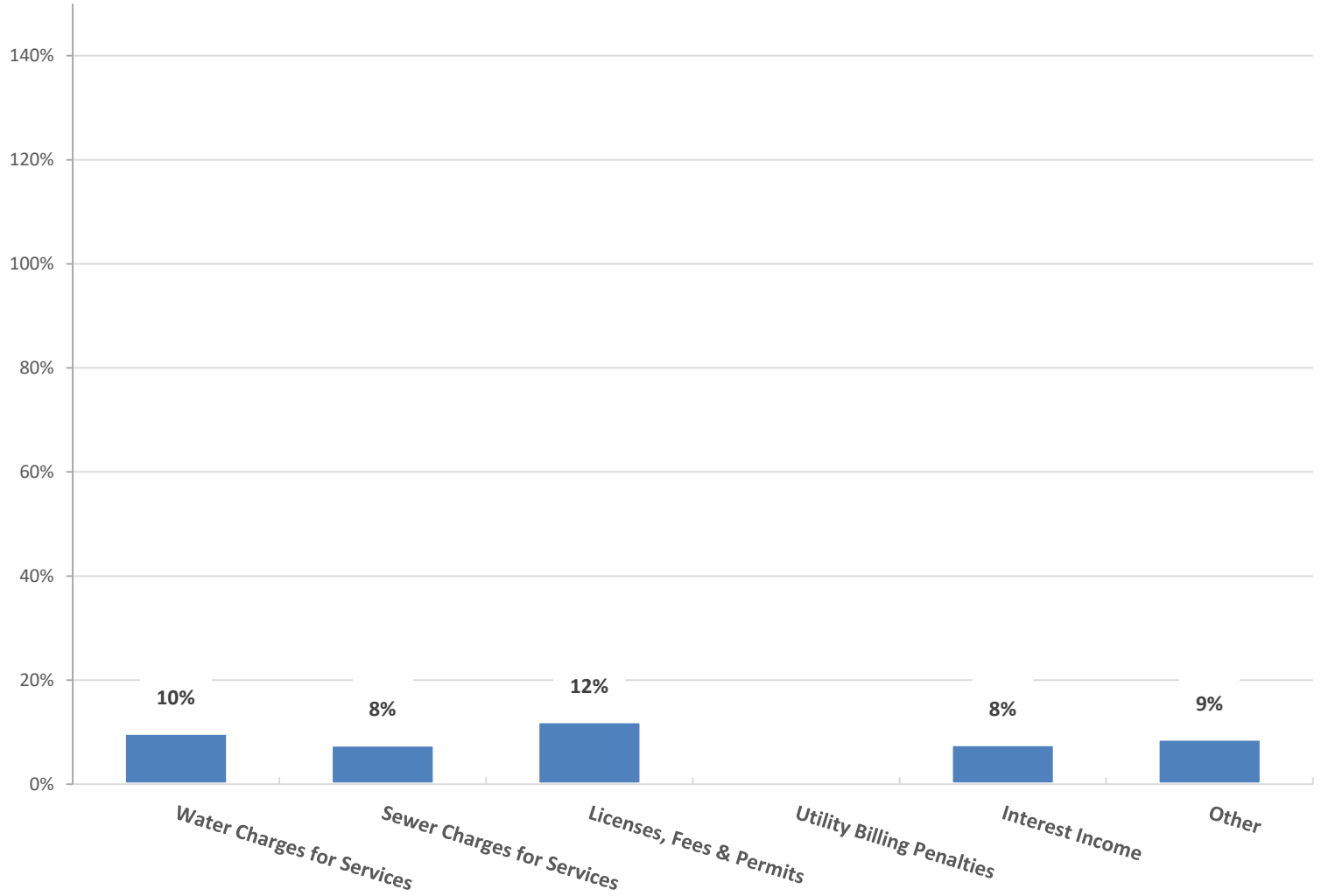
	FY2027			FY2026		
Month	**Avg. Temp (°F)**	**# Rain Days**	**Rainfall (in)**	**Avg. Temp (°F)**	**# Rain Days**	**Rainfall (in)**
October	73°	5	3.55	73°	4	3.05
November				63°	7	4.10
December				54°	2	0.03
January				47°	5	1.80
February				60°	2	1.71
March				67°	3	3.50
April				70°	7	3.23
May				75°	6	1.85
June				83°	7	5.45
July				89°	5	0.60
August				92°	0	0.00
September				88°	0	0.00
Annual		**5**	**3.55**		**48**	**25.32**

Weather Data: https://www.wunderground.com/history/monthly/KDAL/date/2026-09

Average Total Residential Water Consumption by Month				
Month	**FY2027**	**FY2026**	**Five Year Average**	**Cumulative Average**
October	17,730	15,618	17,764	17,764
November	-	12,738	11,997	29,761
December	-	8,559	7,953	37,714
January	-	7,680	7,281	44,995
February	-	7,417	6,601	50,487
March	-	6,717	6,494	58,090
April	-	11,933	10,027	68,118
May	-	11,712	11,951	80,069
June	-	13,026	12,897	92,965
July	-	15,188	18,650	111,615
August	-	22,036	22,979	134,594
September	-	26,562	22,418	157,011
TOTAL (gal)	**17,730**	**159,186**	**157,011**	

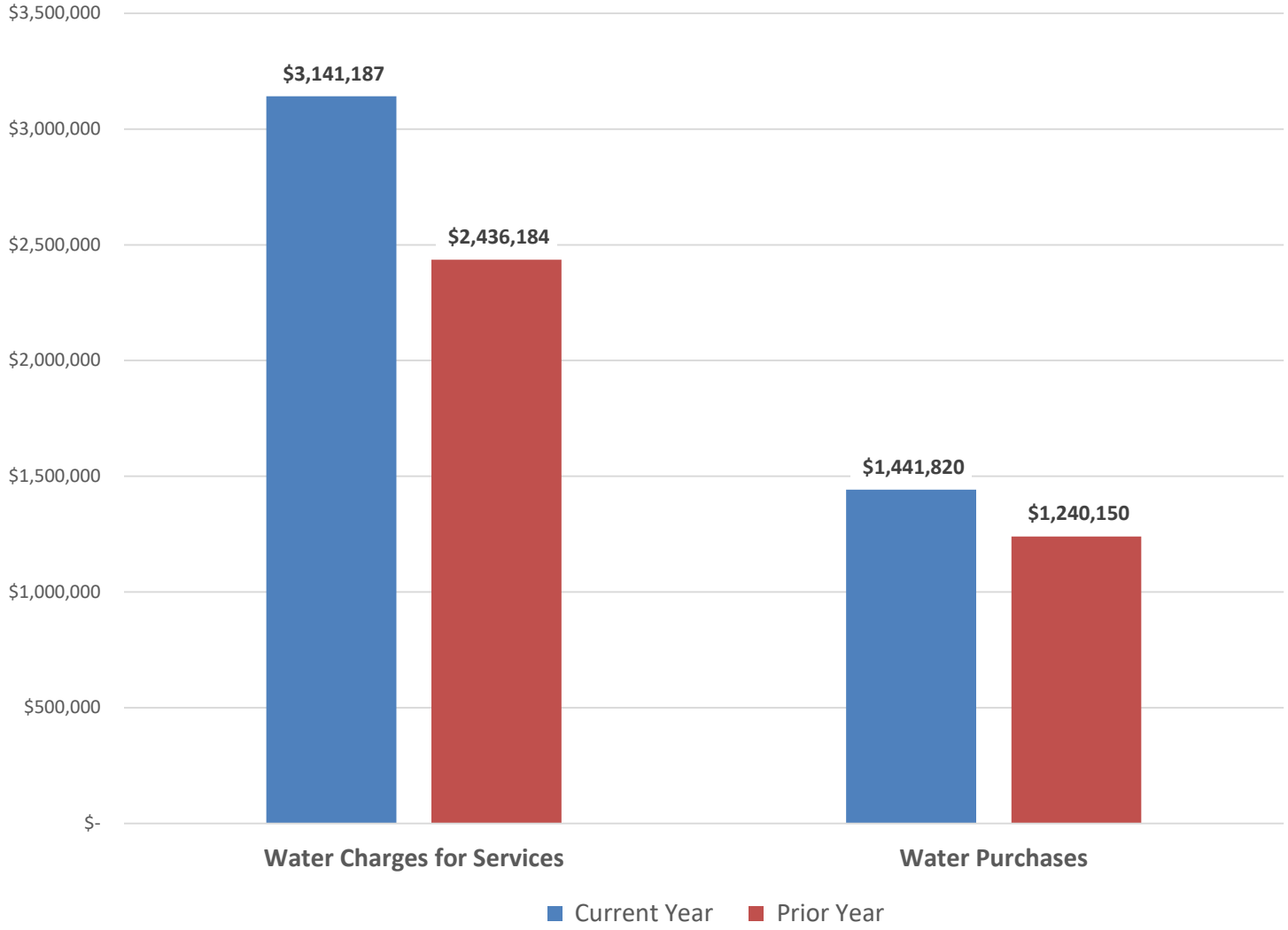
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



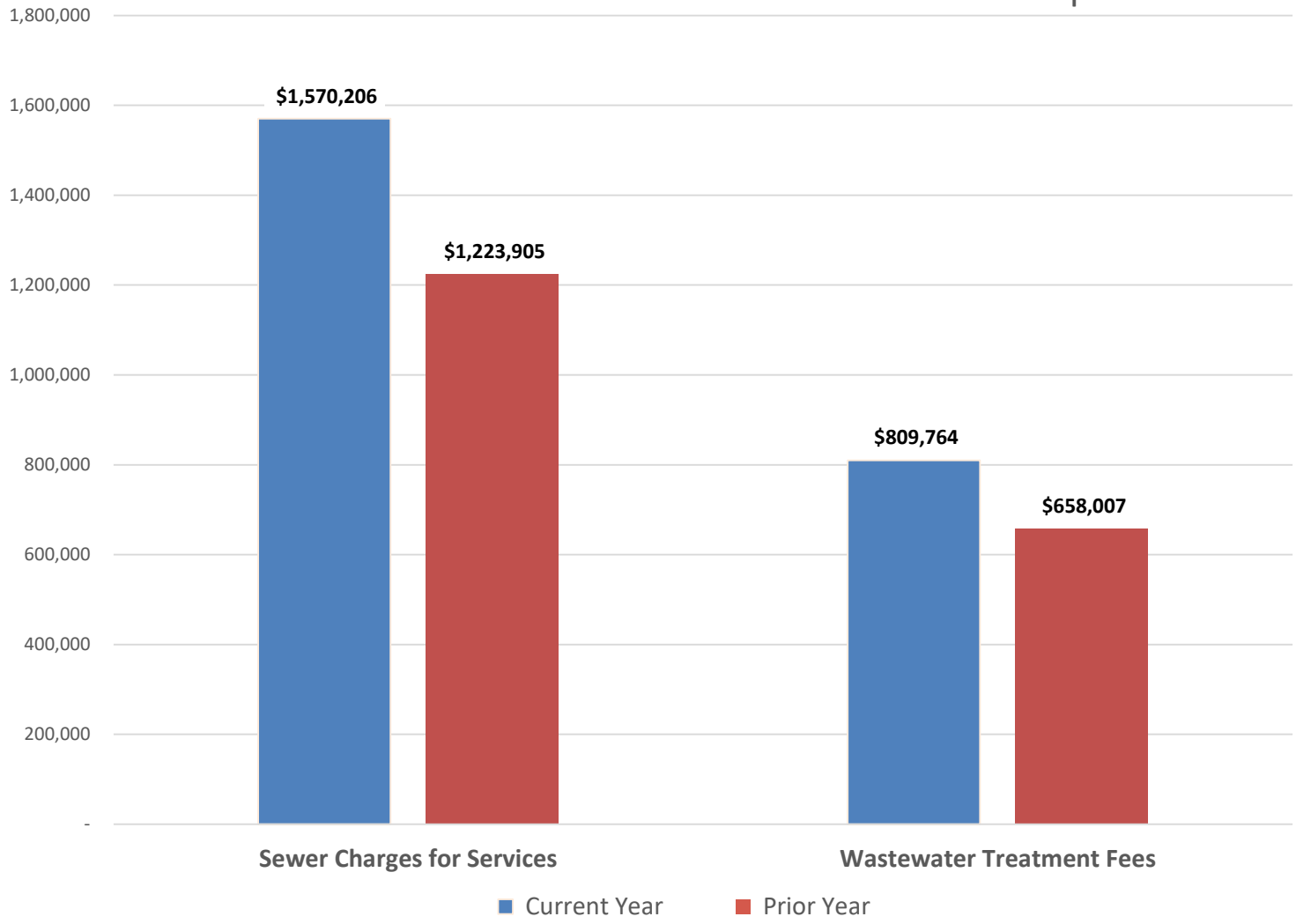
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



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STORMWATER DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	$ 1,726,111	$ -	$ 1,726,111	$ 131,458	$ -	$ 1,594,653	8%		$ 84,230	56%
Drainage Review Fee	71,500	-	71,500	-	-	71,500	0%		-	0%
Interest Income	8,000	-	8,000	2,168	-	5,832	27%		782	177%
Other Revenue	-	-	-	3,750	-	(3,750)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 1,805,611	$ -	$ 1,805,611	$ 137,376	$ -	$ 1,668,235	8%		$ 85,012	62%
EXPENDITURES										
Administration	$ 737,558	$ -	$ 737,558	$ 32,407	$ -	$ 705,151	4%		$ 27,356	18%
Debt Service	219,338	-	219,338	-	-	219,338	0%	2	-	0%
Operating Expenditures	335,943	-	335,943	1,421	1,250	333,272	1%		1,578	-10%
Capital	314,000	-	314,000	-	282,635	31,365	90%		-	0%
Transfers Out	252,851	-	252,851	212,456	-	40,395	84%	1,3	2,496	8411%
Total Expenses	$ 1,859,690	$ -	$ 1,859,690	$ 246,284	$ 283,885	$ 1,329,521	29%		$ 31,431	684%
REVENUE OVER (UNDER) EXPENDITURES	$ (54,079)	$ -	$ (54,079)	$ (108,908)					$ 53,581	
Beginning Working Capital October 1			936,721	936,721					251,393	
Ending Working Capital Current Month			$ 882,642	$ 827,813					$ 304,974	

Notes

1 Capital project funds are transferred as needed; General fund transfers are made monthly.

2 Annual debt service payments are made in February and August.

3 Budgeted transfer amount to be adjusted at mid-year to $349,472.

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SOLID WASTE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	$ 4,260,000	$ -	$ 4,260,000	$ 363,923	$ -	$ 3,896,077	9%		$ 336,448	8%
Interest Income	6,000	-	6,000	597	-	5,403	10%		802	-26%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	$ 4,266,000	$ -	$ 4,266,000	$ 364,520	$ -	$ 3,901,480	9%		$ 337,250	8%
EXPENDITURES										
Administration	$ 112,521	$ -	$ 112,521	$ 4,334	$ -	$ 108,187	4%		$ 2,119	105%
Sanitation Collection	3,445,196	-	3,445,196	-	3,445,196	-	100%	1	-	0%
Capital Expenditure	-	-	-	-	-	-	0%		-	0%
Debt Service	257,501	-	257,501	21,458	-	236,043	8%		21,458	0%
Transfer Out	179,634	-	179,634	1,326	-	178,308	1%	2	13,829	-90%
Total Expenses	$ 3,994,852	$ -	$ 3,994,852	$ 27,118	$ 3,445,196	$ 522,538	87%		$ 37,406	-28%
REVENUE OVER (UNDER) EXPENDITURES	$ 271,148	$ -	$ 271,148	$ 337,401					$ 299,844	
Beginning Working Capital October 1			183,283	183,283					52,403	
Ending Working Capital			$ 454,431	$ 520,684					$ 352,247	

Notes

1 Full trash collection budget encumbered at the beginning of the year.

2 Budgeted transfer amount to be adjusted at mid-year to $15,916.

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Charges for Services	$ 2,239,447	$ -	$ 2,239,447	$ 187,756	$ -	$ 2,051,691	8%		$ 131,005	43%
Grant Revenue	-	-	-	-	-	-	0%		-	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		-	0%
Interest Income	250,000	-	250,000	10,723	-	239,277	4%		11,566	-7%
Auction Proceeds	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 2,639,447	$ -	$ 2,639,447	$ 198,479	$ -	$ 2,440,968	13%		$ 142,571	36%
EXPENDITURES										
Vehicle Replacement	$ 1,055,030	$ -	$ 1,055,030	$ -	$ 4,986,054	$ (3,931,024)	473%	1, 2	$ -	0%
Equipment Replacement	-	-	-	-	-	-	0%		-	0%
Technology Replacement	-	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 1,055,030	$ -	$ 1,055,030	$ -	$ 4,986,054	$ (3,931,024)	473%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ 1,584,417	$ -	$ 1,584,417	$ 198,479					$ 142,571	
Beginning Working Capital October 1			2,981,558	2,981,558					6,055,897	
Ending Working Capital Current Month			$ 4,565,975	$ 3,180,038					$ 6,198,468	

Notes

1 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.

2 Encumbrances include $4,861,328 of fire equipment on order but not expected until FY27 or later.

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HEALTH INSURANCE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	$ 7,950,127	$ -	$ 7,950,127	$ 527,863	$ -	$ 7,422,264	7%		$ 364,146	45%
Cobra and Stop Loss Reimbursements	150,000	-	150,000	483	-	149,517	0%	1	3,296	-85%
Interest Income	20,000	-	20,000	828	-	19,172	4%		1,024	-19%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 8,120,127	$ -	$ 8,120,127	$ 529,174	$ -	$ 7,590,953	7%		$ 368,467	44%
EXPENDITURES										
Contractual Services	$ 338,695	$ -	$ 338,695	$ 36,177	$ 9,571	$ 292,947	14%	2	$ 21,968	65%
Employee Health Insurance/Claims	7,781,432	-	7,781,432	592,791	-	7,188,641	8%		235,502	152%
Total Expenditures	$ 8,120,127	$ -	$ 8,120,127	$ 628,969	$ 9,571	$ 7,481,587	8%		$ 257,469	144%
REVENUE OVER (UNDER) EXPENDITURES	$ -	$ -	$ -	$ (99,795)					$ 110,998	
Beginning Fund Balance October 1			383,553	383,553					65,965	
Ending Fund Balance Current Month			$ 383,553	$ 283,758					$ 176,962	

Notes

1 Stop loss reimbursements are received after health claims are paid.
2 Purchase orders made for contracts at the beginning of the year casue YTD % to be higher than expected in early months

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
REVENUES								
Property Taxes - Capital Dedicated		$ 10,896,257	$ -	$ 10,896,257	$ -			
Contributions/Interlocal Revenue		-	-	-	-			
Bond Proceeds - 27 GO		18,450,000	-	18,450,000	-			
Interest Income		2,000,000	-	2,000,000	256,376			
Transfers In - Impact Fee Funds		18,754,392	-	18,754,392	2,870,000			
Transfers In - Tree Mitigation		300,000	-	300,000	-			
Transfers In - Park Dedication/Improvement		5,014,093	-	5,014,093	-			
Grants		-	-	-	-			
Other Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Total Revenues		$ 55,414,742	$ -	$ 55,414,742	$ 3,126,376			

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
EXPENDITURES								
Street & Traffic Projects								
Street Projects								
First Street (DNT - Coleman)	$ 24,758,067	$ -	$ -	$ 24,758,067	$ 2,931	$ 15,846,382	$ 8,902,998	$ 5,757
Coit Road (First-Frontier)	20,908,493	6,881,407	(750)	27,789,150	-	4,310,615	9,896,007	13,582,529
DNT Main Lane (US 380 - FM 428)	7,671,186	-	-	7,671,186	(0)	-	7,671,185	1
Fishtrap (Elem-DNT)	32,172,143	-	-	32,172,143	-	453,839	31,670,329	47,975
First Street (Coit-Custer) 4 Lanes	26,563,812	-	-	26,563,812	-	-	26,372,246	191,567
Preston Road / First Street Dual Le	900,000	-	-	900,000	-	7,077	86,523	806,400
Craig Street (Preston - Fifth)	5,150,000	-	-	5,150,000	-	4,110,603	777,660	261,738
Coleman (Gorgeous - Talon)	13,224,304	6,298,292	-	19,522,597	-	186,188	3,198,299	16,138,109
Teel Parkway (US 380 - Fishtrap Rd)	6,066,501	-	-	6,066,501	-	4,161	6,062,340	-
Coit Road / US 380 SB Dual Left Tur	27,917	-	-	27,917	-	-	26,050	1,867
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	-
Street Impact Fee Analysis	105,627	-	-	105,627	-	-	58,861	46,766
US 380 Deceleration Lanes - Denton	500,000	-	-	500,000	-	-	43,600	456,400
Safety Way (Cook - Technology)	800,000	-	-	800,000	-	-	454,085	345,915
Gorgeous/McKinley	700,000	-	-	700,000	-	-	623,940	76,060
First Street (Coleman - Craig)	2,500,000	-	-	2,500,000	-	273,489	521,975	1,704,536
Gee Road (US 380 - FM 1385) - 2 NB	5,000,000	-	-	5,000,000	-	97,158	1,644,382	3,258,460
Frontier Parkway (Legacy - DNT)	300,000	2,500,000	-	2,800,000	-	-	300,000	2,500,000
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	710,654	439,346
Prosper Trail (Coit - Custer) - 2 W	1,400,000	-	-	1,400,000	-	100,852	662,148	637,000
Windsong Parkway/US 380 Dual Left T	152,620	-	-	152,620	-	-	73,318	79,302
Legacy Drive (Prosper Tr. to P	6,308,292	-	-	6,308,292	1,553	5,484,866	815,042	6,831
Coleman St (First-Georgeous)	660,000	1,000,000	-	1,660,000	-	130,844	529,756	999,400
Teel Parkway (First-Freeman)	915,433	11,000,000	-	11,915,433	-	295,589	619,844	11,000,000
Legacy (First St. - Prosper Tr	200,000	-	-	200,000	-	-	134,800	65,200
Legacy (First St. - Prosper Tr	550,000	-	-	550,000	-	-	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	2,000,000	-	3,200,000	-	300,703	741,297	2,158,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	-	-	28,500	-
West Gorgeous (McKinley-Colema	230,000	2,500,000	-	2,730,000	-	92,939	130,057	2,507,004
Coit Rd (Prosper Tr - Frontier)	250	-	500	750	-	467	210	73
Godwin Parkway (DNT - BNSF RR)	2,000,000	-	-	2,000,000	-	-	1,000,000	1,000,000
Whitley Place/First St. - Open Spac	250,000	100,000	-	350,000	-	35,300	9,600	305,100
Legacy Drive (Star Tr - Legacy MS)	-	1,300,000	-	1,300,000	-	257,850	50,950	991,200
Prosper Trail (Teel - Legacy)	-	2,000,000	-	2,000,000	-	930,300	19,700	1,050,000
DNT NB Frontage Road Repairs	-	8,500,000	-	8,500,000	-	-	-	8,500,000
Funds Awaiting Allocation	420,767	15,074,490	-	15,495,257	-	-	-	15,495,257

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2026

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Street & Traffic Projects								
Traffic Projects								
Fifth Street Quiet Zone	500,000	-	-	500,000	-	-	390	499,610
Traffic Signal - Fishtrap & Artesia	590,000	-	-	590,000	-	6,707	324,385	258,909
Median Lighting US 380 (Mahard-Love	300,000	-	-	300,000	-	-	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	-	56,637	213,560	11,303
Traffic Signal - Teel Pkway & Prair	525,000	140,000	73,720	738,720	-	60,403	517,609	160,707
Traffic Signal Acacia Parkway/Gee R	667,573	-	-	667,573	-	5,400	661,153	1,020
Traffic Signal First Street/Legacy	992,259	-	61,089	1,053,348	-	31,820	1,021,528	-
Opticom Repair/Installation	85,000	-	-	85,000	-	6,960	75,597	2,443
Gee/Lockwood Pedestrian Hybrid	357,113	-	-	357,113	-	867	347,607	8,638
First/Copper Canyon Pedestrian	331,054	-	-	331,054	-	867	321,637	8,550
First/Chaucer Pedestrian Hybri	316,374	-	-	316,374	-	867	306,958	8,550
Tr. Signal (Denton-Fishtrap)	390,428	-	-	390,428	-	-	377,974	12,454
Traffic Improvement Projects (	1,312,971	-	-	1,312,971	-	-	20,773	1,292,198
Traffic Signal Comunications P	645,000	-	-	645,000	-	220,664	388,053	36,283
Traffic Signal - Legacy & Prai	615,500	-	-	615,500	-	-	-	615,500
Crosswalk Development Projects	140,000	-	-	140,000	-	5,101	120,823	14,076
Traffic Signal - Legacy & Prosper T	60,250	-	-	60,250	-	-	-	60,250
Traffic Signal - Richland & Walmart	60,250	-	-	60,250	-	-	-	60,250
Traffic Signal Warrant Studies	49,500	-	-	49,500	-	12,375	37,125	-
First St at Fire No.3 Emgcy Signal	77,500	-	-	77,500	-	52,000	25,500	-
La Cima Blvd at Arrowhead-PHB	77,500	-	-	77,500	-	52,000	25,500	-
Coit Rd at Rodgers MS - PHB	77,500	-	-	77,500	-	52,000	25,500	-
Traffic Detection Equipment	550,000	-	-	550,000	-	10,000	-	540,000
Restripe First St / Teel Pkwy	21,688	-	-	21,688	-	21,688	-	-
Roundabout (La Cima/First Street)	-	500,000	-	500,000	-	-	-	500,000
Roundabout (Richland/Lakewood)	-	500,000	-	500,000	-	-	-	500,000
Total Street & Traffic Projects	$ 172,637,872	$ 60,294,189	$ 134,559	$ 233,066,621	$ 4,483	$ 33,815,578	$ 109,148,026	$ 90,098,534

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

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Park Projects								
Neighborhood Park								
Windsong Park #3	$ 350,000	$ -	$ -	$ 350,000	$ -	$ -	$ 307,824	$ 42,176
Lakewood Preserve, Phase 2	5,587,255	-	-	5,587,255	-	-	5,578,062	9,192
Downtown Park (Broadway/Parvin)	1,231,240	-	-	1,231,240	-	43,484	659,699	528,057
Raymond Community Park Dam Repair	350,000	-	-	350,000	-	40,213	61,236	248,551
Playground Shade Structures - Lakew	200,000	-	-	200,000	-	-	-	200,000
Pecan Grove & Whitley Place HOA Irr	125,000	-	-	125,000	-	-	-	125,000
Mirabella Park (Tellus)	500,000	-	-	500,000	-	-	-	500,000
Creekside Park (Shaddock)	445,000	-	-	445,000	-	-	-	445,000
Trails								
Doe Branch Trail Connections	1,684,000	-	(7,050)	1,676,950	-	-	529,963	1,146,987
Parks Board Priority Projects	-	1,000,000	-	1,000,000	-	-	-	1,000,000
Downtown Improvements								
Downtown Improvements	339,313	-	7,050	346,363	-	2,753	343,562	48
Downtown Monumentation	205,231	-	199	205,430	-	390	205,040	-
Downtown Monumentation, Broadway &	632,622	-	-	632,622	-	9,686	581,550	41,386
Prosper Parking Lot and Alley Impro	529,332	-	-	529,332	-	80,784	447,294	1,254
Community Park								
Raymond Community Park	25,305,000	-	-	25,305,000	-	432,966	24,400,146	471,888
Raymond Comm. Park, Trail/Brid	916,802	-	-	916,802	-	916,535	-	267
Froniter Park Pond Repairs	473,000	-	-	473,000	-	33,768	420,123	19,109
Frontier Park Concrete Repairs	120,000	-	-	120,000	-	-	-	120,000
Frontier Park Improvements	-	1,000,000	-	1,000,000	-	-	-	1,000,000
Parks & Recreation Admin Facil	80,000	-	-	80,000	-	-	72,803	7,197
Doe Branch Property Masterplan	140,000	-	-	140,000	-	-	129,600	10,400
Dream Park	3,000,000	-	-	3,000,000	-	1,861,938	1,113,521	24,541
Playgr. Shade Struct.-Pecan Gr	160,000	-	-	160,000	-	-	158,923	1,077
Median/ Landscape Screening								
US 380 Green Ribbon Lndscp- Irrigat	2,295,000	-	-	2,295,000	-	25,233	1,794,200	475,567
Mahard Medians	532,505	-	6,501	539,006	-	494,062	44,944	-
Prairie Medians	250,000	1,000,000	-	1,250,000	-	13,500	36,500	1,200,000
Richland Median Lndscp (Prosper Com	150,000	-	-	150,000	-	-	-	150,000
Prosper Trail Screening (Preston -	557,000	-	-	557,000	-	-	522,325	34,675
Parks Master Plan Update	140,000	-	-	140,000	-	-	132,707	7,293
Funds Awaiting Allocation	27,652	5,934,093	-	5,961,745	-	-	-	5,961,745
Total Park Projects	$ 46,325,952	$ 8,934,093	$ 6,700	$ 55,266,744	$ -	$ 3,955,310	$ 37,540,021	$ 13,771,410

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2026

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Facility Projects								
Public Safety								
Fire Station #4 Design	$ 953,452	$ -	$ -	$ 953,452	$ -	$ 12,403	$ 953,452	$ (12,403)
Fire Station #4 Other Developm	410,650	-	-	410,650	-	665	143,562	266,423
Fire Station #4 Construction	11,610,003	-	-	11,610,003	-	-	11,610,003	-
Fire Station #4 (FF&E)	700,000	-	-	700,000	-	-	456,654	243,346
Public Safety Fiber Ring	1,000,000	-	-	1,000,000	-	6,000	78,688	915,313
Public Safety Portable Buildings	-	200,000	-	200,000	-	-	-	200,000
Quint Fire Engine (New Central Fire	1,495,000	-	-	1,495,000	-	-	1,469,880	25,120
Ambulance (New Central Fire Station	495,000	-	-	495,000	-	-	487,388	7,612
Fire Engine Station #4	1,250,000	-	-	1,250,000	-	-	1,246,418	3,582
Ambulance Station #4	552,000	-	-	552,000	-	-	551,600	401
In-Car Camera System and Body Worn	387,225	-	-	387,225	-	-	16,900	370,325
Non-Public Safety								
Parks & Public Works, Phase 1	19,519,788	1,700,000	-	21,219,788	-	17,040,077	3,820,967	358,745
Finish Out Interior Spaces Town Hal	685,416	-	-	685,416	-	4,922	680,494	-
Library Master Pan	130,000	-	-	130,000	-	5,389	124,611	-
Facility Improvement Projects	58,777	-	-	58,777	-	-	-	58,777
Funds Awaiting Allocation	167,519	2,521,837	-	2,689,356	-	-	-	2,689,356
Total Facility Projects	$ 39,414,830	$ 4,421,837	$ -	$ 43,836,668	$ -	$ 17,069,456	$ 21,640,617	$ 5,126,597
Transfer Out								
CIP Salaries - Streets	$ 400,000	$ 400,000	$ -	$ 800,000	$ 400,000	$ -	$ 400,000	$ -
CIP Salaries - Parks	300,000	400,000	-	700,000	400,000	-	300,000	-
CIP Salaries - Facilities	300,000	400,000	-	700,000	400,000	-	300,000	-
Total Expenditures	$ 259,378,654	$ 74,850,119	$ 141,259	$ 334,370,033	$ 1,204,483	$ 54,840,344	$ 169,328,664	$ 108,996,541
REVENUE OVER (UNDER) EXPENDITURES				$ (278,955,291)	$ 1,921,893			
Beginning Fund Balance (Restricted for Capital Projects) October 1				96,853,505	96,853,505			
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ (182,101,786)	$ 98,775,398			

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2026

UTILITY CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Year Expenditure	Project Budget Balance
REVENUES								
Interest Income		$ 500,000	$ -	$ 500,000	$ 127,873			
Bond Proceeds - 27 Revenue		15,571,950	-	15,571,950	$ -			
Grant Revenue		7,099,150	-	7,099,150	-			
Transfers In		-	-	-	-			
Transfers In - Impact Fee Funds		6,652,673	-	6,652,673	-			
Transfers In - Drainage Fund		200,000	-	200,000	200,000			
Total Revenues		$ 29,823,773	$ -	$ 29,823,773	$ 327,873			
EXPENDITURES								
Water Projects								
Lower Pressure Plane 42"	$ 19,404,700	$ -	$ (820,000)	$ 18,584,700	$ -	$ 53,634	$ 18,531,065	$ -
Water Line Relocation-Frontier Park	6,900,000	-	-	6,900,000	-	498,912	4,992,436	1,408,652
Parks & Public Works, Phase 1	7,995,576	-	-	7,995,576	-	91,954	7,903,622	-
DNT (Prosper Trail - Frontier Parkw	23,785	-	-	23,785	-	-	3,585	20,200
Water Impact Fee Analysis	105,627	-	-	105,627	-	-	105,487	139
DNT Water Line Relocation	37,019	-	-	37,019	-	-	25,127	11,893
5 MG Ground Storage Tank	12,900,850	7,099,150	820,000	20,820,000	-	171,157	680,017	19,968,827
Craig Street 2 MG EST Rehabili	3,000,000	-	-	3,000,000	-	2,153,218	221,503	625,279
First Street (DNT - Coleman) - 12"	2,500,000	-	-	2,500,000	-	385,703	2,114,297	-
US 380 30-inch Water/8" WW Line Rel	1,800,000	-	-	1,800,000	-	521,128	498,963	779,909
Funds Awaiting Allocation	346,430	6,775,140	-	7,121,570	-	-	-	7,121,570
Wastewater Projects								
Doe Branch Parallel Interceptor	16,253,327	(6,516,547)	-	9,736,780	-	-	7,500,000	2,236,780
Upper Doe Branch WW Line	6,963,021	-	-	6,963,021	-	125,071	6,714,349	123,601
Sewer Impact Fee Analysis	115,947	-	-	115,947	-	-	115,807	139
Doe Branch, Phase 3 WWTP	104,946,277	(11,902,444)	-	93,043,833	-	3,835	61,136,712	31,903,286
Denton ISD WW Line Reimburseme	531,622	-	-	531,622	-	-	-	531,622
Total Water & Wastewater Projects	$ 183,824,181	$ (4,544,701)	$ -	$ 179,279,479	$ -	$ 4,004,612	$ 110,542,970	$ 64,731,897
Drainage Projects								
Old Town Regional Retention Pond #2	$ 298,386	$ 200,000	$ -	$ 498,386	$ -	$ -	$ 48,323	$ 450,063
Doe Branch Creek Erosion Control	225,000	-	-	225,000	-	14,472	183,560	26,968
Total Drainage Projects	$ 523,386	$ 200,000	$ -	$ 723,386	$ -	$ 14,472	$ 231,883	$ 477,031
Transfer Out								
CIP Salaries - Water	$ 300,000	$ 300,000	$ -	$ 600,000	$ 300,000	$ -	$ 300,000	$ -
CIP Salaries - Wastewater	200,000	200,000	-	400,000	200,000	-	200,000	-
Total Expenses	$ 184,847,567	$ (3,844,701)	$ -	$ 181,002,866	$ 500,000	$ 4,019,084	$ 111,274,853	$ 65,208,928
REVENUE OVER (UNDER) EXPENDITURES				$ (151,179,093)	$ (172,127)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				95,406,895	95,406,895			
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ (55,772,198)	$ 95,234,768			

TOWN OF PROSPER
A Place Where Everyone Matters

TOWN SECRETARY

To: **Mayor and Town Council**

From: **Michelle Lewis Sirianni, Town Secretary**

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

Re: **2027 Meeting Schedule**

Town Council Meeting – November 24, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon the 2027 Prosper Town Council Regular meeting schedule.

Description of Agenda Item:
Each year, the Town Council has an opportunity to review the regular meeting schedule and advise staff if there are any meetings they wish to cancel. Historically, the Town Council has cancelled the second meeting in December. Therefore, for 2027, it would fall on Tuesday, December 28, 2027. This schedule does not include any special meetings that may be called throughout the year. Unless otherwise posted, all Prosper Town Council meetings take place in the Council Chambers of Prosper Town Hall and begin at 6:15 p.m. and if needed, a Work Session at 5:00 p.m.

The 2027 Town Council meetings are as follows:

- January 12 and 26
- February 9 and 23
- March 9 and 23 (PISD Spring Break is March 15-19)
- April 13 and 27
- May 11 and 25 (Memorial Day is May 31)
- June 8 and 22
- July 13 and 27
- August 10 and 24
- September 14 and 28 (Labor Day is Sept. 6)
- October 12 and 26
- November 9 and 23 (Thanksgiving Holiday is November 25 & 26)
- December 14 (December 28 Cancelled)

Budget Impact:
There is no budgetary impact affiliated with this item.

Town Staff Recommendation:

Town Staff recommend the Town Council approve the 2027 Prosper Town Council Regular meeting schedule as presented.

Proposed Motion:

I move to approve the 2027 Prosper Town Council Regular meeting schedule as presented.

TOWN OF PROSPER
A Place Where Everyone Matters

INFORMATION TECHNOLOGY

To: **Mayor and Town Council**

From: **Leigh Johnson, Director of Information Technology**

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

Re: **Cityworks Renewal Agreement**

Town Council Meeting – November 24, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:

Consider and act upon approving the renewal of the Cityworks Enterprise License Agreement (ELA) with Azteca Systems, LLC, a sole source provider, for a total three-year cost not to exceed $138,134; and authorizing the Town Manager to execute all related documents for the same. (LJ)

Description of Agenda Item:

In September 2021, the Town Council approved an amendment to the existing Cityworks License and Maintenance Agreement with Azteca Systems, LLC, transitioning the Town from an individual licensing model to an Enterprise License Agreement (ELA). Cityworks is utilized by the Town's Public Works Department for GIS-based asset management, work order tracking, and infrastructure maintenance activities.

The ELA provides unlimited licensing for Town staff and includes access to the Cityworks Office, Respond, and mobile applications, along with additional asset management, analytics, and system integration capabilities.

The current Cityworks annual renewal date is September 15. Staff has worked with Azteca Systems to move the renewal date to November 1 to better align with the Town's fiscal year and annual budgeting process. As part of this change, Azteca Systems has proposed a new three-year renewal pricing schedule beginning November 1, 2026, and extending through October 31, 2029.

The proposed renewal maintains the Town's existing enterprise licensing structure, with annual price increases of 3.5%. The quote establishes the initial 12-month renewal term and pricing for two additional annual renewal options, subject to mutual approval.

The continued use of Cityworks supports the Town's existing asset management operations and provides continuity for departments utilizing the platform.

Budget Impact:
The initial annual renewal cost is $44,469.81. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years and the approval of the applicable renewal options.

The total proposed cost over the three-year renewal period is $138,133.23, with annual payments as follows:

Renewal Period	Annual Cost
November 1, 2026 – October 31, 2027	$44,469.81
November 1, 2027 – October 31, 2028	$46,026.25
November 1, 2028 – October 31, 2029	$47,637.17
Total	**$138,133.23**

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. Cityworks Renewal Quote

Town Staff Recommendation:
Town Staff recommend approving the renewal of the Cityworks Enterprise License Agreement with Azteca Systems, LLC, for a total proposed three-year cost not to exceed $138,134; and authorizing the Town Manager to execute all related documents for the same, including subsequent annual renewal options.

Proposed Motion:
I move to approve the renewal of the Cityworks Enterprise License Agreement with Azteca Systems, LLC, for a total proposed three-year cost not to exceed $138,134; and authorizing the Town Manager to execute all related documents for the same, including subsequent annual renewal options.

Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number	Q-46743-4
Created Date	11/16/2026
Expiration Date	8/6/2026

Contact Information

Contact Name:		Prepared By Name:	Joseph Macaluso
Customer:	Prosper (TX), Town of	Prepared By Phone:	(801) 523-2751
Contact Address:	601 W Fifth Prosper, TX 75078		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Premium	1.00	USD 44,469.81
	TOTAL:	USD 44,469.81

Notes

Year 1 Dollar Value	USD 44,469.81	Year 1 Date Range	11/01/2026 - 10/31/2027*
Year 2 Dollar Value	USD 46,026.25	Year 2 Date Range	11/01/2027 - 10/31/2028**
Year 3 Dollar Value	USD 47,637.17	Year 3 Date Range	11/01/2028 - 10/31/2029***

Notes:

Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
Operational Insights
Workload
Web Hooks
OpX
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on 10,001 - 25,000 population range

*Fee for Year 1 assumes that quote Q-46824 (covering the renewal date change from 9/15/2026 to 10/31/2026) has previously been executed.

**Yearly Increases are 3.5%

***This Quote is a 12 month term. Year 2 and Year 3 are mutual option quotes. Customer must provide notification of renewal, and Trimble will provide approval or rejection of renewal.
Year 2: 11/01/2027 - 10/31/2028
Year 3: 11/01/2028 - 10/31/2029

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Pu Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 5475 Kellenburger Road, Dayton, OH 45424

Cityworks®
AZTECA SYSTEMS, LLC

October 5, 2021

City of Prosper
Attn: Leigh Johnson
601 W 5th
Prosper, TX 75078
Via e-mail: ljohnson@prospertx.gov

Re: *Cityworks Sole Source Letter – City of Prosper, Texas*

Leigh Johnson:

This letter is to confirm that the Cityworks® Software is a sole source product, designed, created, and owned exclusively by Azteca Systems, LLC. Azteca Systems is the sole creator and owner of the Cityworks software including the Copyrights and Trademarks for Cityworks® and Empowering GIS® in the United States and elsewhere. Within the United States of America, Azteca Systems, LLC is the sole source provider of the Cityworks license and maintenance services. The product may be purchased only directly from Azteca Systems or through authorized parties.

Should you have any further questions please contact me at (801) 523-2751 or if you prefer e-mail at bhaslam@cityworks.com.

Sincerely,

Brian L. Haslam
President - CEO, Azteca Systems, LLC

Azteca Systems, LLC | 11075 South State Street, #24 | Sandy, UT 84070
tel: 801.523.2751 | www.cityworks.com | email: info@cityworks.com

TOWN OF PROSPER
A Place Where Everyone Matters

POLICE DEPARTMENT

To: **Mayor and Town Council**

From: **Scott Brewer, Assistant Police Chief**

Through: **Brent Brown, Police Chief**

Re: **Versaterm Public Safety US, Inc. Online Reporting Software**

Town Council Meeting: November 24, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item: Consider and act upon authorizing the Town Manager to execute a Service Agreement with Versaterm Public Safety US, Inc. for online reporting software for a total three-year cost not to exceed $87,500. (BB)

Description of Agenda Item: Versaterm Public Safety US, Inc. created online reporting software that produces an automated initial report for designated non-emergency phone calls to law enforcement agencies. Reports are guided by artificial-intelligence conversational interviews that meet the Federal National Incident-Based Reporting System (NIBRS) and Uniform Crime Reporting (UCR) requirements.

Budget Impact: The total cost of the three-year agreement is estimated at $80,750.00 and will be charged to Organization Code 12020010-Admin and Object Code 56640. Terms for any future agreement will be negotiated in the third year. The annual costs are as follows:

- Year 1 Total Costs: $30,000.00
- Year 2 Total Costs: $25,000.00
- Year 3 Total Costs: $25,750.00

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. Service Schedule
2. Statement of Work

Town Staff Recommendation:
Town Staff recommend authorizing the Town Manager to execute a Service Agreement with Versaterm Public Safety US, Inc. for online reporting software for a total three-year cost not to exceed $87,500.

Proposed Motion:

I move to approve authorizing the Town Manager to execute a Service Agreement with Versaterm Public Safety US, Inc. for online reporting software for a total three-year cost not to exceed $87,500.

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Versaterm Public Safety US, Inc.
(referred to hereafter as "Versaterm")

1 North MacDonald, Suite 500
Mesa, Arizona USA
85201

Email address for notices:
legal@versaterm.com

SERVICE SCHEDULE

Town of Prosper, Texas acting by and through its Police Department (TX) P.O. Box 307 250W. First Street Prosper Prosper, TX, USA 75078 SBrewer@prospertx.gov *(referred to hereafter as "Customer")*	Invoices shall be sent to P.O. Box 307 250W. First Street Prosper Prosper, TX, USA 75078 Attention: Assistant Chief Scott Brewer Email: SBrewer@prospertx.gov Is a purchase order required? Yes
Initial Subscription Term: 36 months commencing upon signature of this Service Schedule	

Item	Qty	Price per Unit	Discount	Net Total	Billing Type & Notes
Year 1					
CommunityReport, Onboarding, Service, Professional Service	1	$60,000.00	82.54%	$10,476.00	Non-recurring
CommunityReport Application Service Subscription (Cloud) Per Agency	1	$10,002.00		$10,002.00	Recurring
CommunityReport Application Service Subscription (Cloud) Per Sworn	69	$138.00		$9,522.00	Recurring
Year 2					
CommunityReport Application Service Subscription (Cloud) Per Agency	1	$25,000.00		$25,000.00	Recurring
CommunityReport Application Service Subscription (Cloud) Per Sworn	69	$0.00		$0.00	Recurring

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Year 3					
CommunityReport Application Service Subscription (Cloud) Per Agency	1	$25,750.00		$25,750.00	Recurring
CommunityReport Application Service Subscription (Cloud)Per Sworn	69	$0.00		$0.00	Recurring

Year 1 Total:	$30,000.00
Year 2 Total:	$25,000.00
Year 3 Total:	$25,750.00
Grand Total:	**$80,750.00**

The amounts indicated above are exclusive of sales taxes and any other applicable tax(es).

INVOICING

1. The invoicing schedule is as set out below.

   A) **Year 1.** The Year 1 Total will be invoiced as follows. All Fees identified as "Recurring" for Year 1 in the table above will be invoiced on the Effective Date. All Fees identified as "Non-recurring" for Year 1 in the table above will be invoiced upon the earlier of Ready for Use ("RFU") or four (4) months from Provisioning.

   B) **Years 2 and 3.** The Year 2 Total and the Year 3 Total will be invoiced on the first and second anniversaries of the Effective Date, respectively.

   C) **Renewal Terms.** Fees for any Renewal Term will be invoiced on each subsequent anniversary of the Initial Subscription Term.

2. The pricing in this Service Schedule, including the discount on the Professional Services Fees and the three percent (3%) increase included in the Initial Subscription Term, is specific to this Service Schedule and the Initial Subscription Term only. Upon renewal, pricing is subject to Section 7.7 of the Master Software and Services Agreement.

SPECIFIC SUBSCRIPTION SERVICES/SERVICES

The following terms apply to the software and service(s) identified above.

CommunityReport

1. **Service Level Agreement**

   A) Up-time Availability. During the Subscription Term, the Software identified in the section below will be operational and available to the Customer with commercially reasonable effort to achieve continuous operation and availability. Notwithstanding the foregoing, Versaterm makes no guarantees of continuous operation or availability, and there may be occasions when the Software is unavailable.

   B) Downtime. Customer agrees that from time to time the Subscription Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance

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procedures or repairs which Versaterm may undertake from time to time; or (iii) causes beyond the control of Versaterm or which are not reasonably foreseeable by Versaterm, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures, or failures or issues experienced by the Hosting Providers of and not related to the Software or Versaterm (collectively "Downtime"). Versaterm shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. Versaterm shall have no obligation during the performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. Versaterm shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service in connection with Downtime, whether scheduled or not.

2. **Customer Support**

A) Customer's internal support team shall be the first point of contact for Authorized Users and for contacting Versaterm pursuant to paragraph A of the Response Times section below. If Customer's internal support team is able to reproduce the support issue in the applicable operating environment and verify that the support issue is in fact in the Subscription Service, and not elsewhere (e.g. device or network related), Customer's internal support team may then contact Versaterm.

B) Versaterm shall establish, sufficiently staff, and maintain the organization and processes necessary to provide telephone and/or email-based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to the Customer and its Authorized User in accordance with the Response Times section below.

C) Versaterm will provide Customer with the necessary resource(s) containing information that can aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Versaterm's other customers.

3. **Response Times**

A) Customer may raise a support issue with Versaterm by e-mail support@versaterm.com or phoning 613-820-0311. In accordance with section C of this section, Versaterm shall endeavor to respond in a timely fashion.

B) Versaterm is deemed to have responded when it has replied to the Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution, request further information, or propose an ETA for a solution. The initial response times depend on the priority of the item(s) affected and the severity of the issue.

C) Customer acknowledges Versaterm will provide customer support during business days being Monday to Friday excluding Versaterm U.S. statutory holidays. ("Business Day") between the hours of 7:30 a.m. EST and 5:30 p.m. EST ("Hours of Operation"). Customer may leave message after Hours of Operation and, Versaterm shall return the Customer's call the next Business Day.

4. **Resolution Times.** Versaterm shall use reasonable commercial efforts to resolve problems promptly; however, depending on the nature and cause of the problem the resolution time may vary significantly.

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5. **Long Term Storage Fees.** As part of the Subscription Service call-related records are stored for no more than six (6) months. Audio and transcripts can be downloaded from the Versaterm Platform at any time during the Subscription Term.

6. **Subscription Scope**

A) Access to Versaterm's CommunityReport to automate select public interactions for non–emergency call reporting. Using CommunityReport, your agency has the option to divert select non–emergency call reports from dispatch and patrol. CommunityReport automates reporting, using an intelligent virtual investigator that communicates directly with your community members, automates non–emergency service requests, and generates a NIBRS based review–ready report. The responses provided by the reporting party are used to document the incident in a report that an official at your agency then reviews. When an agency reviewer approves the report, it will be integrated into your existing RMS. Reporting parties also receive automated outbound communication messages, keeping them informed throughout the process.

- CITIZEN–FACING COMPONENT(S): web community member reporting, available in over 35 languages
- AGENCY–FACING COMPONENT(S): cloud–based agency report review & administration portal
- CONFIGURATION: includes report type identification, agency branding, and access control configuration
- SERVICE TRAINING: facilitate a train-the-trainer class via online conference
- Third Party RMS INTEGRATION available via INCLUDED API ACCESS: connect CommunityReport to your agency RMS (details below).

CommunityReport API Interface

- CommunityReport has a published API that enables interfaces with non-Versaterm Records Management Solutions. Some key points about our API include:
  - Our API enables the following interaction with the target RMS system:
  - Full incident report data, audit history, approver details, and transcript included.
  - Supports supplemental reports on existing RMS case numbers.
  - Optional transmission of media uploads (if any) gathered during submission or use of secure interim storage with a tokenized URL link.
  - This API enables a RESTful transmission of reporting data to your third party RMS and is the same approach Versaterm RMS leverages.
  - Your interface will access to our secure API endpoint on Azure Government Cloud (pull-mode)
  - API documentation and credentials are provided for your agency IT personnel (or designated partner) to design, build, implement, configure, and test the interface between CommunityReport and your RMS.
  - Direct report submission of approved CommunityReport reports into non-Versaterm Records Management Systems will require the customer to build and maintain an interface utilizing this API. The CommunityReport subscription cost and one-time deployment fee do not include services for building or for on-going support for any such system's integration with your RMS vendor's system.

B) Below are the available report types in the American CommunityReport standard NIBRS offering. Versaterm will work with your agency to review and configure the desired report types for your installation from the list below. Any other report types not listed would need to be scoped and priced separately.

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CommunityReport NIBRS Standard Reports		
Burglary	Theft from Coin Operated Machine/Device	Identity Theft
Damage/Vandalism	Theft from Auto	Child Custody Interference
Graffiti	Theft of Auto Parts	Criminal Trespass
Assault (Simple)	Theft	Violation of Court Order (NON-EPO)
Threats and Intimidation	Theft of Service	Violation of Protective Order
Harassment	Fraud/Theft by Deception	Hit & Run/Leaving the Scene Collision
Theft from Person	Credit/Debit Card Fraud	Lost Property
Theft Purse Snatching	Impersonation	Suspicious Activity Report
Theft by Shoplifting	Welfare Fraud	Supplemental Report
Theft from Building	Wire Fraud	Loss Prevention Officer (Reporting)

This "Service Schedule" is entered into as of the date of the last signature set forth on the signature page hereto (the "Effective Date"), by and between Versaterm Public Safety US, Inc. and Customer. Master Software and Services Agreement shall govern this Service Schedule found at https://www.versaterm.com/legal/msa20241125 as of the Effective Date. Each person signing this Service Schedule has the full authority to execute this Service Schedule.

Versaterm Public Safety US, Inc.:	**Town of Prosper, Texas acting by and through its Police Department (TX)**
By: Signed by: Michael Pelfrey 4EAE53505A164F1...	**By:**
(Signature)	*(Signature)*
Name: Michael Pelfrey	**Name:**
(Printed Name)	*(Printed Name)*
Title: Chief Revenue Officer	**Title:**
Date: 11/18/26 | 2:54 PM EST	**Date:**

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Schedule A
Statement of Work

1. Overview

This document is the Statement of Work defining the principal tasks, activities and responsibilities of the parties involved in the implementation of CommunityReport.

This project is a collaboration between the Parties and is contingent upon both entities fulfilling their respective responsibilities as defined in the Agreement and this Statement of Work.

