Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 25, 2025
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

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

1. Consider and act upon the minutes of the November 11, 2025, Town Council Work Session meeting. (MLS)

2. Consider and act upon the minutes of the November 11, 2025, Town Council Regular Meeting. (MLS)

3. Consider and act upon the minutes of the November 13, 2025, Town Council Special meeting. (MLS)

4. Consider and act upon the minutes of the November 13, 2025, Town Council, EDC, and P&Z Joint Work Session. (MLS)

5. Consider and act upon an Ordinance repealing Ordinance 2023-32 of the Town's Code of Ordinances; Creating and adopting a Special Purpose Sign District-9 pursuant to Section 3.14.015 of the Town's Code of Ordinances as amended for the Gates of Prosper, Phase 2 and Phase 3. [MISC-25-0002] (DH)

6. Consider and act upon approving a Professional Services Agreement between Walter P. Moore and the Town of Prosper, Texas, for the preparation of plans and construction documents for renovations to the pond dam at Raymond Community Park in the amount of $101,000. (DB)

7. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the US 380 30-inch Water Line and 8-inch Wastewater Line Relocation project, in the amount of $1,018,600. (PA)

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

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

9. Conduct a Public Hearing on the proposed creation of Tax Increment Reinvestment Zone No. 3 located along the Dallas North Tollway generally bound by Frontier Parkway, US Highway 380, North Coleman Street, and West of the Dallas North Tollway along existing/future Shawnee Trail. (CE)

10. Consider and act upon authorizing the Town Manager to execute any documents related to the purchase of park playground equipment from Play and Park Structures in the amount of $2,057,989.85. (CE)

11. Consider and act upon awarding RFP No. 2026-02-B for stop loss insurance for the Town's self-insurance fund, effective January 1, 2026, not to exceed $900,000, and authorize the Town Manager to execute all documents for the same. (TL)

12. Consider and act upon the 2026 Prosper Town Council Regular meeting schedule. (MLS)

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 legal advice and issues related to Chapter 271 of the Texas Local Government Code, and all matters incident and related thereto.

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesday, November 19, 2025, 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 11, 2025

Call to Order/ Roll Call.

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

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

Staff Members Present:
Terry Welch, Town Attorney
Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Engineering Director
Dan Baker, Parks and Recreation Director
Kurt Beilharz, Asst. Director of Parks and Recreation
Carrie Jones, Public Works Director
Chris Landrum, Finance Director
David Hoover, Development Services Director
Dakari Hill, Senior Planner
Mary Branch, Health and Code Compliance Manager
Larenz Taylor, Management Analyst
Todd Rice, Communications Director

DRAFT

Items for Individual Consideration:

1. Discussion regarding street medians. (HW/DB)

Mr. Webb provided an overview of all the medians within the Town highlighting ones that are currently attached with projects.

Mr. Baker and Beilharz provided an overview of median landscape design standards including kinds of material and elements that can be used based on the size of the median.

The Town Council discussed the overall maintenance of medians, irrigated versus non-irrigated medians, types of materials, unimproved areas, and alternatives to using grass. The Town Council requested staff to identify smaller median areas within Town to present to the CIP Subcommittee for future project funding.

2. Discussion regarding property maintenance. (RB)

Ms. Battle presented an overview of Code Compliance including top code violations, responsibilities of the department, processes when a complaint is taken, and processes for abatements and liens.

The Town Council discussed overall processes and timeframes, high grass and weeds viloations, abatement process and outcomes, residential verus commercial properties, and best ways to report a violation.

3. Discussion regarding the Town's services for animal control. (RB)

No discussion took place.

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 551.089 - To deliberate security information collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity, pursuant to Section 2059.055 of the Texas Government Code, and all matters incident and related thereto.

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

Section 551.071 - Consultation with the Town Attorney regarding legal advice and issues related to Chapter 271 of the Texas Local Government Code, and all matters incident and related thereto.

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

Reconvene into Work Session.

No Executive Session took place.

Adjourn.

The meeting was adjourned at 6:08 p.m.

These minutes were approved on the 25th day of November 2025.

DRAFT

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 11, 2025

Call to Order/ Roll Call.

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

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

Staff Members Present:
Terry Welch, Town Attorney
Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Director of Engineering
Carrie Jones, Public Works Director
Dan Baker, Parks and Recreation Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Dakari Hill, Planner
Larenz Taylor, Management Analyst
Leigh Johnson, IT Director
Muya Mwangi, Help Desk Technician I
Todd Rice, Communications Director
Doug Kowalski, Police Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
Pastor PJ with Compass Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

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

Thank you to the 377 participants and over 500 in attendance that took part in this year's Veteran's Day 5K, 10K, and Fun Run. A special thank you to all the volunteers and those who helped make this a fun event for all.