A. Project Summary and Objectives

This project will implement Versaterm's CommunityReport, for the Customer.
The project objectives include:

- Versaterm will work with the Customer to configure and implement Versaterm's CommunityReport product which provides an automated community engagement solution for Community Members to complete initial reports for designated non-emergency calls. The CommunityReport product allows reporting parties to complete system guided reports online. This solution streamlines police operations by freeing up officer time previously required to respond and take those reports. The reports received by CommunityReport are guided by artificial intelligence conversational interviews designed to complete thorough reports that meet Federal National Incident-Based Reporting System (NIBRS) and State requirements in the United States and Canadian Centre for Justice Statistics (CCJS)/Uniform Crime Reporting (UCR) requirements in Canada.

2. Roles and Responsibilities

2.1. Project Management Overview

The Parties shall each appoint a Project Manager for the Project with the experience, knowledge and authority to make decisions and carry out the tasks in the Project Implementation Schedule and this Statement of Work. The Project Managers will be the primary points of contact between the Parties during the Project. The project will be managed and supported remotely.
The Parties' Project Managers will be responsible for directing and managing the Project to meet the Project objectives. The Parties Project Managers will be responsible for managing their respective Project Team resources and ensuring that Project Team members fulfill their responsibilities. Each Project Manager will be responsible for providing the resources necessary for their team to complete their responsibilities (personnel, documents, physical areas, etc.) and will be responsible for coordinating administrative and technical decisions on the Project.

2.2. Project Management Tools

The following project artifacts will be maintained on the Versaterm hosted Microsoft Teams project site:

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Project Activation Playbook (an excel workbook with the below designated sections to guide the project implementation)

a. Project Timeline
b. Project Member Contact Information
c. Task List
d. Site Configuration options list
e. List of Standard CommunityReport Report Types
f. Guardrails (Agency designated rules and limitations for automated reports)
g. Agency Configuration Acceptance Checklist
h. Issues List (to track Pre-Live and Close Support Tickets)
i. Training Plan
j. Go-Live Checklist

Versaterm shall give the Customer's project team access to the above via a client/project specific Teams collaboration project site.

2.3. Versaterm Project Manager

Project management services are a large part of what Versaterm provides and occurs throughout the Project as part of every task. The Versaterm Project Manager is responsible for, but not limited to, the following:

2.3.1 Planning and Execution

- Maintain Project Activation Playbook on the Teams project site (the Activation Playbook will be drafted by the Versaterm PM and posted. The Customer team will have collaborative access to it thereafter)
- Ensure Versaterm tasks are executed on time

2.3.2 Communications

- Update the Playbook (Excel Workbook) identifying overall project status, outstanding issues, risks, action items and upcoming events
- Conduct, or participate in, regular conference calls (frequency of meetings will be based on the stage of the project and agency need) to discuss project status updates, open issues, and identified risks
- Work with Customer Project Manager and staff to resolve identified issues and mitigate project risks identified as requiring action

2.3.3 Resource Management

- Manage internal Versaterm resources and efforts (technical tasks, implementation tasks, support during the Activation, Testing and Training phases)
- Communicate with Customer resources regarding work effort in coordination with the Customer Project Manager

2.3.4 Implementation Management

- Guide and assist the combined project teams during Initiation, Activation, Training, Testing and Go-Live
- Provide and coordinate support during cutover and through the Close Support period

2.3.5 Project Contract Management

- Prepare project Change Orders as required
- Oversee invoice preparation

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2.4 Customer Project Manager

The Customer's Project Manager is responsible for overseeing the implementation of the Project on the Customer's sites. The Customer's Project Manager is responsible for, but not limited to, the following:

- Maintaining regular communications with the Versaterm Project Manager
- Managing the efforts of the Customer's staff
- Ensuring Customer tasks are handled on time as per the agreed to Project schedule and Activation Playbook
- Coordinating Customer activities with the Versaterm Project Manager
- Tracking and resolving outstanding Customer issues and action items for Project Activation Playbook in a timely manner
- Requesting, discussing, and reviewing Change Orders prepared by the Versaterm Project Manager
- Coordinating approval and execution of Change Orders as needed

2.5. Key Project Resources Roles and Responsibilities

This section describes the roles and responsibilities of key Project resources throughout the duration of the Project.

2.5.1 Versaterm Responsibilities

Versaterm's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team will have the expertise to carry out the assigned Project tasks and responsibilities. As the Versaterm Project Team members will not be 100% dedicated to this project, Versaterm is also responsible for ensuring that the team members have ample time to fulfill their responsibilities according to the Project Implementation Schedule.

2.5.2 Versaterm Project Team

The Versaterm Project Team will consist of a Project Manager / Implementation Specialist, and a Technical Lead.

The **Versaterm Project Manager / Implementation Specialist** is responsible for delivering the Configuration workshops to the Customer Project Team, assisting the Customer in configuring CommunityReport, reviewing business re-engineering options and coordinating the work of any Versaterm support staff.

2.5.3 Customer Responsibilities

The Customer's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team members should have the expertise to carry out the assigned Project tasks and responsibilities as indicated in this Statement of Work. The Customer must ensure that Customer personnel have ample time, resources, and expertise to carry out their assigned Project tasks and responsibilities. The Customer must have the authority or access to someone who can make decisions (in a timely manner).

The Customer is responsible to establish/allow access to the CommunityReport Cloud hosted environment from PD workstations with approved Browsers.

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2.5.4 Customer Project Team

The Customer will provide a Project Team consisting of, but not limited to, the following roles, which may change based on project need (a single person may be assigned multiple roles):

- Project Manager (with decision making authority)
- Technical Lead
- System Administrator
- GIS Specialist
- Operational Specialist (Detectives/Officers)
- Records Specialist
- Call Center Specialist/Front Desk Staff

2.6. Change Orders

All changes to the project scope or that have a financial impact will be mutually agreed upon and, if required, documented via the mutually agreed upon Change Order Process.

3. Statement of Work Tasks

This section describes the Project's major implementation tasks, identifying Parties responsibilities, prerequisites, Versaterm deliverables and completion criteria for each task.

The precursors, start dates and durations, and responsible resources for each task are tracked in the Project Implementation Schedule Statement of Work tasks outlined below and the tasks in the Project Implementation Schedule may not always start and complete in a sequential manner.

All tasks in this section are to be done within the timeline as specified in the approved project plan and in accordance with the agreed upon scope of the Contract.

3.1 Task 1: Planning Phase

Task #1.2 Execute Contract

The Project will officially start upon the Effective Date of the Agreement.

Leading up to this task, the Parties Project Managers will have coordinated and completed all Scoping and Contract Negotiation efforts and have agreed in principle on the updated framework of the Contract and implementation timeline for the project.

3.2 Task 2: Project Initiation Phase

Task #2.1 Initiate project

In this task, the Parties Project Managers will hold a meeting to initiate the project. The Project Managers will establish the Project Activation Playbook which will include a Communication Plan.

Versaterm Responsibilities

- Schedule the meetings to initiate the project with the Customer Project Manager.
- Collaborate with the Customer's Project Manager to review the Project Activation Playbook.

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- Collaborate with the Customer's Project Manager to establish and confirm the Communication Plan.
- Identify to the Customer the recommended Versaterm CommunityReport tables that can be initially loaded with local values (for the purposes of the Configuration Workshops), such as but not limited to: Officer ID numbers, user accounts and offense codes.
- Adjust and finalize the CommunityReport Project Implementation Schedule.

Customer Responsibilities

- Coordinate the meeting to initiate the project with the Versaterm Project Manager.
- Collaborate with the Versaterm Project Manager to establish and confirm the Communication Plan.
- Assign resources to provide information to load the Versaterm CommunityReport tables.
- Provide Versaterm with local values for initial loading into the Versaterm CommunityReport tables.
- Review and finalize the CommunityReport Project Implementation Schedule
- Identify and verify Customer resources are available.

Task #2.2 Project Kickoff Meeting

Parties Project Managers will collaborate to develop the agenda and materials for a Project Kick-off meeting to introduce the project to Customer Project Team and key stakeholders. This meeting will include a high-level presentation covering the following topics:

- Overall project scope
- Parties' Project Team introduction
- Parties' Project Team requirements, roles, and assignments
- Project Implementation Schedule
- System implementation approach options

Versaterm Responsibilities

- Work with the Customer to develop the Kickoff Presentation.
- Coordinate/conduct the Project Kickoff meeting.

Customer Responsibilities

- Provide location and logistical support for Project Kickoff meeting.
- Invite Project Team and other key stakeholders to attend meeting.
- Coordinate/participate in the Project Kickoff presentation.

3.3. Task 3: Activation Phase

The purpose of the Activation Phase is to build and configure the System. Versaterm will setup and configure an internal CommunityReport Test environment, in accordance with the agreed to Project Schedule. The resulting deliverable will provide a platform for the Customer's Onboarding team to access for Testing and Acceptance.

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Task #3.1 Setup/Configuration of CommunityReport Customer Environment

CommunityReport Investigative conversations can be adjusted to fit the agency's reporting and investigative needs. Any required modifications and customizations will be evaluated to determine if they fall into a standard / included category or if they are non-standard and complex, they may require additional scope and/or cost. The Activation Phase (configuration activities) is a collaborative and iterative effort between both parties to prepare the Customer's environment for Testing and Training. CommunityReport is fully integrated into the Versaterm RMS (vRMS) via API calls from vRMS to CommunityReport. Reports are approved in CommunityReport and then flow into the vRMS for assignment and follow-up, enabling a much smoother workflow for online reporting . Similar third-party RMS -to- CommunityReport API integration could be implemented by your RMS Vendor (see Customer and Third-Party Vendor Responsibilities below).

Versaterm Responsibilities

- Create a new Customer site within the CommunityReport TEST environment
- Load initial values into the Versaterm CommunityReport tables using data provided by the Customer
- Configure the application for Customer
- Setup and configure customer integration to the vRMS TEST & PROD environment
- Provide requirements to the Customer for connectivity to the Versaterm CommunityReport
- Provide application connectivity instructions and URLs

Customer Responsibilities

- Assist Versaterm as needed
- Provide GIS shapefiles and map packages as required to create the Master Street Index file configuration
- Work with Versaterm to identify the initial tables to be loaded such as User Identification Numbers, Offense Codes, and other codes from the Customer's RMS
- Create user accounts required by the Customer's Implementation Team to access the CommunityReport application
- For Third Party RMS Integration, the Customer must work with their RMS Vendor to scope and plan accordingly

Third Party RMS Vendor Responsibilities

- Work with RMS client to coordinate the API Integration from their RMS -to- CommunityReport in alignments with the targeted Project tasks and schedule.

Task #3.2 Review and Finalize CommunityReport Activation

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Driven by the discussions and decisions made during configuration, the Versaterm team will remotely demonstrate/review the configured CommunityReport Software with the Customer implementation team in the Customer's TEST environment.

Versaterm Responsibilities

- Finalize the configuration of the Versaterm CommunityReport Software
- Perform Server and Connectivity Testing
- Ensure CommunityReport Access for Project Team
- Populate/Update core CommunityReport tables
- Configure/Review Workflow and test scenarios
- Configure/Review CommunityReport Standard Reports
- Configure/Review Security

Customer Responsibilities

- Work with Versaterm to finalize the setup of the system environment
- Review the configuration of the Versaterm CommunityReport Software
- Perform Server and Connectivity Testing
- Confirm CommunityReport Access for Project Team
- Confirm core CommunityReport tables have been populated/updated
- Confirm Workflow and test scenarios
- Confirm CommunityReport Standard Reports
- Confirm Security

3.4. Task 4: Training Phase

The CommunityReport Administrator Training and the Train the Trainer sessions intend to train a CommunityReport subject matter expert at the agency and others who will be conducting testing and user training. The agency CommunityReport subject matter expert would be the agency administrator of the system and would be responsible for maintaining the system and will have access to the configuration area of the program. The Trainers would be responsible for ongoing training for personnel that would be utilizing the system (e.g. approving reports submitted by the Community Members in CommunityReport), to include new users and ongoing training to keep the users up to date with updates and best practices. The agency CommunityReport administrator and Trainers should be able to explain and train all other agency users and staff.

Task #4.1 Conduct Administrator/Trainer Training

The details below cover the main topics that should be covered during the training process. Administrator(s) will get the complete training, and the Trainers will get the training designated for them. These training presentations can be found in the agency activation SharePoint folder.

Versaterm Responsibilities

- Provide CommunityReport standard Training presentation and demonstration materials
- Conduct the Administrator Training Session

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- Conduct the Train the Trainer (Users) Training Session

Customer Responsibilities

- Coordinate the location and scheduling of the Training Sessions for Customer's CommunityReport core team
- Reproduce and provide the required Training to participants
- Ensure that the designated participants attend the scheduled applicable Training Session(s)

3.5. Task 5: Testing Phase

The purpose of Agency Configuration Acceptance Testing is to verify that the fully configured System, including the workflows and business processes such as data entry, reports, notifications, tasks, etc. meet the functional requirements described in the Agreement and system documentation and to confirm a go-live date.

Task #5.1 Software Subscription Begins

This task signifies that the cloud tenant has been installed, and the annual subscription begins.

Versaterm Responsibilities

- Provide Software as a Service (SaaS), fully managed Software and Environment.

Customer Responsibilities

- Pay the invoice as per terms identified in the Agreement.

Task #5.2 Agency Configuration Acceptance Testing

The Agency Configuration Acceptance Testing occurs after the Configuration Phase and Administrator/Trainer Training Phase of the implementation. The Agency Configuration Acceptance Test plan/checklist (contained in the Project Activation Playbook) provides details regarding the strategy, status, acceptance, problem tracking (and remedies), and completion criteria.

Versaterm Responsibilities

- Prepare the Agency Configuration Acceptance Testing plan/checklist
- Provide support to the Customer as it conducts the Agency Configuration Acceptance Testing
- Review, verify, and correct all defects classified as CRITICAL/MAJOR required for Production use of the system reported by the Customer

Customer Responsibilities

- Execute the tasks detailed in the Agency Configuration Acceptance Test plan/checklist
- Confirm configurations match specifications as detailed in the Activation Playbook
- Report all defects to Versaterm
- Notify Versaterm in writing (email) when Agency Configuration Acceptance Testing is completed

Task #5.3 Declare System Ready for Use

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This task signifies that Versaterm has delivered all required software, Administrator/Trainer training, Agency Configuration Acceptance Testing, and remedied all errors that are critical for the Customer to launch a public facing Live CommunityReport system.

Versaterm Responsibilities

- Issue written (email) notice to the Customer that the System is Ready for Public Live
- Address any defects mutually identified by the Parties as having to be corrected prior to the System being launched as Public Live

Customer Responsibilities

- Within five (5) Business Days after receiving Versaterm's "Ready for Public Live" notification, review the System's status and outstanding issues list and mutually identify with Versaterm any defects that must be corrected prior to turning the system on for the public (live activation).
- Issue a written (Email) notice to Versaterm that the Customer has verified and accepted the configuration as ready for the Public Live launch.

3.6. Task 6: Production Cutover Phase

Task #6.1 Production Use

- Versaterm will assist and support the Customer in placing the System into Production Use/Public Live

Versaterm Responsibilities

- Collaborate with the Customer to determine the date and time of the System cutover for Production Use/Public Live
- Provide sufficient resources at least one (1) full Calendar Day prior to System cutover to assist the Customer's Project Team in preparing
- Point CommunityReport to Customer's production (Live) RMS, complete minimally evasive live testing
- Assist the Customer in placing the system into a Production Use/Public Live status
- Monitor the initial operation of the System and answer any operational questions raised by the Customer

Customer Responsibilities

- Collaborate with Versaterm to determine the System Cutover date and time
- Customer IT coordination with Versaterm for CommunityReport integration with production RMS
- Customer website links, application links, and landing page information updated to new links and processes
- Live activation of CommunityReport will delete all test data from CommunityReport
- Coordination with Call / Dispatch Center(s)
- PIO update/Public announcement

Docusign Envelope ID: 3173B3F4-350C-80ED-813C-76E3FECDE5B8

- Customer Command Staff notified
- Ensure staff is trained, available and ready to immediately keep up with workflow
- Provide trained personnel to be the first line of Support to help with questions and training follow-up as needed

3.7. Task 7: Production Live/Support Period

This task signifies that the system is in production use and the support period begins.

Versaterm Responsibilities

- Provide Project close support for 10 Business Days
- Provide remote support as outlined in support terms.
- Conduct Agency site review 90 calendar days after Go-Live.

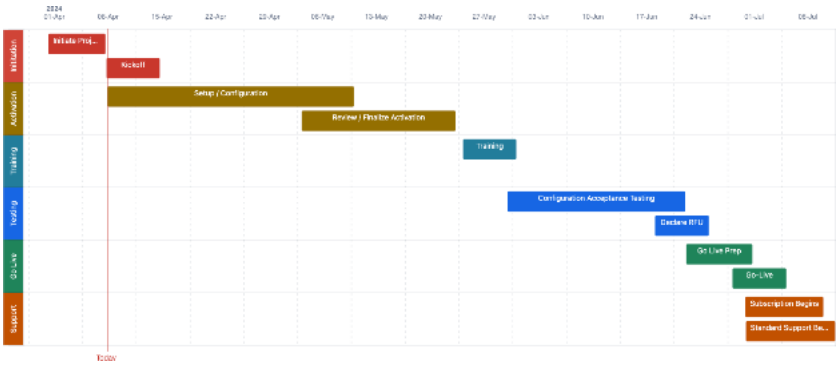
Customer Responsibilities

- Triage Community Member and Agency user reported issues and relay to Versaterm.

3.8. Project Duration

The typical duration of a CommunityReport Implementation Projects is 90 Days from Project Kickoff -to- Production Go-Live.

Below is a sample Project Timeline for a CommunityReport Implementation Project.



Schedule A
Statement of Work

1. Overview

This document is the Statement of Work defining the principal tasks, activities and responsibilities of the parties involved in the implementation of CommunityReport.

This project is a collaboration between the Parties and is contingent upon both entities fulfilling their respective responsibilities as defined in the Agreement and this Statement of Work.

A. Project Summary and Objectives

This project will implement Versaterm's CommunityReport, for the Customer.
The project objectives include:

- Versaterm will work with the Customer to configure and implement Versaterm's CommunityReport product which provides an automated community engagement solution for Community Members to complete initial reports for designated non-emergency calls. The CommunityReport product allows reporting parties to complete system guided reports online. This solution streamlines police operations by freeing up officer time previously required to respond and take those reports. The reports received by CommunityReport are guided by artificial intelligence conversational interviews designed to complete thorough reports that meet Federal National Incident-Based Reporting System (NIBRS) and State requirements in the United States and Canadian Centre for Justice Statistics (CCJS)/Uniform Crime Reporting (UCR) requirements in Canada.

2. Roles and Responsibilities

2.1. Project Management Overview

The Parties shall each appoint a Project Manager for the Project with the experience, knowledge and authority to make decisions and carry out the tasks in the Project Implementation Schedule and this Statement of Work. The Project Managers will be the primary points of contact between the Parties during the Project. The project will be managed and supported remotely.
The Parties' Project Managers will be responsible for directing and managing the Project to meet the Project objectives. The Parties Project Managers will be responsible for managing their respective Project Team resources and ensuring that Project Team members fulfill their responsibilities. Each Project Manager will be responsible for providing the resources necessary for their team to complete their responsibilities (personnel, documents, physical areas, etc.) and will be responsible for coordinating administrative and technical decisions on the Project.

2.2. Project Management Tools

The following project artifacts will be maintained on the Versaterm hosted Microsoft Teams project site:

Project Activation Playbook (an excel workbook with the below designated sections to guide the project implementation)

a. Project Timeline
b. Project Member Contact Information
c. Task List
d. Site Configuration options list
e. List of Standard CommunityReport Report Types
f. Guardrails (Agency designated rules and limitations for automated reports)
g. Agency Configuration Acceptance Checklist
h. Issues List (to track Pre-Live and Close Support Tickets)
i. Training Plan
j. Go-Live Checklist

Versaterm shall give the Customer's project team access to the above via a client/project specific Teams collaboration project site.

2.3. Versaterm Project Manager

Project management services are a large part of what Versaterm provides and occurs throughout the Project as part of every task. The Versaterm Project Manager is responsible for, but not limited to, the following:

2.3.1 Planning and Execution

- Maintain Project Activation Playbook on the Teams project site (the Activation Playbook will be drafted by the Versaterm PM and posted. The Customer team will have collaborative access to it thereafter)
- Ensure Versaterm tasks are executed on time

2.3.2 Communications

- Update the Playbook (Excel Workbook) identifying overall project status, outstanding issues, risks, action items and upcoming events
- Conduct, or participate in, regular conference calls (frequency of meetings will be based on the stage of the project and agency need) to discuss project status updates, open issues, and identified risks
- Work with Customer Project Manager and staff to resolve identified issues and mitigate project risks identified as requiring action

2.3.3 Resource Management

- Manage internal Versaterm resources and efforts (technical tasks, implementation tasks, support during the Activation, Testing and Training phases)
- Communicate with Customer resources regarding work effort in coordination with the Customer Project Manager

2.3.4 Implementation Management

- Guide and assist the combined project teams during Initiation, Activation, Training, Testing and Go-Live
- Provide and coordinate support during cutover and through the Close Support period

2.3.5 Project Contract Management

- Prepare project Change Orders as required
- Oversee invoice preparation

-

2.4 Customer Project Manager

The Customer's Project Manager is responsible for overseeing the implementation of the Project on the Customer's sites. The Customer's Project Manager is responsible for, but not limited to, the following:

- Maintaining regular communications with the Versaterm Project Manager
- Managing the efforts of the Customer's staff
- Ensuring Customer tasks are handled on time as per the agreed to Project schedule and Activation Playbook
- Coordinating Customer activities with the Versaterm Project Manager
- Tracking and resolving outstanding Customer issues and action items for Project Activation Playbook in a timely manner
- Requesting, discussing, and reviewing Change Orders prepared by the Versaterm Project Manager
- Coordinating approval and execution of Change Orders as needed

2.5. Key Project Resources Roles and Responsibilities

This section describes the roles and responsibilities of key Project resources throughout the duration of the Project.

2.5.1 Versaterm Responsibilities

Versaterm's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team will have the expertise to carry out the assigned Project tasks and responsibilities. As the Versaterm Project Team members will not be 100% dedicated to this project, Versaterm is also responsible for ensuring that the team members have ample time to fulfill their responsibilities according to the Project Implementation Schedule.

2.5.2 Versaterm Project Team

The Versaterm Project Team will consist of a Project Manager / Implementation Specialist, and a Technical Lead.

The **Versaterm Project Manager / Implementation Specialist** is responsible for delivering the Configuration workshops to the Customer Project Team, assisting the Customer in configuring CommunityReport, reviewing business re-engineering options and coordinating the work of any Versaterm support staff.

2.5.3 Customer Responsibilities

The Customer's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team members should have the expertise to carry out the assigned Project tasks and responsibilities as indicated in this Statement of Work. The Customer must ensure that Customer personnel have ample time, resources, and expertise to carry out their assigned Project tasks and responsibilities. The Customer must have the authority or access to someone who can make decisions (in a timely manner).

The Customer is responsible to establish/allow access to the CommunityReport Cloud hosted environment from PD workstations with approved Browsers.

2.5.4 Customer Project Team

The Customer will provide a Project Team consisting of, but not limited to, the following roles, which may change based on project need (a single person may be assigned multiple roles):

- Project Manager (with decision making authority)
- Technical Lead
- System Administrator
- GIS Specialist
- Operational Specialist (Detectives/Officers)
- Records Specialist
- Call Center Specialist/Front Desk Staff

2.6. Change Orders

All changes to the project scope or that have a financial impact will be mutually agreed upon and, if required, documented via the mutually agreed upon Change Order Process.

3. Statement of Work Tasks

This section describes the Project's major implementation tasks, identifying Parties responsibilities, prerequisites, Versaterm deliverables and completion criteria for each task.

The precursors, start dates and durations, and responsible resources for each task are tracked in the Project Implementation Schedule Statement of Work tasks outlined below and the tasks in the Project Implementation Schedule may not always start and complete in a sequential manner.

All tasks in this section are to be done within the timeline as specified in the approved project plan and in accordance with the agreed upon scope of the Contract.

3.1 Task 1: Planning Phase

Task #1.2 Execute Contract

The Project will officially start upon the Effective Date of the Agreement.

Leading up to this task, the Parties Project Managers will have coordinated and completed all Scoping and Contract Negotiation efforts and have agreed in principle on the updated framework of the Contract and implementation timeline for the project.

3.2 Task 2: Project Initiation Phase

Task #2.1 Initiate project

In this task, the Parties Project Managers will hold a meeting to initiate the project. The Project Managers will establish the Project Activation Playbook which will include a Communication Plan.

Versaterm Responsibilities

- Schedule the meetings to initiate the project with the Customer Project Manager.
- Collaborate with the Customer's Project Manager to review the Project Activation Playbook.

- Collaborate with the Customer's Project Manager to establish and confirm the Communication Plan.
- Identify to the Customer the recommended Versaterm CommunityReport tables that can be initially loaded with local values (for the purposes of the Configuration Workshops), such as but not limited to: Officer ID numbers, user accounts and offense codes.
- Adjust and finalize the CommunityReport Project Implementation Schedule.

Customer Responsibilities

- Coordinate the meeting to initiate the project with the Versaterm Project Manager.
- Collaborate with the Versaterm Project Manager to establish and confirm the Communication Plan.
- Assign resources to provide information to load the Versaterm CommunityReport tables.
- Provide Versaterm with local values for initial loading into the Versaterm CommunityReport tables.
- Review and finalize the CommunityReport Project Implementation Schedule
- Identify and verify Customer resources are available.

Task #2.2 Project Kickoff Meeting

Parties Project Managers will collaborate to develop the agenda and materials for a Project Kick-off meeting to introduce the project to Customer Project Team and key stakeholders. This meeting will include a high-level presentation covering the following topics:

- Overall project scope
- Parties' Project Team introduction
- Parties' Project Team requirements, roles, and assignments
- Project Implementation Schedule
- System implementation approach options

Versaterm Responsibilities

- Work with the Customer to develop the Kickoff Presentation.
- Coordinate/conduct the Project Kickoff meeting.

Customer Responsibilities

- Provide location and logistical support for Project Kickoff meeting.
- Invite Project Team and other key stakeholders to attend meeting.
- Coordinate/participate in the Project Kickoff presentation.

3.3. Task 3: Activation Phase

The purpose of the Activation Phase is to build and configure the System. Versaterm will setup and configure an internal CommunityReport Test environment, in accordance with the agreed to Project Schedule. The resulting deliverable will provide a platform for the Customer's Onboarding team to access for Testing and Acceptance.

Task #3.1 Setup/Configuration of CommunityReport Customer Environment

CommunityReport Investigative conversations can be adjusted to fit the agency's reporting and investigative needs. Any required modifications and customizations will be evaluated to determine if they fall into a standard / included category or if they are non-standard and complex, they may require additional scope and/or cost. The Activation Phase (configuration activities) is a collaborative and iterative effort between both parties to prepare the Customer's environment for Testing and Training. CommunityReport is fully integrated into the Versaterm RMS (vRMS) via API calls from vRMS to CommunityReport. Reports are approved in CommunityReport and then flow into the vRMS for assignment and follow-up, enabling a much smoother workflow for online reporting . Similar third-party RMS -to- CommunityReport API integration could be implemented by your RMS Vendor (see Customer and Third-Party Vendor Responsibilities below).

Versaterm Responsibilities

- Create a new Customer site within the CommunityReport TEST environment
- Load initial values into the Versaterm CommunityReport tables using data provided by the Customer
- Configure the application for Customer
- Setup and configure customer integration to the vRMS TEST & PROD environment
- Provide requirements to the Customer for connectivity to the Versaterm CommunityReport
- Provide application connectivity instructions and URLs

Customer Responsibilities

- Assist Versaterm as needed
- Provide GIS shapefiles and map packages as required to create the Master Street Index file configuration
- Work with Versaterm to identify the initial tables to be loaded such as User Identification Numbers, Offense Codes, and other codes from the Customer's RMS
- Create user accounts required by the Customer's Implementation Team to access the CommunityReport application
- For Third Party RMS Integration, the Customer must work with their RMS Vendor to scope and plan accordingly

Third Party RMS Vendor Responsibilities

- Work with RMS client to coordinate the API Integration from their RMS -to- CommunityReport in alignments with the targeted Project tasks and schedule.

Task #3.2 Review and Finalize CommunityReport Activation

Driven by the discussions and decisions made during configuration, the Versaterm team will remotely demonstrate/review the configured CommunityReport Software with the Customer implementation team in the Customer's TEST environment.

Versaterm Responsibilities

- Finalize the configuration of the Versaterm CommunityReport Software
- Perform Server and Connectivity Testing
- Ensure CommunityReport Access for Project Team
- Populate/Update core CommunityReport tables
- Configure/Review Workflow and test scenarios
- Configure/Review CommunityReport Standard Reports
- Configure/Review Security

Customer Responsibilities

- Work with Versaterm to finalize the setup of the system environment
- Review the configuration of the Versaterm CommunityReport Software
- Perform Server and Connectivity Testing
- Confirm CommunityReport Access for Project Team
- Confirm core CommunityReport tables have been populated/updated
- Confirm Workflow and test scenarios
- Confirm CommunityReport Standard Reports
- Confirm Security

3.4. Task 4: Training Phase

The CommunityReport Administrator Training and the Train the Trainer sessions intend to train a CommunityReport subject matter expert at the agency and others who will be conducting testing and user training. The agency CommunityReport subject matter expert would be the agency administrator of the system and would be responsible for maintaining the system and will have access to the configuration area of the program. The Trainers would be responsible for ongoing training for personnel that would be utilizing the system (e.g. approving reports submitted by the Community Members in CommunityReport), to include new users and ongoing training to keep the users up to date with updates and best practices. The agency CommunityReport administrator and Trainers should be able to explain and train all other agency users and staff.

Task #4.1 Conduct Administrator/Trainer Training

The details below cover the main topics that should be covered during the training process. Administrator(s) will get the complete training, and the Trainers will get the training designated for them. These training presentations can be found in the agency activation SharePoint folder.

Versaterm Responsibilities

- Provide CommunityReport standard Training presentation and demonstration materials
- Conduct the Administrator Training Session

- Conduct the Train the Trainer (Users) Training Session

Customer Responsibilities

- Coordinate the location and scheduling of the Training Sessions for Customer's CommunityReport core team
- Reproduce and provide the required Training to participants
- Ensure that the designated participants attend the scheduled applicable Training Session(s)

3.5. Task 5: Testing Phase

The purpose of Agency Configuration Acceptance Testing is to verify that the fully configured System, including the workflows and business processes such as data entry, reports, notifications, tasks, etc. meet the functional requirements described in the Agreement and system documentation and to confirm a go-live date.

Task #5.1 Software Subscription Begins

This task signifies that the cloud tenant has been installed, and the annual subscription begins.

Versaterm Responsibilities

- Provide Software as a Service (SaaS), fully managed Software and Environment.

Customer Responsibilities

- Pay the invoice as per terms identified in the Agreement.

Task #5.2 Agency Configuration Acceptance Testing

The Agency Configuration Acceptance Testing occurs after the Configuration Phase and Administrator/Trainer Training Phase of the implementation. The Agency Configuration Acceptance Test plan/checklist (contained in the Project Activation Playbook) provides details regarding the strategy, status, acceptance, problem tracking (and remedies), and completion criteria.

Versaterm Responsibilities

- Prepare the Agency Configuration Acceptance Testing plan/checklist
- Provide support to the Customer as it conducts the Agency Configuration Acceptance Testing
- Review, verify, and correct all defects classified as CRITICAL/MAJOR required for Production use of the system reported by the Customer

Customer Responsibilities

- Execute the tasks detailed in the Agency Configuration Acceptance Test plan/checklist
- Confirm configurations match specifications as detailed in the Activation Playbook
- Report all defects to Versaterm
- Notify Versaterm in writing (email) when Agency Configuration Acceptance Testing is completed

Task #5.3 Declare System Ready for Use

This task signifies that Versaterm has delivered all required software, Administrator/Trainer training, Agency Configuration Acceptance Testing, and remedied all errors that are critical for the Customer to launch a public facing Live CommunityReport system.

Versaterm Responsibilities

- Issue written (email) notice to the Customer that the System is Ready for Public Live
- Address any defects mutually identified by the Parties as having to be corrected prior to the System being launched as Public Live

Customer Responsibilities

- Within five (5) Business Days after receiving Versaterm's "Ready for Public Live" notification, review the System's status and outstanding issues list and mutually identify with Versaterm any defects that must be corrected prior to turning the system on for the public (live activation).
- Issue a written (Email) notice to Versaterm that the Customer has verified and accepted the configuration as ready for the Public Live launch.

3.6. Task 6: Production Cutover Phase

Task #6.1 Production Use

- Versaterm will assist and support the Customer in placing the System into Production Use/Public Live

Versaterm Responsibilities

- Collaborate with the Customer to determine the date and time of the System cutover for Production Use/Public Live
- Provide sufficient resources at least one (1) full Calendar Day prior to System cutover to assist the Customer's Project Team in preparing
- Point CommunityReport to Customer's production (Live) RMS, complete minimally evasive live testing
- Assist the Customer in placing the system into a Production Use/Public Live status
- Monitor the initial operation of the System and answer any operational questions raised by the Customer

Customer Responsibilities

- Collaborate with Versaterm to determine the System Cutover date and time
- Customer IT coordination with Versaterm for CommunityReport integration with production RMS
- Customer website links, application links, and landing page information updated to new links and processes
- Live activation of CommunityReport will delete all test data from CommunityReport
- Coordination with Call / Dispatch Center(s)
- PIO update/Public announcement

- Customer Command Staff notified
- Ensure staff is trained, available and ready to immediately keep up with workflow
- Provide trained personnel to be the first line of Support to help with questions and training follow-up as needed

3.7. Task 7: Production Live/Support Period

This task signifies that the system is in production use and the support period begins.

Versaterm Responsibilities

- Provide Project close support for 10 Business Days
- Provide remote support as outlined in support terms.
- Conduct Agency site review 90 calendar days after Go-Live.

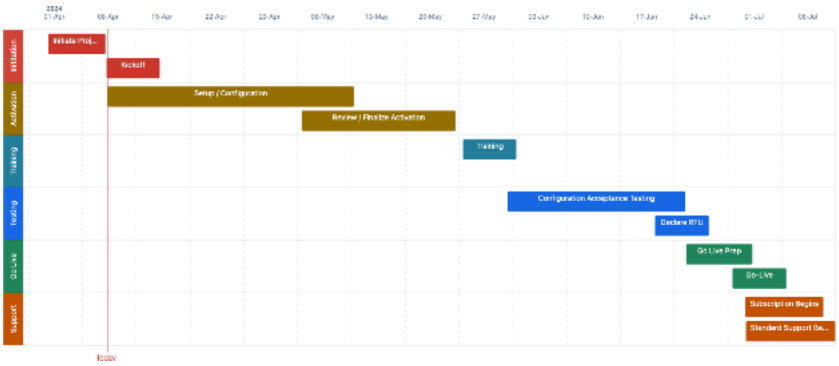
Customer Responsibilities

- Triage Community Member and Agency user reported issues and relay to Versaterm.

3.8. Project Duration

The typical duration of a CommunityReport Implementation Projects is 90 Days from Project Kickoff -to- Production Go-Live.

Below is a sample Project Timeline for a CommunityReport Implementation Project.



TOWN OF PROSPER
A Place Where Everyone Matters

PARKS AND RECREATION DEPARTMENT

To: **Mayor and Town Council**

From: **David Angeles, Director of Parks and Recreation**

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

Re: **Design Services for Cedar Grove Park Playground**

Town Council Meeting – November 24, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Design Services Agreement with JBI Partners, Inc., for Cedar Grove Park Playground in the amount of $75,500.

Description of Agenda Item:
This professional services contract is for the design of a playground at Cedar Grove Park, located east of North Preston Road, south of Coleman Street, and west of Buckhorn Drive. Proposed improvements include an approximately 3,750 square foot nature themed playground with equipment for children ages 2 through 12, accessible pathways, playground surfacing, site furnishings, shade consideration, and landscaping. Professional services include surveying, accessibility review, preliminary design, schematic design, community engagement, design development, construction documents, technical specifications, bidding assistance, and construction administration. The project was identified as a priority by the Parks and Recreation Board on July 16, 2026.

Budget Impact:
The total cost of design is $75,500. Funding for this contract is available in the Cedar Grove Park account (PK202714).

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. Design Proposal
2. Parks Consultant Selection List

Town Staff Recommendation:
Staff recommend the Town Council authorize the Town Manager to execute a Design Services Agreement with JBI Partners, Inc. for the Cedar Grove Park Playground in the amount of $75,500.

Proposed Motion:

I move to approve authorizing the Town Manager to execute a Design Services Agreement with JBI Partners, Inc. for the Cedar Grove Park Playground in the amount of $75,500.

JBI PARTNERS

rbreeding@prospertx.gov

October 29, 2026

Mr. Randy Breeding, PLA, AICP
Park Planning Manager
City of Prosper Park And Recreation
409 E First Street
Prosper, Texas 75078

RE: Proposal for Cedar Grove Park Playground
1500 Lonesome Dove Drive, Prosper, Texas 75078

Dear Mr. Breeding:

Thank you for the opportunity to provide this proposal for Landscape Architectural Design Services for the referenced playground at Cedar Grove Park. This proposal is based on our site meeting and discussion of the proposed playground facility.

Our proposal includes the following:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Fee Schedule

Please review the above information and let me know if you have any questions or comments.

We appreciate the opportunity to be of service.

Sincerely,

JBI PARTNERS, INC.

Charles B. McKinney, RLA, ASLA
Vice President, Landscape Architecture

EXHIBIT "A"

SCOPE OF SERVICES

CEDAR GROVE PARK PLAYGROUND

PROJECT DESCRIPTION:

The City of Prosper (City) has requested JBI Partners, Inc. (JBI) to design and prepare playground plans for a new playground at Cedar Grove Park1500 Lonesome Dove Drive, Prosper, Texas 75078. Refer to Exhibit A-1.

The program elements included with this proposal include the following:

- Prepare conceptual plans for 2 potential playground sites within the park. The first location is at the south end of the park's athletic space. The second location is at the northwest corner or the park's athletic space on the west side of the existing trail and within the existing trees.
- The proposed playground is to be a nature themed facility approximately 3,500-4,000 square feet in area and will include play equipment for 2–5-year-olds and 5–12-year-olds.
- The playground surface will be engineered wood fibre, with an alternate for poured-in-place surfacing.
- The playground will be accessible to the existing parking spaces on Buckhorn Drive, and the adjacent trail system.
- Tree planting and landscape screening will be included.
- A proposed park shade pavilion may be included.
- Site furnishings including benches and a drinking fountain will be included.
- Erosion Control repairs along the existing trail. Final locations of are to be determined.

SECTION 1 – BASIC SERVICES

1. **Preliminary Design Services** - JBI will Perform the following Preliminary Design Services:
   A. Kick Off Meeting - The JBI design team will meet with the City of Prosper Parks Department staff to discuss project requirements and standards, develop project timelines and schedules and identify the key components of the project.

   B. We will obtain available "as-built" plans, maps, plats and flood plain data for the site and existing adjacent developments and facilities. We will review the information collected for its impact on the site. Additionally, we will obtain the most current aerial photograph of the site.

   C. Base Map **–** Based on our field survey described in Section II below, JBI will prepare a base map for the 2 potential playground areas being considered.

2. **Schematic Design -** JBI will prepare conceptual plans for each potential playground location including the proposed layout, playground equipment and playground theme. In addition, a preliminary construction cost estimate will be prepared for each location. Rendered versions of the schematic plans will be presented to the Parks Department for review and comment and after revisions.

3. **Community Engagement and Feedback-** When the Parks Department has approved the conceptual plans, they will be presented to the adjacent Homeowners Association (HOA) for engagement and discussion. After presenting the concepts to the HOA and other stakeholders we will incorporate their feedback and comments into selecting the final playground location and playground layout as directed by the Parks Department. We anticipate 2 engagement meetings with the HOA.

JBI will incorporate any approved revisions or changes from the community engagement into the schematic plans before moving to the design development phase.

4. **Design Development –**JBI will prepare site layout plans, and other drawings to further illustrate in more detail the final design for the playground. Specific materials including playground equipment and site furnishing selections will be included. In addition, we will update the preliminary construction cost estimate for the project. JBI will present the design development plans and cost estimate to Parks Department staff to review and incorporate comments.

5. **Construction Documents -** Based on the approved Design Development documents, JBI will prepare construction drawings for the project. The following will be included in the construction drawings:
   A. Project access and staging area plans.
   B. Erosion control plans and details.
   C. Dimensional control, layout, and materials plan to include plan enlargements for the proposed playground and all other programmed improvements.
   D. Paving plans for the trails, connection to parking lots and accessible routes.
   E. Specific site furnishings including installation details.
   F. Grading and drainage plans.
   G. Water service plans for the proposed drinking fountain.
   H. Construction details for all improvements.
   I. Landscape planting and grassing plans.
   J. Revisions to the existing irrigation system to accommodate the addition of the new playground.
   K. Additional plans and details necessary to show design intent for all proposed site improvements included on the approved master plan.
   L. Standards – Final design and construction drawings are to comply with applicable, AASHTO, TAS, CPSC Public Playground Safety Guidelines, ASTM Standards and the applicable City of Prosper design standards and building codes.
   M. JBI will submit construction plans to the Parks Department for review and comment at approximately sixty percent (60%), ninety percent (90%) and one hundred percent (100%) complete milestones and will incorporate the City's comments into the plans.

5. **Technical Specifications -** JBI will prepare technical specifications for the work included in the construction plans. The City shall provide the general and supplementary conditions of the contract, bond forms, and other City contract requirements. JBI will also prepare the Contract Bid Schedule and final Opinion of Probable Construction.

6. **Bidding Services –** JBI will perform the following services related to bidding the project:
   A. Attending the Pre-Bid Conference(s).
   B. Prepare addenda items (if necessary).
   C. Answer questions during the bidding process.
   D. Prepare a bid tabulation and review bids received; and
   E. Verify contractor qualifications and make a recommendation for awarding the contract.

7. **Construction Administration Services -** During construction, the JBI team will perform the following construction phase services:
   A. Attending the pre-construction conference.

B. Review shop drawings and material submittals for compliance with the contract documents, with the appropriate sub-consultant reviewing submittals related to their work.
C. Respond to contractor Requests for Information (RFI).
D. Make periodic site visits at appropriate intervals and milestones necessary, in order to observe the contractor's progress and the quality of work to determine if the work is in general accordance with the Contract Documents. This does not include continuous on-site inspection. *Neither JBI nor any sub consultant shall guarantee the performance of any contractor and shall have no responsibility for furnishing materials or performing any work on the project.*
E. Provide consultation with the city concerning the work in progress.
F. Complete the substantial completion inspection as well as prepare and distribute the "punch-list" of deficient items to be completed and/or corrected.
G. Perform final inspection and certificate of completion review.

SECTION II – ADDITIONAL SERVICES

1. **Field Surveying:**
   JBI will perform an on-the-ground survey of the project areas to create a base map for the project. The survey will locate existing structures, pavement, above ground utilities, fences, existing trees, etc. and will establish existing ground elevations. Vertical control will be based on City control monuments and existing benchmarks. Using the collected survey data, we will prepare a complete map of the site showing the existing improvements and contours at a one-foot interval.

2. **Texas Accessibility Standards:**
   JBI will register the project with the TDLR Architectural Barriers and will submit construction documents to the selected Registered Accessibility Specialist (RAS) for Texas Accessibility Standards (TAS) review and plan approval. JBI will revise the construction documents in accordance with comments received. In addition, JBI will coordinate the post construction on-site inspection with the RAS and will address any non-conforming items if they occur.

3. **Erosion Control Improvements Along Trail:**
   If requested, JBI will prepare the design for erosion control improvements at selected locations along the trail within the Cedar Grove park. This service will include field survey of the selected locations along with final construction plans and details.

4. **Reimbursable Expenses (Not to Exceed $1,000.00)**
   Reimbursable expenses are those incurred by JBI or our sub consultants. These costs will be invoiced at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of One Thousand Dollars ($1,000.00) will not be exceeded by JBI without the formal written approval of the City of Prosper. These costs include all reasonable and necessary expenses which are chargeable to the work which, in general, include expenses for printing plans, long-distance communication charges, travel, delivery, other reproduction services and similar incidentals.

Exclusions

The intent of this scope of services is to include only the services specifically listed herein and no others. The following items are specifically excluded from this scope of services:

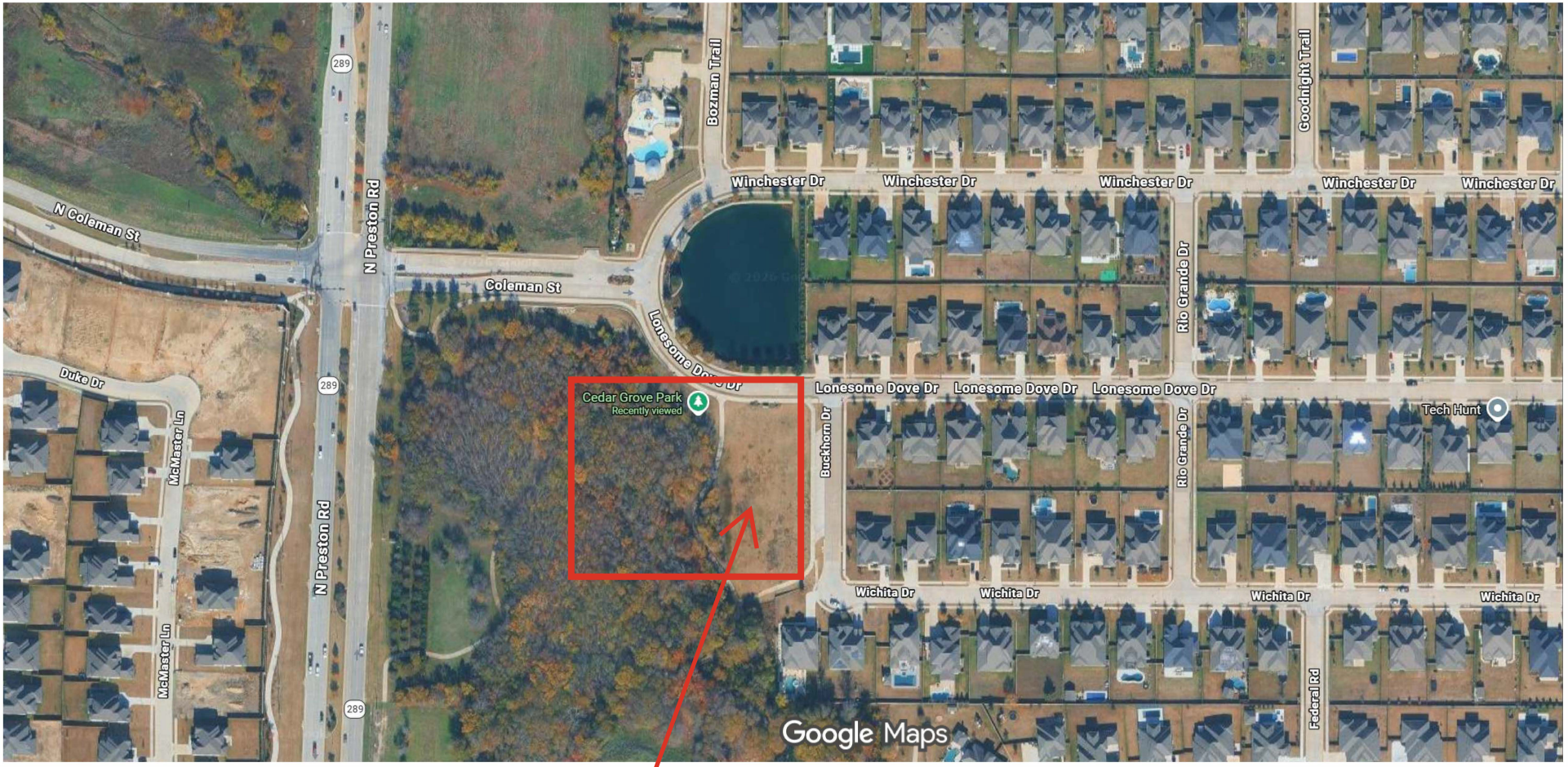
1. Environmental impact statements or assessments.
2. Consulting services by others not included in this proposal.
3. Services beyond those described in Section I, or Section II.
4. Building Inspection Permitting.
5. Corps of Engineer Permitting.

6. Wetland's determination/delineation.
7. Renderings beyond those to show the concept plan.
8. Construction staking.
9. Site or electrical lighting.
10. Platting, Easement or ROW document preparation

JBI Drawing Standards

1. All drawing file coordinates will be Datum NAD83, North Texas Zone; and
2. JBI will provide the City AutoCAD files for the final construction plans.

EXHBIT A-1 CEDAR GROVE PARK LOCATION



PROJECT AREA

Imagery ©2026 Airbus, Maxar Technologies, Vexcel Imaging US, Inc., Map data ©2026 Google 100 ft

EXHIBIT "B"

PROJECT SCHEDULE

CEDAR GROVE PARK PLAYGROUND

SCHEDULE

The work product described in Exhibit A, Scope of Services, will be completed within 330 Calendar Days from the date on the Notice to Proceed. City of Prosper Departmental review time, construction phase and post construction services are included in the schedule.

	Activity	Completion Time (Calendar Days)
1	Field Survey	15
2	Schematic Phase	60
3	Design Development Phase	30
4	Construction Documents Phase	45
5	Bid Services and Construction Contracts	30
6	Construction Phase	150
	Total	**330**

EXHIBIT "C"

FEE SCHEDULE

CEDAR GROVE PARK PLAYGROUND

The fees for the scope of services outlined in Exhibit A, Scope of Services, are to be a lump sum fee as follows:

SECTION I - BASIC SERVICES FEES

1.	Preliminary Design Services	$ 3,500.00
2.	Schematic Design	$15,000.00
3.	Design Development	$ 5,000.00
4.	Construction Drawings	$23,500.00
5.	Technical Specifications	$ 1,500.00
6.	Bidding Services	$ 3,000.00
7.	Construction Administration Services	$ 3,500.00
Total Basic Services		**$55,000.00**

Section II – ADDITIONAL SERVICES FEES

1.	Field Survey	$9,000.00
2.	Texas Accessibility Standards	$3,000.00
3.	Erosion Control Improvements Along Trail (If Requested)	$7,500.00
4.	Reimbursable Expenses (Not to Exceed)	$1,000.00
	a. Printing - $500.00	
	b. Mileage - $ 200.00	
	c. Delivery and Shipping - $300.00	
Total Additional Services		**$20,500.00**

Grand Total: $75,500.00

Note: Reimbursable expenses are those incurred by JBI or our subconsultants. These costs will be invoices at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of $1,000.00 will not be exceeded by JBI without the formal written approval of the City of Prosper. These costs include all reasonable and necessary expenses which are chargeable to the work which, in general, include expenses for printing plans, long-distance communication charges, travel, delivery, or other reproduction services and similar incidentals.

JBI PARTNERS, INC.
HOURLY FEE SCHEDULE

Title	Hourly Rate
Sr. Engineer Principal (PE)	$325
Engineer Principal (PE)	$290
Project Manager (PE)	$255
Project Engineer (PE)	$230
Senior Engineer	$205
Engineer	$185
Sr. Engineer Technician	$170
Graduate Engineer	$150
Engineer Technician	$115
Sr. Construction Manager	$225
Construction Manager	$200
Construction Estimator	$180
Inspector	$160
Surveyor Principal (RPLS)	$280
Land Survey Manager (RPLS)	$250
Professional Land Surveyor (RPLS)	$220
Construction Survey Manager	$200
Sr. Survey Technician	$180
Survey Field Crew (1-man)	$160
Survey Field Crew (2-man)	$210
Survey Field Crew (3-man)	$265
Sr. Landscape Architect Principal (PLA)	$290
Landscape Architect Principal (PSA)	$250
Sr. Landscape Architect Project Manager (PLA)	$210
Landscape Architect (PLA)	$170
Sr. Landscape Designer	$155
Landscape Designer	$130
Land Planner Principal (AICP)	$290
Land Planner	$160
Administrative	$135

Plano
City of Excellence

2025 CIP Park Development Program
RFQ 2025-0172-AC
Shortlisted Firms

Category 1 – Park Design
Clasp Companies, LLC (dba) Valley Quest
Design Workshop
Dunaway Associates, LLC
Freese and Nichols Inc.
Halff Associates
JBI Partners
Kimley-Horn and Associates, Inc.
LJA Engineering, Inc.
Studio Outside, LLC
SWA Group
Teague Nall and Perkins, Inc.
Westwood Professional Services

Category 2 - Master Planning / Urban Design
Dunaway Associates, LLC
Freese and Nichols, Inc
Halff Associates
Huitt-Zollars
JBI Partners
John R. McAdams Company
Kimley-Horn and Associates, Inc.
LJA Engineering, Inc.
MESA Design Group
MHS Planning and Design LLC
Studio Outside, LLC
Teague Nall and Perkins, Inc.
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Category 3 - Pedestrian and Bicycle Facility Design and Consulting
BGE, Inc.
Clasp Companies, LLC (dba) Valley Quest
Dunaway Associates, LLC
Freese and Nichols Inc.
Halff Associates
JBI Partners
Kimley-Horn and Associates, Inc.
LJA Engineering, Inc.
Schaumburg & Polk, Inc.
SWA Group
Teague Nall and Perkins, Inc.
Urban Engineers Group, Inc.

Category 4 - Irrigation Design
CLASP Companies, LLC, dba: Valley Quest
John R. McAdams Company
Kimley-Horn and Associates, Inc.
Teague Nall and Perkins, Inc.
Talley Landscape Architects, Inc.

Category 5 – Lighting Design
Arup US Inc.
Concord Engineering, Inc.
Kimley-Horn and Associates, Inc.
Talley Landscape Architects, Inc.
Teague Nall and Perkins, Inc.
Yaggi Engineering, Inc.

TOWN OF PROSPER
A Place Where Everyone Matters

PARKS AND RECREATION DEPARTMENT

To: **Mayor and Town Council**

From: **David Angeles, Director of Parks and Recreation**

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

Re: **Construction Contract for Raymond Park Dam Repair**

Town Council Meeting – November 24, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Construction Agreement with Garret Shields Infrastructure, LLC for Raymond Park Dam Repairs in the amount of $287,625.

Description of Agenda Item:
This construction contract is for repairs to the existing earthen dam along the northeastern edge of Raymond Park, approximately 150 yards west of Coit Road. Improvements include replacement of drainage infrastructure, construction of a concrete junction box, installation of a chimney drain, placement and compaction of clay fill, and installation of rock riprap for erosion protection. The cost for labor is also included. The bid is based on a competitive sealed proposal process in which Garret Shields Infrastructure, LLC was deemed the lowest responsible bidder.

Budget Impact:
The total cost of construction is $287,625, which is within the Engineer's estimate but raises the total project cost above the original $350,000 budget. 78 percent of the funding for this contract is available in the Raymond Park Dam Repair account (PK202606), and the difference will be covered by savings from the Doe Branch Trails project account (PK202120).

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard agreement as to form and legality.

Attached Documents:
1. Evaluation Matrix
2. Tabulation Summary
3. Construction Agreement

Town Staff Recommendation:

Staff recommend the Council authorize the Town Manager to execute a Construction Agreement with Garret Shields Infrastructure, LLC for Raymond Park Dam Repairs in the amount of $287,625.

Proposed Motion:

I move to approve authorizing the Town Manager to execute a Construction Agreement with Garret Shields Infrastructure, LLC for Raymond Park Dam Repairs in the amount of $287,625.

CSP NO. 2026-17-B

Raymond Park Dam Repair

EVALUATION MATRIX		Bernal Commercial Construction		Garret Shields Infrastructure		Mann Robinson and Sons, Inc		Precision Road Services	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Cost Proposal	65%	10.00	6.50	8.69	5.65	7.72	5.02	9.75	6.34
Proposed Project Timeline	25%	3.08	0.77	10.00	2.50	3.33	0.83	2.67	0.67
Qualifications and Experience	10%	7.33	0.73	9.33	0.93	6.00	0.60	3.00	0.30
TOTAL	**100%**		**8.00**		**9.08**		**6.45**		**7.30**

TOWN OF PROSPER
PROPOSAL TABULATION SUMMARY

Solicitation Number	CSP No. 2026-17-B
Solicitation Title	Raymond Park Dam Repair
Close Date	10/22/2026 at 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total	Total Days	
Bernal Commercial Construction Co.	Grand Prairie	TX	10/22/2026 10:38:03 AM (CT)	$249,970.00	130	
Garret Shields Infrastructure	Garland	TX	10/22/2026 01:47:24 PM (CT)	$287,625.00	40	
Mann Robinson and Sons, Inc.	Aubrey	TX	10/22/2026 11:41:26 AM (CT)	$323,729.40	120	
Precision Road Services	Southlake	TX	10/22/2026 01:30:59 PM (CT)	$256,480.00	150	
Southern Development Corporation	Fredericksburg	TX	10/22/2026 09:56:00 AM (CT)	$477,800.00		Non Responsive

****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:	October 22, 2026

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **Garret Shields Infrastructure,** a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CSP NO. 2026-17-B
RAYMOND PARK DAM REPAIR

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 **two hundred eighty-seven six hundred twenty-five dollars and zero cents ($287,625.00).** 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 30 calendar days after the date of the Notice to Proceed for the base proposal. Within 10 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Substantial Completion shall be defined as the date upon which all scheduled bid items included in the Contract have been constructed or installed completely to allow all facilities to function as designed and the Contractor has made a request for a final walk-through inspection with the Owner's Construction Superintendent, CIP Program Manager, Engineer, and other representatives.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Final Completion shall be defined as the date upon which all items identified during the final walk-through inspection as being incomplete or not functioning as designed (the "punch list") have been completed or corrected and the Contractor has requested final acceptance of the Project.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY

OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

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

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

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

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

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

E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. 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. 2026-17-B RAYMOND PARK DAM REPAIR

1. Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

   b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

   c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

   Contractor shall maintain throughout contract limits not less than:

   a. Commercial General Liability: $1,000,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

1) Premises / Operations

2) Broad Form Contractual Liability

3) Products and Completed Operations

4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

c. Automobile Liability: $1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.

e. $1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.

4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

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 it to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are

to be based on estimates, and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

H. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner

determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

J. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

K. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the

Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

L. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

N. "Anti-Israel Boycott" Provision

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

O. IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.

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

P. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.

In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Q. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage)

within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and

2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

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

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

[*Signatures continued on following page.*]

CONTRACTOR

By: Rick Sulzer

Title: President & CEO

Date: 11/12/26

Address: 5465 Legacy Drive, Suite 120
Plano, TX 75024

Phone: 972.880.0899
Email: rick.sulzer@garretshields.com

TOWN OF PROSPER, TEXAS

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

TOWN OF PROSPER
A Place Where Everyone Matters

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 The Marco**

Town Council Meeting – November 24, 2026

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

---

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

Description of Agenda Item:
On October 27, 2026, 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 the Town Council approve an ordinance to amend a portion of Planned Development-42 (Tract 16) and rezone a portion of a Commercial Tract (Tract 17) to create a Mixed-Use Planned Development on the Collin County School Land Survey, Abstract No. 147

and J. Yarnell Survey, Abstract No. 1038, on a portion of Tracts 16 and 17, on 143.0± acres, located on the northeast corner of Dallas Parkway and University Drive.

Proposed Motion:

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 143.0 ACRES, MORE OR LESS, SITUATED IN THE IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 AND J. YARNELL SURVEY, ABSTRACT NO. 1038, BEING A PORTION OF TRACTS 16 AND 17, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM COMMERCIAL (C) AND PLANNED DEVELOPMENT-42 (PD-42) TO PLANNED DEVELOPMENT-140 (PD-140), 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-26-0009) from Blackard Companies, LLC ("Applicant"), to rezone 143.0 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, being a portion of Tracts 16 and 17, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes; and

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

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

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

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

SECTION 1

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

SECTION 2

Amendment to the Town's Unified Development Code. The Town's Unified Development Code is amended as follows: The zoning designation of the below described property containing 143.0 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, being a portion of Tracts 16 and 17, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are

hereby zoned as Planned Development-140 and being more particularly described in Exhibit "A-1" and 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; (2) the Conceptual Plan, attached hereto as Exhibit D; (3) the Phasing Plan, attached hereto as Exhibit E; (5) the Conceptual Elevations, attached hereto as Exhibit F; (6) the Landscape Plan and Plant List, attached hereto as Exhibit G; (7) the Open Space Plan, attached hereto as Exhibit H; (8) the Building Heights plan, attached hereto as Exhibit J; (9) the Thoroughfare and Street Sections, attached hereto as Exhibit K; (10) and the Planning Areas, attached hereto as Exhibit M, 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

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 24TH DAY OF NOVEMBER, 2026.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

CHISHOLM TRAIL LAND SURVEYING
TX FIRM #10194767

LEGAL DESCRIPTION
142.996 ACRES

BEING all that certain tract of land situated in the Collin County School Land Survey, Abstract No. 147, and in the J. Yarnell Survey, Abstract No. 1038, Collin County, Texas, and being a part of a called 83.868 acre tract of land described by deed to Godwin Investments, Ltd., recorded in Instrument No. 20190829001064690, Official Public Records of Collin County, Texas, and being a part of a called 183.342 acre tract of land described by deed to Godwin Investments, Ltd., recorded in Volume 5951, Page 1651, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at 5/8-iron rod with a pink cap stamped “TxDOT” found at the southeast corner of a called 0.7774 acre tract of land described in deed to the State of Texas, TXDOT Parcel ID: P00067925, recorded in Instrument No. 2024000055406, said Official Public records, and also being in the North right-of-way line of W. University Drive (variable width right-of-way) at the beginning of a curve to the right;

THENCE with said curve to the right and the east line of said 0.7774 acre tract, having a radius of 665.00 feet, a central angle of 36° 52' 49", an arc length of 428.05 feet, a chord that bears North 49° 21' 59" West, a distance of 420.70 feet to a 1/2-iron rod with a cap stamped “RPLS 6677” found at the north corner of said 0.7774 acre tract and the most southwesterly corner of said 83.868 acre tract, and in the East line of S. Dallas Parkway (variable width right-of-way).

THENCE with the west line of said 83.868 acre tract and the east line of S. Dallas Parkway (variable width right-of-way), the following courses and distances:

1. North 00° 21' 18" West, a distance of 131.26 feet to a capped iron rod set at the beginning of a non-tangential curve to the left;

2. With said curve to the left, having a radius of 10806.08 feet, a central angle of 02° 22' 59", an arc length of 449.45 feet, a chord that bears North 01° 38' 49" West, a distance of 449.42 feet to a 1/2-inch iron rod found at the beginning of a non-tangential curve to the right;

3. With said curve to the right, having a radius of 5714.58 feet, a central angle of 04° 56' 04", an arc length of 492.14 feet, a chord that bears North 00° 23' 49" West, a distance of 491.99 feet to a 1/2-iron rod with a cap stamped “RPLS 6677” found at the beginning of a non-tangential curve to the right;

4. With said curve to the right, having a radius of 11279.16 feet, a central angle of 02° 30' 00", an arc length of 492.15 feet, a chord that bears North 03° 19' 12" East, a distance of 492.11 feet to a 1/2-inch capped iron rod found at the end of said curve;

5. North 04° 34' 12" East, a distance of 597.59 feet to a 1/2-iron rod with a cap stamped “RPLS 6677” found at the southwest corner of the remainder of a called 50.000 acre tract of land, described in deed to Tollway Lovers LP., Universal Village LP., and Prosper Prairie LLC, recorded in Instrument No. 2023000114986, said Official Public Records;

THENCE North 90° 00' 00" East, passing the southwest corner of a called 5.100 acre tract of land, described in deed to Chinmaya Mission Dallas-Fort Worth, recorded in Instrument No. 2023000114054, said Official Public Records, at a distance of 1801.22 feet, continuing along and passing the southeast corner of said 5.100 acre tract of land, at a distance of 2073.19 feet, for a total distance of 2787.67 feet to a 1/2-iron rod with a cap stamped “RPLS 6677” found at the southeast corner of said 50.000 acre tract of land, in the west line of B.N.S.F Railroad (100-foot wide right-of-way);

THENCE South 11° 21' 54" West, with the west line of said B.N.S.F. Railroad (100-foot wide right-of-way) and the east line of said 183.342 acre tract of land, a distance of 2411.90 feet to a 1/2-inch iron rod found at the southeast corner of said 183.342 acre tract of land, in the north right-of-way line of W. University Drive (variable width right-of-way);

THENCE with the north right-of-way line of W. University Drive (variable width right-of-way) and the south line of said 183.342 acre tract of land and the south line of said 83.868 acre tract of land, the following courses and distances:

1. North 89° 53' 21" West, a distance of 306.61 feet to a 1/2-iron rod with a cap stamped “RPLS 6677” found;

2. South 87° 18' 03" West, a distance of 400.50 feet to a 1/2-iron rod with a cap stamped “RPLS 6677” found;

3. South 84° 21' 58" West, a distance of 201.43 feet to a 1/2-iron rod with a cap stamped “RPLS 6677” found;

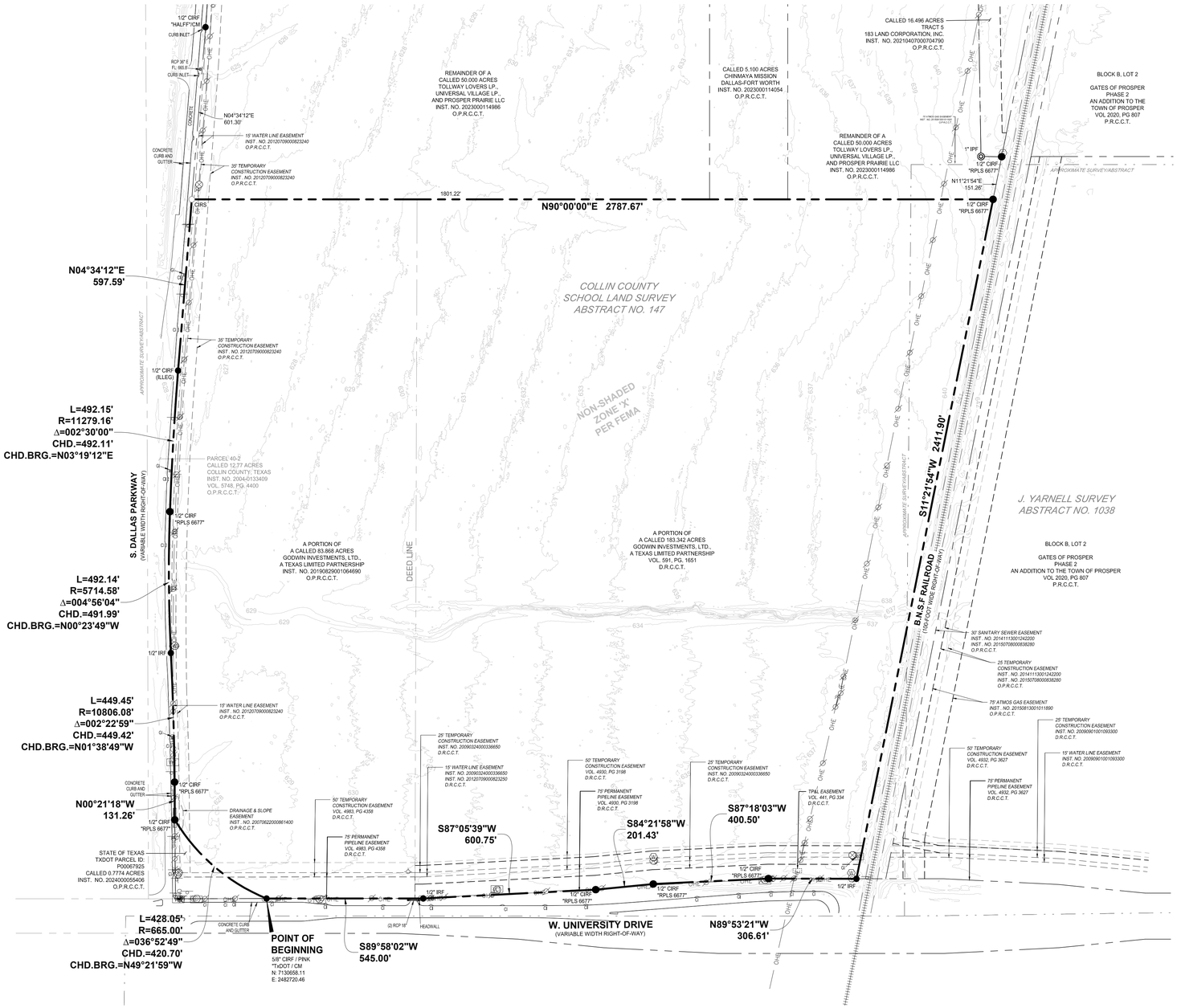
4. South 87° 05' 39" West, a distance of 600.75 feet to a 1/2-inch iron rod found;

5. South 89° 58' 02" West, a distance of 545.00 feet to the POINT OF BEGINNING and enclosing 142.996 acres (6,228,891 square feet) of land, more or less.

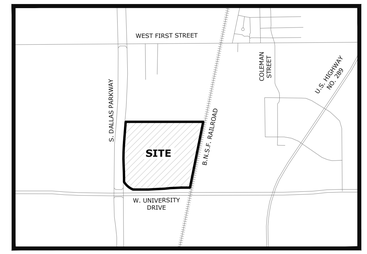


August 18, 2026

Michael R. Kersten — Date
Registered Professional Land Surveyor
Texas Registration 6677







VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION
142.996 ACRES

BEING all that certain tract of land situated in the Collin County School Land Survey, Abstract No. 147, and in the J. Yarnell Survey, Abstract No. 1038, Collin County, Texas, and being a part of a called 83.868 acre tract of land described by deed to Godwin Investments, Ltd., recorded in Instrument No. 20190829001064690, Official Public Records of Collin County, Texas, and being a part of a called 183.342 acre tract of land described by deed to Godwin Investments, Ltd., recorded in Volume 5951, Page 1651, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

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THENCE with said curve to the right and the east line of said 0.7774 acre tract, having a radius of 665.00 feet, a central angle of 36° 52' 49", an arc length of 428.05 feet, a chord that bears North 49° 21' 59" West, a distance of 420.70 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" found at the north corner of said 0.7774 acre tract and the most southwesterly corner of said 83.868 acre tract, and in the East line of S. Dallas Parkway (variable width right-of-way).

THENCE with the west line of said 83.868 acre tract and the east line of S. Dallas Parkway (variable width right-of-way), the following courses and distances:

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5. North 04° 34' 12" East, a distance of 597.59 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" found at the southwest corner of the remainder of a called 50.000 acre tract of land, described in deed to Tollway Lovers LP., Universal Village LP., and Prosper Prairie LLC, recorded in Instrument No. 20230001149866, said Official Public Records;

THENCE North 90° 00' 00" East, passing the southwest corner of a called 5.100 acre tract of land, described in deed to Chinmaya Mission Dallas-Fort Worth, recorded in Instrument No. 20230001145054, said Official Public Records, at a distance of 1801.22 feet, continuing along and passing the southeast corner of said 5.100 acre tract of land, at a distance of 2073.19 feet, for a total distance of 2787.67 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" found at the southeast corner of said 50.000 acre tract of land, in the west line of B.N.S.F Railroad (100-foot wide right-of-way);

THENCE South 11° 21' 54" West, with the west line of said B.N.S.F. Railroad (100-foot wide right-of-way) and the east line of said 183.342 acre tract of land, a distance of 2411.90 feet to a 1/2-inch iron rod found at the southeast corner of said 183.342 acre tract of land, in the north right-of-way line of W. University Drive (variable width right-of-way);

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4. South 87° 05' 39" West, a distance of 600.75 feet to a 1/2-inch iron rod found;
5. South 89° 58' 02" West, a distance of 545.00 feet to the POINT OF BEGINNING and enclosing 142.996 acres (6,228,891 square feet) of land, more or less.

Date of Plat or Map: August 18th, 2026

08/18/2026

Michael R. Kersten
Registered Professional Land Surveyor
Texas Registration No. 6677

STATE OF TEXAS · REGISTERED · MICHAEL R. KERSTEN · 6677 · PROFESSIONAL LAND SURVEYOR

GENERAL NOTES

1. Bearing based on Texas State Plane Coordinates, North Central Zone, 4202, NAD83-US Survey feet, derived from GPS observations. Vertical datum based on NAVD 88.
2. No encroachment into the apparent right-of-way of the North Dallas Tollway or U.S. Highway 380 was observed during the course of this survey.
3. Based on the information available and the survey performed a portion of the overhead power line appears to be within the easement included in the survey referenced in Volume 441, Page 334, D.R.C.C.T.

FLOOD STATEMENT

This site is situated in Non-Shaded Zone "X", in the City of Prosper, Collin County, Texas according to FEMA map numbers 48085C0235J and 48085C0230J dated June 2, 2009. Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

LEGEND / ABBREVIATIONS

ADJOINER LINE		WATER VALVE	
BOUNDARY LINE		UNDERGROUND WATER MARKER	
EASEMENT LINE		FIRE HYDRANT	
ASPHALT		IRRIGATION CONTROL VALVE	
GRAVEL		SIGN	
OHE	OVERHEAD ELEC LINE	VLT	VAULT
	IRON ROD FOUND	O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
	IRON PIPE FOUND	D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
	BOLLARD	IPF	IRON PIPE FOUND
	GUY WIRE	CIRF	CAPPED IRON ROD FOUND
	POWER POLE	CM	CONTROLLING MONUMENT
	UNDERGROUND GAS MARKER	CI	CURB INLET
	SANITARY MANHOLE	GI	GRATE INLET
XX	SCHEDULE B ITEM	POB	POINT OF BEGINNING
	TRAFFIC SIGNAL POST		

OWNER
Godwin Investments, LTD
10348 Strait Lane,
Dallas, Tx 75229
Contact: Mr. Donald E. Godwin
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APPLICANT
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CHISHOLM TRAIL LAND SURVEYING
TX FIRM #10194767
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INFO@CTLS-LLC.COM
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PROJECT NO. 23-0043	DRAWN BY: AA	SCALE: 1"=200'	DATE: 08/18/2026	SHEET: 1 OF 1

EXHIBIT A-2
142.996 ACRES
IN THE COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 147,
AND IN THE THE J. YARNELL SURVEY
ABSTRACT NO. 1038
TOWN OF PROSPER
COLLIN COUNTY, TEXAS
PROJECT NO. ZONE-26-0009

BlackStoneCommunities.com

BlackStone Communities

Adriatica Office:
401 Adriatic Pkwy, Suite 700
McKinney, Texas 75072
United States of America

17 July 2026

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

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

To the Planning & Zoning Commission and the Town Council:

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

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

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

BlackStone
Communities

The Development. The Marco organizes the site into five Planning Areas around a central lagoon that serves as both regional stormwater detention[1] and the development's principal public open space. Along the Tollway and 380 runs an employment, retail, and hospitality frontage. At the water sits a mixed-use village core — a public square, a performing arts venue, a hotel, canals, and ground-floor retail — carrying the tallest buildings on the site. Beyond it lie waterfront high- and mid-rise residential, a lower-intensity neighborhood of villas, townhomes, and flats, and an age-restricted enclave. The program contemplates over one million square feet of office space, up to two hotels, a performing arts venue, a grocer and market hall, village retail and services, and a premium mixed residential population. The mix is the point. It balances jobs against housing on the corridor, builds a durable commercial tax base, and gives Prosper a civic and cultural anchor at its Tollway gateway.

Special considerations. This is Prosper's front door on the Tollway. The site carries frontage on both the Dallas North Tollway and U.S. Highway 380, with the BNSF Railway defining its eastern edge — a gateway parcel by any measure, and the one the Comprehensive Plan singles out for exactly this treatment. The central lagoon is engineered to work twice, as regional detention[1] and as public realm, and the plan is built around it. The village form the plan calls for — walkable, water-oriented, marked by towers, campanili, and cupolas at defined locations — depends on the height and density standards the base districts memorialize. That dependence is why the Planned Development is the right instrument, and the necessary one.

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

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

Respectfully,

Jeffory Blackard
Principal
BlackStone Communities

[1] Subject to engineering and verification

THE MARCO

Planned Development District — Development Standards

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

August 2026

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

Exhibit C — Planned Development Standards

C-1. Statement of Intent and Purpose

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

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

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

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

C-2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C-3. Planning-Area Structure

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

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

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

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

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

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

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

C-4. Permitted Uses

C-4.1 Use schedule

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

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

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

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

C-4.2 Ground-floor activation

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

C-4.3 Self-storage

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

C-4.4 Live-work units

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

C-4.5 Prohibited uses

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

C-5. Dimensional Standards

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

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

C-5.1 Building height

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

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

C-5.2 Density, coverage, and floor area

PA	Build-to	Coverage / FAR
PA-1	⩾ 70% of façade at the Build-to line (DNT §3.2.3)	≤ 80% / ≤ 3.0:1
PA-2	≥ 70% within 5 ft	≤ 90% / ≤ 4.0:1
PA-3	≥ 60%	≤ 75% / ≤ 3.0:1
PA-4	≥ 50%	≤ 65% / ≤ 3.0:1
PA-5	—	impervious ≤ 15%

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

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

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

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

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

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

A maximum of two hotels is permitted.

C-5.3 Residential building-type standards

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

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

C-6. Modifications to the UDC and DNT Standards

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

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

C-7. Development Standards Applicable to All Planning Areas

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

C-7.1 Off-Street Parking

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

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

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

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

Office, 1 space per 400 square feet;

Medical Office, 1 space per 350 square feet;

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

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

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

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

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

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

(d) Intentionally Deleted

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

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

C-7.2 Landscaping

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

(b) Intentionally Deleted

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

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

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

C-7.3 Open Space and Amenities

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

(b) The public square, the market square, and pocket parks shall be bordered by Active Uses or building frontages along not less than 50% of their perimeter, shall be visible from an adjoining street or the Passeggiata, and shall be furnished with seating and shade. This standard does not apply to the Lagoon and its canals, the landscaped edges and buffers required by C-7.2, trails, or common open space provided on structure.

C-7.4 Lighting

(a) Site lighting shall be full-cutoff and downward-directed, with mounting heights not exceeding 30 feet.

(b) Illumination at any property line abutting off-site single-family-zoned property shall not exceed 0.5 foot-candles, as demonstrated by a photometric plan submitted with the site plan.

(c) Pedestrian areas shall be lighted with pedestrian-scaled fixtures, and bollard fixtures not exceeding 48 inches in height shall be used within landscape buffers.

C-7.5 Screening

(a) Loading, service, and refuse areas shall be located to the side or rear of buildings and screened from streets, the Public Realm, and the Lagoon.

(b) Roof-mounted and ground-mounted mechanical equipment shall be screened from view with durable materials consistent with the principal building.

(c) Screening walls shall be of masonry consistent with the principal building.

C-7.6 Fencing

(a) Permitted fencing materials are ornamental metal, tubular steel, and masonry.

(b) Fencing located forward of a building façade shall not exceed 48 inches in height.

C-7.7 Connectivity

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

(b) A multi-use trail not less than 10 feet in width shall be provided along the Dallas North Tollway, connecting to the Town trail network.

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

C-7.8 Street Types and the Pedestrian Core

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

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

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

C-7.9 Stormwater, Drainage, and Utilities

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

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

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

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

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

C-7.11 Signage

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

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

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

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

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

C-8. Building Design Standards

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

C-8.1 Massing

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

C-8.2 Articulation

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

C-8.3 Transparency

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

C-8.4 Ground floor

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

C-8.5 All elevations

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

C-9. Administration

C-9.1 Conformance

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

C-9.2 Conceptual Development Plan

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

C-9.3 Minor amendments

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

C-9.4 Project tracking

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

C-9.5 Phasing

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

C-9.6 Alternative compliance

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

C-9.7 Architectural review

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

C-9.8 Property association

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

C-9.9 Fire Code, Engineering, and Floodplain Conformance

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

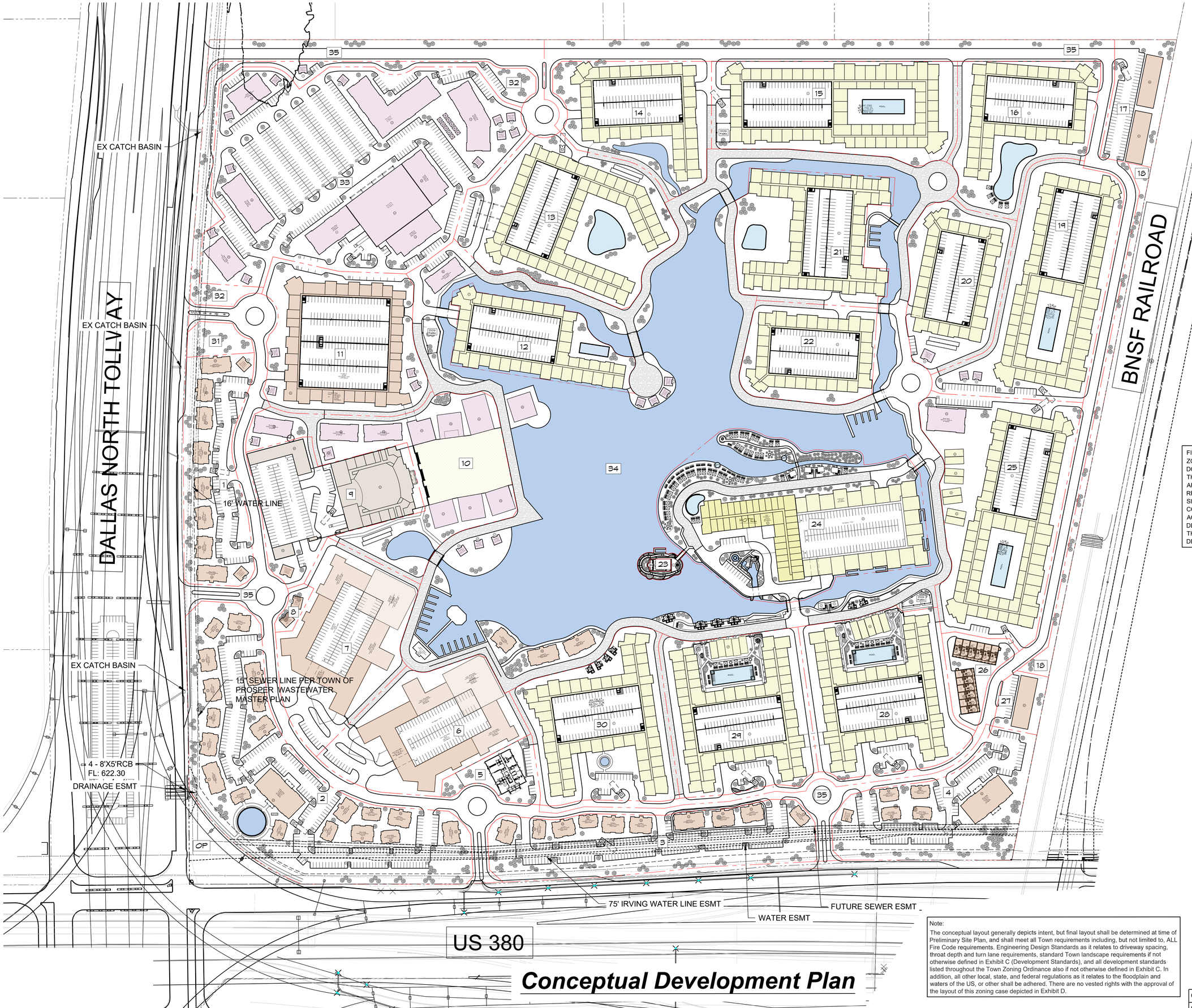
(b) Reconfiguration or modification of the layout shown on the Conceptual Development Plan or any other exhibit that is required to satisfy the Fire Code, the Town’s Engineering Design Standards, or applicable floodplain or waters-of-the-United-States regulation is not a variation

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

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

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

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

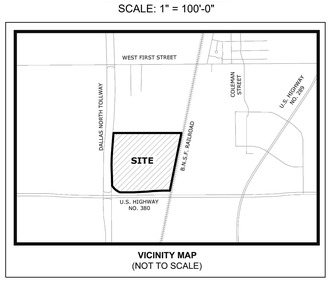


PASSEGGIATA:
The continuous promenade located at the edge of the lagoon.
A 26' wide fire lane with limited access to vehicular traffic.

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

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

0 50 100 150 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'-0"



VICINITY MAP
(NOT TO SCALE)

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

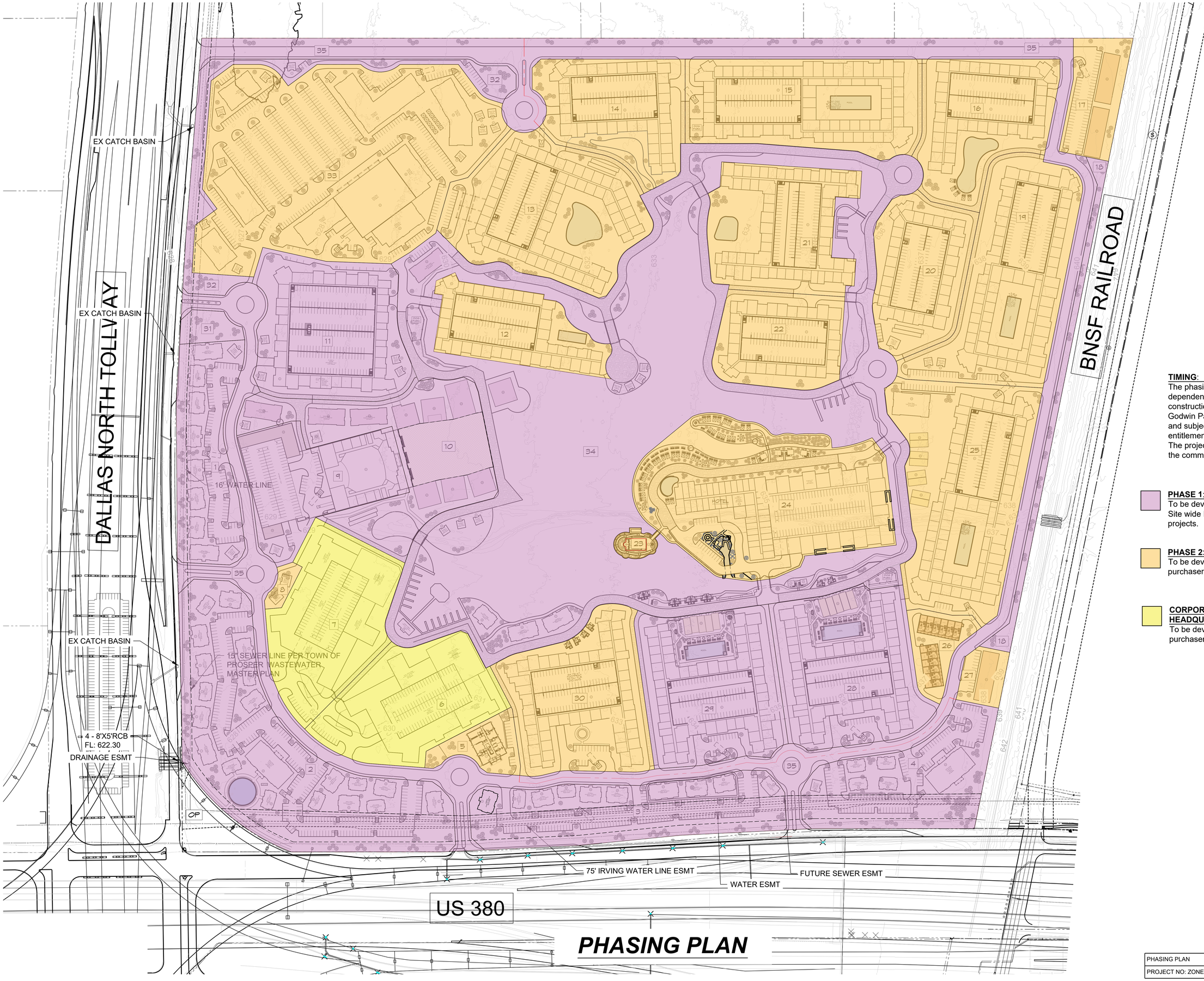
Conceptual Development Plan

OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
DALLAS, TX 75229
214-638-6813

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

THE MARCO

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



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

PHASE 1:
To be developed to begin the project. Site wide Infrastructure and initial projects.

PHASE 2:
To be developed as directed by pad purchasers.

CORPORATE OFFICE/ HEADQUARTERS:
To be developed as directed by pad purchasers.

0 50 100 150 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'-0"

OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
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THE MARCO

PHASING PLAN

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



THE MARCO · PLANNED DEVELOPMENT · PROSPER, TEXAS

Exhibit F

Conceptual Elevations

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

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

REPRESENTATIVE BUILDING · 01



The Canal District

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

REPRESENTATIVE BUILDING · 02



The Hotel

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

REPRESENTATIVE BUILDING · 03



The Retail Promenade

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

REPRESENTATIVE BUILDING · 04



The Office Condominiums

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

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



ARRIVAL & GATEWAY

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



WATER, CANALS & LAGOON

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



WATER, CANALS & LAGOON

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



WATER, CANALS & LAGOON

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



WATER, CANALS & LAGOON

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



STREETS, ARCADES & STOREFRONTS

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



STREETS, ARCADES & STOREFRONTS

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



STREETS, ARCADES & STOREFRONTS

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



STREETS, ARCADES & STOREFRONTS

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



STREETS, ARCADES & STOREFRONTS

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



CIVIC & GATHERING

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



CIVIC & GATHERING

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



CIVIC & GATHERING

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



DINING & EVENING LIFE

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



DINING & EVENING LIFE

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

Character & Materials

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

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

MATERIAL PALETTE

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

THE MARCO

Planned Development District

EXHIBIT G

Landscape Plan and Plant List

Exhibit G — Landscape Plan and Plant List

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

G-1. Intent

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

G-2. Landscape Framework

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

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

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

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

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

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

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

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

G-3. General Provisions

(a) The plant schedule in §G-4 constitutes the approved plant list for the District for purposes of UDC §2.08.

(b) Plant material shall meet the minimum sizes and installation standards of UDC §2.08 at the time of planting, except as modified by Exhibit C.

(c) Additional species, and substitutions of listed species, may be approved by the Director of Development Services.

(d) No single tree species shall exceed 45 percent of the required tree plantings within any Planning Area.

(e) Artificial turf may be used in nonresidential areas upon Town staff approval in accordance with UDC §2.08.G.1.

G-4. Plant Schedule

Canopy Trees

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

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

Evergreen and Vertical Accent Trees

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

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

Ornamental Trees

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

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

Palms

Accent palms for the waterfront and select courtyard settings.

Common Name	Botanical Name
Texas Sabal Palm	*Sabal mexicana*
Windmill Palm	*Trachycarpus fortunei*
Dwarf Palmetto	*Sabal minor*

Shrubs and Hedges

Evergreen structure, hedging, screening, and foundation planting.

Common Name	Botanical Name
Dwarf Yaupon Holly	*Ilex vomitoria 'Nana'*
Dwarf Wax Myrtle	*Morella cerifera var. pumila*

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

Ornamental Grasses

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

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

Groundcovers

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

Common Name	Botanical Name
Asiatic Jasmine	*Trachelospermum asiaticum*
Liriope (Lily Turf)	*Liriope muscari*
Mondo Grass	*Ophiopogon japonicus*

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

Vines and Climbers

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

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

Perennials and Container Plantings

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

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

Lagoon and Canal Margins

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

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

Turf

Lawn areas within parks, greens, and open space.

Common Name	Botanical Name
Common Bermudagrass and hybrid cultivars	*Cynodon dactylon*
Buffalograss	*Bouteloua dactyloides*
Zoysiagrass	*Zoysia spp.*



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

0 50 100 150 200

GRAPHIC SCALE IN FEET
SCALE: 1" = 100'-0"

OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
DALLAS, TX 75229
214-638-6813

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

THE MARCO

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



Building Heights

AREA A:
14 stories / 190 ft

AREA B:
8 stories / 160 ft

PERIMETER:
Within 75 ft of off-site single-family-zoned property: 2 stories / 40 ft; thereafter 1 ft of additional setback per 1 ft of height above 40 ft

0 50 100 150 200

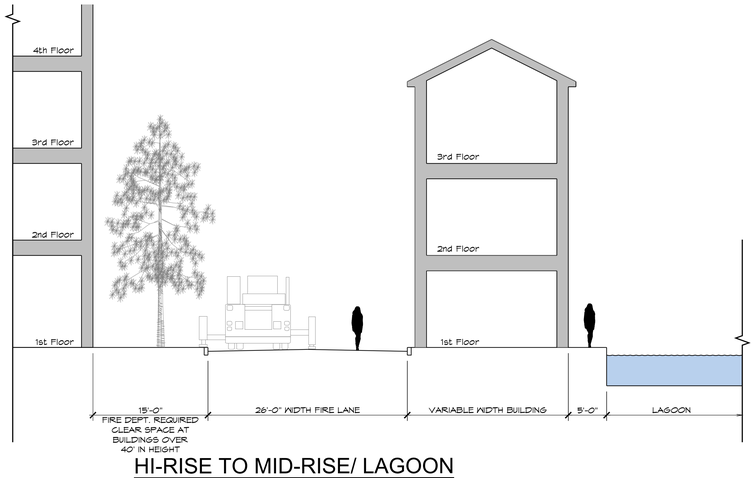
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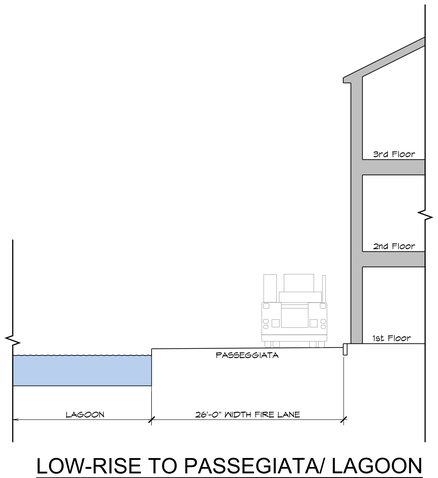
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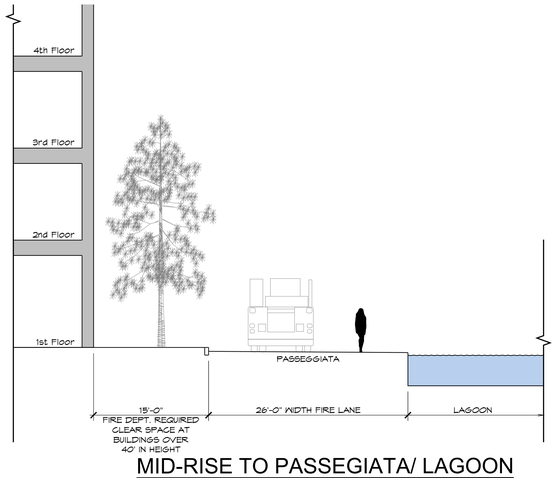
BUILDING HEIGHTS PLAN	142.996 ACRES	EXHIBIT-J
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



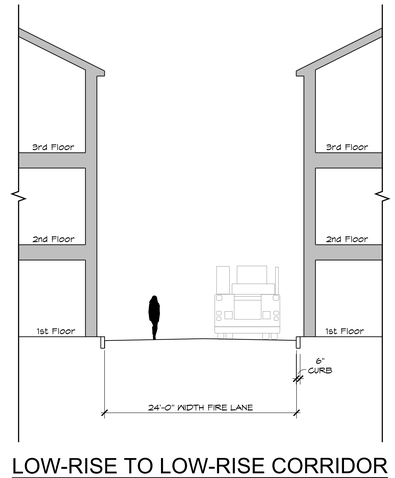
HI-RISE TO MID-RISE/ LAGOON



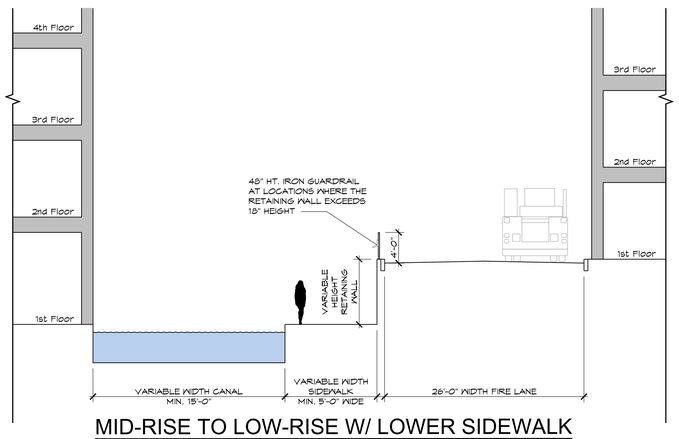
LOW-RISE TO PASSEGIATA/ LAGOON



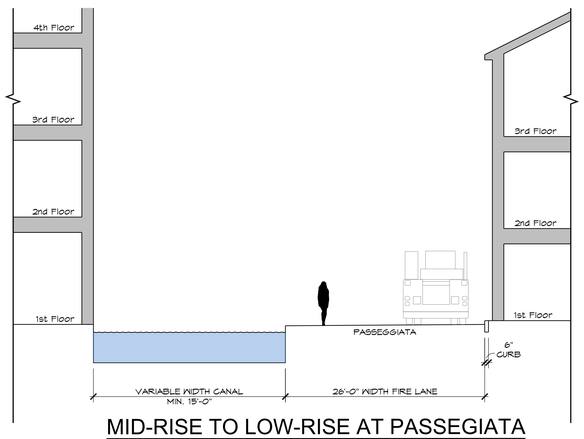
MID-RISE TO PASSEGIATA/ LAGOON



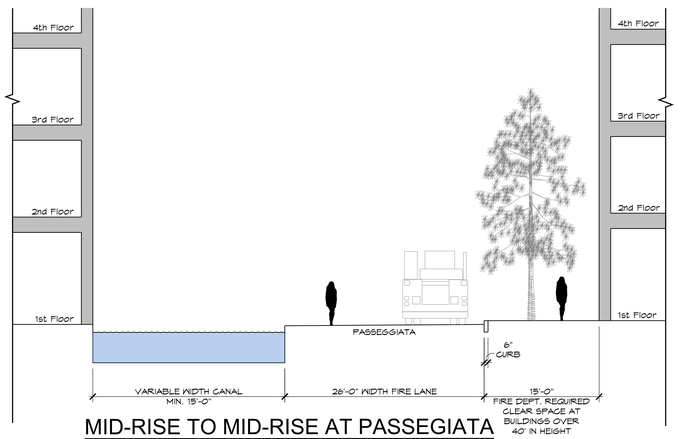
LOW-RISE TO LOW-RISE CORRIDOR



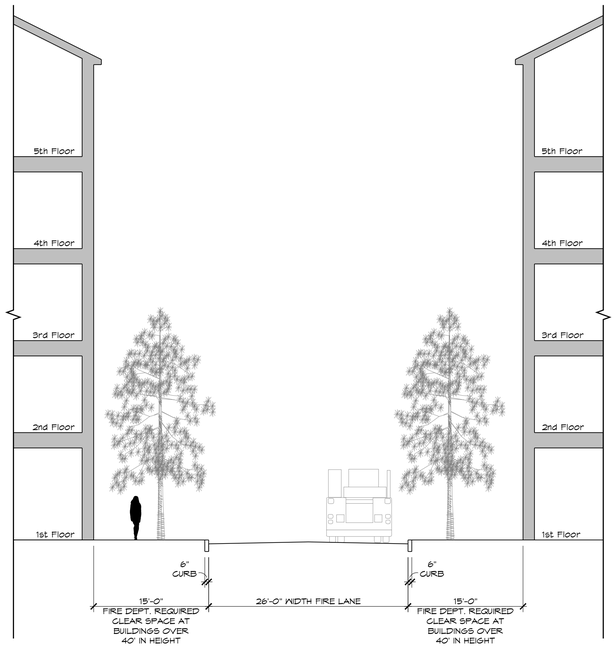
MID-RISE TO LOW-RISE W/ LOWER SIDEWALK



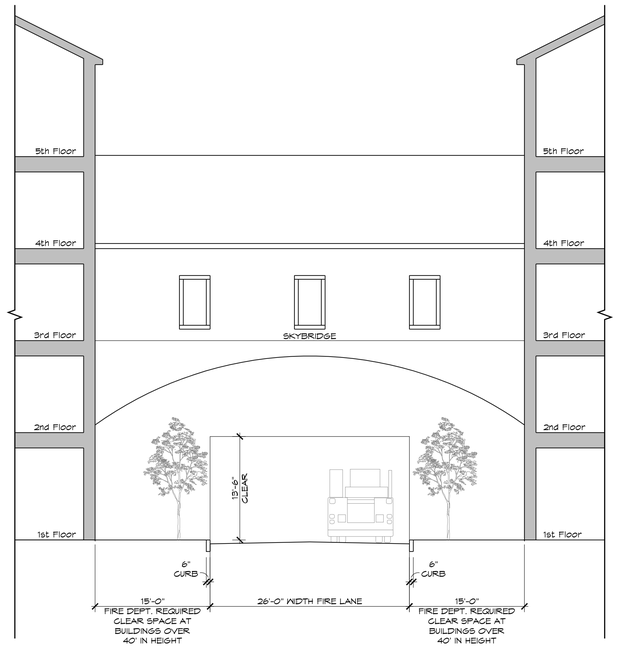
MID-RISE TO LOW-RISE AT PASSEGIATA



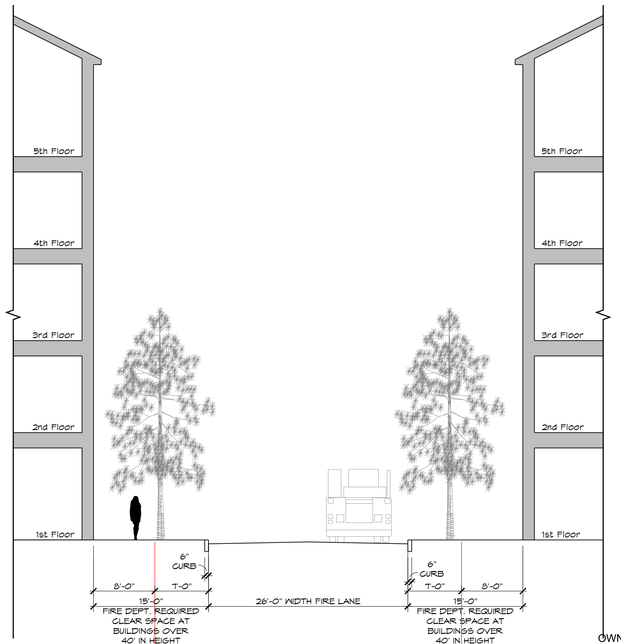
MID-RISE TO MID-RISE AT PASSEGIATA



MID-RISE TO MID-RISE CORRIDOR



SKYBRIDGE



TYP. R.O.W.

THOROUGHFARE AND STREET SECTIONS

OWNER: GODWIN INVESTMENTS, LTD.
10348 STRAIT LANE
DALLAS, TX 75229
214-638-6813

APPLICANT: BLACKSTONE COMMUNITIES
401 ADRIATIC PKWY.
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THE MARCO

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

PLANNING AREA 4

PLANNING AREA 3

PLANNING AREA 2

PLANNING AREA 5

PLANNING AREA 1

BNSF RAILROAD

DALLAS NORTH TOLLWAY

US 380

EX CATCH BASIN

EX CATCH BASIN

EX CATCH BASIN

16" WATER LINE

15" SEWER LINE PER TOWN OF PROSPER WASTEWATER MASTER PLAN

4 - 8'X5'RCB
FL: 622.30
DRAINAGE ESMT

75' IRVING WATER LINE ESMT

WATER ESMT

FUTURE SEWER ESMT

OP

HOTEL

POOL

POOL PARK

PLANNING AREA 1
Tollway / 380 Frontage 1,250,962 S.F. 28.7 Acres 20%
The employment and hospitality frontage along the Dallas North Tollway and U.S. 380, accommodating office, a hotel, and structured parking, with the landscaped tollway edge required by the DNT Standards. Multifamily is set back from the Tollway frontage under B-5.2, reserving the frontage for office and hospitality.

PLANNING AREA 2
Village Core: 487,694 S.F. 11.2 Acres 8%
The mixed-use core at the lagoon, containing the public square, the performing arts venue, a hotel, canals, and a passeggiata, with ground-floor retail and the development's tallest building and tower elements.

PLANNING AREA 3
Waterfront / Neighborhood: 2,776,096 S.F. 63.7 Acres 45%
High-and mid-rise residential addressing the lagoon, at the highest residential densities in the development.

PLANNING AREA 4
Mercato: 643,543 S.F. 14.8 Acres 10%
Lower-intensity residential comprising villas, townhomes, and flats, together with live - work units and neighborhood-serving retail.

PLANNING AREA 5
Open Space / Lagoon: 1,061,214 S.F. 24.4 Acres 17%
The lagoon and its promenade, canals, and perimeter trail, serving as the development's central open space and as regional stormwater detention.