Prosper on Tap, Friendsgiving Sip & Stroll returns on Saturday, November 22 from noon to 4:00 pm in Downtown Prosper. In partnership with SBG Hospitality, this themed event offers a great way to explore what's new and happening downtown. For more information including how to get your tickets, visit www.prospertx.gov/specialevents.

DRAFT

Reminder that Town Hall Offices and the Prosper Community Library will be closed on Thursday, November 27 and Friday, November 28 for the Thanksgiving Holiday. Due to the holiday, residents whose trash service falls on Thursday or Friday will be delayed by one day. The special bulk drop off location at Public Works will also be closed on Saturday, November 29.

The Prosper annual Christmas Festival will take place on Saturday, December 6 at Prosper Town Hall. Come experience the magic of Santa Claus in his Workshop, the Kids Christmas Shoppe, ice skating rink, Kids Fun Zone, Community Stage performances, carriage rides, live demonstrations, and food truck vendors. Also, don't miss out on the Prosper Rotary Club Christmas Parade at 2:30 p.m., and the Tree Lighting with Mayor Bristol at 7:00 p.m. followed by the Drone Show. For more information visit www.prospertx.gov/specialevents.

Councilmember Ray expressed his appreciation to those who have and continue to serve for in honor of Veterans Day.

Presentations.

1. **Proclamation recognizing December 13, 2025, as Salvation Army Red Kettle Campaign Day. (MLS)**

   Mayor Bristol read and presented a Proclamation to members of the North Texas Salvation Army.

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.

2. **Consider and act upon the minutes of the October 28, 2025, Town Council Work Session meeting. (MLS)**

3. **Consider and act upon the minutes of the October 28, 2025, Town Council Regular meeting. (MLS)**

4. **Consider acceptance of the September monthly financial report for fiscal year 2025. (CL)**

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

6. **Consider and act upon Resolution 2025-56 setting a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing generally encompassing property adjacent to the Dallas North Tollway and the downtown area. (CE)**

7. **Consider and act upon Resolution 2025-57 casting the Town of Prosper's votes for the Collin County Central Appraisal District Board of Directors (CCAD). (MLS)**

8. **Consider and act upon Resolution 2025-58 casting its votes for the Denton County Central Appraisal District Board of Directors (DCAD). (MLS)**

9. **Consider and act upon approving the purchase of wired networking infrastructure, from SHI Inc., utilizing the Texas Department of Information Resources (DIR) Purchasing Contract for $751,620. (LJ)**

DRAFT

10. **Consider and act upon authorizing the Town Manager to execute documents between Climatec, LLC and the Town of Prosper for the installation of a Building Automation System (BAS) at the Central Fire Station in the amount of $65,732. (RC)**

11. **Consider and act upon a request for a Façade Plan for Restaurants on Gates of Prosper, Phase 3B, Block B, Lot 3B, on 12.2± acres, located on the northwest corner of Preston Road and University Drive. (DEVAPP-25-0031) (DH)**

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

Mayor Bristol requested to pull item 4.

Mayor Pro-Tem Bartley made a motion to approve consent agenda items 2 through 3, and 5 through 12. Deputy Mayor Pro-Tem Kern seconded the motion. Motion carried unanimously.

Regarding item 4, Mayor Bristol asked for clarification regarding the fund balance policy and cash versus accruals. Mr. Landrum explained how the report is presented monthly versus quarterly, and when the entries reflect its compliance with the town's policy.

Councilmember Ray made a motion to approve item 4 as presented. Councilmember Hodges seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Jack Dixon, 810 Long Valley Ct., expressed his appreciation for the funds raised to help build the Veterans Memorial at Frontier Park, and to the Mayor, and all those who have served. He noted items in Phase II that will be done for the Memorial.

Items for Individual Consideration:

13. **Conduct a Public Hearing and consider and act upon a request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive. (ZONE-24-0025) (DH)**

Mr. Hoover presented the item providing an overview of the project. No responses were received as part of the notice requirements. The Planning and Zoning Commission recommended approval with a 5-0 vote. Staff recommends approval.

Ms. Alexa Knight with Daake Law, presented the proposed project request including the proposed Concept Plan, changes made based on feedback received from the Planning and Zoning Commission and Council, and the phasing plan for the project.