0 50 100 150 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'-0"

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THE MARCO

Planning Areas

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

TOWN OF PROSPER
A Place Where Everyone Matters

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 Saddle Creek Commercial**

Town Council Meeting – November 24, 2026

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

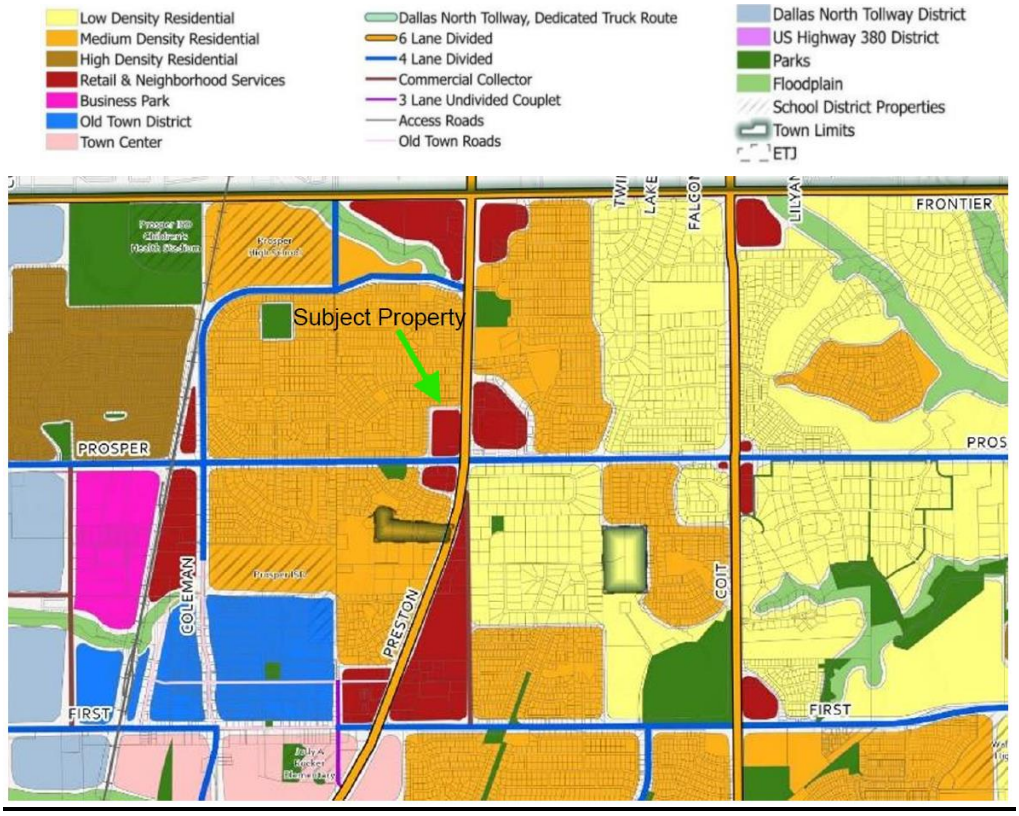
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Agenda Item:
Conduct a Public Hearing and consider and act upon a request to amend a portion of Planned Development-31 to create a new Planned Development on Saddle Creek Commercial, Block A, Lots 2R and 3, for non-residential uses (office, restaurant, retail), on 13.6± acres, located on the west side of Preston Road, 225± feet north of Prosper Trail. (ZONE-26-0012)

Description of Agenda Item:
In 2006, a Planned Development (PD-31) was approved for the development of 103 acres with 15 acres at the intersection of Preston Road and Prosper Trail allocated for commercial and office uses and the balance of the property planned for single family development. The residential property has been fully developed as Saddle Creek subdivision. A bank was constructed at the corner of Preston Road and Prosper Trail in 2017, and a dentist office was constructed at the northeast corner of the property.

The existing Planned Development allows for up to six acres of commercial/retail uses with the remainder developed for offices. The uses allowed within the six acre portion are elaborated in the "Uses" section of this report. The proposed Planned Development standards include updating the list of permitted uses, modifying the layout of development with an emphasis on open space, ponds, and enhanced pavement for pedestrian walkability, and creating architectural and lighting standards, as elaborated below and found in the Development Standards (Exhibit C).

Future Land Use Plan:
The Future Land Use Plan recommends Retail and Neighborhood Services.



Zoning:
The property is zoned Planned Development-31 (Retail/Office).

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-31 (Retail/Office)	Dentist & Vacant Property	Retail and Neighborhood Services
North	Planned Development-31 (Single Family)	Residential (Single-Family)	Medium Density Residential
East	Planned Development-68 (Retail)	Retail Center	Retail and Neighborhood Services
South	Commercial & Planned Development-46 (Retail)	Retail Center	Retail and Neighborhood Services
West	Planned Development-31 (Single Family)	Residential (Single-Family)	Medium Density Residential

District Regulations:
The district regulations within this proposed Planned Development compared to the regulations in the current Planned Development are shown below.

	Proposed Regulations	Existing PD-31 Regulations
Development Area	Approximately 13.6 acres	15 acres - Max 6 acres – Commercial/Retail - Remainder – Professional Office
Size of Yards (Lot 2R)	**Front:** 30 ft **Side:** 0 ft (Attached Non-Residential Buildings) 10 ft (Adj. to Non-Residential) 80 ft (1-Story Adj. to Residential) 150 ft (2-Story Adj. to Residential) **Rear:** 0 ft (Attached Non-Residential Buildings) 10 ft (Adj. to Non-Residential) 80 ft (1-Story Adj. to Residential) 150 ft (2-Story Adj. to Residential)	**Front:** 30 ft **Side:** 10 ft 30 ft (1-Story Adj. to Res.) 40 ft (2-Story Adj. to Res.) **Rear:** (base zoning standard) 15 ft (Adj. to Non-Residential) 60 ft (Adj. to Residential)
Size of Yards (Lot 3 – Dental Office)	**Front:** 30 ft **Side:** 0 ft (Attached Non-Residential Buildings) 10 ft (Adj. to Non-Residential) 30 ft (1-Story Adj. to Residential) 40 ft (2-Story Adj. to Residential) **Rear:** 0 ft (Attached Non-Residential Buildings) 10 ft (Adj. to Non-Residential) 30 ft (1-Story Adj. to Residential) 40 ft (2-Story Adj. to Residential)	
Size of Lots	**Area:** 10,000 square feet (base zoning standard) **Width:** 100 ft **Depth:** 100 ft	**Area:** 7,000 square feet (base zoning standard) **Width:** 120 ft **Depth:** 120 ft
Maximum Height	**Height: (Inclusive of Architectural elements and roof forms.)** One-Story Buildings – 30 ft Two-Story Buildings – 45 ft	**Height:** Maximum 2 stories – 40 ft
Lot Coverage	**Maximum:** 20%	**Maximum:** 35%

Uses:

Current PD-31 Permitted Uses

1. Administrative, Medical, or Professional Office
2. Banks, Savings, and Loans and Credit Unions with drive-through
3. Pharmacy with drive through
4. Dry Cleaner, minor
5. Small Animal Veterinary Clinic
6. Restaurants, no drive through
7. Day Care Center, Child
8. Health/Fitness Center
9. Insurance Office
10. Print/Copy/Private Post Office
11. Rehabilitation Care Center – day uses by Specific Use Permit
12. Compatible uses as approved by the Town Council upon request

Proposed Uses

The list of permitted uses within this Planned Development is shown below.

Uses followed by a **(C)** are permitted subject to conditional development standards.
Uses followed by an **(S)** require a Specific Use permit.

1. Administrative, Medical, or Professional Office
2. Antique Shop
3. Bank, Savings & Loan, Credit Union
4. Beauty Salon / Barber Shop
5. Catering
6. Child Care Center, Licensed **(S)**
7. Dry cleaning, Minor
8. Farmers Market **(S)**
9. Gymnastics / Dance Studio **(S)**
10. Health / Fitness Center **(S)**
11. Museum / Art Gallery
12. Private Recreation Center
13. Retail Stores & Shops
    a. Grocery Store, Food Market, Meat Market **(S)**
14. Restaurant **(C)**
    a. Restaurants are permitted by right in Buildings 1, 2, 3, 4, 7, & 8 only as shown on Exhibit D. Restaurants are only permitted in Buildings 5A, 5B, 5C, 5D, & 6 by SUP. No restaurant approved through an SUP may front facing west on Buildings 5A, 5B, or 5C or north or west on buildings 5D and 6 as shown on Exhibit D.
15. Veterinary Clinic

Architectural and Building Design Standards:

A dentist building was recently constructed on the subject property. The architecture of that building is representative of the architecture planned for the buildings in the development. There will be similar materials, colors and architectural features throughout the development and on all sides of the building.

No balconies may face residential properties.

Building materials are as follows:

- Masonry materials shall constitute a minimum of 80% of the building materials.
  Masonry Materials
  - Brick (including thin brick),
  - Stone: natural stone, cast stone, manufactured stone
  - Rock
  - Marble
  - Granite
  - Architectural concrete masonry units (CMU) with a polished, burnished, honed, ground, or split faced finish, poured-in-place concrete, and tilt-wall concrete. Concrete products shall have an integrated color and be textured or patterned. Tilt-wall concrete structures shall include reveals, punch-outs, or other similar surface characteristics and adornments to enhance the façade. These products are allowed on no more than percent (10%) of each façade.

- Non-masonry materials may be incorporated on up to 20% of a façade (excluding area occupied by windows and doors).
  - Stucco (3-coat cement plaster system)
  - Pre-finished aluminum components and trim
  - Architectural steel elements
  - Architectural metal panels and composite metal panels and trim
  - Pre-finished aluminum louver systems
  - Simulated or real wood
  - High-density architectural quality fiber cement panels

Parking:

Parking will be provided per requirements of the Unified Development Code. Should the property be subdivided, parking standards must be met on a per lot basis.

Open Space and Amenities:

Open space shall be in accordance with the design shown on the Open Space Plan (Exhibit H). The Saddle Creek development includes several ponds along Preston Road and Prosper Trail. Three additional ponds will be added in close proximity to nine of the ten buildings. Building patios shall front on open spaces as reflected on the Conceptual Plan (Exhibit D) and the Open Space Plan (Exhibit H) unless otherwise approved by the Director of Development Services.

The areas adjacent to the ponds will include pedestrian amenities, such as:

- seating
- benches
- tables
- fountains
- gazebos
- pavilions
- patios
- fire pits
- lawn games
- other similar amenities

Screening:
Screening is required between the adjacent residential subdivision and the non-residential development. There is an existing masonry wall along the perimeter of the property. A minimum 15-foot landscape buffer will be provided along the property line. Rather than installing the required one three-inch shade tree every 30 feet, the development standards require planting a 5-inch caliper evergreen tree every 20 feet. Landscape buffers must be exclusive of easements and shall be increased to 30 feet where a single building is greater than 25,000 square feet.

Internal Pedestrian Connectivity:
Pedestrian connections are planned for throughout the development to connect all buildings and provide access to the adjacent streets. There is a section of drive aisle and adjacent parking rows situated between a grouping of five buildings and pond that will be enhanced pavement (pavers).

Thoroughfare Plan:
This property has access to Prosper Trail and Preston Road.

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

Legal Obligations and Review:
Notification was provided as required by the Unified Development Code and state law. Staff has received responses to the proposed zoning, and they are included in the attached documents.

Attached Documents:
1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit A-1 – Written Metes and Bounds
5. Exhibit A-2 – Boundary Exhibit
6. Exhibit B – Letter of Intent
7. Exhibit C – Development Standards
8. Exhibit D – Conceptual Plan
9. Exhibit E – Development Schedule
10. Exhibit F – Elevations
11. Exhibit G – Landscape Plan
12. Exhibit H – Open Space Plan
13. Draft Development Agreement
14. Approved Preliminary Site Plan (DEVAPP-25-0088)
15. Planned Development-31 Conceptual Plan
16. Citizen Responses
17. PowerPoint Slides

Town Staff Recommendation:
Staff recommends approval of the proposed Planned Development as it is compliant with the Comprehensive Plan. Additionally, the development regulations protect the adjacent residential neighborhood to a greater extent than the existing Planned Development by using building setbacks, trash locations and orientation, architectural standards, and criteria for what uses are permitted.

Planning and Zoning Commission Recommendation:

On October 20, 2026, the Planning and Zoning Commission approved the item by a vote of 6-0, subject to the following conditions which have been addressed by the applicant and are reflected in the exhibits.

- Requiring a Specific Use Permit for Gymnastics/Dance Studio, Health/Fitness Center, and a Grocery Store, and the removal of the following uses:
  - Alcoholic Beverage Establishment
  - Massage Therapy / License
  - Insurance Office
  - Governmental Office
- Setbacks along the north and west property lines were confirmed to be 150 feet for 2-story buildings and 80 feet for 1-story buildings.
- Open Space minimum is 10.8 percent.
- Removal of the dumpster at the northwest corner of Building 4 and the adjustment of the dumpster north of Building 5B.

Proposed Motion:

I move to approve/deny the request to amend a portion of Planned Development-31 to create a new Planned Development on Saddle Creek Commercial, Block A, Lots 2R and 3, for non-residential uses (office, restaurant, retail), on 13.6± acres, located on the west side of Preston Road, 225± feet north of Prosper Trail.



TOWN OF PROSPER

0 175 350 700 Feet

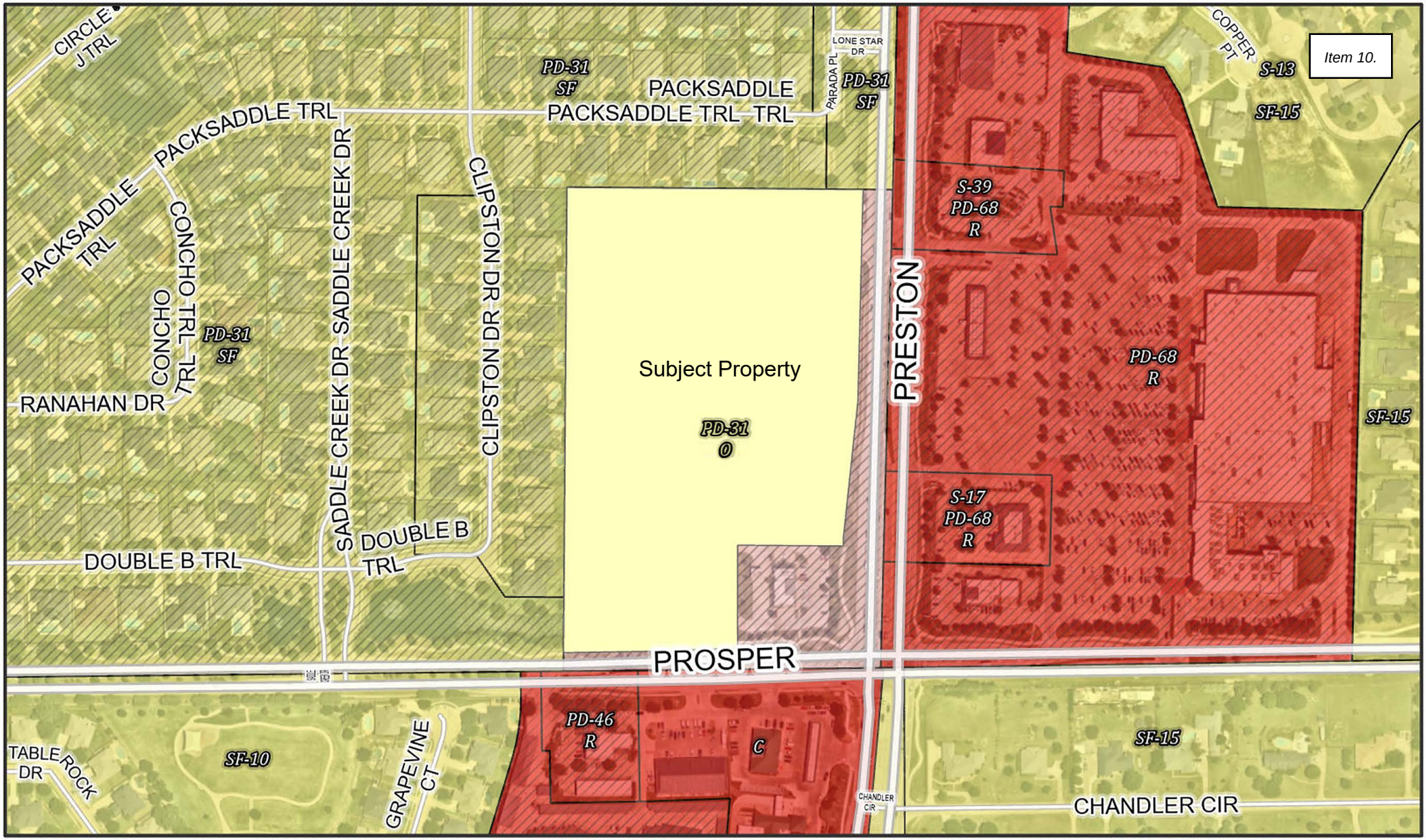


This map for illustration purposes only

ZONE-26-0012

Saddle Creek Commercial

Planned Developm



TOWN OF PROSPER

0 175 350 700 Feet



This map for illustration purposes only

ZONE-26-0012

Saddle Creek Commercial

Planned Developn

Future Land Use Exhibit

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

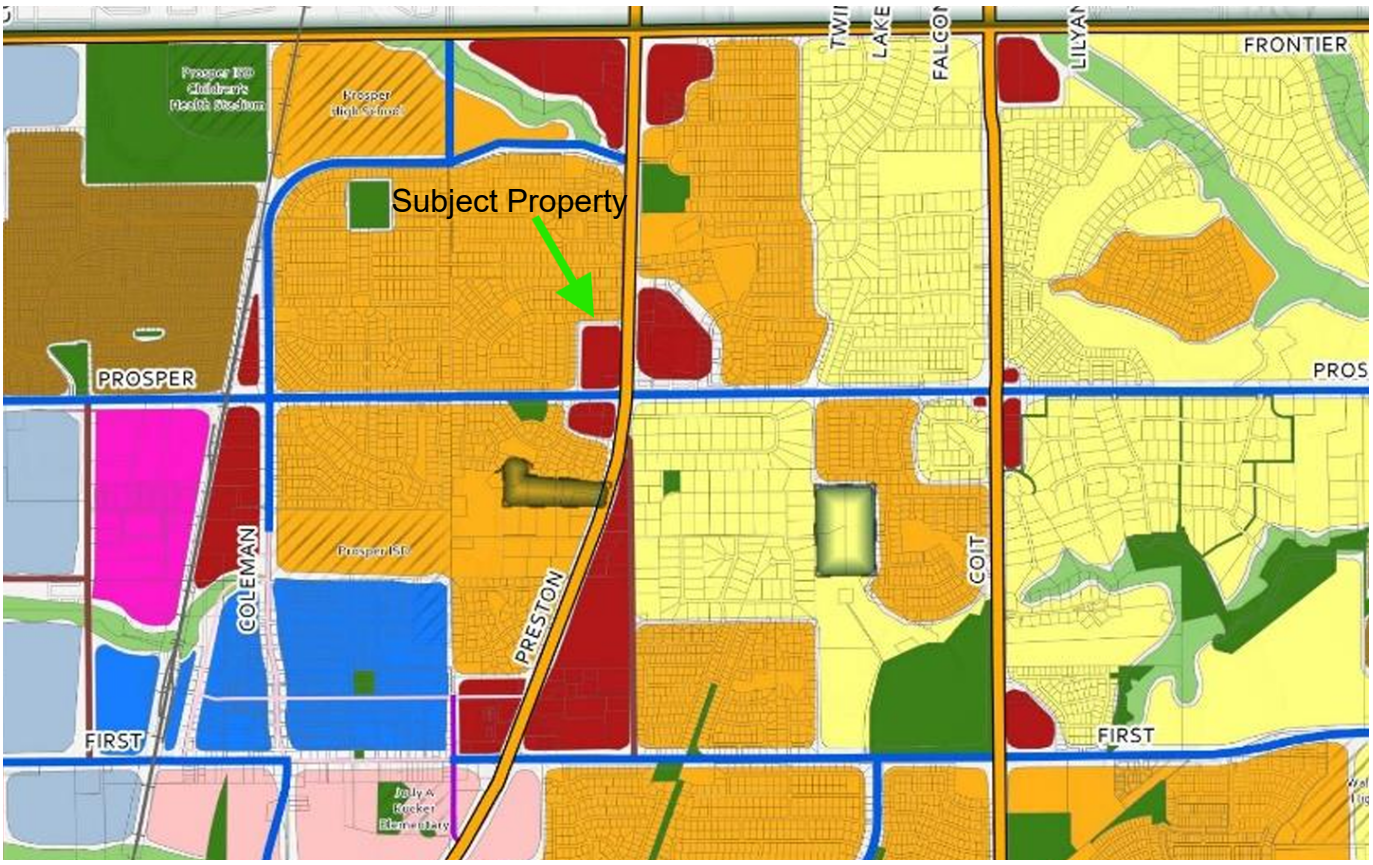


EXHIBIT A-1: LEGAL DESCRIPTION

BEING a tract of land situated in the Spencer Rice Survey, Abstract Number 787, Town of Prosper, Collin County, Texas, said tract being all of Block A, Lot 2R and Block A, Lot 3 of the replat of Saddle Creek Commercial, an addition to the Town of Prosper, Texas as recorded in Instrument Number 2025010000403 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "DAA" found on the west right-of-way of Preston Road, a variable width right-of-way, for the southeast corner of Tract 1X, Block F of Saddle Creek Phase One, an addition to the Town of Prosper, Texas as recorded in Instrument Number 20080130010000330 of the Official Public Records of Collin County, Texas, same being the northeast corner of said Block A, Lot 3;

THENCE along the west right-of-way of said Preston Road same being the east line of said Block A, the following courses and distances;

South 01 degrees 24 minutes 51 seconds West, a distance of 467.21 feet to a TXDOT Monument (Aluminum Disk) found for corner;

South 06 degrees 03 minutes 50 seconds West, a distance of 301.01 feet to a TXDOT Monument (Aluminum Disk) found for corner;

South 01 degrees 23 minutes 18 seconds West, a distance of 19.87 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the most easterly southeast corner of said Block A, Lot 2R, same being the northeast corner of Block A, Lot 1 of Saddle Creek Commercial, an addition to the Town of Prosper, Texas as recorded in Instrument Number 20180301010000970 of the Official Public Records of Collin County, Texas

THENCE North 89 degrees 33 minutes 52 seconds West along the common line of said Block A, Lot 1, and said Block A, Lot 2R, a distance of 232.92 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northwest corner of said Block A, Lot 1, same being an ell corner of said Block A, Lot 2R;

THENCE South 00 degrees 03 minutes 35 seconds East continuing along the common line of said Block A, Lot 1, and said Block A, Lot 2R, a distance of 226.98 feet to a 5/8 inch iron rod with cap stamped "TNP" found on the north right-of-way of Prosper Trail, a variable width right-of-way for the southwest corner of said Block A, Lot 1, same being the most southerly southeast corner of said Block A, Lot 2R;

THENCE South 88 degrees 02 minutes 52 seconds West along the south line of said Block A, Lot 2R and the north right-of-way of said Prosper Trail, a distance of 207.55 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

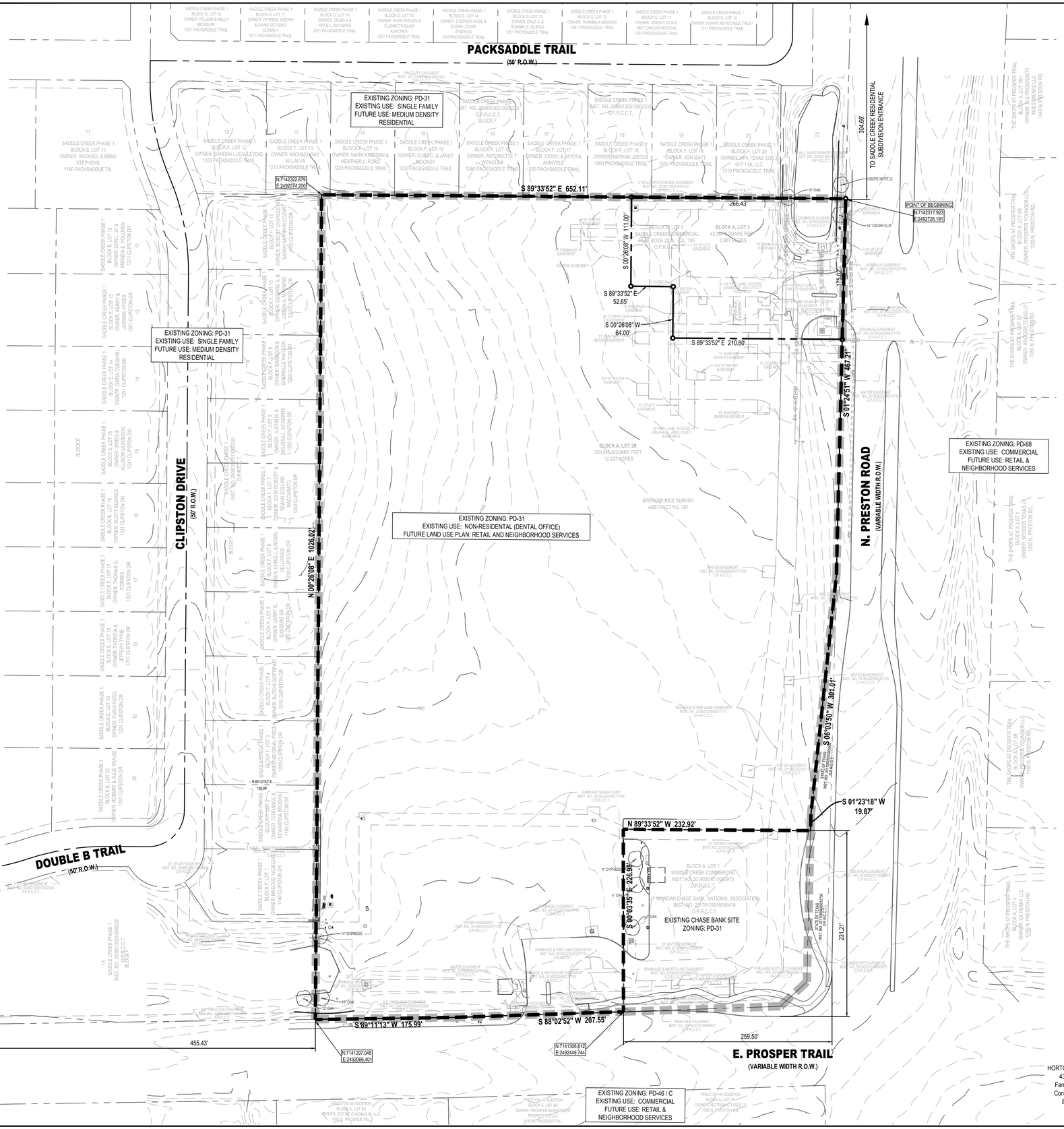
THENCE South 89 degrees 11 minutes 13 seconds West continuing along the south line of said Block A, Lot 2R and the north right-of-way of said Prosper Trail, a distance of 175.99 feet to a "X" Cut found for the southeast corner of Tract 1X, Block F of said Saddle Creek Phase One same being the southwest corner of said Block A, Lot 2R;

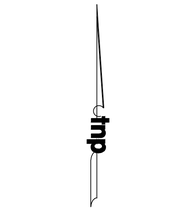
THENCE North 00 degrees 26 minutes 08 seconds East departing the north right-of-way of said Prosper Trail and along the common of said Saddle Creek Phase One and said Block A, Lot 2R, a distance of 1026.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the northwest corner of said Block A, Lot 2R, same being an inner ell corner of said Saddle Creek Phase One;

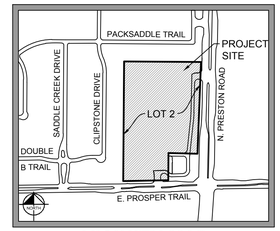
THENCE South 89 degrees 33 minutes 52 seconds East continuing along the common of said Saddle Creek Phase One and said Block A, Lot 2R, a distance of 652.11 feet to the POINT OF BEGINNING containing 593,039 square feet, or 13.614 acres of land.



Brian Jay Maddox II
Registered Professional Land Surveyor Texas No. 6659
Teague Nall and Perkins, Inc.
April 20, 2026







VICINITY MAP
NOT TO SCALE

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED ZONING LINE
- EXISTING ZONING LIMITS

SITE INFORMATION	
TOTAL LAND AREA:	13,614 AC. (593,039 S.F.)
CURRENT ZONING:	PD-31 - MIXED USE
PROPOSED ZONING:	PLANNED DEVELOPMENT
EXISTING USE:	DENTAL OFFICE WITH REMAINING PROPERTY VACANT
PROPOSED USE:	MIXED USE - RETAIL, OFFICE, AND RESTAURANT
FUTURE LAND USE:	RETAIL & NEIGHBORHOOD SERVICES DISTRICT

NOTE: THE SITE IS SITUATED IN ZONE "X" OUTSIDE OF THE 100 YEAR FEMA FLOOD PLAIN AS SHOWN ON EXISTING FEMA MAPS 48085C0235J AND 48085C0120J BOTH EFFECTIVE ON 6/2/2009.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

BEING a tract of land situated in the Spencer Rice Survey, Abstract Number 787, Town of Prosper, Collin County, Texas, said tract being all of Block A, Lot 2R and Block A, Lot 3 of the replat of Saddle Creek Commercial, an addition to the Town of Prosper, Texas as recorded in Instrument Number 20250110000403 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "DAA" found on the west right-of-way of Preston Road, a variable width right-of-way, for the southeast corner of Tract 1X, Block F of Saddle Creek Phase One, an addition to the Town of Prosper, Texas as recorded in Instrument Number 20080130010000330 of the Official Public Records of Collin County, Texas, same being the northeast corner of said Block A, Lot 3;

THENCE along the west right-of-way of said Preston Road same being the east line of said Block A, the following courses and distances;

South 01 degrees 24 minutes 51 seconds West, a distance of 467.21 feet to a TXDOT Monument (Aluminum Disk) found for corner;

South 06 degrees 03 minutes 50 seconds West, a distance of 301.01 feet to a TXDOT Monument (Aluminum Disk) found for corner;

South 01 degrees 23 minutes 18 seconds West, a distance of 19.87 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the most easterly southeast corner of said Block A, Lot 2R, same being the northeast corner of Block A, Lot 1 of Saddle Creek Commercial, an addition to the Town of Prosper, Texas as recorded in Instrument Number 20180301010000970 of the Official Public Records of Collin County, Texas

THENCE North 89 degrees 33 minutes 52 seconds West along the common line of said Block A, Lot 1, and said Block A, Lot 2R, a distance of 232.92 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northwest corner of said Block A, Lot 1, same being an ell corner of said Block A, Lot 2R;

THENCE South 00 degrees 03 minutes 35 seconds East continuing along the common line of said Block A, Lot 1, and said Block A, Lot 2R, a distance of 226.98 feet to a 5/8 inch iron rod with cap stamped "TNP" found on the north right-of-way of Prosper Trail, a variable width right-of-way for the southwest corner of said Block A, Lot 1, same being the most southerly southeast corner of said Block A, Lot 2R;

THENCE South 88 degrees 02 minutes 52 seconds West along the south line of said Block A, Lot 2R and the north right-of-way of said Prosper Trail, a distance of 207.55 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

THENCE South 89 degrees 11 minutes 13 seconds West continuing along the south line of said Block A, Lot 2R and the north right-of-way of said Prosper Trail, a distance of 175.99 feet to a "X" Cut found for the southeast corner of Tract 1X, Block F of said Saddle Creek Phase One same being the southwest corner of said Block A, Lot 2R;

THENCE North 00 degrees 26 minutes 08 seconds East departing the north right-of-way of said Prosper Trail and along the common of said Saddle Creek Phase One and said Block A, Lot 2R, a distance of 1026.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the northwest corner of said Block A, Lot 2R, same being an inner ell corner of said Saddle Creek Phase One;

THENCE South 89 degrees 33 minutes 52 seconds East continuing along the common of said Saddle Creek Phase One and said Block A, Lot 2R, a distance of 652.11 feet to the POINT OF BEGINNING containing 593,039 square feet, or 13.614 acres of land.

CASE NO. ZONE-26-0012

EXHIBIT A-2

PROPERTY EXHIBIT
SADDLE CREEK COMMERCIAL
BLOCK A, LOT 2R & 3

593,039 SQUARE FEET
13.614 ACRES
BEING ALL OF BLOCK A, LOT 2R AND BLOCK A LOT 3 OF THE REPLAT OF SADDLE CREEK COMMERCIAL, AN ADDITION TO THE TOWN OF PROSPER, TEXAS AS RECORDED IN INSTRUMENT NUMBER 2025010000403 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

SITUATED IN THE
SPENCER RICE SURVEY, ABSTRACT NUMBER 787
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER
HORTON LIVING TRUST
436 Dixon Road
Farragut, TN 37934
Contact: Roy Horton
865.675.1255

OWNER
SADDLE CREEK INVESTMENTS, LTD.
17300 Dallas Parkway, Suite 3110
Dallas, Texas 75248
Contact: Brad Burns
972.931.9585

PROJECT INFORMATION
Project No.: BRB 23074
Date: OCTOBER 2, 2026
Drawn By: CAS
Scale: 1"=60'

SHEET 1 of 1

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Jay Maddox

ENGINEER
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Cameron Slown

Exhibit B

Statement of Intent and Purpose

The purpose of this submittal is to request the amendment to Saddle Creek Planned Development, PD-31, originally approved in June 2006, to the Section 3.0 titled Planned Development Tract 2 – Mixed Use. Tract 2 has to do with a 15-acre commercial tract.

PD-31 Tract 1, approximately 85 acres, was originally zoned for Single Family-15 District residential use. This 85-acre single family development was fully developed out a few years ago.

The request is to change the current zoning to match current zoning standards and language and market demand and conditions to Retail District as it exists with additional office use space as it exists or may be added.

This Planned Development amendment request is for the purpose of developing high-end quality plaza-type retail and restaurant uses with some office spaces with integrated open spaces for pedestrians, ponds, fountains, benches, and walkways among trees and landscape areas between the stores, restaurants and buildings. The vision is to establish a “place” for people to stroll, sit, and enjoy a pleasant surrounding as they shop, dine, or office in this retail environment.

The amended Planned Development would allow and encourage a mix of retail, restaurant, office, and service, uses to attract people from nearby neighborhoods to spend time at a beautiful plaza as their “place” to meet.

Exhibit C
ZONE-26-0012

Saddle Creek Commercial
Planned Development Standards

General Description: This district will provide the ability to encourage and accommodate the development of a combination of uses on a tract of land that is located at the corner of Preston Road and Prosper Trail. *(This district excludes the hard corner which is developed as a financial institution.)* Development standards for the aforementioned building types are outlined within this text. This property may develop under the regulations of the Unified Development Code, as it exists or may be amended, subject to the specific provisions contained herein below.

Conceptual Plan – Zoning Exhibit D: A Conceptual Plan is hereby attached and made part of the ordinance. It establishes the most general guidelines for the district by identifying the land use types, approximate thoroughfare locations and project boundaries and illustrates the integration of these elements into a master plan for the whole district.

Permitted Uses: Land uses permitted within this Planned Development are listed below. Uses followed by a **(C)** are permitted subject to conditional development standards, as set forth in the Unified Development Code, as it exists or may be amended. Uses followed by an **(S)** require a Specific Use permit.

1. Administrative, Medical, or Professional Office
2. Antique Shop
3. Bank, Savings & Loan, Credit Union
4. Beauty Salon / Barber Shop
5. Catering
6. Child Care Center, Licensed **(S)**
7. Dry cleaning, Minor
8. Farmers Market **(S)**
9. Gymnastics / Dance Studio **(S)**
10. Health / Fitness Center **(S)**
11. Museum / Art Gallery
12. Private Recreation Center
13. Retail Stores & Shops
    a. Grocery Store, Food Market, Meat Market **(S)**
14. Restaurant **(C)**
    a. Restaurants are permitted by right in Buildings 1, 2, 3, 4, 7, & 8 only as shown on Exhibit D. Restaurants are only permitted in Buildings 5A, 5B, 5C, 5D, & 6 by SUP. No restaurant approved through an SUP may front facing west on Buildings 5A, 5B, or 5C or north or west on buildings 5D and 6 as shown on Exhibit D.
15. Veterinary Clinic

Building and Area Requirements: Building and area requirements shall be as follows.

1. Development Area: Approximately 13.6 acres as represented on the Conceptual Plan (Exhibit D).
2. Lot Coverage: 20 percent.
3. Lot Width: 100 feet.
4. Lot Depth: 100 feet.
5. Size of Yards – Block A Lot 2R:

a. Front Building Line: The minimum depth of the front yard shall be thirty (30) feet from Preston Road and Prosper Trail.
b. Side Building Line: The minimum side yard building setbacks shall be as follows:
    i. Adjacent to non-residential district: Ten (10) feet. The minimum setback may be eliminated for attached buildings on separate lots as shown on the approved site plan.
    ii. Adjacent to Residential: Eighty (80) feet for a one-story building and one-hundred-fifty (150) feet for a two-story building.
c. Rear Building Line:
    i. Adjacent to non-residential district: Ten (10) feet. The minimum setback may be eliminated for attached buildings on separate lots as shown on the approved site plan.
    ii. Adjacent to Residential: Eighty (80) feet for a one-story building and one-hundred-fifty (150) feet for a two-story building.

6. Size of Yards – Block A Lot 3:
    a. Front Building Line: The minimum depth of the front yard shall be thirty (30) feet from Preston Road and Prosper Trail.
    b. Side Building Line: The minimum side yard building setbacks shall be as follows:
        i. Adjacent to non-residential district: Ten (10) feet. The minimum setback may be eliminated for attached buildings on separate lots as shown on the approved site plan.
        ii. Adjacent to Residential: Thirty (30) feet for a one-story building and forty (40) feet for a two-story building.
    c. Rear Building Line:
        i. Adjacent to non-residential district: Ten (10) feet.
        ii. Adjacent to Residential: Eighty (30) feet for a one-story building and forty (40) feet for a two-story building.
7. Building Height:
    a. One-Story Buildings – 30 feet inclusive of Architectural elements and roof forms
    b. Two-Story Buildings – 45 feet inclusive of Architectural elements and roof forms

Lighting Standards: Lighting shall conform to all applicable requirements of the Town of Prosper Zoning Ordinance; however, any light poles within 100 feet of residential lots will be a maximum of 20 feet in height. Light fixtures and poles around the open spaces shall be decorative in nature, similar to the following examples.



Open Space: Open space shall be 10.8% of the property area. Open space, including ponds, shall be provided as shown on the Conceptual Plan (Exhibit H) with the following criteria:

1. The open spaces surrounding the ponds shall include pedestrian amenities. Such amenities may include any of the following: seating, benches, tables, fountains, gazebos, pavilions, patios, fire pits, lawn games, or other similar amenities.

2. Patios – Building patios shall front on open spaces as reflected on the Conceptual Plan (Exhibit D) and the Open Space Plan (Exhibit H) unless otherwise approved by the Director of Development Services.
3. No balconies may face residential properties.

Perimeter Landscape Screening: Perimeter landscape screening shall be in accordance with the Town of Prosper Landscape Ordinance except as follows:

1. A perimeter living screening is required adjacent to residentially zoned properties in conjunction with existing masonry screening wall along the residential lots.
2. The landscape buffer required adjacent to residentially zoned properties shall be fifteen (15) feet in width exclusive of other easements, with the exception of existing easements on Lot 3. Where there is a single building larger than 25,000 square feet, the adjacent buffer requirements shall be increased to thirty (30) feet in width exclusive of other easements.
3. At all landscape buffers adjacent to residentially zoned property shall include minimum 5" caliper evergreen trees to be planted on twenty (20) foot centers.

Parking Lot Location and Screening Requirements:

1. All parking or drive areas shall be located a minimum of thirty (30) feet from right-of-way lines along public streets.
2. All parking may be screened from public rights-of-way and public park areas using a solid screen in the landscape strip. The screen shall be at least thirty-six (36) inches in height, and be achieved through one of the following methods:
    a. A berm;
    b. A planting screen (hedge);
    c. A wall, using masonry materials similar to those used in the main building façade; or
    d. A combination of the above.
3. Trees planted within the development shall be a minimum of 4" caliper.

Drives and Parking: Common commercial drives shall consist of twenty-four (24) foot paving section, except where required to be wider by the Town of Prosper Fire Code.

Pedestrian Crossings: Pedestrian crossings at main pedestrian pathways crossing internal drives shall include enhanced paving consisting of either stamped, integrally-colored concrete or 4"x8"x120mm concrete pavers with a contrasting color to the surrounding pavement as shown on the approved Preliminary Site Plan, similar to the following examples.



Architectural and Building Design Standards:

1. Façade Plans for each building shall be required to be approved by the Director of Development Services.
2. Materials and colors shall be consistent throughout the Planned Development District.
3. No balconies may face residential properties.

4. Exterior Building Material Requirements: The exterior of all buildings (excluding area occupied by windows and doors) shall be finished in one or more of the following materials indicated below.
    a. Masonry materials shall constitute a minimum of 80% of the building materials. Masonry Materials:
        - Brick (including thin brick),
        - Stone: natural stone, cast stone, manufactured stone
        - Rock
        - Marble
        - Granite
        - Architectural concrete masonry units (CMU) with a polished, burnished, honed, ground, or split faced finish, poured-in-place concrete, and tilt-wall concrete. Concrete products shall have an integrated color and be textured or patterned. Tilt-wall concrete structures shall include reveals, punch-outs, or other similar surface characteristics and adornments to enhance the façade. These products are allowed on no more than percent (10%) of each façade.
    b. Non-masonry materials may be incorporated on up to 20% of a façade (excluding area occupied by windows and doors).
        - Stucco (3-coat cement plaster system)
        - Pre-finished aluminum components and trim
        - Architectural steel elements
        - Architectural metal panels and composite metal panels and trim
        - Pre-finished aluminum louver systems
        - Simulated or real wood
        - High-density architectural quality fiber cement panels
    c. Side and Rear Facades: Side and rear facades on all buildings shall be finished the same as the primary street-facing facades.
    d. Architectural glass with less than twenty percent (20%) reflectance.
5. Architectural Features
    a. Facades of all primary commercial structures which face a street shall include the following key architectural features:
        - Colorful metal awnings, pre-finished aluminum or steel canopies, and open trellises composed of wood, aluminum, or steel members shall be used above windows, doors, storefront areas, and over outdoor patio and dining areas. The use of arcades, covered walkways, or porticos is also encouraged. Finishes on these elements shall be the same as those permitted on the buildings.
        - Windows, which may include see-through doors, shall be provided along all facades which face streets, such that they comprise at least 50% of the length of that face for buildings under 10,000 square feet in size, and at least 25% for buildings over 10,000 square feet in size.

6. Roofs
    a. Roofline variations are required to reduce the visual scale of buildings, and to create visual interest. The roofs of non-residential buildings shall include at least two of the following elements:
        - Parapet walls that conceal flat roofs and rooftop equipment from eye level public view at adjacent public streets. Parapet walls shall vary in height

and will include architectural detailing cornices, moldings, trims, variations in brick coursing, and other similar type detailing.
- Overhanging eaves, extending past the supporting walls.
- Two or more roof slope planes.
- Sloping roofs. Sloped roof areas exposed to view shall be finished in a pre-finished metal material in a standing seam or similar profile. Finish shall be a Galvalume or similar painted finish. Snap-on batten strips exceeding ½" wide shall not be permitted.
- Separate freestanding roof screens set back from the perimeter parapet walls. Roof screen finishes shall be prefinished architectural louvers and/or metal panels with 100% opacity.

7. Color
    a. Exterior colors shall be low reflectance, subtle, neutral or earth tone colors.
    b. The use of high intensity, primary, black, or fluorescent colors is prohibited, except as trim or accent areas. Where used as trim or accents, those colors shall not exceed ten percent (10%) of any single façade, excluding all windows, doors, and glass construction materials.

Utilities:

1. All utilities shall be placed below ground, except for major high voltage regional transmission lines.
2. Major utility access structures, which must be located above ground, shall be placed in unobtrusive locations, and shall be screened with landscaping that blends into the overall landscaping of the area.

Service Area Screening and Fencing Requirements

1. Properties that may be viewed from residential uses, streets or public park areas shall screen all roof, ground, and wall mounted mechanical equipment (e.g. air handling equipment, compressors, duct work, transformers, and elevator equipment) from view at ground level on adjacent properties or public streets or parks.
2. Roof mounted mechanical equipment shall be shielded from view on four sides. Screening shall consist of materials consistent with the primary building materials and may include metal screening or louvers that are finished to blend with the primary building.
3. Screening shall result in the mechanical equipment blending in with the primary building and not appearing separate from the building.
4. Wall or ground-mounted equipment screening shall be constructed of materials allowed on the associated building, with the final design and material subject to the approval of the Director of Development Services.

Committees and Associations:

1. Architectural Control Committee: The Developer for the Planned Development shall create an Architectural Control Committee that shall review and approve or disapprove all building proposed and constructed within the development. It is the duty of the Architectural Control Committee to restrain building styles and construction to common compatible colors and materials. It is to ensure the continuity of the architectural theme of the community and compliance with this Planned Development Ordinance.

2. Property Owners' Association: A provision for centralized property management shall be established for the development. The Owner(s) shall establish, with each preliminary plat or site plan submittal, a property owner's association, membership association, or other designation that will be responsible for the improvement and maintenance of all common areas and/or common facilities contained within the area of the Planned Development. It will maintain required masonry screening walls, street landscaping, common open spaces, monument signage, common irrigation, and other common areas within the development.

PACKSADDLE TRAIL
(50' R.O.W.)

CLIPSTON DRIVE
(50' R.O.W.)

N. PRESTON ROAD
(VARIABLE WIDTH R.O.W.)

DOUBLE B TRAIL
(50' R.O.W.)

SADDLE CREEK DRIVE
(VARIABLE WIDTH R.O.W.)

E. PROSPER TRAIL
(VARIABLE WIDTH R.O.W.)

EXISTING ZONING: PD-31
EXISTING USE: SINGLE FAMILY

EXISTING ZONING: PD-31
EXISTING USE: NON-RESIDENTIAL DENTAL OFFICE

EX. ELECTRICAL SWITCHGEAR

EX. 10' UTILITY EASEMENT

POINT OF BEGINNING
N 7142308.63
E 2493106.86

S 89°33'52" E 652.11'

N 00°26'08" E 1026.02'

S 01°24'51" W 467.21'

S 06°03'50" W 301.01'

S 01°23'18" W 19.87'

N 89°33'52" W 232.92'

S 89°11'13" W 175.99'

S 88°02'52" W 207.55'

N 7142413.59
E 2492457.77

N 7142238.56
E 2492446.96

N 7142297.043
E 2492056.401

N 7142397.18
E 2492267.141

BUILDING 5C
GROUND FLOOR
RETAIL 5,540 SF
MED. OFFICE 5,000 SF
PATIO 1,500 SF
SECOND FLOOR
MED. OFFC. 10,540 SF
BALCONY 1,835 SF
TOTAL 21,080 SF
BUILDING HEIGHT - 43'- 4"

BUILDING 5D
150' TWO STORY SETBACK LINE
GROUND FLOOR
RETAIL 5,540 SF
MED. OFFICE 5,000 SF
PATIO 1,500 SF
SECOND FLOOR
MED. OFFC. 4,600 SF
BALCONY 1,835 SF
TOTAL 15,140 SF
BUILDING HEIGHT - 43'- 4"

BUILDING 5B
GROUND FLOOR
RETAIL 5,540 SF
MED. OFFICE 5,000 SF
PATIO 1,500 SF
SECOND FLOOR
MED. OFFC. 10,540 SF
BALCONY 1, 835 SF
TOTAL 21,080 SF
BUILDING HEIGHT - 43'- 4"

BUILDING 5A
GROUND FLOOR
RETAIL 5,540 SF
MED. OFFICE 5,000 SF
PATIO 1,500 SF
SECOND FLOOR
MED. OFFC. 10,540 SF
BALCONY 1, 835 SF
TOTAL 21,080 SF
BUILDING HEIGHT - 43'- 4"

BUILDING 4
RETAIL 4,000SF
REST. 4,000SF
PATIO
3,100SF
BUILDING HEIGHT - 24'

BLOCK A, LOT 2
42,994 SQUARE FEET
0.987 ACRES
DENTIST
4,242sf
BUILDING 6
BUILDING HT. - 26' - 10"

RETAIL 2,500 SF
REST. 2,500 SF
BUILDING HEIGHT - 23'
BUILDING 7
PATIO 1,100SF

BUILDING 8
BUILDING HEIGHT - 23'
RETAIL 2,500 SF
REST. 2,500 SF
PATIO 1,100SF

BUILDING 1
RETAIL 2,500 SF
REST. 2,500 SF
BUILDING HT. - 27'
PATIO
2,300SF

BUILDING 2
RETAIL 2,500 SF
REST. 2,500 SF
PATIO
2,300SF
BUILDING HT. - 27'

BUILDING 3
REST.
4,500 SF
PATIO
1,735SF

BLOCK A, LOT 1
1.29 AC
36 SPACES

POND

LAWN

FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT

10' UTILITY EASEMENT

10' WTR ESMT

15' LANDSCAPE BUFFER

80' ONE STORY SETBACK LINE

150' TWO STORY SETBACK LINE

POTENTIAL RETAINING WALL

15' SANITARY SEWER EASEMENT

VARIABLE WIDTH DRAINAGE/DETENTION EASEMENT

33.5' LANDSCAPE AND ACCESS ESMT

30' LANDSCAPE EASEMENT

FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT

EXISTING ZONING: PD-31
EXISTING USE: NON-RESIDENTIAL DENTAL OFFICE

EXISTING ZONING: PD-31
EXISTING USE: SINGLE FAMILY

SADDLE CREEK PHASE 1
INST. NO. 20080130010000330
O.P.R.C.C.T.
BLOCK F

SADDLE CREEK PHASE 1
BLOCK F, LOT 11
OWNER: MARK-KRISTIAN & HEATHER L. FORD
1230 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK F, LOT 12
OWNER: CURT C. & JANET MOONEY
1230 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK F, LOT 16
OWNER: ANTOINETTE T. WENGLER
1240 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK F, LOT 17
OWNER: IDOWU & JATOYA AKINYELE
1250 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK F, LOT 18
OWNER: NATHAN JUSTUS
1260 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK F, LOT 19
OWNER: JON IZATT
1300 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK F, LOT 20
OWNER: HPA TEXAS SUB 2017-1 ML, LLC
1310 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK F, LOT 13
OWNER: MICHAEL RAY VILLALVA
1210 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK F, LOT 12
OWNER: SANDRA LUZIA LEYDIG
1200 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK E, LOT 11
OWNER: RACHAEL & BRAD STEPHENS
1140 PACKSADDLE TR.

SADDLE CREEK PHASE 1
BLOCK G, LOT 17
OWNER: PATRICK JOSEPH & DIANE SETSUKO CLEARLY
1211 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK G, LOT 16
OWNER: CRAIG A & KATIE L. MAYNARD
1221 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK G, LOT 15
OWNER: RYAN STEVEN & ELIZABETH ELLAM KARONIKA
1231 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK G, LOT 14
OWNER: STEPHEN ROSS & SUSAN LOUISE TREPKUS
1241 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK G, LOT 13
OWNER: DALE A. & BONNIE S. JELINEK
1251 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK G, LOT 12
OWNER: SHAMBALA MASOOD
1261 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK G, LOT 11
OWNER: JEREMY DON & AMY CARLAN NEWTON
1301 PACKSADDLE TRAIL

SADDLE CREEK PHASE 1
BLOCK G, LOT 10
OWNER: ADAMS REVOCABLE TRUST
1311 PACKSADDLE TRAIL

THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 3
OWNER: SJ PROSPERITY INVESTMENTS LLC
1240 N. PRESTON RD.

THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 2R
OWNER: PROSPER YOUNGER LLC.
1320 N. PRESTON RD.

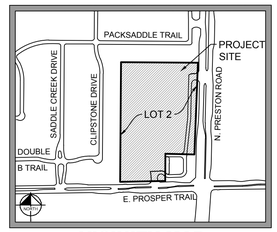
THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 2
OWNER: KROGER TEXAS L.P.
1230 N. PRESTON RD.

THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 4
OWNER: PROSPER YOUNGER LLC.
1190 N. PRESTON RD.

PRESTON 48 ADDITION
BLOCK A, LOT 3R
OWNER: VICTRON STORES LP
1290 N. PRESTON RD.

PRESTON 48 ADDITION
BLOCK A, LOT 4R
OWNER: PROSPER INVESTMENT PROPERTIES LLC
1140 E. PROSPER TRL.

PRESTON 48 ADDITION
BLOCK A, LOT 5R
OWNER: SCF RC FUNDING IV, LLC.
1160 E. PROSPER TRL.



VICINITY MAP
NOT TO SCALE

tnp

60 30 0 60
SCALE IN FEET
1" = 60'

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED ZONING LINE
- EXISTING ZONING LIMITS
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE LANE
- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN CROSSING
- PROPOSED POND
- PROPOSED ENHANCED PAVEMENT

SITE INFORMATION

TOTAL LAND AREA:	13.614 AC. (593,039 S.F.)
CURRENT ZONING:	PD-31 - MIXED USE
PROPOSED ZONING:	PLANNED DEVELOPMENT
EXISTING USE:	NON-RESIDENTIAL, DENTAL OFFICE
PROPOSED USE:	MIXED USE - RETAIL, OFFICE, AND RESTAURANT
TOTAL BUILDING FOOTPRINT:	77,729 S.F.
TOTAL BUILDING AREA:	±115,122 S.F.
BUILDING HEIGHT:	45' MAX.
BUILDING TO LOT COVERAGE:	77,729/593,039=.131-> 13.1%
FLOOR AREA RATIO:	0.194:1
OPEN SPACE PROVIDED:	65,026 SF (10.9%)

NOTE:
- THE SITE IS SITUATED IN ZONE "X" OUTSIDE OF THE 100 YEAR FEMA FLOOD PLAIN AS SHOWN ON EXISTING FEMA MAPS 48085C0235J AND 48085C0120J BOTH EFFECTIVE ON 6/2/2009.

- THE USES WILL BE ADJUSTED PER BUILDING TO ENSURE THE PARKING REQUIREMENTS ARE MET ON A LOT-BY-LOT BASIS.

FIRE ZONING COMMENTS
ZONING DOES NOT INCLUDE COMPLIANCE WITH THE TOWN FIRE CODE, NOR DOES IT INCLUDE FIRE ACCESS, FIRE HYDRANTS, AND FIRE LANE ARRANGEMENTS. REVIEW OF THE ZONING DOES NOT GRANT OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE. FULL COMPLIANCE WILL NE REVIEWED DURING PSP AND SP SUBMITTAL AND MAY REQUIRE THE SITE IS RECONFIGURED AND MODIFIED FROM THAT SHOWN IN THE CONCEPT PLAN AND/OR ZONING EXHIBIT.

CASE NO. ZONE-26-0012

EXHIBIT D

CONCEPTUAL PLAN
SADDLE CREEK COMMERCIAL

BLOCK A, LOT 2R & 3
593,039 SQUARE FEET
13.614 ACRES
BEING ALL OF BLOCK A, LOT 2R AND BLOCK A LOT 3 OF THE REPLAT OF SADDLE CREEK COMMERCIAL, AN ADDITION TO THE TOWN OF PROSPER, TEXAS AS RECORDED IN INSTRUMENT NUMBER 20250102000403 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

SITUATED IN THE
SPENCER RICE SURVEY, ABSTRACT NUMBER 787
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER
HORTON LIVING TRUST
436 Dixon Road
Farragut, TN 37934
Contact: Roy Horton
865.675.1255

OWNER
SADDLE CREEK INVESTMENTS, LTD.
5550 Granite Pkwy Ste 110
Plano, Tx 75024
Contact: Brad Burns
972.931.9585

PROJECT INFORMATION
Project No.: BRB 23074
Date: NOVEMBER 3, 2026
Drawn By: CAS
Scale: 1"=60'

SHEET 1 of 1

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Jay Maddox

ENGINEER
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Cameron Slown

tnp

Exhibit E

Development Schedule

The development schedule for the approximately 15 acres of retail uses with some office uses will be phased over the next five to six years as scheduled below:

Current Buildings:

1. Chase Bank 1.1 acres at the hard corner of Preston Rd and Prosper Trail is **complete**
2. Heartland Dental shell on 1 acre at the NE corner on Preston Rd is **complete** waiting on tenant to complete interior finish out construction. Tenant opening anticipated on or before June 1, 2025.

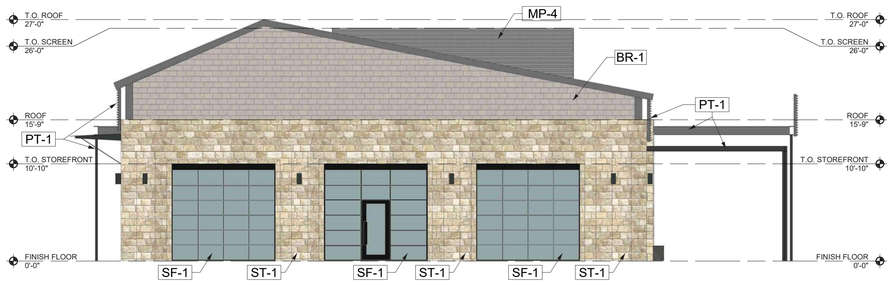
Future Buildings:

The development of the remaining 13 acres of retail/office is anticipated to occur within the next five to six years as the market dictates.



BUILDING 1 - SOUTH ELEVATION 04

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



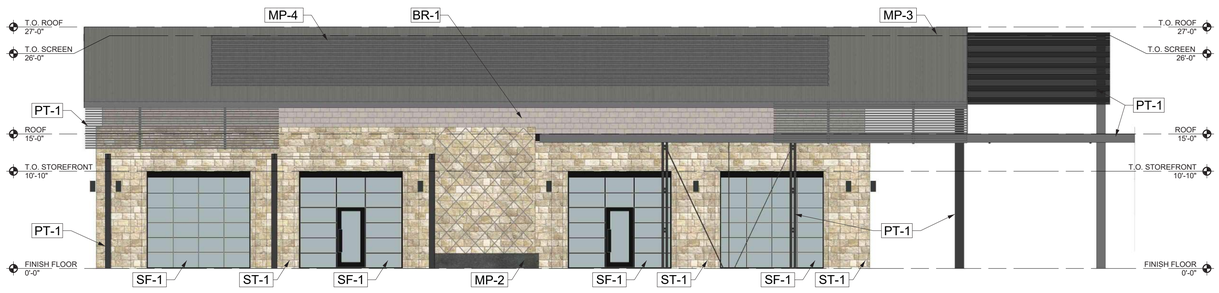
BUILDING 1 - NORTH ELEVATION 03

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



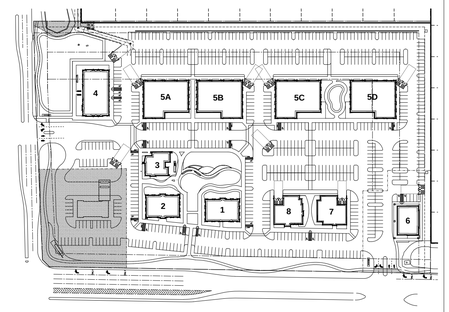
BUILDING 1 - EAST ELEVATION 02

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



BUILDING 1 - WEST ELEVATION 01

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



KEY Plan N

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Plano, Tx 75024
Contact: Brad Burns
972.931.9585

OWNER
HORTON LIVING TRUST
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Farragut, TN 37934
Contact: Roy Horton
865.675.1255

ARCHITECT

GFF ARCHITECTS INC.
3030 NOWITZKI WAY
SUITE 400
DALLAS, TX 75204
SCOTT KANAGA
214.303.1500

Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026

GFFdesign

SADDLE CREEK RANCH
PROSPER, TEXAS

SCHEMATIC DESIGN

No.	Date	Revision

Drawn

Approved

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GFF ARCHITECTS

ELEVATIONS

Project No. 23001.00
Date 5.28.25

A-1



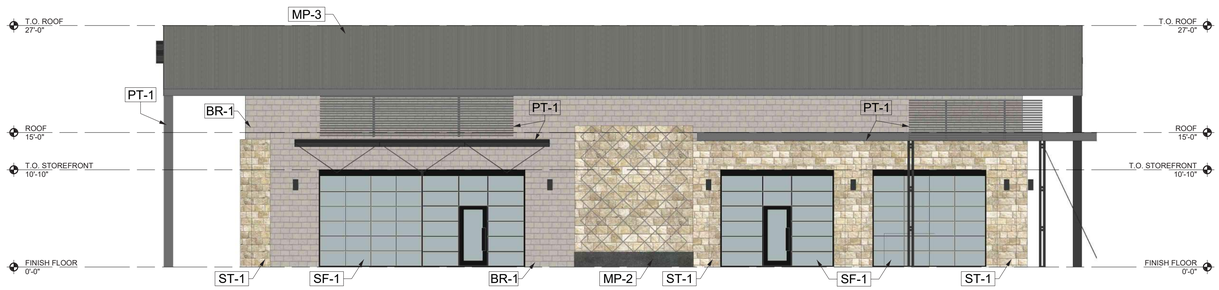
BUILDING 2 - NORTH ELEVATION 04

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



BUILDING 2 - SOUTH ELEVATION 03

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



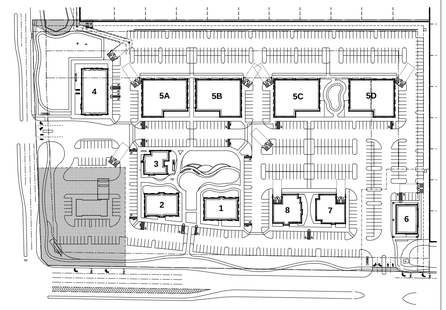
BUILDING 2 - WEST ELEVATION 02

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



BUILDING 2 - EAST ELEVATION 01

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



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Case No. ZONE-26-0012
Date prepared: 10/02/2026

GFFdesign

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ELEVATIONS

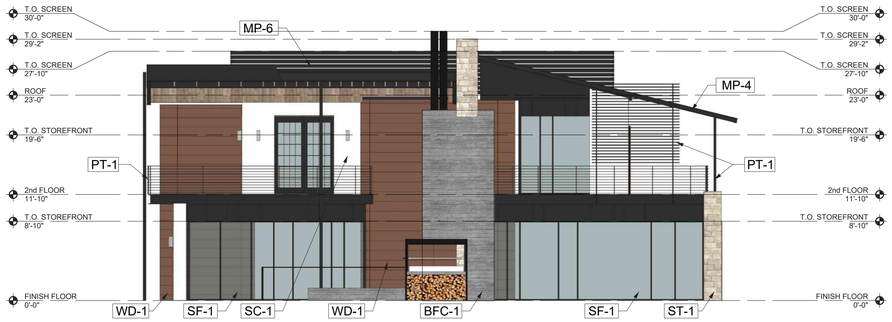
Project No. 23001.00
Date 5.28.25

A-2



BUILDING 3 - SOUTH ELEVATION 04

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



BUILDING 3 - NORTH ELEVATION 03

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

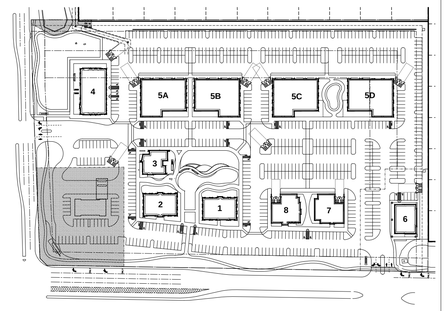
BUILDING 3 - EAST ELEVATION 02

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



BUILDING 3 - WEST ELEVATION 01

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



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GFFdesign

SADDLE CREEK RANCH
PROSPER, TEXAS

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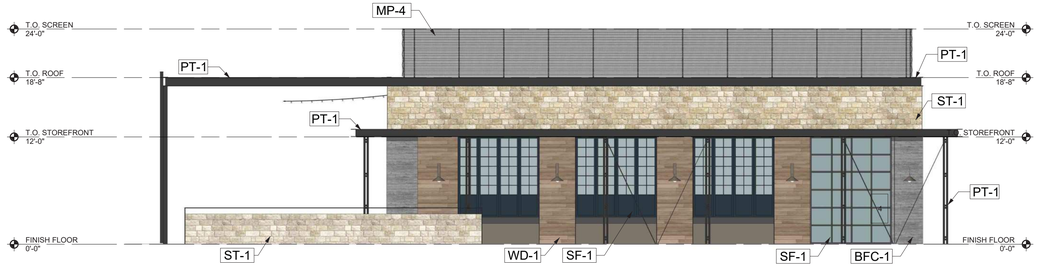
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ELEVATIONS

Project No. 23001.00
Date 5.28.25

A-3



BUILDING 4 - EAST ELEVATION 04

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



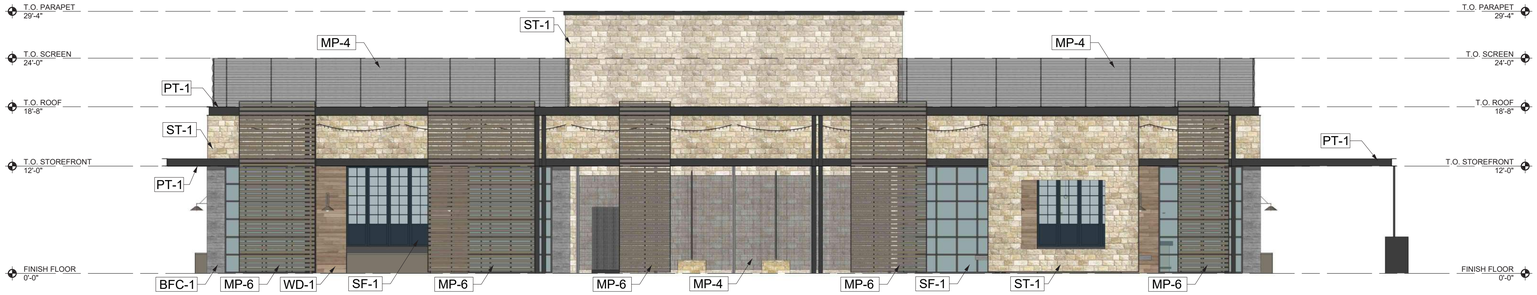
BUILDING 4 - WEST ELEVATION 03

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



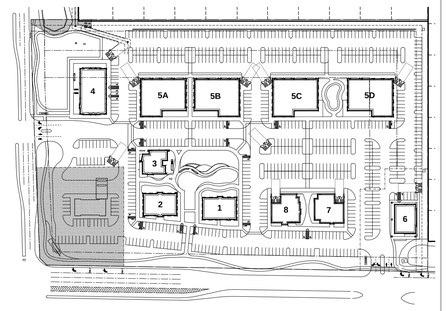
BUILDING 4 - NORTH ELEVATION 02

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



BUILDING 4 - SOUTH ELEVATION 01

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



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GFFdesign

SADDLE CREEK RANCH
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ELEVATIONS

Project No. 23001.00
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A-4



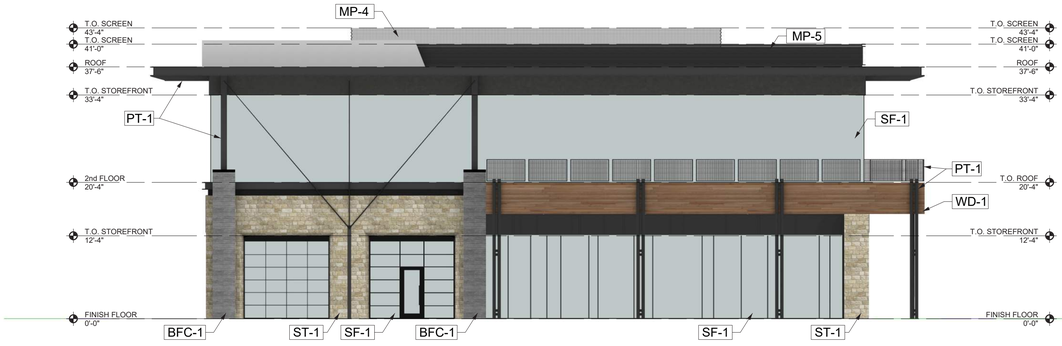
BUILDING 5A, 5B, 5C - WEST ELEVATION 04

SCALE: 3/32" = 1'-0"



BUILDING 5A, 5B, 5C - NORTH ELEVATION 03

SCALE: 3/32" = 1'-0"



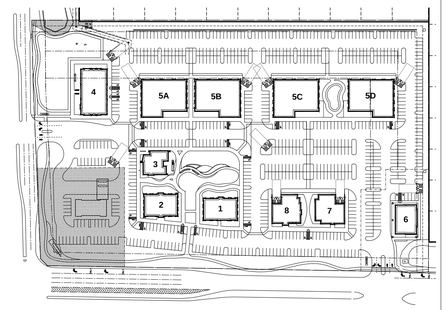
BUILDING 5A, 5B, 5C - EAST ELEVATION 02

SCALE: 3/32" = 1'-0"



BUILDING 5A, 5B, 5C - SOUTH ELEVATION 01

SCALE: 3/32" = 1'-0"



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GFFdesign

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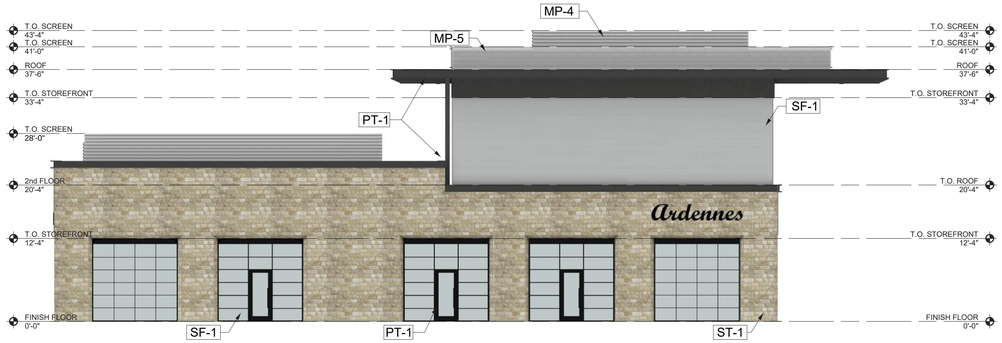
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GFF ARCHITECTS

ELEVATIONS

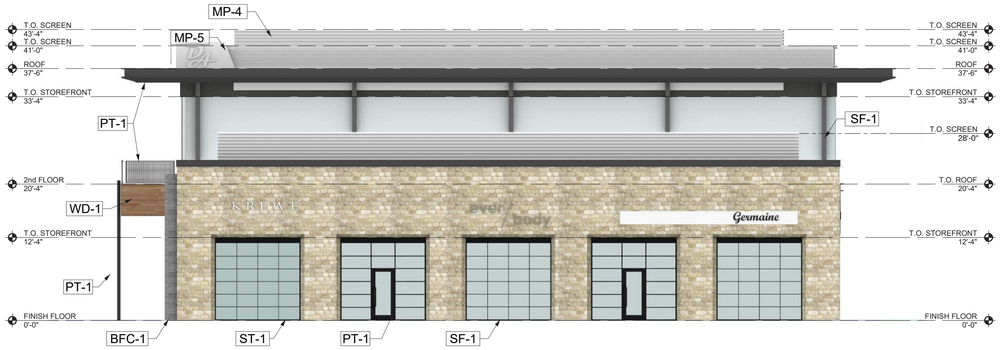
Project No. 23001.00
Date 5.28.25

A-5A 5B 5C



BUILDING 5D WEST ELEVATION 04

SCALE: 3/32" = 1'-0"



BUILDING 5D NORTH ELEVATION 03

SCALE: 3/32" = 1'-0"



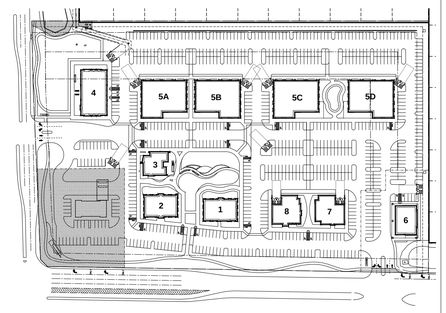
BUILDING 5D EAST ELEVATION 02

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BUILDING 5D SOUTH ELEVATION 01

SCALE: 3/32" = 1'-0"



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MP-4	Perforated Corrugated Metal Roof Screen (75% Opacity) - White
MP-5	Solid Corrugated Metal Roof Screen - Charcoal
MP-6	Pre-finished Aluminum Louver System & Trim - Anodized Aluminum Finish
PT-1	Paint Exposed Steel - Gauntlet Gray SW 7019
PT-2	Paint Doors to Match ST-1 - Natural Linen - SW 9109
SF-1	Kawneer Storefront System with 1" Insulated Glass (Low-E) - Black Anodized Aluminum Finish
ST-1	Thin Limestone Veneer - Leuders Limestone Cream - Broken Ashlar Pattern - Quality Stone Co.
WD-1	Composite Wood Siding NewTechWood - Peruvian Teak
SC-1	Cement Plaster Stucco - SW 7008 Alabaster
BR-1	Brick Blend - Acme Dove Gray
BFC-1	Board Formed Concrete Panel - Gray

OWNER
SADDLE CREEK INVESTMENTS, LTD.
5550 Granite Pkwy Ste 110
Plano, Tx 75024
Contact: Brad Burns
972.931.9585

OWNER
HORTON LIVING TRUST
436 Dixon Road
Farragut, TN 37934
Contact: Roy Horton
865.675.1255

ARCHITECT

GFF ARCHITECTS INC.
3030 NOWITZKI WAY
SUITE 400
DALLAS, TX 75204
SCOTT KANAGA
214.303.1500

Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026

GFFdesign

SADDLE CREEK RANCH

PROSPER, TEXAS

SCHEMATIC DESIGN

No.	Date	Revision

Drawn

Approved

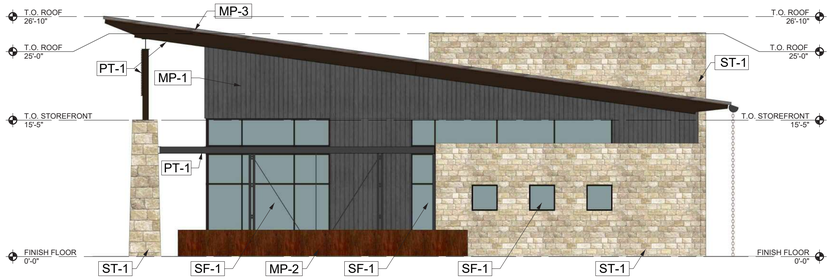
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GFF ARCHITECTS

ELEVATIONS

Project No. 23001.00
Date 5.28.25

A-5D



BUILDING 6 - EAST ELEVATION 04

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

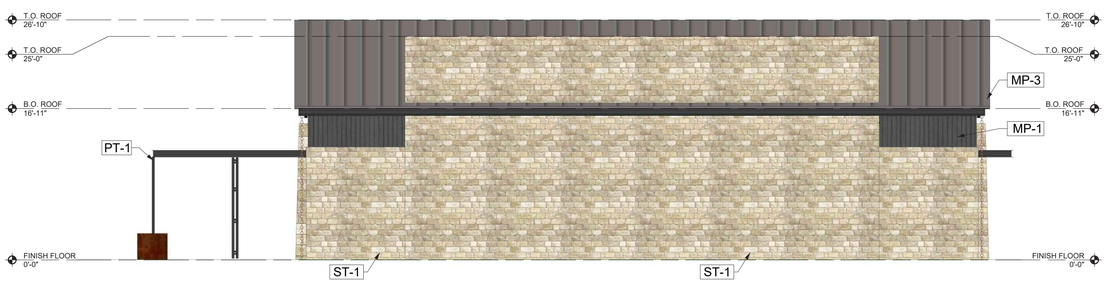


BUILDING 6 - WEST ELEVATION 03

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

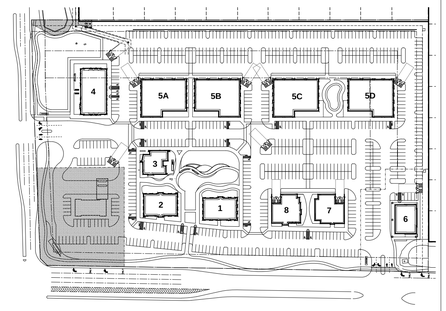
BUILDING 6 - SOUTH ELEVATION 02

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



BUILDING 6 - NORTH ELEVATION 01

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



KEY Plan N

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KEYNOTE LEGEND

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MP-1	Prefinished Corrugated Metal Panel - Streaked Blackened Rust - Western States Metal Roofing
MP-2	Metal Planter - Weathered Steel
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Saddle Creek Commercial
Block A, Lots 2R & 3
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GFFdesign

SADDLE CREEK RANCH
PROSPER, TEXAS

SCHEMATIC DESIGN

No.	Date	Revision

Drawn

Approved

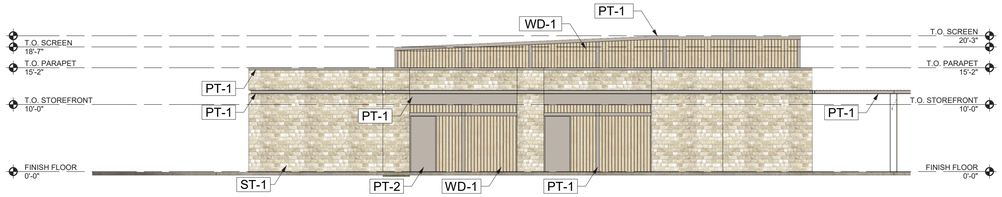
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GFF ARCHITECTS

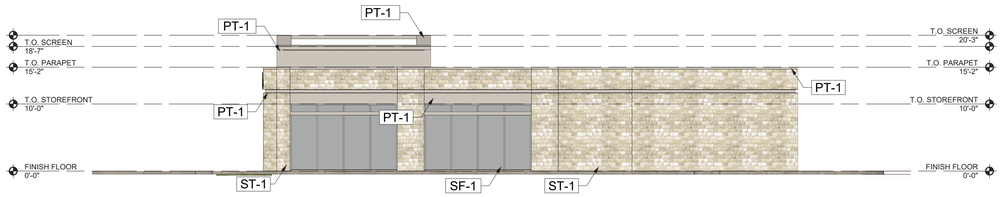
ELEVATIONS

Project No. 23001.00
Date 5.28.25

A-6

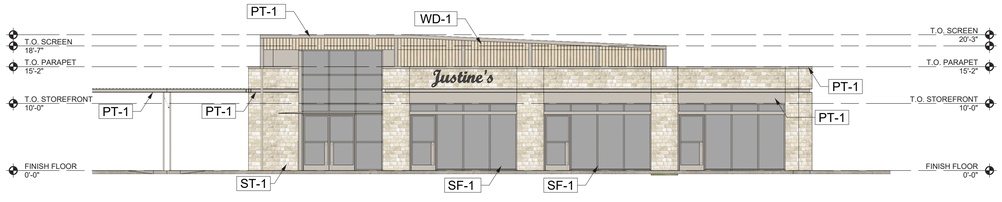


BUILDING 7 - WEST ELEVATION 04



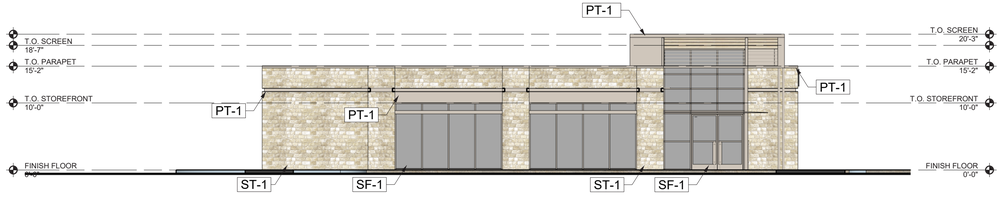
BUILDING 7 - NORTH ELEVATION 03

SCALE: 3/32" = 1'-0"



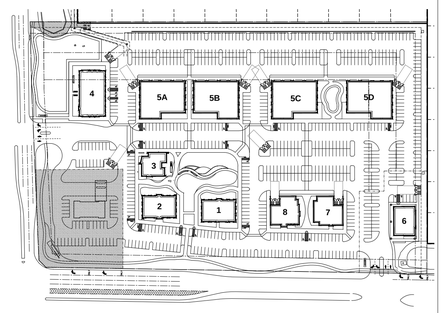
BUILDING 7 - EAST ELEVATION 02

SCALE: 3/32" = 1'-0"



BUILDING 7 - SOUTH ELEVATION 01

SCALE: 3/32" = 1'-0"



KEY Plan N

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Contact: Brad Burns
972.931.9585

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Contact: Roy Horton
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ARCHITECT

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SCOTT KANAGA
214.303.1500

Exhibit F
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Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026

GFFdesign

SADDLE CREEK RANCH
PROSPER, TEXAS
SCHEMATIC DESIGN

No.	Date	Revision

Drawn

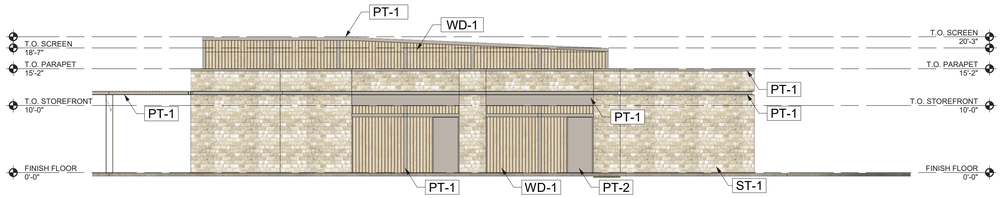
Approved GFF ARCHITECTS

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ELEVATIONS

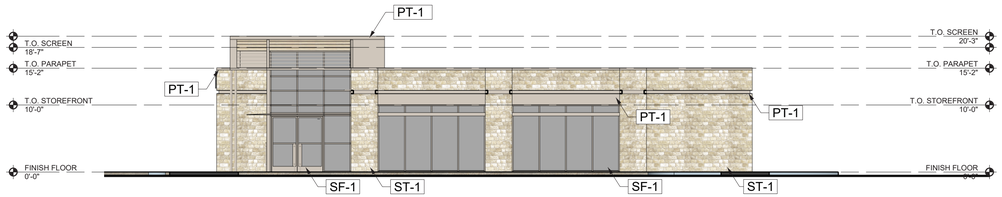
Project No. 23001.00
Date 10.02.26

A-7



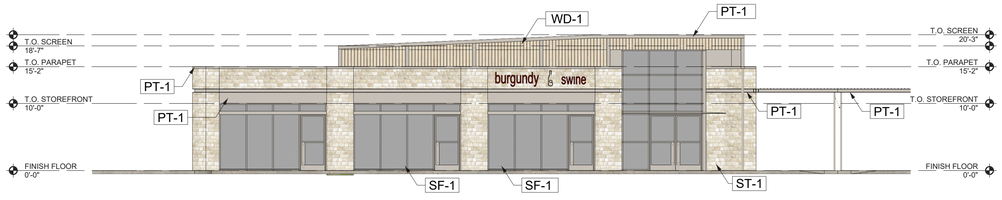
BUILDING 8 - WEST ELEVATION 04

SCALE: 3/32" = 1'-0"



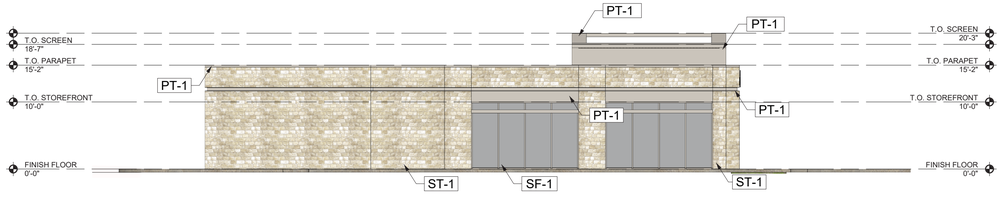
BUILDING 8 - NORTH ELEVATION 03

SCALE: 3/32" = 1'-0"



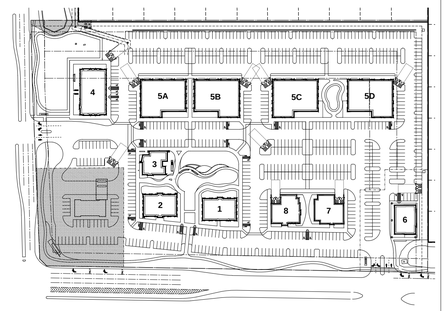
BUILDING 8 - EAST ELEVATION 02

SCALE: 3/32" = 1'-0"



BUILDING 8 - SOUTH ELEVATION 01

SCALE: 3/32" = 1'-0"



KEY Plan N

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OWNER
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5550 Granite Pkwy Ste 110
Plano, Tx 75024
Contact: Brad Burns
972.931.9585

OWNER
HORTON LIVING TRUST
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ARCHITECT

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SUITE 400
DALLAS, TX 75204
SCOTT KANAGA
214.303.1500

Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026

GFFdesign

SADDLE CREEK RANCH
PROSPER, TEXAS
SCHEMATIC DESIGN

No. Date Revision

Drawn

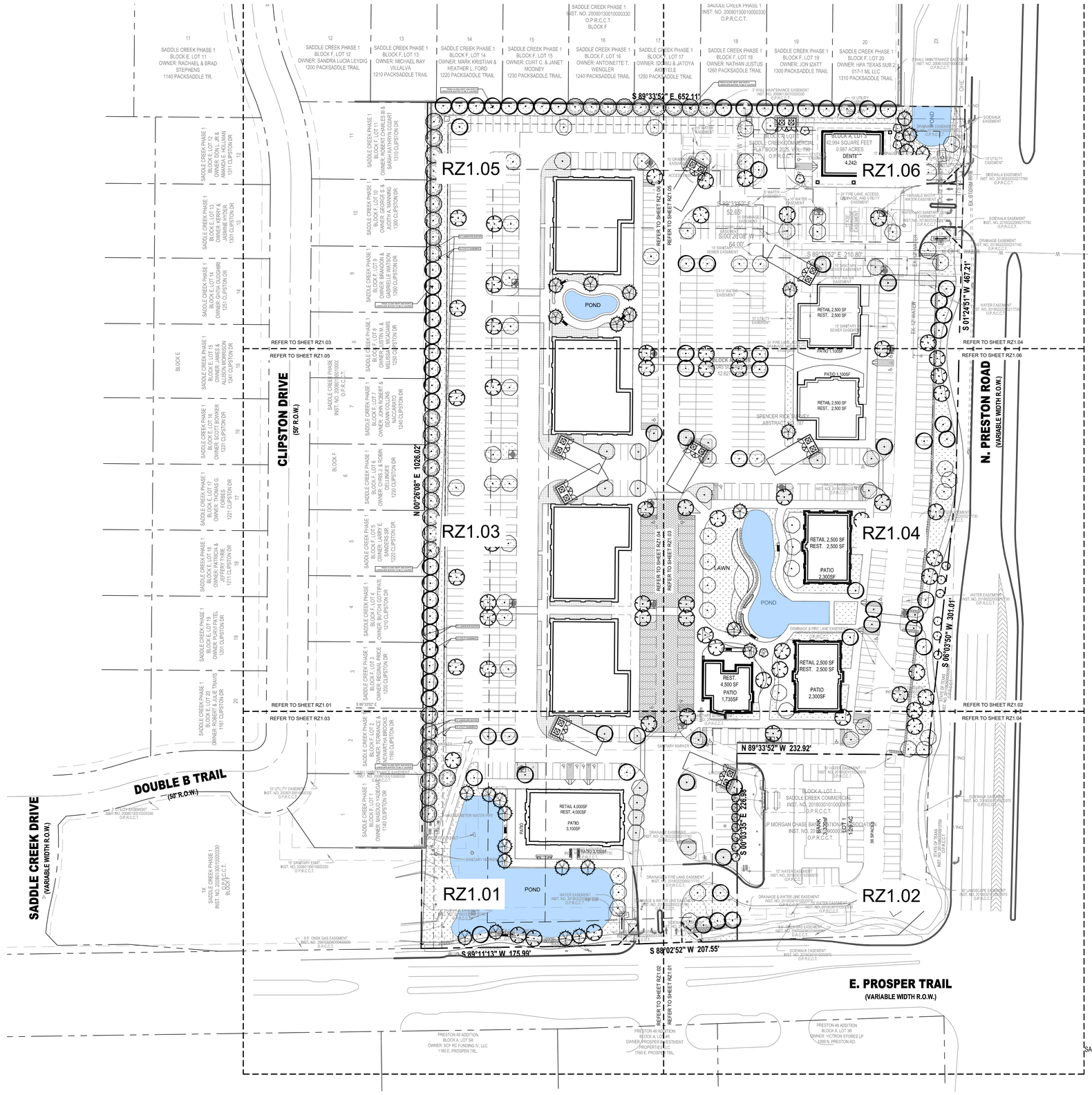
Approved

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GFF ARCHITECTS

ELEVATIONS

Project No. 23001.00
Date 10.02.26

A-8



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	ILE VOM	Ilex vomitoria / Yaupon Holly
	MAG BRK	Magnolia grandiflora 'Brackens Brown Beauty' / Bracken's Beauty Southern Magnolia
	QUE VIR	Quercus virginiana / Southern Live Oak
	TAX DIS	Taxodium distichum / Bald Cypress
	ULM CRA	Ulmus crassifolia / Cedar Elm
	ULM PAR	Ulmus parvifolia / Lacebark Elm
	UNG SPE	Ungnadia speciosa / Mexican Buckeye
SHRUBS		
	TYP	Typical 48" Ht. Evergreen Shrub Individual species to be selected from City of Prosper's Approved Plant List
GROUND COVERS		
	EVE GRC	Evergreen Groundcover / Landscape Buffer Groundcover
	ZOY PAL	Zoysia x 'Palisades' / Palisades Zoysia

KEY MAP

SEAL

PRELIMINARY

FOR REVIEW PURPOSES ONLY AND SHALL NOT BE USED FOR BIDDING, PERMITTING, OR CONSTRUCTION.

Tylor D. Johnson
Registered Landscape Architect of the State of TEXAS

Registration Number: 3769

CASE NO. ZONE-26-0012

EXHIBIT G - LANDSCAPE PLAN
SADDLE CREEK COMMERCIAL

BLOCK A, LOTS 2R & 3

593,039 SQUARE FEET
13.614 ACRES

ALL OF THE REMAINDER OF BLOCK A, LOT 2 OF SADDLE CREEK COMMERCIAL, AN ADDITION TO THE TOWN OF PROSPER, TEXAS AS RECORDED IN INSTRUMENT NUMBER 20090805010001980 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

SITUATED IN THE
SPENCER RICE SURVEY, ABSTRACT NUMBER 787
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER
SADDLE CREEK INVESTMENTS, LTD.
5550 Granite Pkwy Ste 110
Plano, Tx 75024
Contact: Brad Burns
972.931.9585

PROJECT INFORMATION
Project No.: 8525071
Date: October 22, 2026
Drawn By: TDJ
Scale: 1"=60'

SHEET 1 of 7

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Jay Maddox

ENGINEER
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Cameron Slown

LandDesign.
5217 ALPHA ROAD, SUITE 140
DALLAS, TX 75240
214.785.6009
WWW.LANDDESIGN.COM

NOT FOR CONSTRUCTION

PROJECT

SADDLE CREEK COMMERCIAL

SADDLE CREEK INVESTMENTS, LTD.

ABSTRACT NUMBER 787

PROSPER, COLLIN COUNTY, TX

LANDDESIGN PROJ.#
8525071

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

SCALE

NORTH

VERT: N/A
HORZ: 1" = 60'

0 30 60 120

SHEET TITLE

OVERALL LANDSCAPE PLAN

SHEET NUMBER

RZ1.00

10/22/2026 5:08 PM DRAKE JOHNSON P:\DAL_2025\8525071\CAD\DOCUMENTATION\ENTITLEMENTS\8525071_RZN_TDS.DWG

ORIGINAL SHEET SIZE: 24" X 36"

REFER TO SHEET RZ1.03

15' LANDSCAPE BUFFER

10' UTILITY EASEMENT

TREES ALONG WEST AND NORTH LANDSCAPE BUFFER TO BE 5" CALIPER

POND

S 89°11'13" W 175.99'

S 88°0

REFER TO SHEET RZ1.02

REFER TO SHEET RZ1.01

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
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	UNG SPE	Ungnadia speciosa / Mexican Buckeye
SHRUBS		
	TYP	Typical 48" Ht. Evergreen Shrub Individual species to be selected from City of Prosper's Approved Plant List
GROUND COVERS		
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LandDesign.
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KEY MAP

SEAL

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Registration Number: 3769

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PROJECT

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SADDLE CREEK INVESTMENTS, LTD.

ABSTRACT NUMBER 787

PROSPER, COLLIN COUNTY, TX

LANDDESIGN PROJ.#
8525071

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

SCALE

VERT: N/A
HORZ: 1" = 20'

0 10 20 40

NORTH

SHEET TITLE

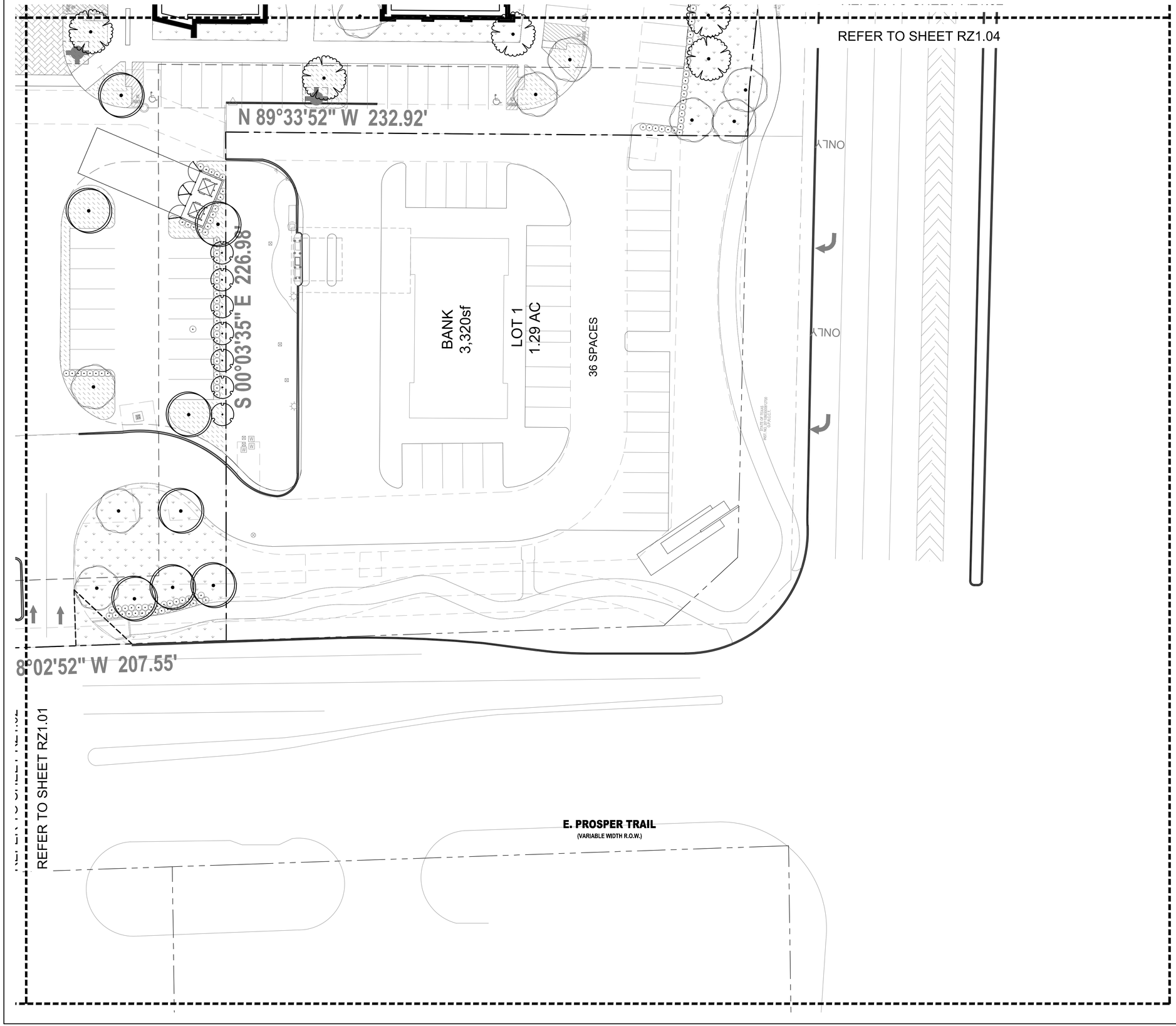
ENLARGEMENT LANDSCAPE PLAN

SHEET NUMBER

RZ1.01

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ORIGINAL SHEET SIZE: 24" X 36"



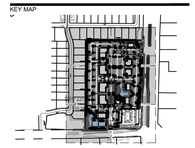
PLANT SCHEDULE

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LandDesign.

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KEY MAP



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LANDDESIGN PROJ.#
8525071

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

SCALE NORTH

VERT: N/A
HORZ: 1" = 20'

0 10 20 40

SHEET TITLE

ENLARGEMENT LANDSCAPE PLAN

SHEET NUMBER

RZ1.02

10/22/2026 3:22 PM DRAKE JOHNSON P:\DAL_2025\8525071\CAD\DOCUMENTATION\ENTITLEMENTS\8525071_RZN_TDS.DWG

ORIGINAL SHEET SIZE: 24" X 36"

REFER TO SHEET RZ1.05

CLIPSTON DRIVE
(50' R.O.W.)

N 00°26'08" E 1026.02'

TREES ALONG WEST AND NORTH LANDSCAPE BUFFER TO BE 5" CALIPER

15' LANDSCAPE BUFFER

10' UTILITY EASEMENT

REFER TO SHEET RZ1.04

REFER TO SHEET RZ1.01

S 89°33'52" E
118.09'

PLANT SCHEDULE

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PROJECT

SADDLE CREEK COMMERCIAL

SADDLE CREEK INVESTMENTS, LTD.

ABSTRACT NUMBER 787

PROSPER, COLLIN COUNTY, TX

LANDDESIGN PROJ.#
8525071

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

SCALE

VERT: N/A
HORZ: 1" = 20'

0 10 20 40

NORTH

SHEET TITLE

ENLARGEMENT LANDSCAPE PLAN

SHEET NUMBER

RZ1.03

10/22/2026 3:22 PM DRAKE JOHNSON P:\DAL_2025\8525071\CAD\DOCUMENTATION\ENTITLEMENTS\8525071_RZN_TDS.DWG

ORIGINAL SHEET SIZE: 24" X 36"

REFER TO SHEET RZ1.06

N. PRESTON ROAD
(VARIABLE WIDTH R.O.W.)

REFER TO SHEET RZ1.03

LAWN

POND

S 06°03'50" W 301.01'

REFER TO SHEET RZ1.02

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	ILE VOM	Ilex vomitoria / Yaupon Holly
	MAG BRK	Magnolia grandiflora 'Brackens Brown Beauty' / Bracken's Beauty Southern Magnolia
	QUE VIR	Quercus virginiana / Southern Live Oak
	TAX DIS	Taxodium distichum / Bald Cypress
	ULM CRA	Ulmus crassifolia / Cedar Elm
	ULM PAR	Ulmus parvifolia / Lacebark Elm
	UNG SPE	Ungnadia speciosa / Mexican Buckeye
SHRUBS		
	TYP	Typical 48" Ht. Evergreen Shrub Individual species to be selected from City of Prosper's Approved Plant List
GROUND COVERS		
	EVE GRC	Evergreen Groundcover / Landscape Buffer Groundcover
	ZOY PAL	Zoysia x 'Palisades' / Palisades Zoysia

LandDesign.
5217 ALPHA ROAD, SUITE 140
DALLAS, TX 75240
214.785.6009
WWW.LANDDESIGN.COM

KEY MAP

SEAL

PRELIMINARY
FOR REVIEW PURPOSES ONLY AND SHALL NOT BE USED FOR BIDDING, PERMITTING, OR CONSTRUCTION.

Tylor D. Johnson
Registered Landscape Architect of the State of TEXAS
Registration Number: 3769

NOT FOR CONSTRUCTION

PROJECT

SADDLE CREEK COMMERCIAL

SADDLE CREEK INVESTMENTS, LTD.

ABSTRACT NUMBER 787

PROSPER, COLLIN COUNTY, TX

LANDDESIGN PROJ.#
8525071

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

SCALE
VERT: N/A
HORZ: 1" = 20'
0 10 20 40

NORTH

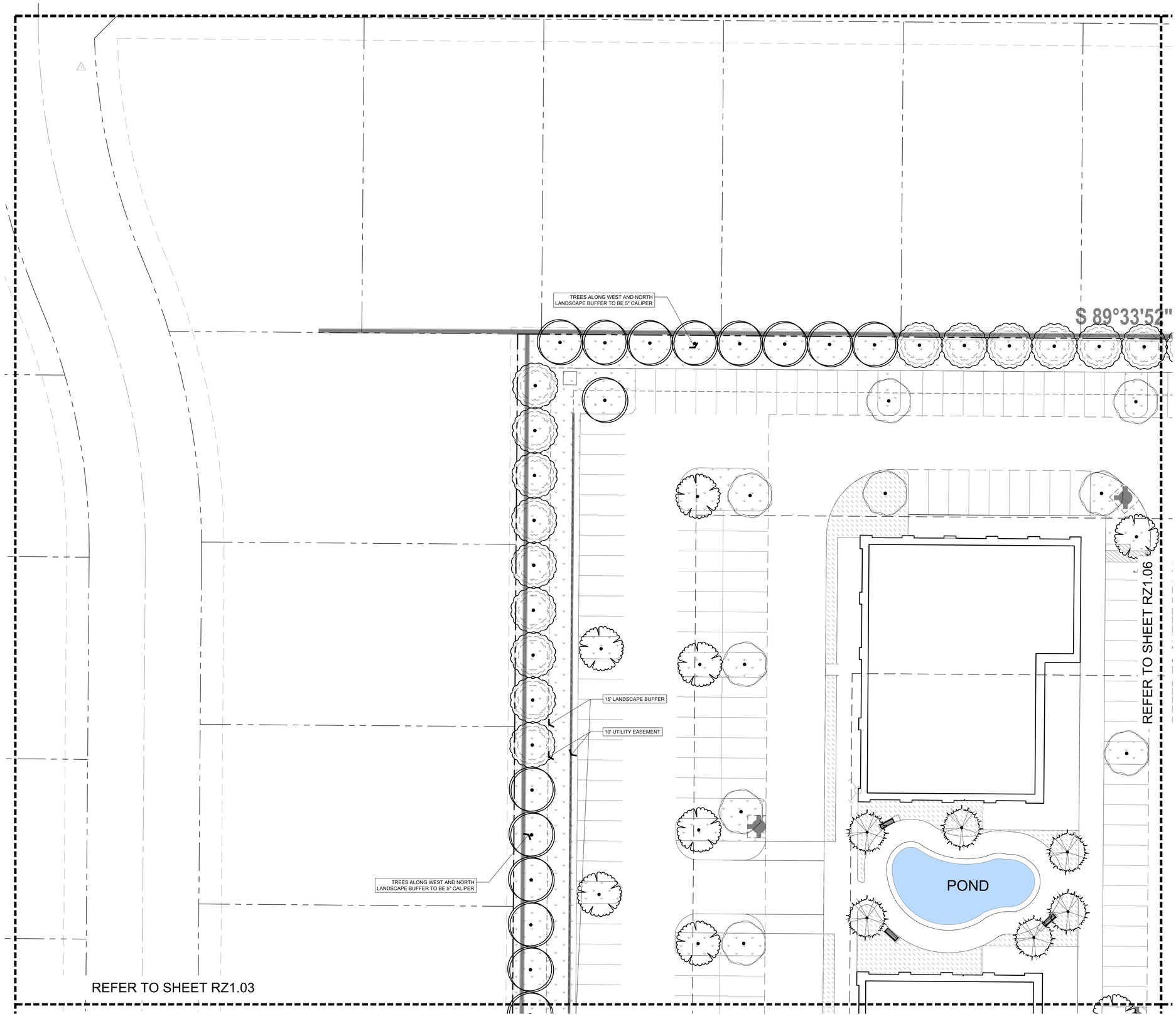
SHEET TITLE

ENLARGEMENT LANDSCAPE PLAN

SHEET NUMBER

RZ1.04

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ORIGINAL SHEET SIZE: 24" X 36"

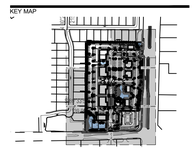


PLANT SCHEDULE

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KEY MAP



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Tylor D. Johnson
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8525071

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

SCALE

VERT: N/A
HORZ: 1" = 20'

0 10 20 40

NORTH

SHEET TITLE

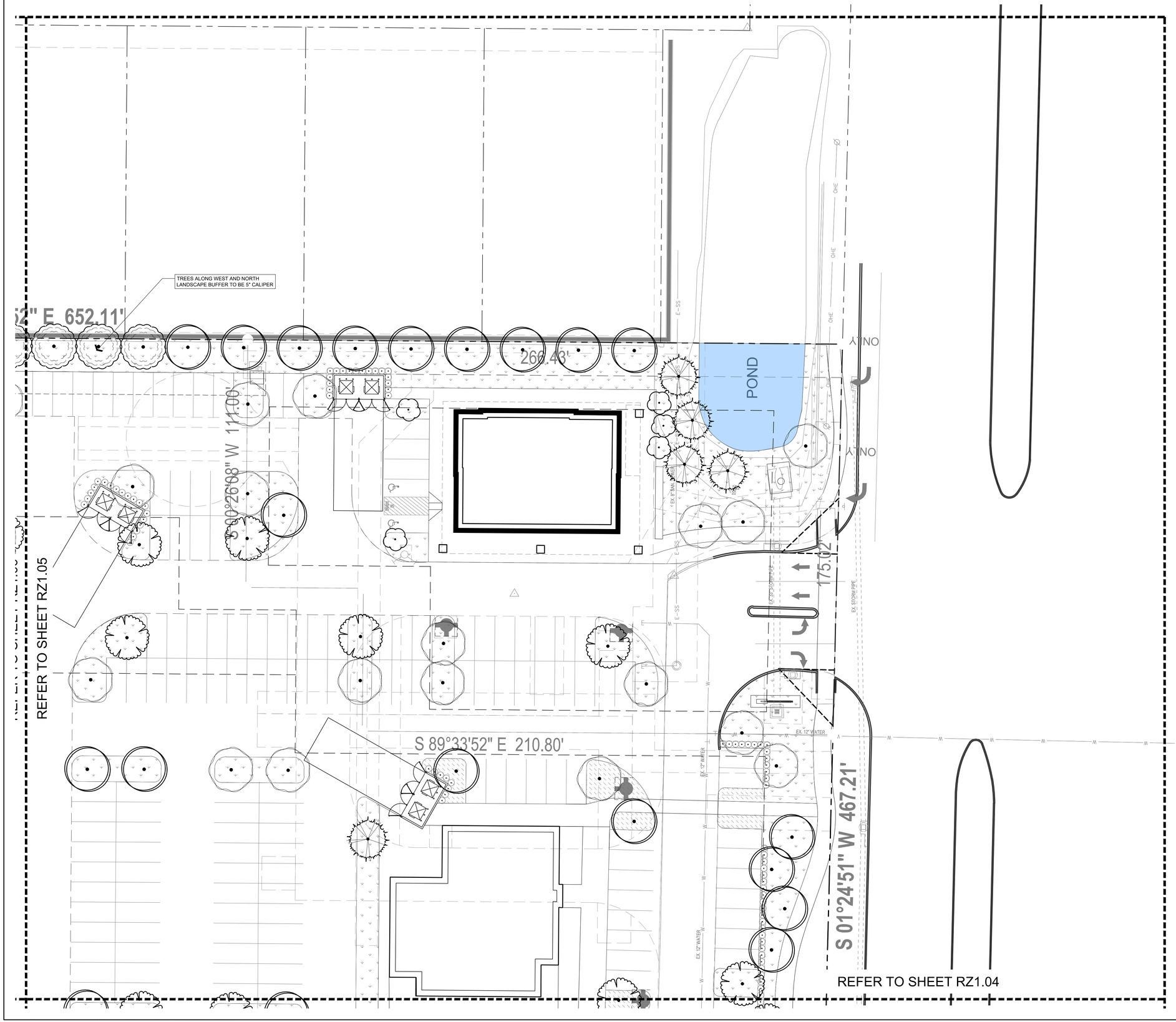
ENLARGEMENT LANDSCAPE PLAN

SHEET NUMBER

RZ1.05

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ORIGINAL SHEET SIZE: 24" X 36"



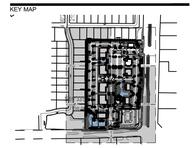
PLANT SCHEDULE

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KEY MAP



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Tylor D. Johnson
Registered Landscape Architect of the State of TEXAS

Registration Number: 3769

NOT FOR CONSTRUCTION

PROJECT

SADDLE CREEK COMMERCIAL

SADDLE CREEK INVESTMENTS, LTD.