Mr. Brian Moore with GFF Design, spoke to the design of the proposed plan highlighting the trail connectivity and open space.

Mayor Bristol opened the public hearing.

No comments were made.

DRAFT

Mayor Bristol closed the public hearing.

The Town Council discussed and expressed concerns about multi-family units, overall density, location of the open space, the phasing plan, the overall configuration of the plan, landscape enhancements, housing uses, and refining details within the documents.

Councilmember Ray made a motion to table a request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive to February 24, 2026. Councilmember Andres seconded the motion. Motion carried unanimously.

14. Conduct a Public Hearing to consider the adoption of a Unified Development Code, which encompasses amendments to Building Regulations, Business Regulations, Fire Prevention and Protection codes, Health and Sanitation codes, the Subdivision Regulation, Utilities standards, the Zoning Ordinance, Engineering Design Standards, and Definitions. (ZONE-25-0014) (DH)

Mr. Hoover introduced the item and stated the specifics of each chapter would come back at a later date in ordinance form for the Council to review prior to adoption.

Armon Irones with Freese and Nichols gave an overview of substantive changes within the UDC.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Mayor Pro-Tem Bartley made a motion to approve the adoption of a Unified Development Code, which encompasses amendments to Building Regulations, Business Regulations, Fire Prevention and Protection codes, Health and Sanitation codes, the Subdivision Regulation, Utilities standards, the Zoning Ordinance, Engineering Design Standards, and Definitions. Mayor Pro-Tem Kern seconded the motion. Motion carried unanimously.

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

CIP Subcommittee: Mayor Pro-Tem Bartley noted the committee received updates on Raymond Community Park, the Public Works and Parks Center, initial road projects plan, and funding for Parvin Road.

Community Engagement Committee: Mayor Pro-Tem Bartley noted the committee discussed upcoming events, a survey, election of officers, and brainstorming ideas to help residents register electric bikes.

Downtown Advisory Committee: Councilmember Ray noted the committee recapped projects currently awaiting funding and discussed the memorial plaza.

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

No comments were made.

DRAFT

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 551.089 - To deliberate security information collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity, pursuant to Section 2059.055 of the Texas Government Code, and all matters incident and related thereto.

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

Section 551.071 - Consultation with the Town Attorney regarding legal advice and issues related to Chapter 271 of the Texas Local Government Code, and all matters incident and related thereto.

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

The Town Council recessed into Executive Session at 8:02 p.m.

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

The Town Council reconvened into Regular Session at 9:46 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:47 p.m.

These minutes were approved on the 25th day of November 2025.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES

Prosper Town Council Special Meeting
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Thursday, November 13, 2025

Call to Order/ Roll Call.

The meeting was called to order at 5:04 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 Jeff Hodges

Council Members Absent:
Councilmember Cameron Reeves

Staff Members Present:
Terry Welch, Town Attorney
Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager

Items for Individual Consideration:

1. **Consider and act upon Ordinance 2025-59 canvassing the returns and declaring the results of the November 4, 2025, Special Election. (MLS)**

   Ms. Lewis Sirianni presented the results of the Special Election reflecting combined totals from both Collin and Denton County regarding Propositions A through F with Propositions A and F passing and Propositions B through E failing.

Proposition A - Streets

Combined Totals

	Early Voting In-Person	Ballots by Mail	Election Day In-Person	Provisional Ballots	Total	Vote %
For	1,359	16	1,133	2	2,510	59.17%
Against	686	9	1,036	1	1,732	40.83%
Totals	2,045	25	2,169	3	4,242	100.00%
Overvotes	3	0	3	0	6	
Undervotes	8	0	22	0	30	
Contest Totals	**2,056**	**25**	**2,195**	**3**	**4,279**	

DRAFT

Proposition B - Police

Combined Totals

	Early Voting In-Person	Ballots By Mail	Election Day In-Person	Provisional Ballots	Total	Vote %
For	1,075	14	910	2	2,001	47.30%
Against	962	11	1,255	1	2,229	52.70%
Totals	2,037	25	2,165	3	4,230	100.00%
Overvotes	1	0	3	0	4	
Undervotes	18	0	27	0	45	
Contest Totals	**2,056**	**25**	**2,195**	**3**	**4,279**	

Proposition C - Library

Combined Totals

	Early Voting In-Person	Ballots by Mail	Election Day In-Person	Provisional Ballots	Total	Vote %
For	907	8	825	2	1,742	41.23%
Against	1,128	17	1,337	1	2,483	58.77%
Totals	2,035	25	2,162	3	4,225	100.00%
Overvotes	1	0	2	0	3	
Undervotes	20	0	31	0	51	
Contest Totals	**2,056**	**25**	**2,195**	**3**	**4,279**	

Proposition D - Parks & Recreation

Combined Totals

	Early Voting In-Person	Ballots by Mail	Election Day In-Person	Provisional Ballots	Total	Vote %
For	1,082	15	984	2	2,083	49.28%
Against	952	10	1,181	1	2,144	50.72%
Totals	2,034	25	2,165	3	4,227	100.00%
Overvotes	2	0	2	0	4	
Undervotes	20	0	28	0	48	
Contest Totals	**2,056**	**25**	**2,195**	**3**	**4,279**	

Proposition E - Public Works & Service Center

Combined Totals

	Early Voting In-Person	Ballots by Mail	Election Day In-Person	Provisional Ballots	Total	Vote %
For	1,053	17	874	2	1,946	46.17%
Against	977	8	1,283	1	2,269	53.83%
Totals	2,030	25	2,157	3	4,215	100.00%
Overvotes	3	0	1	0	4	
Undervotes	23	0	37	0	60	
Contest Totals	**2,056**	**25**	**2,195**	**3**	**4,279**	

Proposition F - Downtown Improvements

Combined Totals

	Early Voting In-Person	Ballots by Mail	Election Day In-Person	Provisional Ballots	Total	Vote %
For	1,148	14	1,043	2	2,207	52.22%
Against	887	10	1,121	1	2,019	47.78%
Totals	2,035	24	2,164	3	4,226	100.00%
Overvotes	2	0	1	0	3	
Undervotes	19	1	30	0	50	
Contest Totals	**2,056**	**25**	**2,195**	**3**	**4,279**	

DRAFT

Councilmember Ray made a motion to approve Ordinance 2025-59 canvassing the returns and declaring the results of the November 4, 2025 Special Election as presented. Deputy Mayor Pro-Tem Kern seconded the motion. Motion carried with a 6-0 vote.

Adjourn.

The meeting was adjourned at 5:07 p.m.

These minutes were approved on the 25th day of November 2025.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES

Prosper Town Council, EDC, and P&Z
Joint Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Thursday, November 13, 2025

Town Council Call to Order/Roll Call.

Mayor Bristol called the meeting to order at 5:33 p.m.

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

Economic Development Corporation Call to Order / Roll Call.

Board Member Smith called the meeting to order at 5:36 p.m.

Economic Development Corporation Board of Directors Present:
Board Member Ray Smith
Board Member David F. Bristol
Board Member Jeffrey Yates
Board Member Chris Kern

Economic Development Corporation Board of Directors Absent:
President Chad Gilliland
Board Member Don Perry
Board Member Grant Mendeljian

Planning and Zoning Commission Call to Order/Roll Call.

There was no quorum of the Planning and Zoning Commission.

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Michelle Lewis Sirianni, Town Secretary
David Hoover, Development Services Director
Dan Heischman, Ast. Director of Engineering - Development

Executive Session:

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

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

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 551.071 - Consultation with the Town Attorney to discuss legal issues associated with economic development and property acquisition issues, and all matters incident and related thereto.

The Town Council and Economic Development Corporation recessed into Executive Session at 5:37 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 7:51 p.m.

No action was taken.

The Economic Development Corporation reconvened into Regular Session at 7:51 p.m.

No action was taken.

Adjourn.

The meeting was adjourned by the governing bodies at 7:52 p.m.

These minutes were approved on the 25th day of November 2025.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER
A Place Where Everyone Matters

DEVELOPMENT SERVICES

To: **Mayor and Town Council**

From: **Brady Cudd, Building Official**

Through: **Mario Canizares, Town Manager**
Charles Ewings, Assistant Town Manager
David Hoover, Director of Development Services

Re: **Special Purpose Sign District for Gates of Prosper, Phase 2 and Phase 3**

Town Council Meeting – November 25, 2025

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development
5. Work Towards a Growing & Diversified Tax Base

Agenda Item:

Consider and act upon an Ordinance repealing Ordinance 2023-32 of the Town's Code of Ordinances; Creating and adopting a Special Purpose Sign District-9 pursuant to Section 3.14.015 of the Town's Code of Ordinances as amended for the Gates of Prosper, Phase 2 and Phase 3. [MISC-25-0002]

Description of Agenda Item:

As defined in the Sign Ordinance, a Special Purpose Sign District (SPSD) is an overlay district that allows an applicant the option of designating an area where signs may deviate from the underlying sign code regulations. Town Council has the authority to approve, conditionally approve, or deny requests for Special Purpose Sign Districts.