ABSTRACT NUMBER 787

PROSPER, COLLIN COUNTY, TX

LANDDESIGN PROJ.#
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NO.	DESCRIPTION	DATE

SCALE

NORTH

VERT: N/A
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0 10 20 40

SHEET TITLE

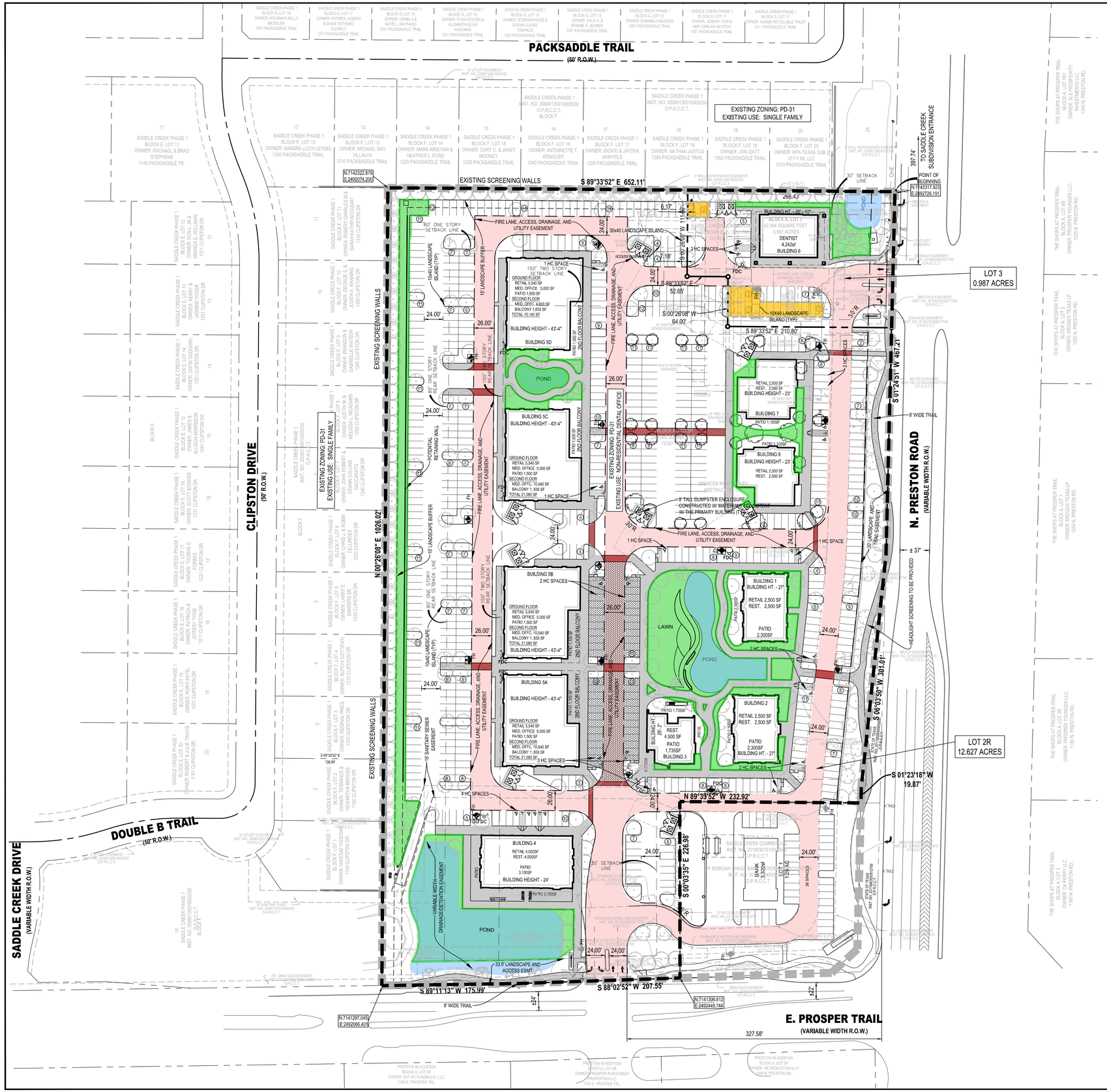
ENLARGEMENT LANDSCAPE PLAN

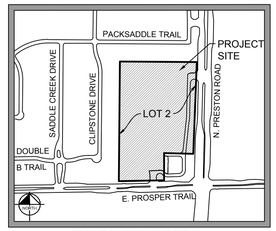
SHEET NUMBER

RZ1.06

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ORIGINAL SHEET SIZE: 24" X 36"





VICINITY MAP
NOT TO SCALE

tnp

60 30 0 60
SCALE IN FEET
1" = 60'

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED ZONING LINE
- EXISTING ZONING LIMITS
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE LANE
- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN CROSSING
- PROPOSED POND
- LOT 3 PHASE 2 DEVELOPMENT
- OPEN SPACE
- ENHANCED PAVEMENT

TOWN OF PROSPER STANDARD SITE PLAN NOTES:

1. All development standards shall follow Town Standards.
2. Landscaping shall conform to landscape plans approved by the Town of Prosper. All development standards shall follow Fire Requirements per the Town of Prosper.
3. 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.
4. All signage is subject to Building Official approval.
5. Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
6. The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
7. Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks", and detention pond "

SITE INFORMATION	
TOTAL LAND AREA:	13.614 AC. (593,039 S.F.)
CURRENT ZONING:	PD-31 - MIXED USE
PROPOSED ZONING:	PLANNED DEVELOPMENT
EXISTING USE:	NON-RESIDENTIAL, DENTAL OFFICE
PROPOSED USE:	MIXED USE - RETAIL, OFFICE, AND RESTAURANT
TOTAL BUILDING FOOTPRINT:	77,729 S.F.
TOTAL BUILDING AREA:	±115,122 S.F.
BUILDING HEIGHT:	45' MAX.
BUILDING TO LOT COVERAGE:	77,729/593,039=.131-> 13.1%
FLOOR AREA RATIO:	0.194:1
OPEN SPACE PROVIDED:	65,026 SF (10.9%)

NOTE: THE SITE IS SITUATED IN ZONE "X" OUTSIDE OF THE 100 YEAR FEMA FLOOD PLAIN AS SHOWN ON EXISTING FEMA MAPS 48085C0235J AND 48085C0120J BOTH EFFECTIVE ON 6/2/2009.

NOTE: AT THE SITE PLAN LEVEL, ENSURE ALL PROPOSED COMMERCIAL RESTAURANT/FOOD FACILITIES INSTALL THEIR OWN INDIVIDUAL MINIMUM 1,000 GALLON GREASE TRAP. GREASE TRAP MUST BE EXTERIOR, IN GROUND AND MUST INCLUDE A SAMPLE WELL. GREASE TRAP CANNOT BE INSTALLED IN A PARKING STALL OR FIRE LANE. GREASE TRAP SIZE AND LOCATION MUST BE SHOWN ON SITE PLAN PER HEALTH DEPARTMENT.

CASE NO. ZONE-26-0012

EXHIBIT H

OPEN SPACE PLAN
SADDLE CREEK COMMERCIAL

BLOCK A, LOT 2R & 3

593,039 SQUARE FEET
13.614 ACRES
BEING ALL OF BLOCK A, LOT 2R AND BLOCK A LOT 3 OF THE REPLAT OF SADDLE CREEK COMMERCIAL, AN ADDITION TO THE TOWN OF PROSPER, TEXAS AS RECORDED IN INSTRUMENT NUMBER 2025010000403 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

SITUATED IN THE
SPENCER RICE SURVEY, ABSTRACT NUMBER 787
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER
HORTON LIVING TRUST
436 Dixon Road
Farragut, TN 37934
Contact: Roy Horton
865.675.1255

OWNER
SADDLE CREEK INVESTMENTS, LTD.
5550 Granite Pkwy Ste 110
Plano, Tx 75024
Contact: Brad Burns
972.931.9585

PROJECT INFORMATION
Project No.: BRB 23074
Date: NOVEMBER 3, 2026
Drawn By: CAS
Scale: 1"=60'

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Jay Maddox

ENGINEER
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Cameron Slown

SHEET 1 of 1

tnp

SADDLE CREEK COMMERCIAL DEVELOPMENT AGREEMENT

THIS SADDLE CREEK COMMERCIAL DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Saddle Creek Investments, Ltd. and Horton Living Trust ("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 Saddle Creek Commercial ("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 _____, 2026, 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. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Materials," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

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

3. <u>Maintenance of Landscape Areas</u>.

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

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

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

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

5. 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.

6. 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.

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

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

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

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

If to Developer: Saddle Creek Investments, Ltd.
c/o Brad T. Burns
5550 Granite Parkway, Suite 110
Plano, TX 75024

And

Horton Living Trust
c/o Henry Roy Horton
436 Dixon Rd
Farragut, TN 37394

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

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

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

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

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

execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

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

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

17. Notification of Sale or Transfer; Assignment of Agreement. 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.

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

19. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent

of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

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

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

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

24. 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.

25. 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.

26. 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.

27. 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.

(REMINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

_____
Notary Public, State of Texas
My Commission Expires:

_____

DEVELOPER:

Saddle Creek Investments, Ltd

By: _____
Name: Brad T. Burns

Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2026, by Brad T. Burns on behalf of Saddle Creek Investments, Ltd., known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

_____
Notary Public, State of Texas
My Commission Expires:

_____

DEVELOPER:

Horton Living Trust

By: _____
Name: Henry Roy Horton

Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2026, by Henry Roy Horton on behalf of Horton Living 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.

_____
Notary Public, State of Texas
My Commission Expires:

_____

ZONE-26-0012

Exhibit A (1 of 2)

BEING a tract of land situated in the Spencer Rice Survey, Abstract Number 787, Town of Prosper, Collin County, Texas, said tract being all of Block A, Lot 2R and Block A, Lot 3 of the replat of Saddle Creek Commercial, an addition to the Town of Prosper, Texas as recorded in Instrument Number 2025010000403 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "DAA" found on the west right-of-way of Preston Road, a variable width right-of-way, for the southeast corner of Tract 1X, Block F of Saddle Creek Phase One, an addition to the Town of Prosper, Texas as recorded in Instrument Number 20080130010000330 of the Official Public Records of Collin County, Texas, same being the northeast corner of said Block A, Lot 3;

THENCE along the west right-of-way of said Preston Road same being the east line of said Block A, the following courses and distances;

South 01 degrees 24 minutes 51 seconds West, a distance of 467.21 feet to a TXDOT Monument (Aluminum Disk) found for corner;

South 06 degrees 03 minutes 50 seconds West, a distance of 301.01 feet to a TXDOT Monument (Aluminum Disk) found for corner;

South 01 degrees 23 minutes 18 seconds West, a distance of 19.87 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the most easterly southeast corner of said Block A, Lot 2R, same being the northeast corner of Block A, Lot 1 of Saddle Creek Commercial, an addition to the Town of Prosper, Texas as recorded in Instrument Number 20180301010000970 of the Official Public Records of Collin County, Texas

THENCE North 89 degrees 33 minutes 52 seconds West along the common line of said Block A, Lot 1, and said Block A, Lot 2R, a distance of 232.92 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northwest corner of said Block A, Lot 1, same being an ell corner of said Block A, Lot 2R;

THENCE South 00 degrees 03 minutes 35 seconds East continuing along the common line of said Block A, Lot 1, and said Block A, Lot 2R, a distance of 226.98 feet to a 5/8 inch iron rod with cap stamped "TNP" found on the north right-of-way of Prosper Trail, a variable width right-of-way for the southwest corner of said Block A, Lot 1, same being the most southerly southeast corner of said Block A, Lot 2R;

THENCE South 88 degrees 02 minutes 52 seconds West along the south line of said Block A, Lot 2R and the north right-of-way of said Prosper Trail, a distance of 207.55 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

THENCE South 89 degrees 11 minutes 13 seconds West continuing along the south line of said Block A, Lot 2R and the north right-of-way of said Prosper Trail, a distance of 175.99 feet to a "X" Cut found for the southeast corner of Tract 1X, Block F of said Saddle Creek Phase One same being the southwest corner of said Block A, Lot 2R;

THENCE North 00 degrees 26 minutes 08 seconds East departing the north right-of-way of said Prosper Trail and along the common of said Saddle Creek Phase One and said Block A, Lot 2R, a distance of 1026.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the northwest corner of said Block A, Lot 2R, same being an inner ell corner of said Saddle Creek Phase One;

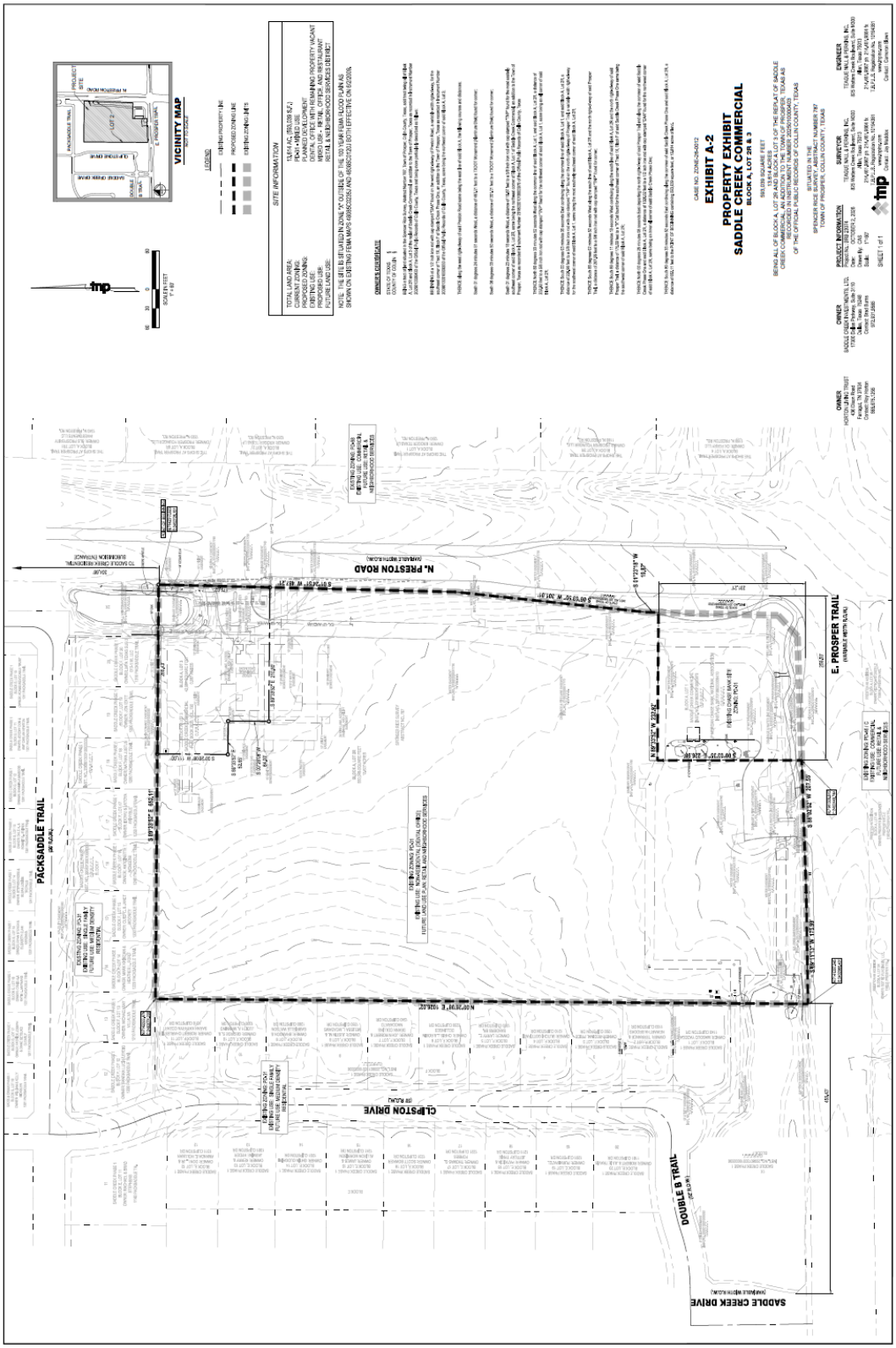
THENCE South 89 degrees 33 minutes 52 seconds East continuing along the common of said Saddle Creek Phase One and said Block A, Lot 2R, a distance of 652.11 feet to the POINT OF BEGINNING containing 593,039 square feet, or 13.614 acres of land.



Brian Jay Maddox II
Registered Professional Land Surveyor Texas No. 6659
Teague Nall and Perkins, Inc.
April 20, 2026

ZONE-26-0012

EXHIBIT A (2 of 2)



ZONE-26-0012

EXHIBIT B

Architectural and Building Design Standards:

1. Façade Plans for each building shall be required to be approved by the Director of Development Services.

2. Materials and colors shall be consistent throughout the Planned Development District.

3. No balconies may face residential properties.

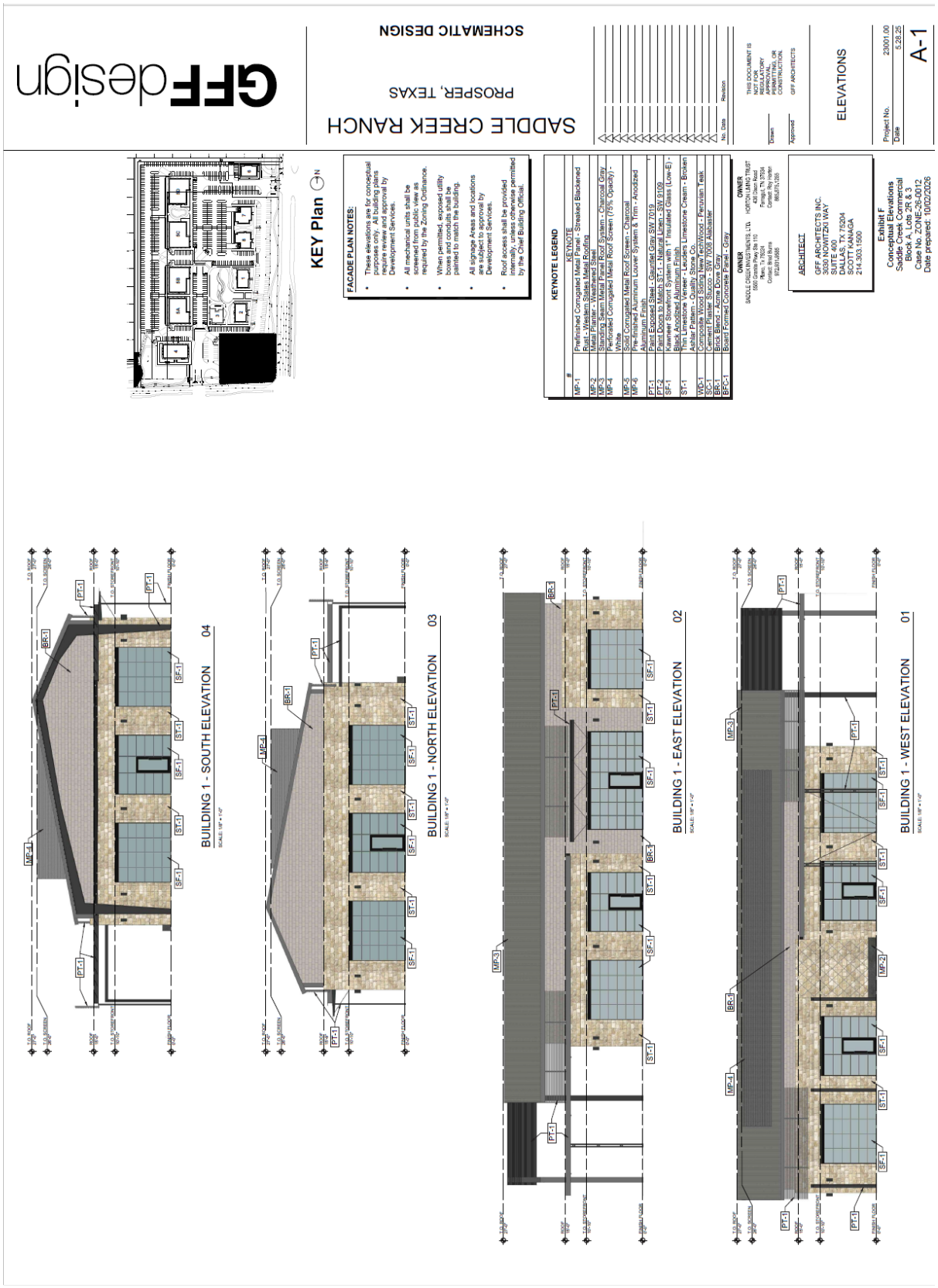
4. Exterior Building Material Requirements: The exterior of all buildings (excluding area occupied by windows and doors) shall be finished in one or more of the following materials indicated below.
    a. Masonry materials shall constitute a minimum of 80% of the building materials.
    Masonry Materials:
        - Brick (including thin brick),
        - Stone: natural stone, cast stone, manufactured stone
        - Rock
        - Marble
        - Granite
        - Architectural concrete masonry units (CMU) with a polished, burnished, honed, ground, or split faced finish, poured-in-place concrete, and tilt-wall concrete. Concrete products shall have an integrated color and be textured or patterned. Tilt-wall concrete structures shall include reveals, punch-outs, or other similar surface characteristics and adornments to enhance the façade. These products are allowed on no more than percent (10%) of each façade.
    b. Non-masonry materials may be incorporated on up to 20% of a façade (excluding area occupied by windows and doors).
        - Stucco (3-coat cement plaster system)
        - Pre-finished aluminum components and trim
        - Architectural steel elements
        - Architectural metal panels and composite metal panels and trim
        - Pre-finished aluminum louver systems
        - Simulated or real wood
        - High-density architectural quality fiber cement panels

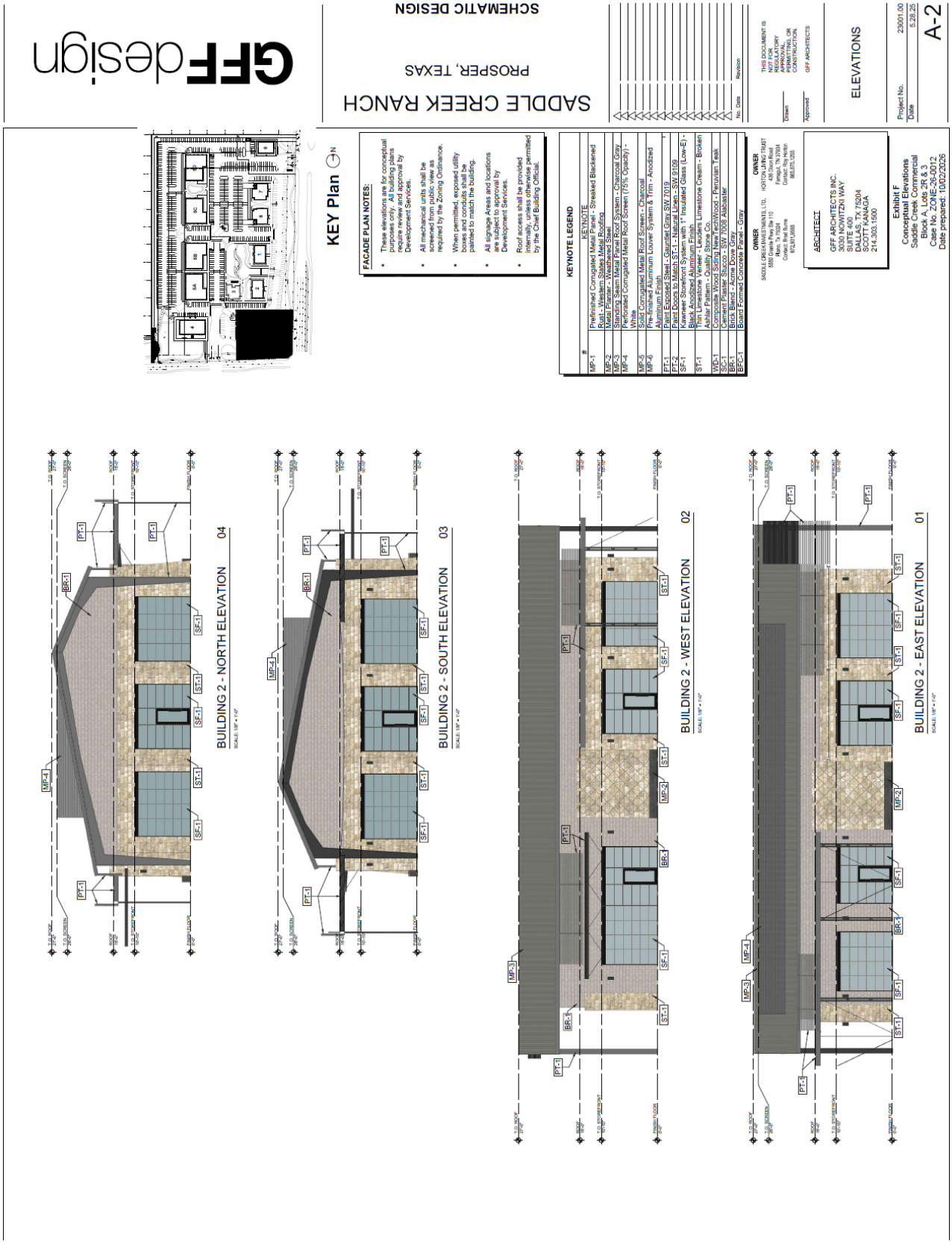
c. Side and Rear Facades: Side and rear facades on all buildings shall be finished the same as the primary street-facing facades.
d. Architectural glass with less than twenty percent (20%) reflectance.

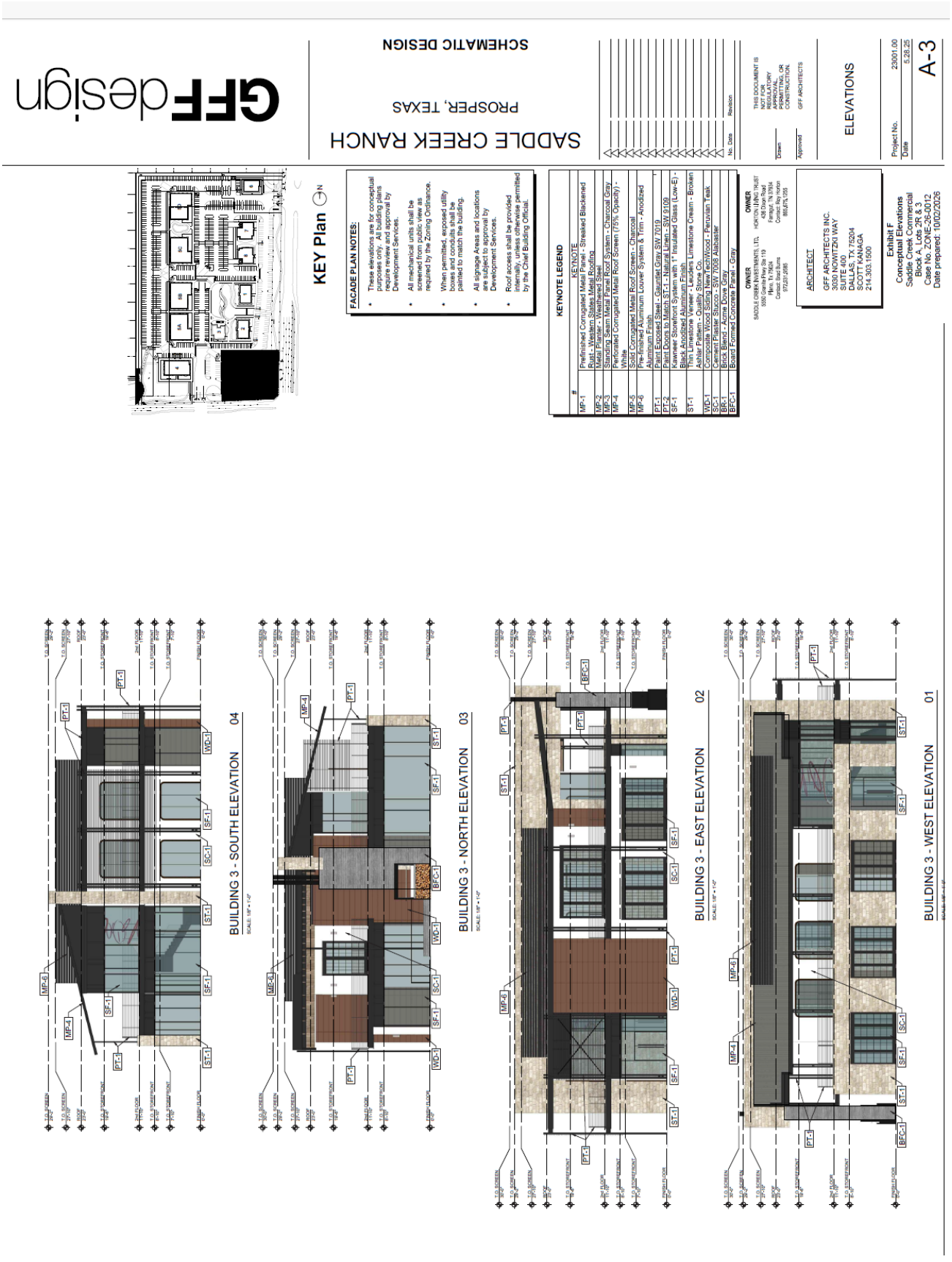
4. Architectural Features
   a. Facades of all primary commercial structures which face a street shall include the following key architectural features:
      - Colorful metal awnings, pre-finished aluminum or steel canopies, and open trellises composed of wood, aluminum, or steel members shall be used above windows, doors, storefront areas, and over outdoor patio and dining areas. The use of arcades, covered walkways, or porticos is also encouraged. Finishes on these elements shall be the same as those permitted on the buildings.
      - Windows, which may include see-through doors, shall be provided along all facades which face streets, such that they comprise at least 50% of the length of that face for buildings under 10,000 square feet in size, and at least 25% for buildings over 10,000 square feet in size.

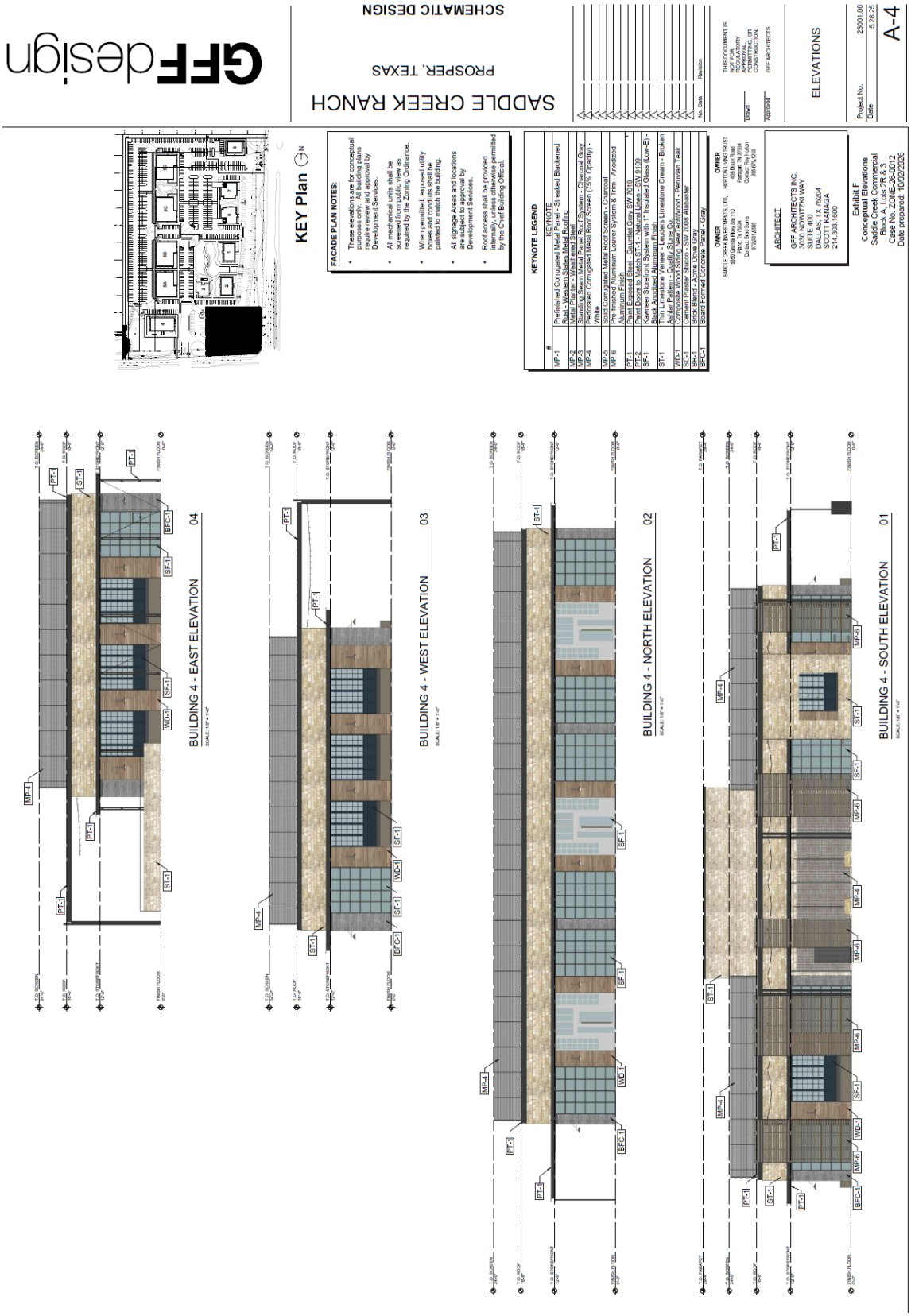
5. Roofs
   a. Roofline variations are required to reduce the visual scale of buildings, and to create visual interest. The roofs of non-residential buildings shall include at least two of the following elements:
      - Parapet walls that conceal flat roofs and rooftop equipment from eye level public view at adjacent public streets. Parapet walls shall vary in height and will include architectural detailing cornices, moldings, trims, variations in brick coursing, and other similar type detailing.
      - Overhanging eaves, extending past the supporting walls.
      - Two or more roof slope planes.
      - Sloping roofs. Sloped roof areas exposed to view shall be finished in a pre-finished metal material in a standing seam or similar profile. Finish shall be a Galvalume or similar painted finish. Snap-on batten strips exceeding ½" wide shall not be permitted.
      - Separate freestanding roof screens set back from the perimeter parapet walls. Roof screen finishes shall be prefinished architectural louvers and/or metal panels with 100% opacity.

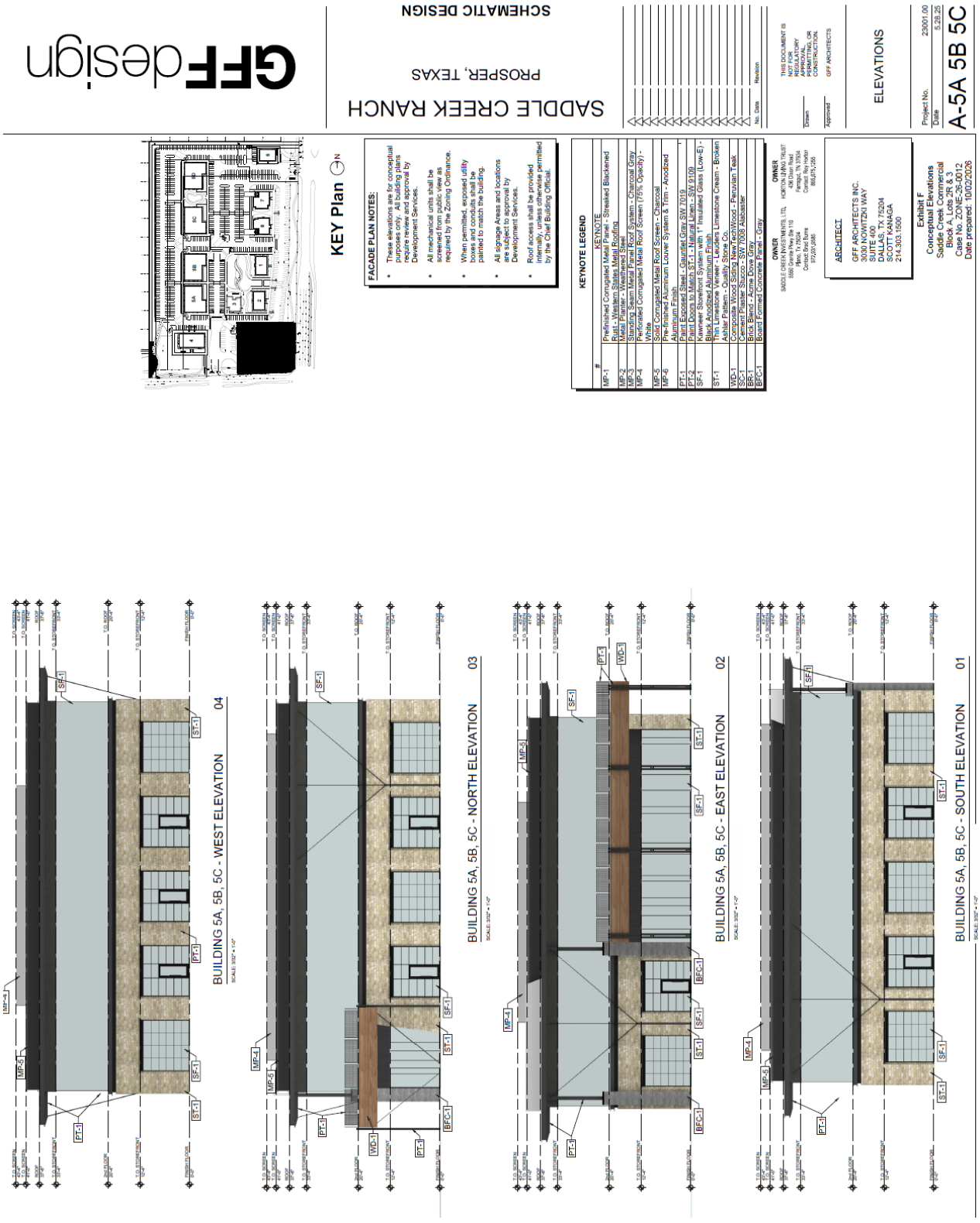
6. Color
   a. Exterior colors shall be low reflectance, subtle, neutral or earth tone colors.
   b. The use of high intensity, primary, black, or fluorescent colors is prohibited, except as trim or accent areas. Where used as trim or accents, those colors shall not exceed ten percent (10%) of any single façade, excluding all windows, doors, and glass construction materials.


GFF design
SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
ELEVATIONS
A-1
KEY Plan
FACADE PLAN NOTES:
KEYNOTE LEGEND
OWNER
ARCHITECT
Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026
BUILDING 1 - SOUTH ELEVATION 04
BUILDING 1 - NORTH ELEVATION 03
BUILDING 1 - EAST ELEVATION 02
BUILDING 1 - WEST ELEVATION 01

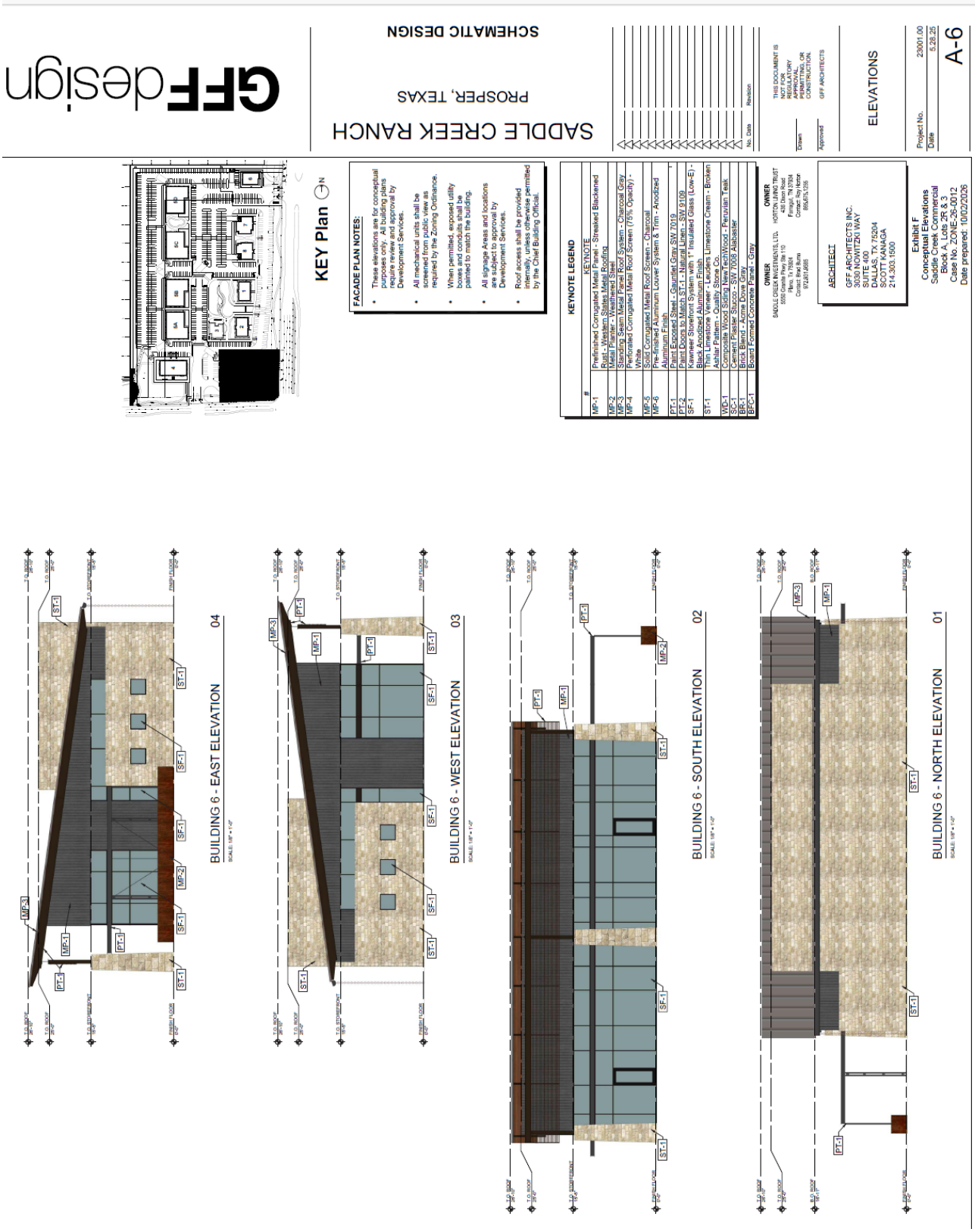

SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
GFF design
ELEVATIONS
A-2
KEY Plan
FACADE PLAN NOTES:
KEYNOTE LEGEND
OWNER
ARCHITECT
GFF ARCHITECTS INC.
Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026
BUILDING 2 - NORTH ELEVATION 04
BUILDING 2 - SOUTH ELEVATION 03
BUILDING 2 - WEST ELEVATION 02
BUILDING 2 - EAST ELEVATION 01


GFF design
SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
ELEVATIONS
A-3
KEY Plan
FACADE PLAN NOTES:
KEYNOTE LEGEND
OWNER
ARCHITECT
Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026
BUILDING 3 - SOUTH ELEVATION 04
BUILDING 3 - NORTH ELEVATION 03
BUILDING 3 - EAST ELEVATION 02
BUILDING 3 - WEST ELEVATION 01


GFFdesign
SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
ELEVATIONS
A-4
KEY Plan
FACADE PLAN NOTES:
KEYNOTE LEGEND
BUILDING 4 - EAST ELEVATION 04
BUILDING 4 - WEST ELEVATION 03
BUILDING 4 - NORTH ELEVATION 02
BUILDING 4 - SOUTH ELEVATION 01

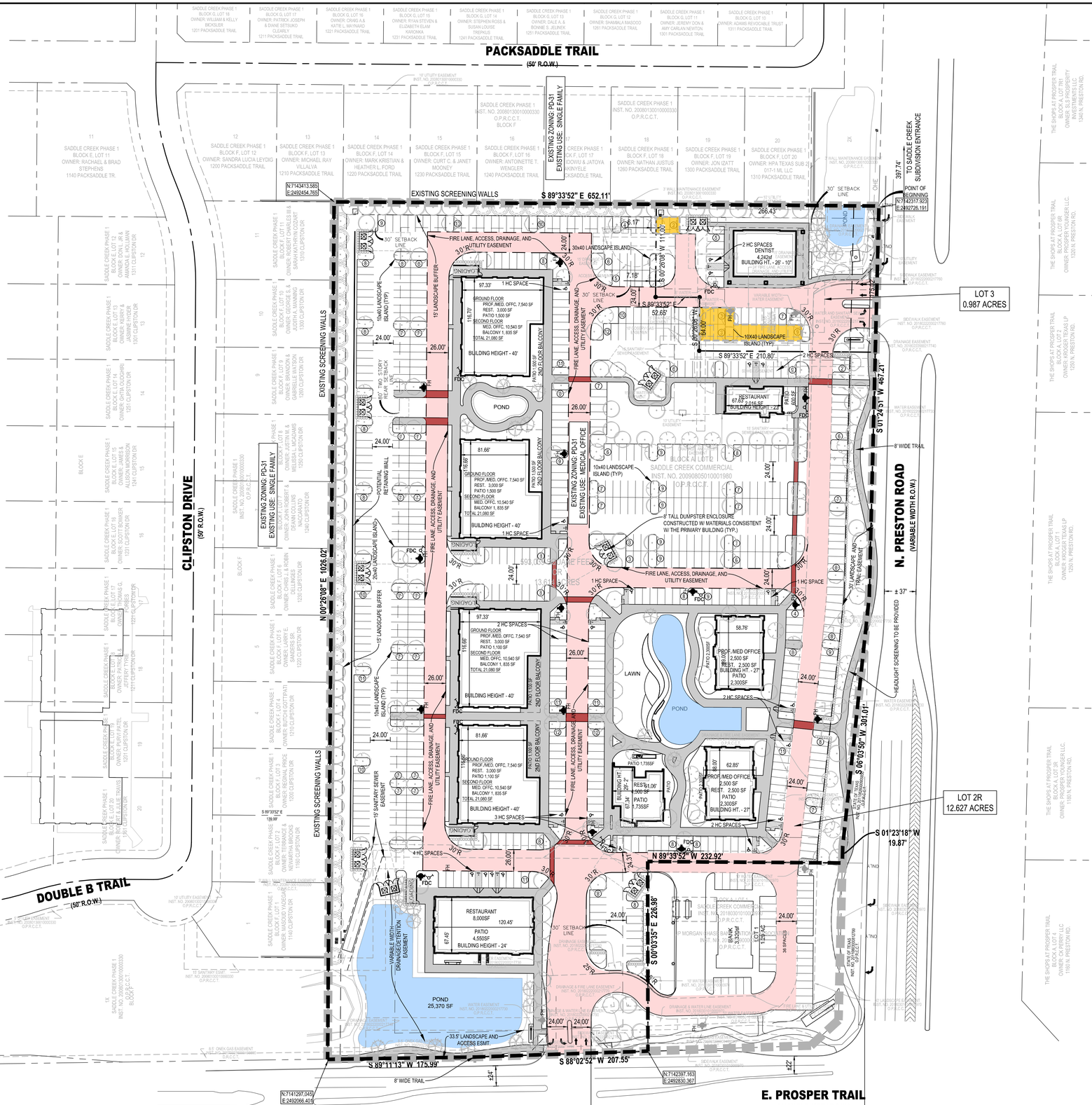

SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
GFFdesign
KEY Plan
FACADE PLAN NOTES:
These elevations are for conceptual purposes only. All building plans must be submitted for approval by Development Services.
All mechanical units shall be screened and noise levels as required by the Zoning Ordinance.
When permitted, exposed utility boxes and conduits shall be painted to match the building.
All signage Areas and locations are subject to approval by Development Services.
Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.
KEYNOTE LEGEND
KEYNOTE
MP-1 Prefinished Corrugated Metal Panel - Streaked Blackened Rust - Western States Metal Roofing
MP-3 Metal Panel - Charcoal Gray
MP-4 Standing Seam Metal Panel Roof System - Charcoal Gray
MP-5 Perforated Corrugated Metal Roof Screen (75% Opacity) - White
MP-6 Solid Corrugated Metal Roof Screen - Charcoal
PT-1 Paint Exposed Aluminum Louver System & Trim - Anodized Aluminum Finish
PT-2 Paint Exposed Steel - Gauntlet Gray SW 7019
SF-1 Paint Doors to Match ST-1 - Natural Linen - SW 9109
ST-1 Kawneer Storefront System with 1" Insulated Glass (Low-E) - Black Anodized Finish
WD-1 Thin Limestone Veneer - Leuders Limestone Cream - Broken Ashlar Pattern - Quality Stone Co.
BFC-1 Composite Wood Siding New TechWood - Peruvian Teak
SC-1 Cement Plaster Soffit - Level Finish
BR-1 Brick Blend - Acme Dove Gray
BFC-1 Board Formed Concrete Panel - Gray
OWNER
SADDLE CREEK INVESTMENTS, LTD.
5580 Granite Pkwy Ste 110
Plano, TX 75024
Contact: Scott Kanaga
972.930.3585
HORTON LIVING TRUST
438 Dixon Road
Fentress, TX 78104
Contact: Bob Horton
865.275.1265
ARCHITECT
GFF ARCHITECTS INC.
3030 NOWITZKI WAY
SUITE 400
DALLAS, TX 75204
SCOTT KANAGA
214.303.1500
Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. 2026-XXXX-ZC
Date prepared: 10/02/2026
THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Drawn
Approved
GFF ARCHITECTS
No. Date Revision
ELEVATIONS
Project No. 23001.00
Date 5.28.25
A-5A 5B 5C
BUILDING 5A, 5B, 5C - WEST ELEVATION 04
BUILDING 5A, 5B, 5C - NORTH ELEVATION 03
BUILDING 5A, 5B, 5C - EAST ELEVATION 02
BUILDING 5A, 5B, 5C - SOUTH ELEVATION 01