Gates of Prosper Phase 2 and Phase 3 has an existing SPSD-9 that was approved by Town Council on March 28, 2023, that contains two original requests. The first original request is to allow for unified development signs, monument signs, and identity signs in Phase 2 and Phase 3 of Gates of Prosper (west of Preston Road) that are consistent with existing signage in Gates of Prosper Phase 1 (east of Preston Road) and Gates of Prosper, Phase 2. Signage in Gates of Prosper, Phase 1, was originally approved as SPSD-4 by Council on March 22, 2016. Certain signage in Gates of Prosper, Phase 2, was approved by Town Council on February 25, 2020, via sign waiver (MD20-0001). The second original request is to permit six wall signs to exceed the maximum height requirement.

In addition to the existing approved SPSD-9, the applicant is now requesting the Town Council to approve two additional requests. The first new request is to allow signage on three elevations of all tenant spaces and stand-alone buildings throughout the SPSD within Gates of Prosper Phase 2 and Phase 3. The adoption of Ord. 2023-84 modified the adopted Sign Ordinance by restricting the wall signage allowed to two facades per business and differs from signage regulations that were in place during the construction of Gates of Prosper Phase 1. The second new request is to allow multi-tenant wall signage on select buildings, which will allow for tenants within the building envelope additional signage.

The attached Sign Coordination Plan (Exhibit B) shows the extent of the proposed SPSD while the Sign Schedule (Exhibit D) identifies deviations from Sign Ordinance for each proposed sign type.

The attached Elevations and Sign Details (Exhibit C) show the elevations and details of the proposed wall signs. Exhibit C-18, C-19, C-22, C-24, C-34, C-35, C-36, C-37, and C-38 all depict three elevations of signage proposed. Exhibit C-26, C-31 and C-33 all depict multi-tenant wall signage proposed.

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. Exhibit A – Statement of Intent and Purpose
3. Exhibit B – Sign Coordination Plan and Metes & Bounds
4. Exhibit C – Elevations and Sign Details
5. Exhibit D – Sign Schedule

Town Staff Recommendation:

Town staff recommend that the Town Council approve an Ordinance repealing Ordinance 2023-32 of the Town's Code of Ordinances; Creating and adopting a Special Purpose Sign District-9 pursuant to Section 3.14.015 of the Town's Code of Ordinances as amended for the Gates of Prosper, Phase 2 and Phase 3.

Proposed Motion:

I move to approve (conditionally approve, deny) Ordinance repealing Ordinance 2023-32 of the Town's Code of Ordinances; Creating and adopting a Special Purpose Sign District-9 pursuant to Section 3.14.015 of the Town's Code of Ordinances as amended for the Gates of Prosper, Phase 2 and Phase 3.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2025-___**

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ORDINANCE NO. 2023-32 IN ITS ENTIRETY; CREATING AND ADOPTING A SPECIAL PURPOSE SIGN DISTRICT, PURSUANT TO SECTION 3.14.015 OF THE TOWN'S CODE OF ORDINANCES, AS AMENDED, FOR THE GATES OF PROSPER, PHASE 2 AND PHASE 3; MAKING FINDINGS; PROVIDING A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, Section 3.14.015 of the Town's Code of Ordinances, as amended, provides for the approval by the Town Council of the Town of Prosper, Texas (the "Town Council"), of a special district that exclusively addresses sign regulations; and

WHEREAS, the special district, if approved by the Town Council, is designated a Special Purpose Sign District ("SPSD"), and in general, the purposes of an SPSD are to (1) promote consistency among signs within a development, thus creating visual harmony between signs, buildings, and other components of the property; (2) enhance the compatibility of signs with the architectural and site design features within a development; (3) encourage signage that is in character with planned and existing uses, thus creating a unique sense of place; and (4) encourage multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with development standards; and

WHEREAS, an application has been submitted to the Town for an SPSD on 114.187 acres of land, more or less ("the Property"), commonly known as Phase 2 and Phase 3 of the Gates of Prosper, generally located on the northwest corner of U.S. Highway 380 and Preston Road in the Town. the description of which is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the proposed SPSD consists of signage for Phase 2 and Phase 3 of the Gates of Prosper, which is generally consistent with the SPSD previously approved for the Gates of Prosper, Phase 1, east of Preston Road; and

WHEREAS, the Town Council has further investigated and determined that it will be advantageous and beneficial to Prosper and its inhabitants to adopt an SPSD on the aforementioned property, subject to the terms and conditions as set forth herein.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Ordinance No. 2023-32 is hereby repealed in its entirety.