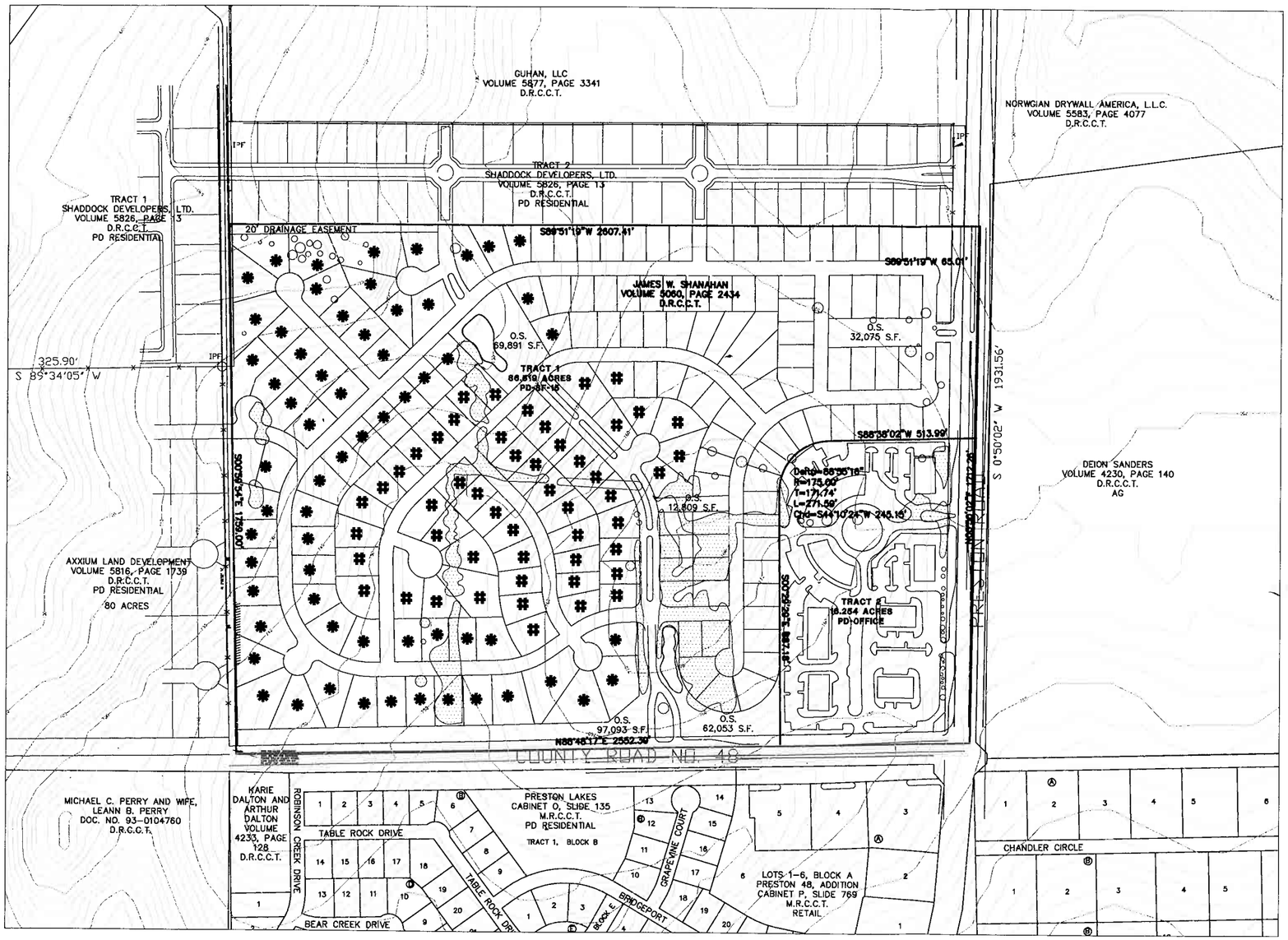
GFFdesign
SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
ELEVATIONS
A-5D
KEY Plan
FACADE PLAN NOTES:
KEYNOTE LEGEND
OWNER
ARCHITECT
Exhibit F
Conceptual Elevations
Saddle Creek Commercial
BUILDING 5D WEST ELEVATION 04
BUILDING 5D NORTH ELEVATION 03
BUILDING 5D EAST ELEVATION 02
BUILDING 5D SOUTH ELEVATION 01

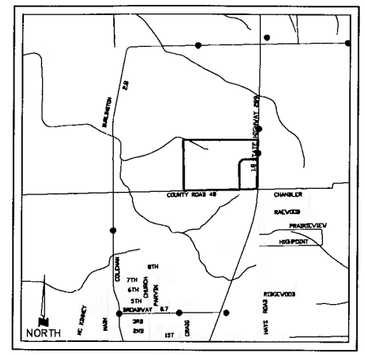

SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
GFFdesign
ELEVATIONS
Project No. 23001.00
Date 5.28.25
A-6
Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026
OWNER
SADDLE CREEK INVESTMENTS, LTD.
5550 Gratis Pkwy, Ste 110
Frisco, TX 75034
Contact: Brad Burns
972.601.4566
HORTON LIVING TRUST
438 Stern Road
Prosper, TX 75078
Contact: Ray Horton
985.675.1255
ARCHITECT
GFF ARCHITECTS INC.
3030 NOWITZKI WAY
SUITE 400
DALLAS, TX 75204
SCOTT KANAGA
214.303.1500
KEY Plan
FACADE PLAN NOTES:
KEYNOTE LEGEND
KEYNOTE
BUILDING 6 - EAST ELEVATION 04
BUILDING 6 - WEST ELEVATION 03
BUILDING 6 - SOUTH ELEVATION 02
BUILDING 6 - NORTH ELEVATION 01

GFF design
SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
ELEVATIONS
A-7
KEY Plan
FACADE PLAN NOTES:
KEYNOTE LEGEND
OWNER
ARCHITECT
Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026
BUILDING 7 - WEST ELEVATION 04
BUILDING 7 - NORTH ELEVATION 03
BUILDING 7 - EAST ELEVATION 02
BUILDING 7 - SOUTH ELEVATION 01

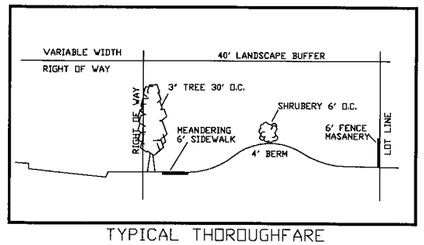
GFF design
SCHEMATIC DESIGN
SADDLE CREEK RANCH
PROSPER, TEXAS
No. Date Revision
THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Drawn
Approved
GFF ARCHITECTS
ELEVATIONS
Project No. 23001.00
Date 10.02.26
A-8
KEY Plan
FACADE PLAN NOTES:
These elevations are for conceptual purposes only. All building plans must be reviewed and approved by Development Services.
All mechanical units shall be screened from public view as required by the Zoning Ordinance.
When permitted, exposed utility boxes and conduits shall be painted to match the building.
All signage Areas and locations are subject to approval by Development Services.
Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.
KEYNOTE LEGEND
KEYNOTE
MP-1 Prefinished Corrugated Metal Panel - Streaked Blackened Rust - Western States Metal Roofing
MP-2 Metal Planter - Weathered Steel
MP-3 Standing Seam Metal Panel Roof System - Charcoal Gray
MP-4 Perforated Corrugated Metal Roof Screen (75% Opacity) - White
MP-5 Solid Corrugated Metal Roof Screen - Charcoal
MP-6 Pre-finished Aluminum Louver System & Trim - Anodized Aluminum Finish
PT-1 Paint Exposed Steel - Gauntlet Gray SW 7019
PT-2 Paint Door Metal - Tricorn Black SW 6258
SF-1 Kawneer Storefront System with 1" Insulated Glass (Low-E) - Black Anodized Aluminum Finish
ST-1 Thin Limestone Veneer - Leuders Limestone Cream - Broken Ashlar Pattern - Quality Stone Co.
WD-1 Cement Plaster Soffit - Wood Wood Look - Peruvian Teak
SC-1 Cement Plaster Stucco - SW 7008 Alabaster
BR-1 Brick Blend - Acme Dove Gray
BFC-1 Board Formed Concrete Panel - Gray
OWNER
SADDLE CREEK INVESTMENTS, LTD. 5839 Cowlk Pkwy Ste 110 Plano, Tx 75024 (972) 381.9888
HORTON LIVING TRUST 438 Dixon Road Forney, TX 75126 Contact: Mark Horton 865.679.1226
ARCHITECT
GFF ARCHITECTS INC. 3030 NOWITZKI WAY SUITE 400 DALLAS, TX 75204 SCOTT KANAGA 214.303.1500
Exhibit F
Conceptual Elevations
Saddle Creek Commercial
Block A, Lots 2R & 3
Case No. ZONE-26-0012
Date prepared: 10/02/2026
BUILDING 8 - WEST ELEVATION 04
BUILDING 8 - NORTH ELEVATION 03
BUILDING 8 - EAST ELEVATION 02
BUILDING 8 - SOUTH ELEVATION 01


PACKSADDLE TRAIL
(50' R.O.W.)
CLIPSTON DRIVE
(50' R.O.W.)
N. PRESTON ROAD
(VARIABLE WIDTH R.O.W.)
DOUBLE B TRAIL
(50' R.O.W.)
SADDLE CREEK DRIVE
(VARIABLE WIDTH R.O.W.)
E. PROSPER TRAIL
(VARIABLE WIDTH R.O.W.)
EXISTING SCREENING WALLS
EXISTING ZONING: PD-31
EXISTING USE: SINGLE FAMILY
EXISTING ZONING: PD-31
EXISTING USE: MEDICAL OFFICE
N 7143413.585
E 2492454.765
POINT OF BEGINNING
N 7143317.923
E 2493726.191
S 89°33'52" E 652.11'
N 00°26'08" E 1026.02'
S 01°24'51" W 467.21'
S 01°23'18" W 19.87'
N 89°33'52" W 232.92'
S 00°03'35" E 226.98'
S 06°03'50" W 301.01'
S 89°11'13" W 175.99'
S 88°02'52" W 207.55'
N 7141297.048
E 2492066.401
N 7142297.163
E 2492830.367
LOT 3
0.987 ACRES
LOT 2R
12.627 ACRES
POND
25,370 SF
LAWN
BUILDING HEIGHT - 40'
2 HC SPACES
DENTIST
4,242sf
BUILDING HT. - 26' - 10"
RESTAURANT
67.65' x 216' SF
BUILDING HEIGHT - 23'
RESTAURANT
8,000SF
PATIO
4,550SF
BUILDING HEIGHT - 24'
PROF./MED. OFFICE
2,500 SF
REST. 2,500 SF
PATIO
2,300SF
BUILDING HT. - 27'
PROF./MED. OFFICE
2,500 SF
REST. 3,000 SF
PATIO 1,100 SF
BUILDING HT. - 27'
BANK
3,320sf
LOT 1
1.25 AC
36 SPACES
GROUND FLOOR
PROF./MED. OFFC. 7,540 SF
REST. 3,000 SF
PATIO 1,500 SF
SECOND FLOOR
MED. OFFC. 10,540 SF
BALCONY 1, 835 SF
TOTAL 21,080 SF
BUILDING HEIGHT - 40'
1 HC SPACE
3 HC SPACES
4 HC SPACES
10x40 LANDSCAPE ISLAND (TYP)
20x40 LANDSCAPE ISLAND
15' LANDSCAPE BUFFER
10' LANDSCAPE BUFFER
30' SETBACK LINE
FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT (NOT PLACED ON SITE)
8' TALL DUMPSTER ENCLOSURE CONSTRUCTED W/ MATERIALS CONSISTENT W/ THE PRIMARY BUILDING (TYP.)
8' WIDE TRAIL
33.5' LANDSCAPE AND ACCESS ESMT.
30' LANDSCAPE AND UTILITY EASEMENT
HEADLIGHT SCREENING TO BE PROVIDED
POTENTIAL RETAINING WALL
TO SADDLE CREEK SUBDIVISION ENTRANCE
397.74'
266.43'
SADDLE CREEK PHASE 1
BLOCK E, LOT 11
OWNER: RACHAEL & BRAD STEPHENS
1140 PACKSADDLE TR.
SADDLE CREEK PHASE 1
BLOCK F, LOT 12
OWNER: SANDRA LUCIA LEYDIG
1200 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 13
OWNER: MICHAEL RAY VILLALVA
1210 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 14
OWNER: MARK KRISTIAN & HEATHER L. FORD
1220 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 15
OWNER: CURT C. & JANET MOONEY
1230 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 16
OWNER: ANTOINETTE T. WENGLER
1240 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 17
OWNER: IDOWU & JATOYA WHYLE
1250 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 18
OWNER: NATHAN JUSTUS
1260 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 19
OWNER: JON IZATT
1300 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 20
OWNER: HPA TEXAS SUB 2017-1 ML, LLC
1310 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK F, LOT 1
OWNER: JUSTIN M. & MELISSA L. MCADAMS
1250 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 2
OWNER: TERRANCE & KENDRA PARKS
1240 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 3
OWNER: GABRIELLE WATSON
1230 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK E, LOT 14
OWNER: JAMES & ALLISON MORRISON
1241 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK E, LOT 15
OWNER: JASMINE HYDER
1301 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK E, LOT 16
OWNER: DONNIE L. JR & AMANDA E. HOLLMAN
1311 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK E, LOT 17
OWNER: SARAH KATHRYN COZART
1310 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 4
OWNER: JOHN ROBERT & DEANN COLLINS
1240 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 5
OWNER: JEFFERY TYNE
1231 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 6
OWNER: PATRICK & JULIE TRAVIS
1241 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 7
OWNER: PURVI PATEL
1251 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 8
OWNER: REGINAL PRICE
1260 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 9
OWNER: RENTON & GABRIELLE WATSON
1250 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 10
OWNER: BUTCH GOTTPATI
1270 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 11
OWNER: JUDITH A. MANNING
1300 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 12
OWNER: LARRY E. SAUDERS SR.
1220 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 13
OWNER: DEANGELO & JASMINE HYDER
1331 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 14
OWNER: JAMES & ALLISON MORRISON
1241 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 15
OWNER: JOHN ROBERT & DEANN COLLINS
1230 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 16
OWNER: CHRIS J & ROBIN DELUNGES
1220 CLIPSTON DR
SADDLE CREEK PHASE 1
BLOCK F, LOT 17
OWNER: OWNER: PATRICK JOSEPH & DIANE SETSUKO CLEARLY
1211 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK G, LOT 16
OWNER: CRAIG A.& KATIE L. MAYNARD
1221 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK G, LOT 15
OWNER: RYAN STEVEN & ELIZABETH ELAM KAROWKA
1231 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK G, LOT 14
OWNER: STEPHEN ROSS & SUSAN LOUISE TREPHUS
1241 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK G, LOT 13
OWNER: CHASE A. & BONNIE S. JELINEK
1251 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK G, LOT 12
OWNER: SHAMMILA MASOOD
1261 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK G, LOT 11
OWNER: JEREMY DON & AMY CARLAN NEWTON
1301 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
BLOCK G, LOT 10
OWNER: ADAMS REVOCABLE TRUST
1311 PACKSADDLE TRAIL
SADDLE CREEK PHASE 1
INST. NO. 20090130010000330
O.P.R.C.C.T.
BLOCK F
SADDLE CREEK COMMERCIAL
INST. NO. 20090805010001980
O.P.R.C.C.T.
BLOCK A LOT 2
SADDLE CREEK COMMERCIAL
INST. NO. 20180301010001980
O.P.R.C.C.T.
BLOCK A LOT 1
OF MORGAN-MASSEY ADDITION
INST. NO. 20180301010001980
O.P.R.C.C.T.
THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 7R1
OWNER: SLS PROSPERITY PARTNERS, LLC
1340 N. PRESTON RD.
THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 8R
OWNER: PROSPER TOWNBEER LLC.
1330 N PRESTON RD.
THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 2
OWNER: PROSPER TEXAS LP
1500 N PRESTON RD.
THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 1
OWNER: CK FERRY LLC
1160 N. PRESTON RD.
PRESTON 48 ADDITION
BLOCK A, LOT 5R
OWNER: SCF RC FUNDING IV, LLC.
1160 E. PROSPER TRL.
PRESTON 48 ADDITION
BLOCK A, LOT 4R
OWNER: PROSPER INVESTMENT PROPERTIES LLC
1180 E. PROSPER TRL.
PRESTON 48 ADDITION
BLOCK A, LOT 3R
OWNER: VICTRON STORES LP
1200 N. PRESTON RD.
13.614 ACRES
593,039 SF
BLOCK A, LOT 2
SADDLE CREEK COMMERCIAL
INST. NO. 20090805010001980
O.P.R.C.C.T.
BLOCK A LOT 2R
SADDLE CREEK COMMERCIAL
INST. NO. 20180301010001980
O.P.R.C.C.T.
BLOCK A LOT 3R
SADDLE CREEK COMMERCIAL
INST. NO. 20180301010001980
O.P.R.C.C.T.
BLOCK E
BLOCK F
BLOCK A LOT 2
BLOCK A LOT 2R
BLOCK A LOT 3R
BLOCK A LOT 1
BLOCK A LOT 2
BLOCK A LOT 1
BLOCK A LOT 3R
BLOCK A LOT 2R
BLOCK A LOT 2
BLOCK A LOT 1
BLOCK A LOT 2R
BLOCK A LOT 3R
BLOCK A LOT 1
BLOCK A LOT 2

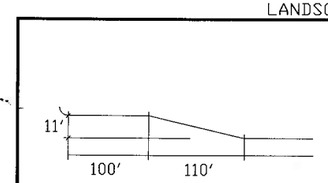




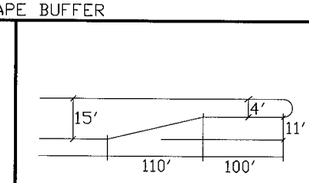
LOCATION MAP
NOT TO SCALE



TYPICAL THOROUGHFARE
LANDSCAPE BUFFER



TYPICAL RIGHT-TURN LANE



TYPICAL LEFT-TURN LANE

SUMMARY TABLE:	
PROPOSED: PD RESIDENTIAL	
GROSS ACREAGE:	98.039
OFFICE:	15.0
LANDSCAPE& TREE PRESERVATION:	6.5
NET RESIDENTIAL:	76.99

\# - 12,500 - 15,000 S.F. LOT

* - 15,000 - 25,000 S.F. LOT

GRAPHIC SCALE
0 200 400
(IN FEET)
1 inch = 200 ft.

EXISITNG: SF-15
PROPOSED: PD SF-15 & OFFICE

NET AREA OF RESIDENTIAL: 85.028
POTENTIAL NET DENSITY: 2.7 UPA
DENSITY CAP: 225 LOTS

THE THOROUGHFARES SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY AND DO NOT SET THE ALIGNMENTS. ALIGNMENTS ARE DETERMINED AT FINAL PLAT.

OWNER:
JAMES SHANAHAN
5151 SPANISH OAKS DRIVE
FRISCO, TEXAS 75034

APPLICANT:
BTB DEVELOPMENT INC.
BRAD BURNS, PRESIDENT
17300 DALLAS PARKWAY SUITE 3110
DALLAS, TEXAS 75248

REPRESENTATIVE:
DOWDEY ANDERSON & ASSOC.
MARDY BROWN
5225 VILLAGE CREEK DR. STE.200
PLANO, TEXAS 75093
469-576-1272
972-931-9538(FAX)

ZONING CASE - Z06-9
EXHIBIT-D

102.773 ACRE PD ZONING

SINGLE FAMILY RESIDENTIAL
COLLIN COUNTY SCHOOL LAND , ABS. 787
TOWN OF PROSPER , TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB
MJB	MJB	MJB	5/25/06	1"=200'	06-037

X:\Projects LDD\06037\planning\zoning.dwg, Layout1, 6/14/2006 3:50:01 PM, dhurst, Dowdey, Anderson & Associates, Inc., DHU

From: noreply@civicplus.com
To: TSO Office; Planning
Subject: [*EXTERNAL*] - Online Form Submittal: Public Comment Request Form
Date: Wednesday, October 14, 2026 1:42:43 PM

***** | ATTENTION, PLEASE VERIFY THIS EMAIL OR CALENDAR INVITE | This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Public Comment Request Form

Instructions

- If you are attending in person, please submit this form to the Town Secretary or the staff person recording the minutes prior to the meeting. When called upon, please come to the podium and state your name and address for the records.
- If you are watching online, please submit this form prior to 4:00 p.m. on the day of the meeting in order for your comments to be filed into the record. The Town assumes no responsibility for technical issues beyond our control.
- In compliance with the Texas Open Meetings Act, the Town Council, Board, and/or Commission may not deliberate or vote on any matter that does not appear on the agenda. The Town Council/, Board, and/or 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, Board, Commission, or Committee meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council, Board, Commission, or Committee. Any person making personal, impertinent, profane, or slanderous remarks or who becomes boisterous while addressing the Town Council, Board, Commission, or Committee member or while attending the meeting shall be removed from the room if so directed by the Mayor or presiding officer, and that person shall be barred from further audience before the Town Council, Board, Commission, or Committee during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.
- **Citizen Comments** are limited up to three minutes with a cumulative total for Citizens' Comments not to exceed 15 minutes.
- **Agenda Items/Public Hearing Comments** are limited up to three minutes. If multiple individuals wish to speak, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes. **You must indicate in the comments section on the form whom you are yielding your time.** Comments during a public hearing are limited to a cumulative total of 60

minutes for those in favor of an item, and 60 minutes for those in opposition to an item.

Public Comment Request Form	
Date:	10/14/2026
First Name	Henry
Last Name	Horton
Address	436 Dixon Road
Town/City	Farragut
State	TN
Zip Code	37934
Phone Number	[redacted]
Email Address	[redacted]
Please select the meeting type:	Planning and Zoning Commission
I am attending*	Watching Online
Purpose	Agenda Item
Agenda Item Number	4
Comments:	I, Henry Horton, am a Trustee for the Horton Living Trust who owns the Heartland Dental property located at 1321 N Preston Road. Several months ago Brad Burns with Saddle Creek Development shared the comprehensive proposed development plan with me. I am 100% in favor of the Saddle Creek rezoning request and the proposed development.
Please select one:	I do not wish to speak
Please select one for this item to be recorded in the meeting minutes.	SUPPORT

Email not displaying correctly? View it in your browser.

TRANSMITTAL OF WRITTEN PROTESTS - ZONING CASE ZONE-25-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road & Prosper Trail

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078
Copy: Town Secretary
Date of hand delivery: October 12th, 2026 Time: _____

Enclosed for filing are sixteen (16) written protests of zoning case ZONE-25-0012 (successor case to ZONE-25-0012), each signed by the owner(s) of the property identified on the protest, submitted pursuant to Texas Local Government Code Section 211.0061 (formerly Section 211.006(d)) and Town of Prosper Unified Development Code Section 2.03(F)(3). Each protested property is located within 200 feet of the area covered by the proposed change. This delivery is made in advance of the filing deadline of 5:00 p.m. on the fourth working day preceding the October 27, 2026 Town Council public hearing.

The undersigned delivers these protests as a courtesy on behalf of the signing owners. Additional protests may be filed prior to the deadline.

PROTESTED PROPERTIES ENCLOSED:

#	Property Address (all Prosper, TX 75078)
1	1201 Packsaddle Trl
2	1211 Packsaddle Trl
3	1220 Packsaddle Trl
4	1221 Packsaddle Trl
5	1230 Packsaddle Trl
6	1231 Packsaddle Trl
7	1240 Packsaddle Trl
8	1241 Packsaddle Trl
9	1250 Packsaddle Trl
10	1251 Packsaddle Trl
11	1260 Packsaddle Trl
12	1300 Packsaddle Trl
13	1310 Packsaddle Trl
14	1311 Packsaddle Trl
15	1140 Clipston Dr
16	1160 Clipston Dr
17	1161 Clipston Dr
18	1200 Clipston Dr
19	1201 Clipston Dr
20	1211 Clipston Dr
21	1221 Clipston Dr
22	1230 Clipston Dr
23	1231 Clipston Dr
24	1241 Clipston Dr
25	1250 Clipston Dr
26	1251 Clipston Dr
27	1300 Clipston Dr
28	1310 Clipston Dr
29	1311 Clipston Dr

30	Collin CAD Property ID: 2637654 Legal Description: SADDLE CREEK PHASE ONE (CPR), BLK F, LOT 1X; OP SPACE & SIDEWALK EASEMENT

REQUESTS: (1) Please date-stamp the enclosed duplicate of this transmittal as acknowledgment of receipt of the sixteen protests listed above. (2) Please include each protest and this transmittal in the public record for ZONE-25-0012. (3) Pursuant to UDC Section 2.03(F)(3), please provide written confirmation of the Town's calculation of the protested area, and the percentage of the area within 200 feet that it represents, when that calculation is performed, and identify any enclosed protest the Town determines not to count and the reason.

Delivered by: Curt Mooney, 1230 Packsaddle Trail, Prosper, TX 75078 | 972.567.6803

Signature: _____

TOWN RECEIPT ACKNOWLEDGMENT

The Town of Prosper Planning Division acknowledges receipt of this transmittal and all fourteen (14) enclosed written protests for zoning case ZONE-25-0012 listed above.

Received by (name/title): Michelle Grove - Sr. Admin Asst.

Signature: _____ Date: 10/13/25 Time: 4:36 pm

Date stamp:

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1201 PACKSADDLE TRL, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9-26-26

Printed Name: WILLIAM BICKSLER

Owner 2 Signature (if jointly owned): _____ Date: 9-26-26

Printed Name: Kelly Bicksler

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1211 PACKSADDLE TRAIL, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9.29.26

Printed Name: PATRICK CLEARY

Owner 2 Signature (if jointly owned): _____ Date: 9.29.26.

Printed Name: DIANE CLEARY

Contact Phone or Email (optional, for verification): _____

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

WE OPPOSE THIS BUILDING PROJECT DUE TO NOISE FROM TRUCKS AND THE RODENTS PROBLEMS THAT WILL COME FROM THE RESTAURANTS.

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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PROTESTED PROPERTY

Property Address: 1220 Packsaddle Trail, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: K.M Sokel Date: 9/24/26

Printed Name: Kristen Sokel

Owner 2 Signature (if jointly owned): [signature] Date: 9/24/26

Printed Name: Javed Sokel

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

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PROTESTED PROPERTY

Property Address: 1221 Packsaddle Trl, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9-27-26

Printed Name: Craig Maynard

Owner 2 Signature (if jointly owned): _____ Date: 9/26/26

Printed Name: Katie Maynard

Contact Phone or Email (optional, for verification): _____

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Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1230 PACKSADDLE TRL, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: Curt Mooney Date: 9/27/26

Printed Name: CURT MOONEY

Owner 2 Signature (if jointly owned): Janet Mooney Date: 9/28/26

Printed Name: JANET MOONEY

Contact Phone or Email (optional, for verification): _____

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1231 Packsaddle Trail, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9/24/2026

Printed Name: Ryan Karonka

Owner 2 Signature (if jointly owned): Elizabeth Karonka Date: 9/24/2026

Printed Name: Elizabeth Karonka

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1240 PACKSADDLE TRAIL, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 09/26/2026

Printed Name: John M Perry

Owner 2 Signature (if jointly owned): Christine M. Perry Date: 09/26/26

Printed Name: Christine M. Perry

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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PROTESTED PROPERTY

Property Address: 1241 PACKSADDLE TRL ~~1251 CLIPSTON~~, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: Susan Tiepkus Date: 9-26-25

Printed Name: SUSAN TIEPKUS

Owner 2 Signature (if jointly owned): _____ Date: _____

Printed Name: _____

Contact Phone or Email (optional, for verification): _____

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1250 Packsaddle Trail, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: Idowu Akinyde Date: 9/26/2026

Printed Name: Idowu Akinyde

Owner 2 Signature (if jointly owned): Tatyc Akinyde Date: 9/26/2026

Printed Name: Tatyc Akinyde

Contact Phone or Email (optional, for verification): _____

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1251 Pack Saddle Trail, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: Dale A Jelinek Date: 9-28-26

Printed Name: Dale A. Jelinek

Owner 2 Signature (if jointly owned): Bonnie S Jelinek Date: 9-28-26

Printed Name: Bonnie S. Jelinek

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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PROTESTED PROPERTY

Property Address: 1260 Packsaddle Trl, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9/27/2026

Printed Name: Nathan Justus

Owner 2 Signature (if jointly owned): _____ Date: 9/27/2026

Printed Name: Riika Justus

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

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PROTESTED PROPERTY

Property Address: 1306 Packsaddle Trl, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9/28/26

Printed Name: Jonathan Izatt

Owner 2 Signature (if jointly owned): _____ Date: 9/28/26

Printed Name: Jessica Izatt

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

When we purchased this home we were told it would only be business/medical offices behind us.

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

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PROTESTED PROPERTY

Property Address: 1310 Parksaddle TRL, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9-26-2026

Printed Name: Brandon Kessler

Owner 2 Signature (if jointly owned): _____ Date: 9-26-2026

Printed Name: Jessica Kessler

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

After 20 years of inaction, expanding restaurant, Retail, and administrative approval uses is NOT required to complete the development of this land.

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

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I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1311 Jacksaddle Trail, Prosper, TX 75078

Collin CAD Property ID (optional): 2637624

OWNER(S) AS SHOWN ON THE DEED ADAMS REVOCABLE TRUST

Owner 1 Signature: David Adams - Trustee Date: 9/25/2026

Printed Name: David Adams, TRUSTEE

Owner 2 Signature (if jointly owned): Naomi Ruth Adams trustee Date: 9/25/2026

Printed Name: Naomi Ruth Adams, Trustee

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

We protest any changes to current zoning under which we purchased our property and Saddle Creek was developed.

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1140 Elipston Dr, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 10/11/26

Printed Name: Masoud Yadegar

Owner 2 Signature (if jointly owned): _____ Date: _____

Printed Name: _____

Contact Phone or Email (optional, for verification): _____

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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PROTESTED PROPERTY

Property Address: 1160 Clipston Dr., Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 09/29/2026

Printed Name: Newartha Brooks

Owner 2 Signature (if jointly owned): _____ Date: _____

Printed Name: _____

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1161 Clipstone Dr., Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: _____

Printed Name: Robert TRAVIS

Owner 2 Signature (if jointly owned): _____ Date: _____

Printed Name: Julie Travis

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1200 Clipston Dr, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 10/8/2026

Printed Name: Regina Price

Owner 2 Signature (if jointly owned): _____ Date: _____

Printed Name: _____

Contact Phone or Email (optional, for verification): _____

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1201 Clipston Drive, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 09/27/26

Printed Name: Dhruv Soni

Owner 2 Signature (if jointly owned): _____ Date: 9/27/26

Printed Name: Purvi Patel

Contact Phone or Email (optional, for verification): _____

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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PROTESTED PROPERTY

Property Address: 1211 Clipston Dr, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9/27/2026

Printed Name: Ken Glavan

Owner 2 Signature (if jointly owned): LaurenC Glavan Date: 9/27/2026

Printed Name: Lauren Glavan

Contact Phone or Email (optional, for verification): LaurenC

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

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PROTESTED PROPERTY

Property Address: 1221 CLIPSTON, Prosper, TX 75078

Collin CAD Property ID (optional): /

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: _____

Printed Name: Thomas Forbes FORBES

Owner 2 Signature (if jointly owned): Anne C. Forbes Date: _____

Printed Name: Anne Forbes

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

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PROTESTED PROPERTY

Property Address: 1230 Clipston Dr, Prosper, TX 75078

Collin CAD Property ID (optional): 2637601

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: Chair J Dellinger Date: 9/26/2026

Printed Name: Chair J Dellinger

Owner 2 Signature (if jointly owned): Robin Dellinger Date: 9/26/2026

Printed Name: Robin Dellinger

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

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WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1231 CLIPSTON, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: Scott Bowker Date: 9/22/2026

Printed Name: SCOTT BOWKER

Owner 2 Signature (if jointly owned): _____ Date: _____

Printed Name: _____

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1241 CLIPSTON, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 10/1/2026

Printed Name: JAMES E. MORRISON

Owner 2 Signature (if jointly owned): _____ Date: 10/1/2026

Printed Name: ALISON MORRISON

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1250 Clipston Dr., Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: JM Date: 9/26/26

Printed Name: Justin M. Adams

Owner 2 Signature (if jointly owned): Melissa McAdams Date: 09/26/26

Printed Name: Melissa McAdams

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1251 Clipston Dr, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 09/25/2026

Printed Name: ELMEHDI KOUCHTAF

Owner 2 Signature (if jointly owned): _____ Date: 09/25/2026

Printed Name: Cohita Oudghiri

Contact Phone or Email (optional, for verification): _____

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1300 Clipstin DR., Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: George S Manning Date: 28 Sept 26

Printed Name: George S. Manning

Owner 2 Signature (if jointly owned): Judith A. Manning Date: 28 Sept. 2026

Printed Name: Judith A. Manning

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

This is a family neighborhood. We do not want businesses looking into our back yards, having the odor from rotting food, garbage trucks rats etc.. medical offices and business offices are OK, Because that is what we were told that would be built there!

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

Please ask yourselves if you would want a restaurant or fast food business built behind your home, when you are Considering this Proposal. Thank you!

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1310 Clipston Dr., Prosper, TX 75078

Collin CAD Property ID (optional): 2637606

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 9-24-26

Printed Name: Robert Cozarth

Owner 2 Signature (if jointly owned): _____ Date: 9-24-26

Printed Name: Sarah Bzart

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1311 Clipston Drive, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: HTennison Date: 9-23-2026

Printed Name: HALEY TENNISON

Owner 2 Signature (if jointly owned): — Date: —

Printed Name: —

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

SADDLE CREEK PROSPER HOMEOWNERS ASSOCIATION, INC.

September 29, 2026

Planning Division (copy: Town Secretary)
Town of Prosper
250 W. First Street
Prosper, Texas 75078

Re: Formal Written Protest of Zoning Case ZONE-26-0012 (Saddle Creek Commercial, Block A, Lots 2R and 3), successor case to ZONE-25-0003

To the Planning Division:

Saddle Creek Prosper Homeowners Association, Inc. (the "Association") is the record owner of the real property parcels identified below, each of which is located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), the Association hereby **FORMALLY PROTESTS** the proposed change described in zoning case ZONE-26-0012 as to each parcel listed below. The Board of Directors of the Association authorized this protest by action taken on August 27,, in accordance with the Association's governing documents, and the undersigned officer is authorized to execute and file this protest on the Association's behalf.

ASSOCIATION-OWNED PARCELS SUBJECT TO THIS PROTEST

Collin CAD Property ID: 2637654 Legal Description: SADDLE CREEK PHASE ONE (CPR), BLK F, LOT 1X; OPEN SPACE & SIDEWALK EASEMENT

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the Association.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent the Association previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this letter is filed in addition to it, under the new case number.

The Association opposes the rezoning and the zoning classifications and uses it would allow, including the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to the homes the Association serves, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing. The Association requests that this protest be counted, as to each parcel listed above, toward the protest calculation under state law and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that this letter be included in the public record for ZONE-26-0012.

Respectfully,

Signature: Serena A Smith Date: 9-29-26

Printed Name: Serena A. Smith

Title: HOA President

Saddle Creek Prosper Homeowners Association, Inc.

cc: Association Board of Directors; Neighborhood Management, Inc.

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

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This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

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I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1201 Circle J Trail, Prosper, TX 75078

Collin CAD Property ID (optional): _

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: _____ Date: 09/28/2026

Printed Name: BRIAN REMINGTON

Owner 2 Signature (if jointly owned): _____ Date: 09/28/2026

Printed Name: TAMARA REMINGTON

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

When we bought the house, we were told there would NOT be restaurants on same side/next to Saddle Creek.

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

WRITTEN PROTEST OF ZONING CASE ZONE-26-0012

Saddle Creek Commercial, Block A, Lots 2R and 3 | Preston Road and Prosper Trail, Prosper, Texas

To: Planning Division, Town of Prosper, 250 W. First Street, Prosper, Texas 75078 (copy: Town Secretary)

Re: Formal Written Protest, Zoning Case ZONE-26-0012 (successor case to ZONE-25-0003)

I/We, the undersigned, are the owner(s) of real property located within 200 feet of the area covered by proposed zoning change ZONE-26-0012, which would rezone approximately 13.6 acres at the northwest corner of Preston Road and Prosper Trail (Saddle Creek Commercial, Block A, Lots 2R and 3) from Planned Development-31 to a new Planned Development.

Pursuant to Texas Local Government Code Section 211.0061 and Town of Prosper Unified Development Code Section 2.03(F)(3), I/we hereby **FORMALLY PROTEST** the proposed change described in zoning case ZONE-26-0012. This protest is made in writing and is signed by the owner(s) of the property identified below.

This protest applies to the proposed change in whatever form it is presented, including any revision, amendment, or resubmittal of the application, and to any action on it by the Planning & Zoning Commission or the Town Council, including any public hearing on this case, any continuation, postponement, or rescheduling of that hearing, and any subsequent consideration of the proposed change under any successor or renumbered case covering substantially the same property and proposed change. This protest remains in effect unless and until withdrawn in writing by the undersigned.

The Town has advised that zoning case ZONE-25-0003 is closed and that protests filed under that case number are closed with it. To the extent I/we previously filed a protest under ZONE-25-0003, that protest is reasserted here in full and is not withdrawn; this instrument is filed in addition to it, under the new case number ZONE-26-0012.

I/we request that this protest be counted toward the protest calculation under Texas Local Government Code Section 211.0061 and UDC Section 2.03(F)(3), requiring the affirmative vote of at least three-fourths of all members of the Town Council for the proposed change to take effect, and that it be included in the public record for ZONE-26-0012.

PROTESTED PROPERTY

Property Address: 1220 Circle J Trail, Prosper, TX 75078

Collin CAD Property ID (optional): _____

OWNER(S) AS SHOWN ON THE DEED

Owner 1 Signature: Coleman West Date: 9/24/26

Printed Name: Coleman West

Owner 2 Signature (if jointly owned): Helen West Date: 9/24/26

Printed Name: Helen West

Contact Phone or Email (optional, for verification): [redacted]

STATEMENT OF REASONS (required by UDC Section 2.03(F)(3)(e)(i)): I/we oppose the rezoning and the zoning classifications and uses it would allow. In particular, I/we oppose the removal of the limits established by Ordinance No. 06-78 on this tract, the expansion of restaurant, retail, and other commercial intensity adjacent to our homes, and any provision that allows uses to be added to the property by administrative determination rather than by the Town Council after a public hearing.

Additional reasons (optional):

_____

_____

FILING INSTRUCTIONS: Per UDC Section 2.03(F)(3)(e), file with the PLANNING DIVISION, Prosper Town Hall, 250 W. First Street (courtesy copy to the Town Secretary). Mailed protests must be RECEIVED, not postmarked, by the filing deadline. The deadline is set by UDC Section 2.03(F)(3)(e)(ii) and runs from the Town Council hearing date advertised in the published notice; if the hearing is postponed or continued, the deadline automatically extends (UDC Section 2.03(F)(3)(e)(vi)).

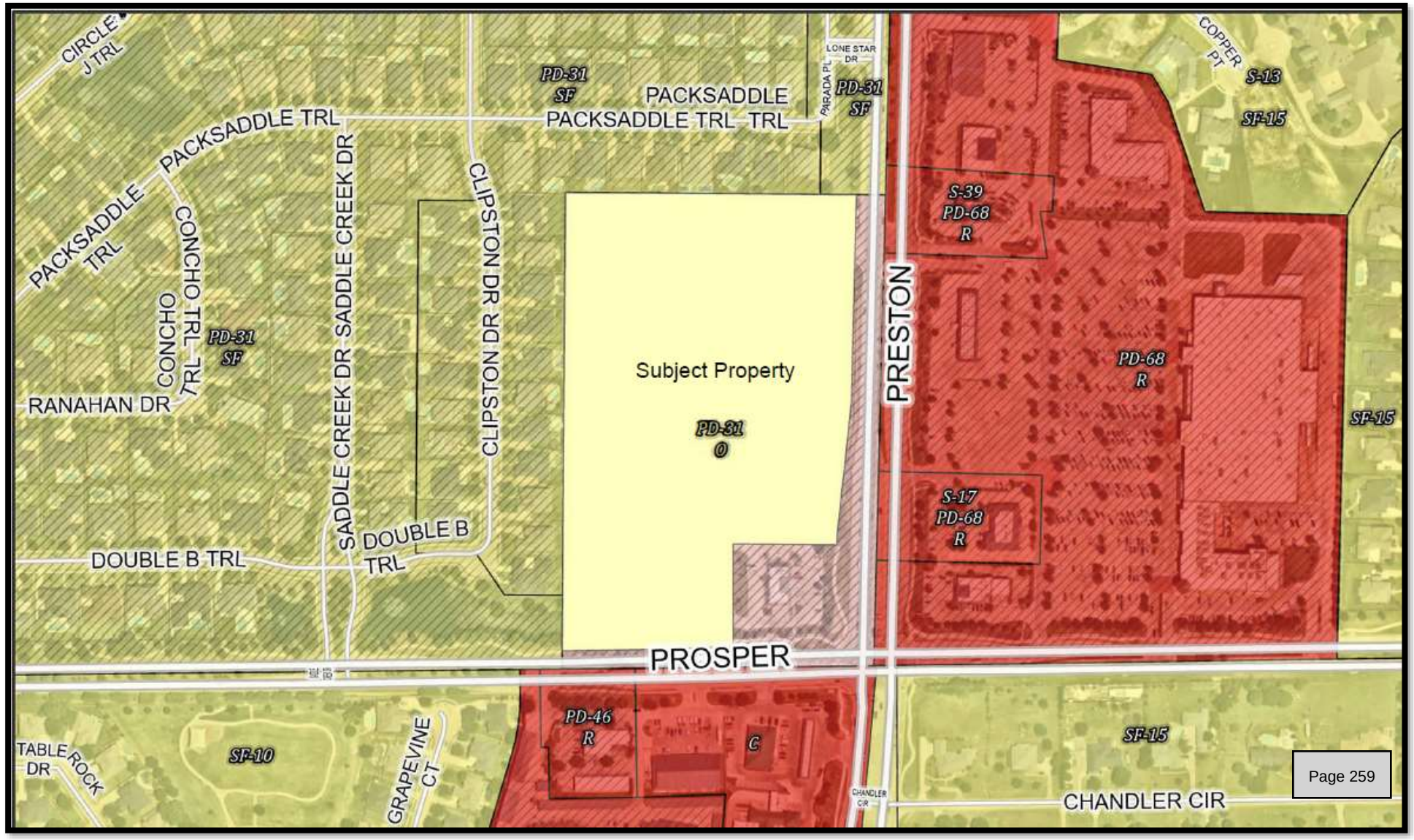
Agenda Item

Conduct a Public Hearing and consider and act upon a request to amend a portion of Planned Development-31 to create a new Planned Development on Saddle Creek Commercial, Block A, Lots 2R and 3, for non-residential uses (office, restaurant, retail), on 13.6± acres, located on the west side of Preston Road, 225± feet north of Prosper Trail. (ZONE-26-0012)

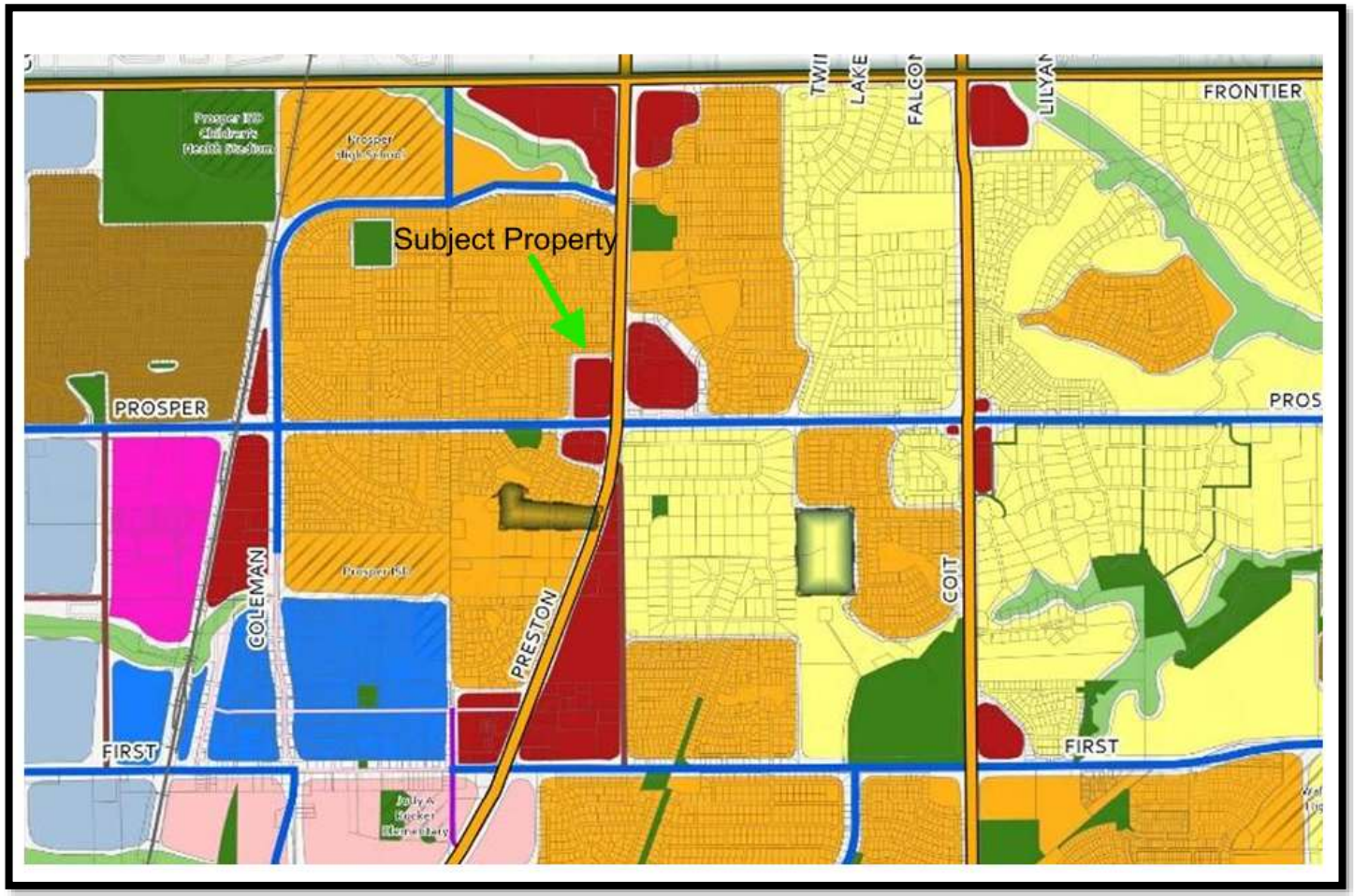
Aerial View


CIRCLE J TRL
PACKSADDLE TRL
PARADA PL
LONE STAR DR
COPPER PT
CONCHO TRL
SADDLE CREEK DR
CLIPSTON DR
PRESTON
RANAHAN DR
DOUBLE B TRL
PROSPER
TABLE ROCK DR
GRAPEVINE CT
CHANDLER CIR

Zoning Map


CIRCLE J TRL
PACKSADDLE TRL
PACKSADDLE TRL
PACKSADDLE TRL
PACKSADDLE TRL
PD-31 SF
PD-31 SF
LONE STAR DR
PARADA PL
COPPER PT
S-13
SF-15
S-39 PD-68 R
CONCHO TRL
CONCHO TRL
PD-31 SF
RANAHAN DR
SADDLE CREEK DR
SADDLE CREEK DR
CLIPSTON DR
CLIPSTON DR
Subject Property
PD-31 O
PRESTON
PD-68 R
SF-15
S-17 PD-68 R
DOUBLE B TRL
DOUBLE B TRL
PROSPER
PD-46 R
C
SF-10
TABLE ROCK DR
GRAPEVINE CT
SF-15
CHANDLER CIR
CHANDLER CIR

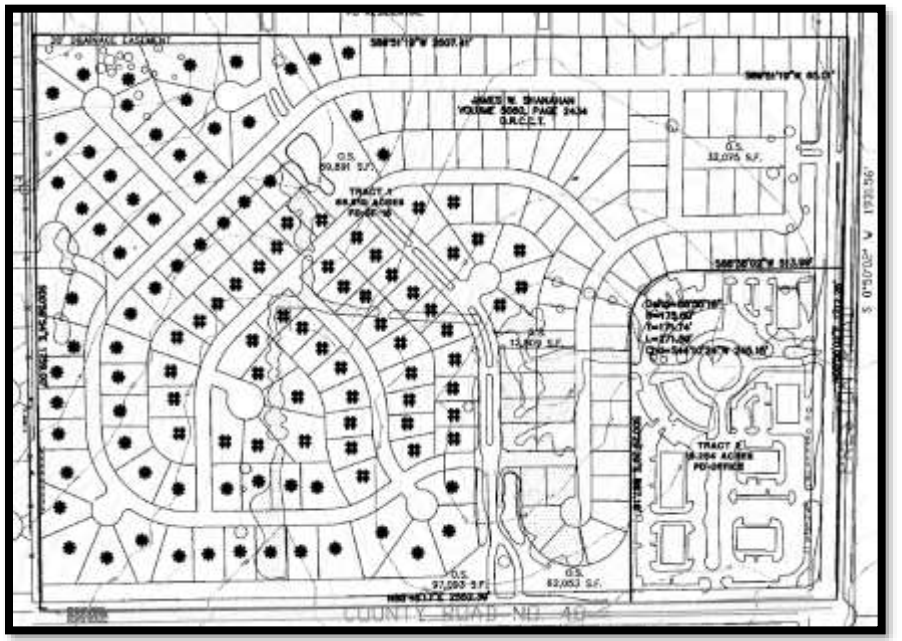
Future Land Use Plan



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

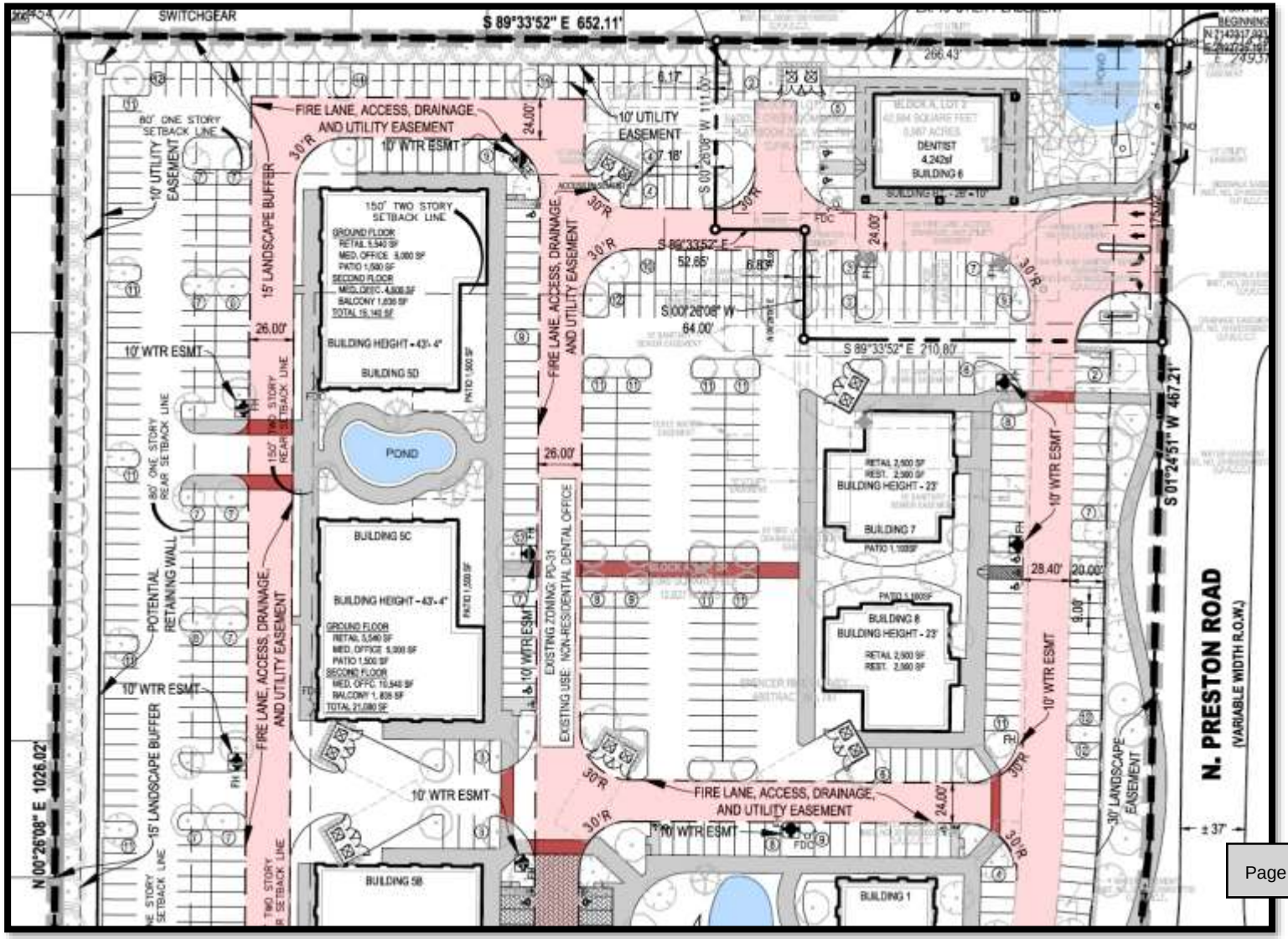
Saddle Creek Commercial

- Current Zoning - Planned Development-31
  - Zoned in 2006
  - 103 acres
  - 15 acres at Prosper Trail and Preston Road designated for “Mixed Use”
  - Up to 6 acres designated for commercial or retail use (including restaurants) with the remainder being professional office
- Existing Development
  - Residential Subdivision – fully developed
  - Bank at the corner of Preston Road and Prosper Trail
  - Dentist office at the northeast corner of the property
- Proposed Planned Development:
  - Updating the list of permitted uses
  - Modifying the layout of development with an emphasis on open space and ponds
  - Enhanced pavement for pedestrian walkability
  - Creating architectural and lighting standards