SECTION 3

There is hereby created and approved a Special Purpose Sign District on the Property. For the intent and purpose described in the Statement of Intent and Purpose, attached hereto as Exhibit A and incorporated by reference, all signage on the Property, more particularly described in Exhibit B, attached hereto and incorporated by reference, shall be subject to the detailed elevations, attached hereto as Exhibits C-1 through C-38 and the Sign Schedule, attached hereto as Exhibit D and incorporated by reference. Any signage not specifically addressed in the attachments to this Special Purpose Sign District Ordinance shall comply with the Town's Sign Ordinance, contained in Article 3.14, “Signs,” of Chapter 3, “Building Regulations,” of the Town's Code of Ordinances, as amended.

SECTION 4

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 5

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 signage that is not in conformity with this Ordinance.

SECTION 6

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Five Hundred ($500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Town from filing suit to enjoin the violation. The Town retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, 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 8

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 9

This Ordinance shall become effective from and after its adoption and publication, as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS _____ DAY OF NOVEMBER, 2025.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

EXHIBIT A / STATEMENT OF INTENT AND PURPOSE

This request of the SPECIAL PURPOSE SIGN DISTRICT (SPSD) is to maintain the quality and graphic environment that has been designated for the signage previously approved within the ***SPSD - 4 : Gates of Prosper - East of Preston Road***. The intent is to create signage that complies with the established designs for the unified, multi-tenant and single tenant free standing signs of ***SPSD - 4.*** The following exhibits will also show proposed building signage locations for the tenants within the proposed SPSD.

We are requesting an SPSD for the Gates of Prosper West of Preston Road, Phase 2 & Phase 3 to allow for the construction of the following deviations

PROPOSED DEVIATIONS

1. Maximum number of signs.

- Deviation Per Sec. 3.14.012; (N); (v); (a) One per street frontage of the unified development zone (UDZ)

PHASE 3:

- LOT 1.67 AC: Requesting 1 additional monument sign; SIGN 23
- LOT 2.06 AC: Requesting 1 additional monument sign; SIGN 25
- LOT 11.07 AC: Requesting 1 additional monument sign; SIGN 34
- LOT 16.10 AC: Requesting 1 additional monument sign; SIGN 37

Ord. 2023-32: Approved as requested.

2. Larger than code allowance signage for the Target wall signs.

- Deviation Per Sec. 3.14.012; (I); (iii), Maximum Height

REFER TO EXHIBIT C-24

C1-A - Allowed 8’ per code; Requesting 13’-0”
C1-C - Allowed 8’ per code; Requesting 15’-6 3/8”
C1-D - Allowed 8’ per code; Requesting 8’-1”
C1-E - Allowed 8’ per code; Requesting 8’-1”
C1-E - Allowed 8’ per code; Requesting 12’-0”
C1-F - Allowed 8’ per code; Requesting 12’-0”
- Requesting sign to project above parapet.

Ord. 2023-32: Approved as requested.

3. Masonry Border.

-The Sign Ordinance requires Unified Development Signs and Monument Signs to contain a minimum one-foot (1’) masonry with mortar border around all sides of signage.

-Deviation was previously approved for Phase 2 in order to allow for signage consistent with existing signage located on the east side of Preston Road in Gates of Prosper, Phase 1.

Per MD20-0001:
- *Signs 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 12, and 15 have been previously approved.*
- *Signs 13, 14, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, and 37, 38, 39, 40, 41, 42, and 43 are seeking approval.*

Ord. 2023-32: Cites deviation approval to include approved waiver #MD20-0001 plus Phase 3 Unified Development Signs & monument signs.

4. Signage Area.

-The Sign Ordinance requires 20’ Unified Development Signs to not exceed a signage area of 240 SF and Monument Signs to not exceed a signage area of 64 SF

REFER TO EXHIBIT C-2

20’ Unified Development Sign (Type B) exceeds 240 SF maximum allowed per ordinance.

- *Existing sign built on HW 380.*
- *Sign 29 seeking approval.*

Ord. 2023-32: Approved as requested.

REFER TO EXHIBIT C-3

Monument Sign (Type C) exceeds 64 SF maximum allowed per ordinance.