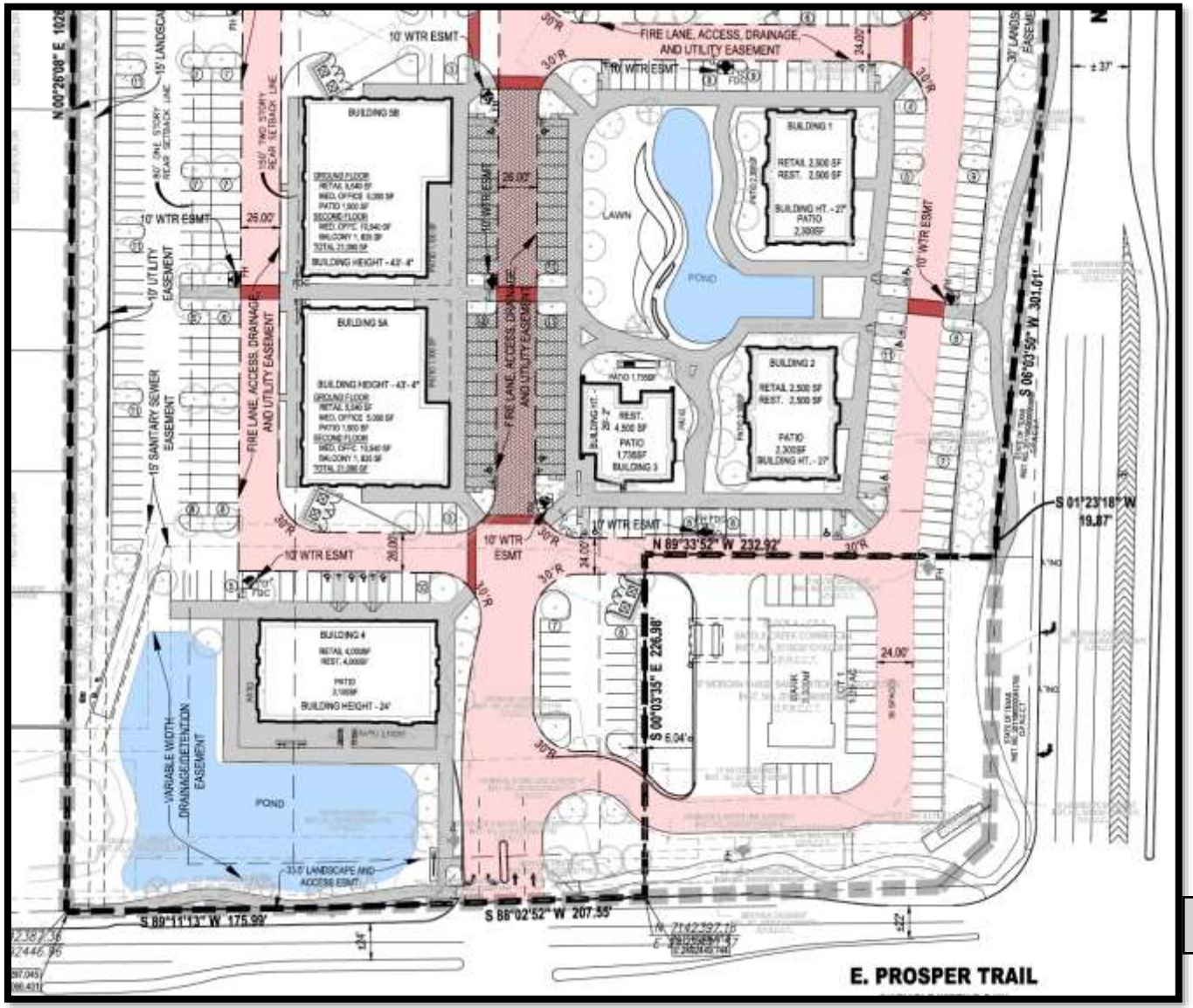
Proposed Conceptual Plan





Proposed Conceptual Plan





District Regulations

	Proposed Regulations	Existing PD-31 Regulations
Development Area	Approximately 13.6 acres	15 acres - Max 6 acres – Commercial or Retail - Remainder – Professional Office
Size of Yards	Front: 30 ft Side: 0 ft (Attached Non-Residential Buildings) 10 f (Adj. to Non-Residential) 80 ft (1-Story Adj. to Residential) 150 ft (2-Story Adj. to Residential) Rear: Lot 2R / Lot 3 0 ft (Attached Non-Res. Buildings) / 0 ft 10 ft (Adj. to Non-Residential) / 10 ft 80 ft (1-Story Adj. to Residential) / 30 ft 150 ft (2-Story Adj. to Residential) / 40 ft	Front: 30 ft Side: 10 ft 30 ft (1-Story Adj. to Res.) 40 ft (2-Story Adj. to Res.) Rear: (base zoning standard) 15 ft (Adj. to Non-Residential) 60 ft (Adj. to Residential)
Size of Lots	Area: 10,000 square feet (base zoning standard) Width: 100 ft Depth: 100 ft	Area: 7,000 square feet (base zoning standard) Width: 120 ft Depth: 120 ft
Maximum Height	Height: (Inclusive of Architectural elements and roof forms.) One-Story Buildings – 30 ft Two-Story Buildings – 45 ft	Height: Maximum 2 stories – 40 ft
Lot Coverage	Maximum: 20%	Maximum: 35%

Uses

Current PD-31 Permitted Uses

1. Administrative, Medical, or Professional Office
2. Banks, Savings, and Loans and Credit Unions with drive-through
3. Pharmacy with drive through
4. Dry Cleaner, minor
5. Small Animal Veterinary Clinic
6. Restaurants, no drive through
7. Day Care Center, Child
8. Health/Fitness Center
9. Insurance Office
10. Print/Copy/Private Post Office
11. Rehabilitation Care Center – day uses by Specific Use Permit
12. Compatible uses as approved by the Town Council upon request

Proposed Uses

1. Administrative, Medical, or Professional Office
2. Antique Shop
3. Bank, Savings & Loan, Credit Union
4. Beauty Salon / Barber Shop
5. Catering
6. Child Care Center, Licensed (S)
7. Dry cleaning, Minor
8. Farmers Market
9. Gymnastics / Dance Studio (S)
10. Health / Fitness Center (S)
11. Museum / Art Gallery
12. Private Recreation Center
13. Retail Stores & Shops
    a. Grocery Store, Food Market, Meat Market (S)
14. Restaurant (C)
    a. Restaurants are permitted by right in Buildings 1, 2, 3, 4, 7 & 8 only as shown on Exhibit D. Restaurants are only permitted in Buildings 5A, 5B, 5C, 5D, & 6 by SUP. No Restaurant approval through an SUP may front facing west on Buildings 5A, 5B, or 5C or north or west on buildings 5D and 6 as shown on Exhibit D.
15. Veterinary Clinic

Design Criteria

- Balconies – No balconies may face residential property.
- Lighting Standards – Decorative; 20 ft height within 100 ft of residential lots.



- Pedestrian Crossings and Enhanced Pavement.



- Architectural Features – Awnings, canopies, arcades, windows.
- Roofs – designed to reduce visual scale of the building.
- Color – subtle, neutral, or earth tones with more bold or vibrant colors allowed as an accent.
- There will be an architectural control committee and property owners' association.

Building Materials

80% Masonry

- Brick (including thin brick)
- Stone: natural stone, cast stone, manufactured stone
- Rock
- Marble
- Granite
- Concrete Products (Max 10% of Each Façade) with integral color and textured or patterned. Must include reveals, punch-outs, or similar surface characteristics and adornments.
  - Architectural concrete masonry units (CMU) with a polished, burnished, honed, ground, or split faced finish
  - Poured-in-place concrete
  - Tilt-wall concrete

20% Non-Masonry

- Stucco (3-coat cement plaster system)
- Pre-finished aluminum components and trim
- Architectural steel elements
- Architectural metal panels and composite metal panels and trim
- Pre-finished aluminum louver systems
- Simulated or real wood
- High-density architectural quality fiber cement panels

There is no existing development agreement to enforce exterior building materials.
A development agreement for the proposed Planned Development has been drafted.



BUILDING 1 - SOUTH ELEVATION 04



BUILDING 1 - NORTH ELEVATION 03



BUILDING 1 - EAST ELEVATION 02



BUILDING 1 - WEST ELEVATION 01



BUILDING 2 - NORTH ELEVATION 04



BUILDING 2 - SOUTH ELEVATION 03



BUILDING 2 - WEST ELEVATION 02



BUILDING 2 - EAST ELEVATION 01



BUILDING 3 - SOUTH ELEVATION 04



BUILDING 3 - NORTH ELEVATION 03



BUILDING 3 - EAST ELEVATION 02



BUILDING 3 - WEST ELEVATION 01



BUILDING 4 - EAST ELEVATION 04



BUILDING 4 - WEST ELEVATION 03



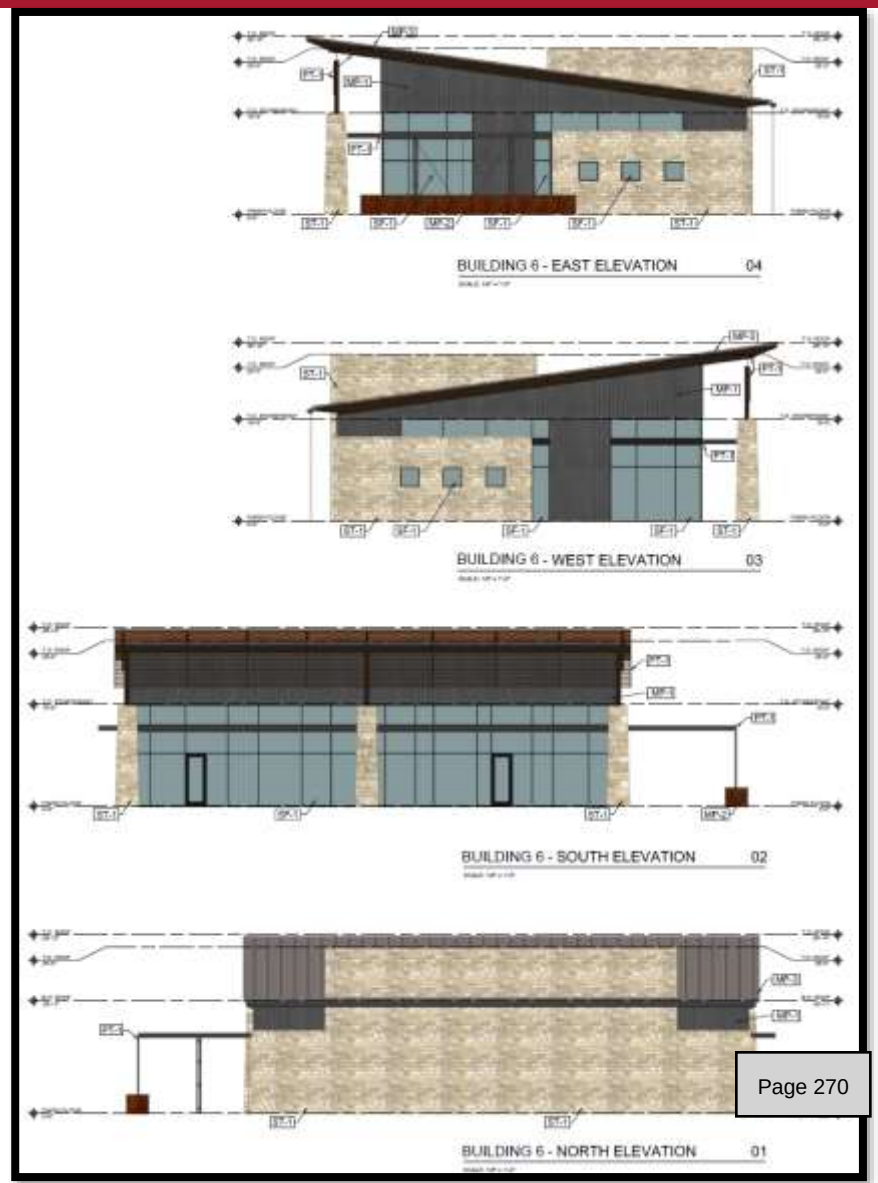
BUILDING 4 - NORTH ELEVATION 02

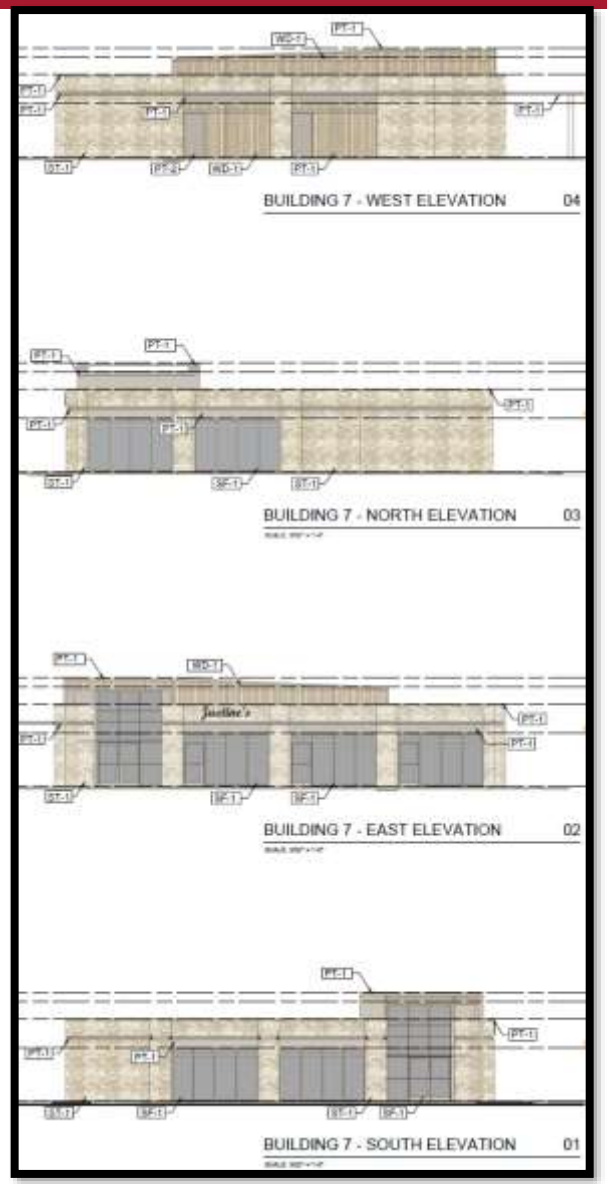


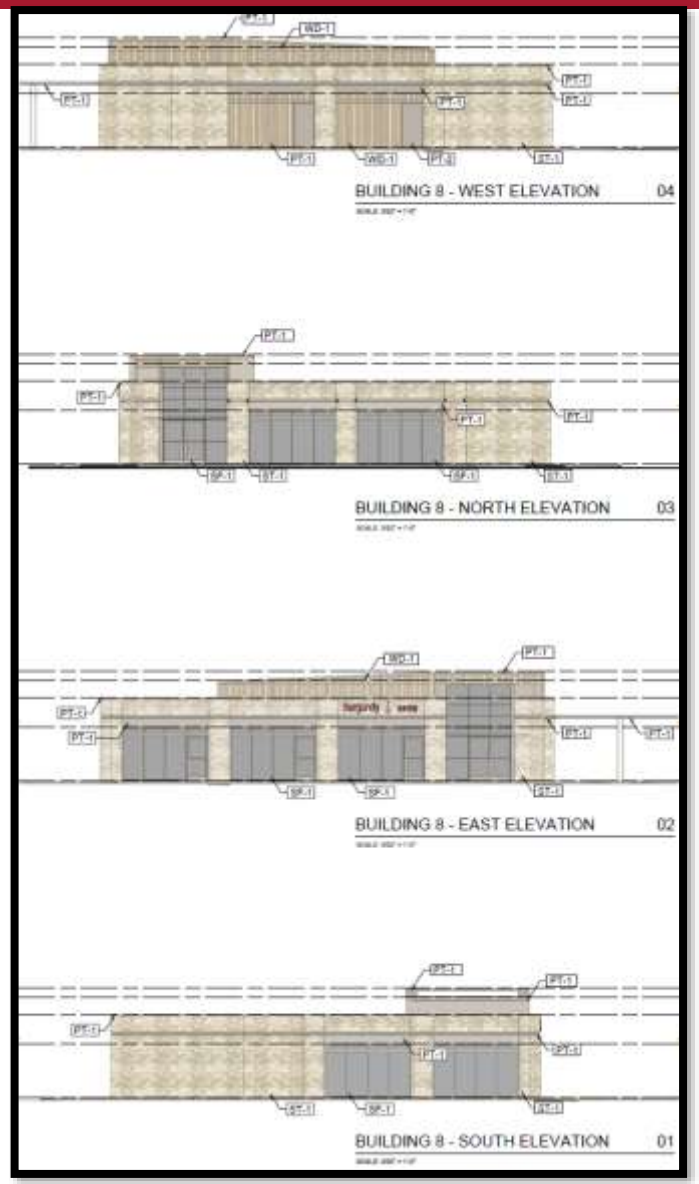
BUILDING 4 - SOUTH ELEVATION 01


BUILDING 5A, 5B, 5C - WEST ELEVATION 04
BUILDING 5A, 5B, 5C - NORTH ELEVATION 03
BUILDING 5A, 5B, 5C - EAST ELEVATION 02
BUILDING 5A, 5B, 5C - SOUTH ELEVATION 01


BUILDING 5D WEST ELEVATION 04
BUILDING 5D NORTH ELEVATION 03
BUILDING 5D EAST ELEVATION 02
BUILDING 5D SOUTH ELEVATION 01

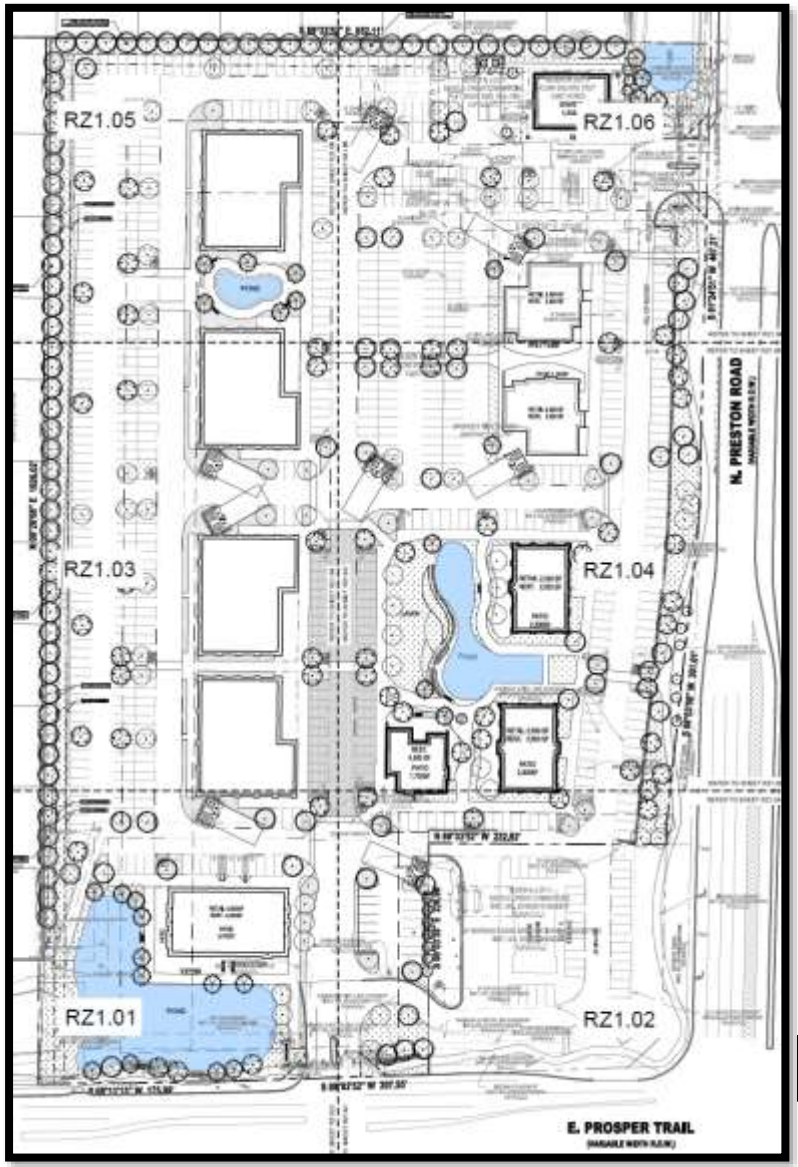

BUILDING 6 - EAST ELEVATION 04
BUILDING 6 - WEST ELEVATION 03
BUILDING 6 - SOUTH ELEVATION 02
BUILDING 6 - NORTH ELEVATION 01


BUILDING 7 - WEST ELEVATION 04
BUILDING 7 - NORTH ELEVATION 03
BUILDING 7 - EAST ELEVATION 02
BUILDING 7 - SOUTH ELEVATION 01


BUILDING 8 - WEST ELEVATION 04
BUILDING 8 - NORTH ELEVATION 03
BUILDING 8 - EAST ELEVATION 02
BUILDING 8 - SOUTH ELEVATION 01

Screening

- Screening is required adjacent to the residential subdivision.
- There is an existing masonry wall along the perimeter of the property.
- A minimum 15-foot landscape buffer will be provided along the property line.
- Landscape buffers shall be exclusive of easements and shall be increased to 30 feet where a single building is greater than 25,000 square feet.
- Perimeter landscaping is being enhanced.
  - Required: one 3-inch shade tree every 30 feet
  - Provided: one 5-inch caliper evergreen tree every 20 feet.



Open Space

- Minimum 10.8% of the property.
- Provided in accordance with the Open Space Plan (Exhibit H).
- Open space centered around 3 ponds.
- Patios will address the ponds and open space.
- Open Spaces around the ponds shall include pedestrian amenities, such as:
  - Seating
  - Benches
  - Tables
  - Fountains
  - Gazebos
  - Pavilions
  - Fire Pits
  - Lawn Games
  - Other Similar Amenities



Recommendation

Noticing: Friday, November 6th - Citizen responses were received prior to the Planning and Zoning Commission meeting.

Staff Recommendation: Staff recommends approval. The plans have been updated to address the recommendations of the Planning and Zoning Commission.

Planning and Zoning Commission Recommendation:

Approval, subject to:

- Requiring a Specific Use Permit for Gymnastics/Dance Studio, Health/Fitness Center, and a Grocery Store, and the removal of the following uses:
    - Alcoholic Beverage Establishment
    - Massage Therapy / License
    - Insurance Office
    - Governmental Office
- Setbacks along the north and west property lines were confirmed to be 150 feet for 2-story buildings and 80 feet for 1-story buildings.
- Open Space minimum is 10.8 percent.
- Removal of the dumpster at the northwest corner of Building 4 and the adjustment of the dumpster north of Buildin

Applicant Presentation

SADDLE CREEK
PROSPER, TEXAS

GFFdesign


PROSPER TRAIL
PRESTON ROAD (SH-289)
GFFdesign
SITE PLAN


EAST-WEST SECTION LOOKING NORTH
NORTH-SOUTH SECTION LOOKING WEST
GFFdesign
SITE SECTIONS



GFFdesign

Job #: 23001

On Preston Road Looking West at Cluster Restaurants

Mixed Use Office & Retail/Restaurant Prosper, Texas SADDLE CREEK - PROSPER Schematic Design


SADDLE CREEK
GFFdesign
Job # 23001
Mixed Use Office & Retail/Restaurant
Prosper, Texas
SADDLE CREEK - PROSPER
Schematic Design
Entry Courtyard at East Restaurants


LOCAL
PUBLIC EATERY
GFFdesign
Job # 23001
Mixed Use Office & Retail/Restaurant
Prosper, Texas
SADDLE CREEK - PROSPER
Schematic Design
Preston Road Frontage at East Restaurants


GFFdesign
LOOKING ACROSS POND TOWARDS THE SOUTHWEST RESTAURANT


The PEARL
GFFdesign
DETENTION POND LOOKING AT SOUTHWEST RESTAURANT


the PROSPER LANDING
ARTISAN'S CORNER
GFFdesign
SOUTHWEST RETAIL-RESTAURANT BUILDING NORTH FACADE
Mixed Use Office & Retail/Restaurant
Prosper, Texas
Saddle Creek - Prosper
Schematic Design



GFFdesign

SOUTHWEST RETAIL-RESTAURANT PATIO FRONTAGE FACING PROSPER TRAIL

Job #: 23003 Mixed Use Office & Retail Restaurant Prosper, Texas Saddle Creek - Prosper Schematic Design


GFFdesign
SOUTHWEST RETAIL-RESTAURANT PATIO FACING ENTRY DRIVE


burgundy & swine
Justine's
GFFdesign
RETAIL / RESTAURANT BUILDINGS 7 & 8 ALONG PRESTON ROAD


HEARTLAND DENTAL
HEARTLAND DENTAL
GFFdesign
DENTIST BUILDING TO THE NORTHEAST OF SITE


Ardennes
HUDSON HOUSE
GFFdesign
OFFICE ABOVE RETAIL BUILDING


HENRY
Clavs
KNSWE
GFFdesign
OFFICE ABOVE RETAIL BUILDING


FRIO
GFFdesign
OFFICE ABOVE RETAIL BUILDING


AVEDA
SPERRY
GFFdesign
OFFICE ABOVE RETAIL BUILDING


GFFdesign
OFFICE ABOVE RETAIL BUILDING


ALAMO GRILL
GFFdesign
FROM OFFICE TERRACE LOOKING AT CLUSTER RESTAURANTS AND GREENSPACE


SADDLE CREEK
GFFdesign
CORNER DEVELOPMENT SIGN
Job #: 2000
Mixed Use Office & Retail/Restaurant
Prosper, Texas
Saddle Creek - Prosper
Schematic Design


TENANT SIGN TENANT SIGN
TENANT SIGN TENANT SIGN
TENANT SIGN TENANT SIGN
SADDLE CREEK
S
C
GFFdesign
CORNER DEVELOPMENT SIGN


Bigtooth Maple
Acer grandidentatum
Cedar Elm
Ulmus crassifolia
Chinkapin Oak
Quercus muehlenbergii
Desert Willow
Chilopsis linearis
Yaupon Holly
Ilex vomitoria
Live Oak
Quercus virginiana
Shumard Red Oak
Quercus shumardii
Turk's Cap
Malvaviscus drummondii
Ruby Loropetalum
Loropetalum chinense
Texas Golden Columbine
Aquilegia chrysantha
Glossy Abelia
Abelia x grandiflora
Dwarf Yaupon Holly
Ilex vomitoria
Dwarf Wax Myrtle
Myrica pusilla 'Don's Dwarf'
Mexican Feather Grass
Nassella tenuissima
Texas Sage
Sanfolina chamaecyparissus
Cherry Sage
Salvia greggii
Pink Muhly Grass
Muhlenbergia capillaris
Buffalo Grass
Bouteloua dactyloides
Lindheimer Muhly Grass
Muhlenbergia 'Lindheimer'
Mexican Hardy Petunia
Ruellia simplex
Dwarf Burford Holly
Ilex cornuta
GFFdesign
PLANT PALETTE

TOWN OF PROSPER
A Place Where Everyone Matters

COMMUNICATIONS AND COMMUNITY ENGAGEMENT

To: **Mayor and Town Council**

From: **Robyn Battle, Executive Director**

Through: **Mario Canizares, Town Manager**

Re: **2027 Legislative Agenda**

Town Council Meeting – November 24, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:

Consider and act upon a resolution adopting the Town of Prosper 2027 Legislative Agenda.

Description of Agenda Item:

With the 90th Texas legislative session approaching in early 2027, the Town has an opportunity to define for our legislative delegation the topics and initiatives that are most important to Prosper. The proposed Legislative Agenda includes issues that have been previously identified by the Town Council as top priorities for the Town and includes recommendations from Town staff. The Legislative Agenda is comprised of three sections. The Strategic Priorities have been previously identified by the Town Council to guide Prosper's growth into the future. The Legislative Priorities are specific initiatives the Council would like to pursue during the legislative session. The Legislative Philosophy section establishes the Town's position on key legislative issues. The draft Legislative Agenda was presented to the Council Legislative Subcommittee for discussion on November 10, 2026.

The Legislative Agenda is to be used to clearly explain the Town's position on critical issues with the legislative delegation and others. It is intended to provide guidance to the Town's legislators on how they can best represent Town of Prosper residents and stakeholders in the upcoming legislative session.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. 2027 Legislative Agenda
3. 2027 Legislative Agenda - Redline

Town Staff Recommendation:

Town Staff recommends the Council approve a resolution adopting the Town of Prosper 2027 Legislative Agenda.

Proposed Motion:

I move to approve a resolution adopting the Town of Prosper 2027 Legislative Agenda.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2026-__**

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, APPROVING THE TOWN'S LEGISLATIVE AGENDA FOR THE 90TH TEXAS LEGISLATIVE SESSION; AUTHORIZING CERTAIN PERSONS TO REPRESENT AND COMMUNICATE THE TOWN'S LEGISLATIVE INTERESTS; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN ALL LETTERS, PETITIONS, AND/OR OTHER DOCUMENTS ON BEHALF OF THE TOWN TO PROMOTE THE TOWN'S LEGISLATIVE AGENDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 90th Texas Legislature convenes in January 2027; and

WHEREAS, the Texas Legislature and its administrative agencies will consider many measures and actions that may affect the Town of Prosper, Texas; and

WHEREAS, Town staff has prepared and recommends approval of the Town of Prosper 2027 Legislative Agenda, attached hereto as Exhibit "A"; and

WHEREAS, the Town Council finds that the 2027 Legislative Agenda represents the issues and priorities that are in the best interest of the Town and its citizens, should be adopted, and should be forwarded to the Town's legislative delegation for consideration; and

WHEREAS, the Town Council is of the further opinion that the Mayor, the Town Manager and/or the Town Manager's designee should be authorized and directed to take action with regard to the 2027 Legislative Agenda as outlined below.

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

SECTION 1

The Town of Prosper 2027 Legislative Agenda, attached hereto as Exhibit "A," is hereby adopted and approved.

SECTION 2

The Mayor, the Town Manager, and/or the Town Manager's designee are authorized to communicate the items included in the Town's Legislative Agenda to members of the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members, and other persons or groups that may influence the 90th Legislative Session.

SECTION 3

For those items designated as "support," the Mayor, the Town Manager and/or the Town Manager's designee are directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. Efforts to obtain passage of the legislation may include drafting

appropriate legislation, seeking a legislative sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

SECTION 4

For those items designated as "oppose," the Mayor, Town Manager, and/or the Town Manager's designee are directed to oppose the passage of any such legislation.

SECTION 5

The Mayor and the Town Manager are specifically authorized to sign any and all letters, petitions, and/or other documents on behalf of the Town in order to promote the Town's 2027 Legislative Agenda.

SECTION 6

When testimony before various committees is needed to support or oppose a bill, the Mayor, the Town Council Members, the Town Manager, or the Town Manager's designee are authorized to testify so long as the testimony is consistent with the approved 2027 Legislative Agenda.

SECTION 7

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 24TH DAY OF NOVEMBER, 2026.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____

Terrence S. Welch, Town Attorney

EXHIBIT A

TOWN OF PROSPER
2027 LEGISLATIVE AGENDA

STRATEGIC PRIORITIES

This Legislative Agenda represents the Town of Prosper's legislative priorities for the 90th Texas Legislative Session and establishes the Town's position on key legislative issues. The Town of Prosper is committed to providing efficient and effective municipal government services to its residents, businesses, visitors, and community stakeholders.

Municipalities represent the level of government that is closest to the people, and local officials are best equipped to determine the unique needs of their communities. Town of Prosper residents desire and expect exceptional municipal services. They want a high quality of life that is delivered through a beautiful and functional parks system, a variety of cultural amenities, exceptional public safety services, well-maintained roads, and outstanding Town facilities.

The Prosper Town Council has established the following Strategic Visioning Priorities to guide Prosper's growth into the future:

1. Provide excellent municipal services
2. Accelerate infrastructure delivery
3. Develop Downtown Prosper as a destination
4. Ensure the Town's commercial corridors are ready for development
5. Grow and diversify the tax base

The Town will support legislation that aligns with the following priorities and philosophy, protects home rule authority, advances the principles of local decision-making, and enhances the health, safety and welfare of its residents in the spirit of self-governance. Conversely, the Town will oppose legislation that preempts or erodes municipal authority on local matters or impedes the Town's ability to allocate resources to locally-determined projects and services.

LEGISLATIVE PRIORITIES

1. Initiate legislation that prevents a government entity from entering into an agreement with a retailer to relocate a place of business that results in the relocation of the sales tax generated by that business.
2. Support legislation that would allow for the publication of required legal notices on the internet and alternative media rather than a newspaper.
3. Acquire a Mobile Command Unit for shared use with Prosper ISD through all available federal and state emergency management and public safety grant programs.
4. Pursue legislation that would relocate the existing rail siding between First Street and Prosper Trail to an area south of U.S. 380.
5. Establish a Qualified Hotel Project as defined in Chapter 351 of the Texas Tax Code.

LEGISLATIVE PHILOSOPHY

TRANSPORTATION AND INFRASTRUCTURE

- Support legislation that provides funding for local transportation and infrastructure projects.
- Support legislation that provides funding to maintain and rehabilitate existing and aging infrastructure.
- Support legislation that promotes innovative financing tools and greater flexibility in the funding of the construction, rehabilitation, and maintenance of local transportation and infrastructure projects.
- Support legislation that promotes pay-as-you-go financing for capital projects.

LAND DEVELOPMENT

- Oppose legislation that preempts or erodes municipal authority related to land use and zoning, short-term rentals, building codes, building permit fees, impact fees, accessory dwelling units, lot size, and eminent domain.
- Support legislation that allows municipalities to charge roadway and other impact fees for projects in their extraterritorial jurisdiction (ETJ) and otherwise addresses the impact of properties withdrawing from the ETJ.

ECONOMIC DEVELOPMENT

- Support legislation that preserves all economic development programs and tools currently available under state law.
- Support legislation and programs that help municipalities attract and retain new and existing businesses.
- Support legislation that promotes new and innovative financing tools that would leverage state funds to create jobs.
- Support legislation that would maintain funding for grants and programs that improve workforce training.

PUBLIC SAFETY

- Support legislation that strengthens the integrity, effectiveness, and transparency of local law enforcement.
- Support legislation that preserves qualified immunity for public safety personnel acting within the bounds of departmental policies and procedures in the performance of their official duties.

DRAFT

- Support legislation that clarifies the roles of state, county and municipal governments in emergency management, and their respective authority, powers, and duties during a local state of disaster.
- Support legislation that strengthens municipal regulation of electric bicycles and scooters.

FISCAL MANAGEMENT

- Support legislation and administrative rules that provide for the fair and equitable distribution of local sales tax revenue.
- Oppose legislation that would erode the Town's ability to control, manage, and collect reasonable compensation for the use of municipal rights-of-way.
- Oppose legislation that imposes additional revenue caps or tax caps of any kind that restrict the Town's capacity to generate the revenue needed to provide the high level of municipal services expected by Town of Prosper residents.
- Oppose legislation that would erode local taxing authority, including measures that would restrict the use of existing revenue streams or substantially erode the tax base.
- Oppose legislation that reduces the ability of municipalities to utilize economical and efficient methods of financing local purchases and projects, including limiting the Town of Prosper's ability to control and manage its debt.

WATER RESOURCES

- Support legislation that provides ample funding for developing affordable and reliable water resources across North Texas.
- Support legislation that provides funding for the construction, maintenance, and rehabilitation of new and aging water utility infrastructure.
- Support legislation that accelerates the permitting process for the development of new water resources in North Texas, preserves water storage options, and advances viable projects in the statewide water plan.

RECREATIONAL AND CULTURAL RESOURCES

- Support amendments to the hotel occupancy tax statute that allows the use of hotel occupancy tax (HOT) revenue for park and recreation infrastructure projects.
- Support legislation and programs that directly benefit public library services that support workforce, cultural, and educational programs.
- Oppose legislation that preempts or would otherwise erode municipal authority related to tree preservation, municipal parkland dedication ordinances and park improvement fees.

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OPEN GOVERNMENT

- Support legislation that would allow required legal notices to be published on a municipality's website rather than requiring publication in an official newspaper.
- Support legislation that simplifies the budget and tax rate calculation, notification and adoption process with the goal of improving transparency.

ELECTIONS

- Oppose legislation that eliminates the May or November uniform election dates.
- Oppose legislation that requires candidates for a Town office to declare party affiliation to run for office.

PREEMPTION OF LOCAL AUTHORITY

- Support legislation that preserves local authority for property taxation, budgeting, permitting, and zoning decisions.
- Oppose legislation that limits or prohibits the Town's current authority to use municipal funds to advocate or hire representatives to communicate with legislators or effectively participate in the legislative process on matters of public interest or pay dues to organizations or entities that advocate on the Town's behalf.
- Oppose legislation that provides for state preemption of municipal authority and/or creates unfunded mandates at the local level.

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TOWN OF PROSPER
20272025 LEGISLATIVE AGENDA

STRATEGIC PRIORITIESLEGISLATIVE PHILOSOPHY

This e following Legislative Agenda represents the Town of Prosper's legislative priorities for the 9089th Texas Legislative Session and establishes the Town's position on key legislative issues. The Town of Prosper is committed to providing efficient and effective municipal government services to its residents, businesses, visitors, and community stakeholders.

Municipalities represent the level of government that is closest to the people, and local officials are best equipped to determine the unique needs of their communities. Town of Prosper residents desire and expect exceptional municipal services. They want a high quality of life that is delivered through a beautiful and functional parks system, a variety of cultural amenities, exceptional public safety services, well-maintained roads, and outstanding Town facilities.

The Prosper Town Council has established the following Strategic Visioning Priorities to guide Prosper's growth into the future:

1. ~~Continue to p~~Provide excellent municipal services
2. ~~1.~~Acceleratеion of Infrastructure Delivery
3. ~~2.~~Developmment of Downtown Prosper as a destination
4. ~~3.~~Ensureing the Town's commercial corridors are ready for development
5. ~~4.1. Continue to provide excellent municipal services~~
6. ~~Work toward a g~~Growing and diversifyied the tax base

The Town will support legislation that aligns with thesethe following priorities and philosophy, protects home rule authority, advances the principles of local decision-making, and enhances the health, safety and welfare of its residents in the spirit of self-governance. Conversely, the Town will oppose legislation that preempts or erodes municipal authority on local matters or impedes the Town's ability to allocate resources to locally-determined projects and services.

~~Throughout this document, it is understood that a position statement supporting a legislative action also establishes opposition to legislative measures that would have the opposite effect.~~

LEGISLATIVE PRIORITIES

1. Initiate legislation that prevents a government entity from entering into an agreement with a retailer to relocate a place of business that results in the relocation of the sales tax generated by that business.
2. Support legislation that would allow for the publication of required legal notices on the internet and alternative media rather than a newspaper.
3. Acquire a Mobile Command Unit for shared use with Prosper ISD through all available federal and state emergency management and public safety grant programs.
4. Pursue legislation that would relocate the existing rail siding between First Street and Prosper Trail to an area south of U.S. 380.
5. Establish a Qualified Hotel Project as defined in Chapter 351 of the Texas Tax Code.

LEGISLATIVE PHILOSOPHY~~PRIORITIES~~

TRANSPORTATION AND INFRASTRUCTURE

- Support legislation that provides funding for local transportation and infrastructure projects.
- Support legislation that provides funding to maintain and rehabilitate existing and aging infrastructure.
- Support legislation that promotes innovative financing tools and greater flexibility in the funding of the construction, rehabilitation, and maintenance of local transportation and infrastructure projects.
- Support legislation that promotes pay-as-you-go financing for capital projects.

LAND DEVELOPMENT

- ~~Support legislation that makes beneficial amendments to H.B. 2439 from the 86th legislative session (the building materials bill), which excessively prohibits the Town from regulating building products, materials, or methods used in the construction of residential and commercial structures.~~
- ~~Support legislation that seeks to limit state intrusion in the land development process by making beneficial amendments to H.B. 3167 from the 86th legislative session regarding subdivision platting procedures (the 30-day shot clock bill).~~
- Oppose legislation that preempts or erodes municipal authority related to land use and zoning, short-term rentals, ~~local amendments to~~ building codes, ~~local~~ building permit fees, impact fees, accessory dwelling units, lot size, and eminent domain.
- Support legislation that allows municipalities to charge roadway and other impact fees for projects in their extraterritorial jurisdiction (ETJ) and otherwise addresses the impact of properties withdrawing from the ETJ.

ECONOMIC DEVELOPMENT

- Support legislation that preserves all economic development programs and tools currently available under state law.
- Support legislation and programs that help municipalities attract and retain new and existing businesses.
- Support legislation that promotes new and innovative financing tools that would leverage state funds to create jobs.
- Support legislation that would maintain funding for grants and programs that improve workforce training.

PUBLIC SAFETY

- Support legislation that strengthens the integrity, effectiveness, and transparency of local law enforcement.

- Support legislation that preserves qualified immunity for public safety personnel acting within the bounds of departmental policies and procedures in the performance of their official duties.
- Support legislation that clarifies the roles of state, county and municipal governments in emergency management, and their respective authority, powers, and duties during a local state of disaster.
- Support legislation that strengthens municipal regulation of electric bicycles and scooters.

FISCAL MANAGEMENT

- Support legislation and administrative rules that provide for the fair and equitable distribution of local sales tax revenue.
- ~~Support legislation that would preserve the Town's use of certificates of obligation (COs) to fund necessary capital projects, and for the debt from COs to continue to be funded from the Town's interest and sinking (I&S) tax rate.~~
- Oppose legislation that would erode the Town's ability to control, manage, and collect reasonable compensation for the use of municipal rights-of-way.
- Oppose legislation that imposes additional revenue caps or tax caps of any kind that restrict the Town's capacity to generate the revenue needed to provide the high level of municipal services expected by Town of Prosper residents.
- Oppose legislation that would erode local taxing authority, including measures that would restrict the use of existing revenue streams or substantially erode the tax base.
- Oppose legislation that reduces the ability of municipalities to utilize ~~provide~~ economical and efficient methods of financing local purchases and projects, including limiting the Town of Prosper's ability to control and manage its debt.

~~BROADBAND ACCESS~~

- ~~Support legislation that treats broadband service as any other critical utility infrastructure to ensure consistent and sustainable availability and affordability for residents and businesses.~~
- ~~Support legislation to incentivize and recognize the importance of broadband service and the application of technology solutions through grants, awards, and other means.~~
- ~~Support legislation that develops plans and revenue sources needed for greater broadband connectivity to enhance public access to education, healthcare, employment, information, and services.~~

WATER RESOURCES

- Support legislation that provides ample funding for developing affordable and reliable water resources across North Texas.
- Support legislation that provides funding for the construction, maintenance, and rehabilitation of new and aging water utility infrastructure.
- Support legislation that accelerates the permitting process for the development of new water resources in North Texas, preserves water storage options, and advances viable projects in the statewide water plan.

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- Support legislation and programs that directly benefit public library services that support workforce, cultural, and educational programs.
- Oppose legislation that preempts or would otherwise erode municipal authority related to tree preservation, municipal parkland dedication ordinances and park improvement fees.

OPEN GOVERNMENT

- Support legislation that would allow required legal notices to be published on a municipality's website rather than requiring publication in an official newspaper.
- Support legislation that simplifies the budget and tax rate calculation, notification and adoption process with the goal of improving transparency.
- ~~Support legislation that promotes increased flexibility to the Texas Open Meetings Act to allow for the expanded use of teleconference and videoconference technology in public meetings.~~

ELECTIONS

- Oppose legislation that eliminates the May or November uniform election dates.
- Oppose legislation that requires candidates for a Town office to declare party affiliation ~~in order to~~to run for office.

PREEMPTION OF LOCAL AUTHORITY

- Support legislation that preserves local authority for property taxation, budgeting, permitting, and zoning decisions.
- Oppose legislation that limits or prohibits the Town's current authority to use municipal funds to advocate or hire representatives to communicate with legislators or effectively

participate in the legislative process on matters of public interest or pay dues to organizations or entities that advocate on the Town's behalf.

- Oppose legislation that provides for state preemption of municipal authority and/or creates unfunded mandates at the local level.

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TOWN OF PROSPER
A Place Where Everyone Matters

HUMAN RESOURCES

To: **Mayor and Town Council**

From: **Tony Luton, Director of Human Resources**

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

Re: **Stop Loss Insurance**

Town Council Meeting – November 24, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon awarding RFP No. 2027-02-B for stop loss insurance for the Town's self-insurance fund, effective January 1, 2027, not to exceed $1,300,000, and authorizing the Town Manager to execute all documents for the same.

Description of Agenda Item:
The Town's self-insurance fund has stop-loss insurance in place to safeguard against substantial claim losses. Annually, stop-loss insurance must be marketed for renewal. Holmes Murphy, Inc. has undertaken the marketing of this year's coverage on behalf of the town. This year the Town received 2 bids. 1 from the incumbent Evolution Risk, and Symetra.

The incumbent stop-loss insurance provider, Evolution Risk, proposed a 47% renewal increase at the $150,000 deductible level. Holmes Murphy provided an analysis of the proposals. Based on their analysis we are recommending renewing Evolution Risk and maintaining the $150,000 deductible level. Despite this increase, Evolution Risk boasts an A+ rating and a sizable client list. Based on the claims analysis, staff budgeted $956,000 for stop loss insurance for FY27.HowevertThis amount is insufficient based on the continued stop loss claims and subsequent renewal bid. Awarding the Bid to Evolution Risk will create a budget deficit but remains the best option for stop loss coverage.

Budget Impact:
Budgeted out of #600-51600.

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. Stop Loss Analysis

Town Staff Recommendation:

Town Staff recommend awarding RFP No. 2027-02-B for stop-loss insurance to Evolution Risk, Option 1 $150,000 level and authorizing the Town Manager to execute all documents for the same.

Proposed Motion:

I move to award RFP No. 2027-02-B for stop loss insurance to Evolution Risk, Option 1 $150,000 level and authorize the Town Manager to execute all documents for the same.

HOLMES MURPHY

Proposal For: Town of Prosper

Effective Date: January 1, 2027

Proposal Version	IN FORCE POLICY	2	2	2	2	2
AM Best Rating	A+	A+	A	A	A+	A
Proposal Status		Firm	Firm	Firm	Firm	Firm
Valid Through Date		11/20/2026	11/27/2026	11/27/2026	11/20/2026	11/27/2026
Incumbent		Incumbent			Incumbent	
Carrier\Underwriter	Evolution Risk	Evolution Risk	Symetra	Symetra	Evolution Risk	Symetra
Administrator	UMR	UMR	UMR	UMR	UMR	UMR
Network	Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus
PBM	Optum	Optum	Optum	Optum	Optum	Optum
Total Enrollment	352	352	352	352	352	352
Specific Terms						
Claims Accumulation	Per Individual	Per Individual	Per Individual	Per Individual	Per Individual	Per Individual
Specific Contract Basis	24/12	24/12	24/12	24/12	24/12	24/12
Specific Deductible	$150,000	$150,000	$150,000	$175,000	$200,000	$200,000
Aggregating Specific Deductible	$0	$0	$0	$0	$0	$0
Commission % Included	5%	5%	5%	5%	5%	5%
Benefits Covered Under Specific	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Rate Cap %	49%	None	50%	50%	None	50%
No New Laser	Yes	No	Yes	Yes	No	Yes
Terminal Liability Included	No	No	No	No	No	No
Laser Confirmation	Not included	Not Included	Included	Included	Not Included	Included
Additional Laser Liability	$0.00	$0.00	$295,000.00	$270,000.00	$0.00	$245,000.00
Specific Premium Rates						
Composite	$196.16	$292.27	$286.66	$257.48	$260.41	$236.94
Annual Specific Premium	**$828,579.84**	**$1,234,548.48**	**$1,210,851.84**	**$1,087,574.40**	**$1,099,971.84**	**$1,000,813.44**
$ Change		$405,968.64	$382,272.00	$258,994.56	$271,392.00	$172,233.60
% Change		49.00%	46.14%	31.26%	32.75%	20.79%
Aggregate Terms						
Benefits Covered Under Aggregate	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Aggregate Contract Basis	24/12	24/12	24/12	24/12	24/12	24/12
Aggregate Corridor	125%	125%	125%	125%	125%	125%
Commission % Included	5%	5%	5%	5%	5%	5%
Aggregate Run-In Limit		$0	$0	$0	$0	$0
Aggregate Maximum	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Min Aggregate Deductible	$5,970,432	$7,256,198	$7,267,139	$7,384,228	$7,555,173	$7,466,638
Terminal Liability Included	No	No	No	No	No	No
Aggregate Accommodation	No	No	No	No	No	No
Aggregate Liability Factors						
Composite	$1,472.00	$1,717.85	$1,720.44	$1,748.16	$1,788.63	$1,767.67
Annual Aggregate Liability	**$6,217,728.00**	**$7,256,198.40**	**$7,267,138.56**	**$7,384,227.84**	**$7,555,173.12**	**$7,466,638.08**
Expected Claims	**$4,974,182.40**	**$5,804,958.72**	**$5,813,710.85**	**$5,907,382.27**	**$6,044,138.50**	**$5,973,310.46**
$ Change		$1,038,470.40	$1,049,410.56	$1,166,499.84	$1,337,445.12	$1,248,910.08
% Change		16.70%	16.88%	18.76%	21.51%	20.09%
Aggregate Premium Rates						
Composite Rate	$4.29	$5.46	$5.07	$5.23	$6.77	$5.36
Annual Aggregate Premium	**$18,120.96**	**$23,063.04**	**$21,415.68**	**$22,091.52**	**$28,596.48**	**$22,640.64**
$ Change		$4,942.08	$3,294.72	$3,970.56	$10,475.52	$4,519.68
% Change		27.27%	18.18%	21.91%	57.81%	24.94%
Grand Totals						
Annual Specific Premium	$828,579.84	$1,234,548.48	$1,210,851.84	$1,087,574.40	$1,099,971.84	$1,000,813.44
Annual Aggregate Premium	$18,120.96	$23,063.04	$21,415.68	$22,091.52	$28,596.48	$22,640.64
Admin Fees	$21,120.00	$21,120.00	$0.00	$0.00	$21,120.00	$0.00
Total Fixed Costs	**$867,820.80**	**$1,278,731.52**	**$1,232,267.52**	**$1,109,665.92**	**$1,149,688.32**	**$1,023,454.08**
$ Change		$410,910.72	$364,446.72	$241,845.12	$281,867.52	$155,633.28
% Change		47.35%	42.00%	27.87%	32.48%	17.93%
Aggregating Specific Deductible	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Laser Liability	$0.00	$0.00	$295,000.00	$270,000.00	$0.00	$245,000.00
Annual Aggregate Liability	$6,217,728.00	$7,256,198.40	$7,267,138.56	$7,384,227.84	$7,555,173.12	$7,466,638.08
Total Fixed Costs	$867,820.80	$1,278,731.52	$1,232,267.52	$1,109,665.92	$1,149,688.32	$1,023,454.08
Total Expected Cost	$5,842,003.20	$7,083,690.24	$7,340,978.37	$7,287,048.19	$7,193,826.82	$7,241,764.54
Total Max Liability	**$7,085,548.80**	**$8,534,929.92**	**$8,794,406.08**	**$8,763,893.76**	**$8,704,861.44**	**$8,735,092.16**
$ Change		$1,449,381.12	$1,708,857.28	$1,678,344.96	$1,619,312.64	$1,649,543.36
% Change		20.46%	24.12%	23.69%	22.85%	23.28%