Per MD20-0001:
- *Signs 04, 05, 06, 07, 09, and 10 have been previously approved.*
- *Signs 13, 14, 16, 17, 18, 19, 21, 23, 24, 25, 27, 28, 30, 32, 33, 34, 35, 37, 38, 39, 41, 42, and 43 are seeking approval.*

Ord. 2023-32: Approved as requested.

EXHIBIT A / STATEMENT OF INTENT AND PURPOSE - AMENDMENT

This request of the SPECIAL PURPOSE SIGN DISTRICT (SPSD) is to maintain the quality and graphic environment that has been designated for the signage previously approved within the ***SPSD - 9 : Gates of Prosper - Phase 2 and 3.*** The intent is to create signage that complies with the established designs for the unified, multi-tenant and single tenant free standing signs of ***SPSD - 9.*** The following exhibits will also show building signage locations for the tenants within the proposed SPSD.

NOT PREVIOUSLY APPROVED:

1. Increase multi-tenant wall signage

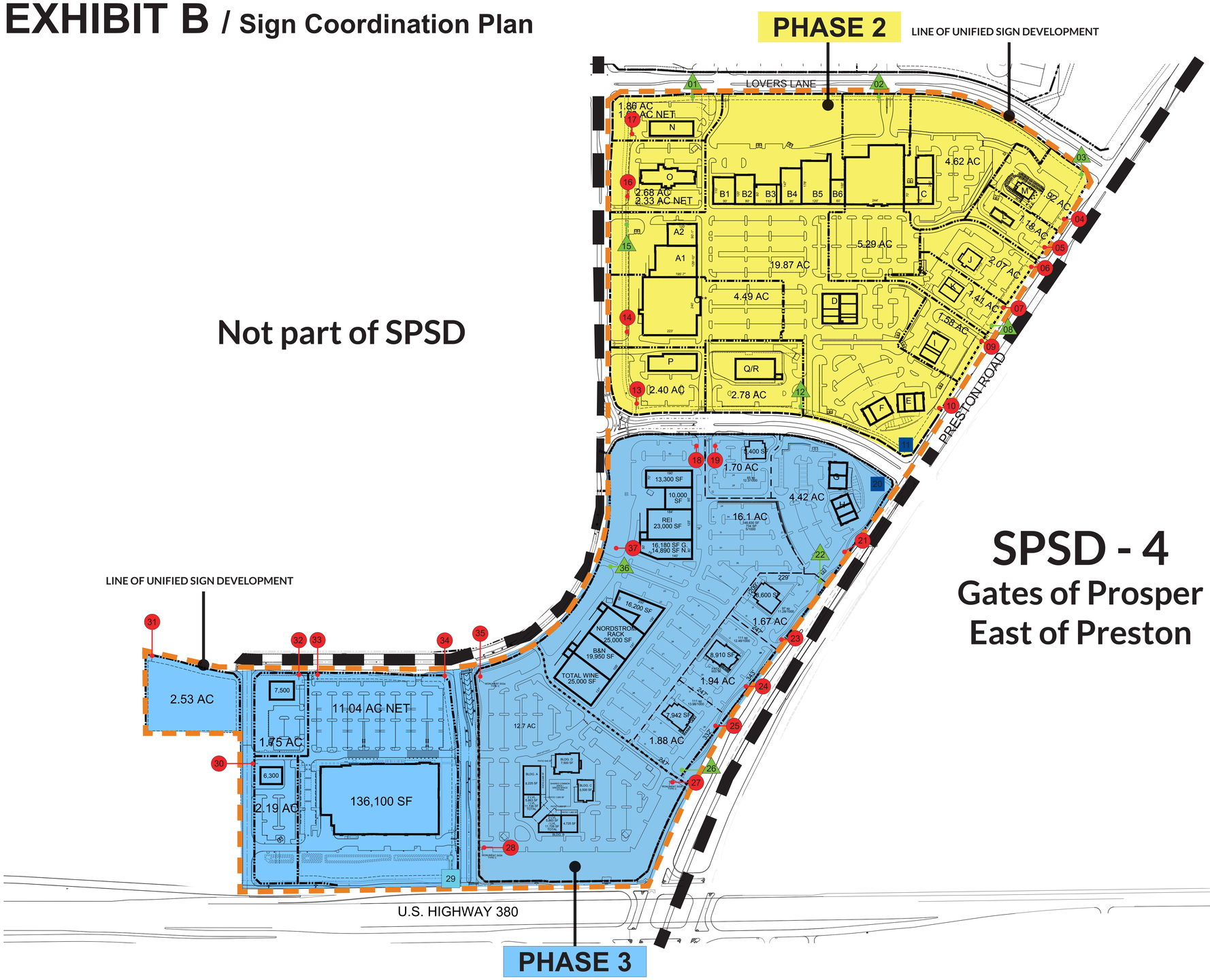
    C-26 Additional west and south elevations.

    C-31

2. Allow Signage on 3 elevations: of all tenant suites and stand-alone buildings throughout the SPSD

3. Multi-Tenant Wall Signs: shall be limited to advertising the businesses within the building envelope.

EXHIBIT B / Sign Coordination Plan



Not part of SPSD

SPSD - 4
Gates of Prosper East of Preston

TYPE A @ 12'-0"
- UNIFIED DEVELOPMENT MONUMENT SIGN

Total Proposed Signs: 9
PHASE 2: 01, 02*, 03*, 08*, 12*, 15*
PHASE 3: 22, 26, 36
*Existing

TYPE B @ 20'-0"
- UNIFIED DEVELOPMENT MONUMENT SIGN

Total Proposed Signs: 1
PHASE 3: 29

TYPE C @ 8'-0"
- MONUMENT SIGN

Total Proposed Signs: 25
PHASE 2: 04, 05*, 06, 07*, 09*, 10*, 13, 14, 16, 17
PHASE 3: 18, 19, 21, 23, 24, 25, 27, 28, 30, 31, 32, 33, 34, 35, 37
*Existing

TYPE D @ 5'-0"
- DEVELOPMENT IDENTITY "GATES OF PROSPER" SIGN

Total Proposed Signs: 2
PHASE 2: 11*
PHASE 3: 20*
*Existing

Ord. 2023-32: Approved all of the above, as requested.

Per currently adopted Sign Ordinance:
1. One (1) sign per street frontage of the UDZ
2. 75' separation between signs of single or multi tenant or unified development sign within an adjacent UDZ.
3. 750' per street frontage, from an additional unified development sign within the same UDZ.

DISTANCES

	01 - 02	02 - 03	03 - 04	04 - 05	05 - 06	06 - 07	07 - 08	08 - 09	09 - 10	10 - 11	11 - 12	12 - 13	13 - 14	14 - 15	15 - 16	16 - 17	17 - 01	15 - 01		
PHASE 2	750'	896'	181'	137'	95'	200'	87'	75'	336'	158'	418'	681'	300'	465'	83'	258'	300'	785'		
	18 - 19	**19 - 20**	**20 - 21**	**21 - 22**	**22 - 23**	**23 - 24**	**24 - 25**	**25 - 26**	**26 - 27**	**27 - 28**	**28 - 29**	**29 - 30**	**30 - 31**	**31 - 32**	**32 - 33**	**33 - 34**	**34 - 35**	**35 - 36**	**36 - 37**	**37 - 18**
PHASE 3	76'	670'	270'	149'	290'	243'	203'	229'	75'	805'	150'	1178'	602'	611'	75'	524'	145'	696'	76'	566'

LEGEND

- PHASE 2
- PHASE 3
- LINE OF UNIFIED SIGN DEVELOPMENT

EXHIBIT B / Metes and Bounds

PHASE 2

BEING a 52.1138 acre (2,270,076 square foot) tract of land situated in the Collin County School Land No. 12 Survey, Abstract No. 147, Ben Renison Survey, Abstract No. 755, and the John Yarnell Survey, Abstract No. 1038, Town of Prosper, Collin County, Texas, and being all of Gates of Prosper, Phase 2, Block A, an addition to the Town of Prosper, according to the plats recorded in Volume 2020, Page 560, Volume 2022, Page 260, and Volume 2024, Page 208 of the Map Records of Collin County, Texas; said tract being more particularly described as follows:

BEGINNING at the north end of a right-of-way corner clip at the intersection of the east right-of-way line of South Coleman Street (a variable width right-of-way) and the south right-of-way line of Lovers Lane (a variable width right-of-way);

THENCE along the said south right-of-way line of Lovers Lane, the following 7 calls:

North 90°00'00" East, a distance of 150.00 feet to a point for corner;

North 86°11'09" East, a distance of 150.33 feet to a point for corner;

North 90°00'00" East, a distance of 923.53 feet to a point at the beginning of a tangent curve to the right with a radius of 805.00 feet, a central angle of 34°09'35", and a chord bearing and distance of South 72°55'13" East, 472.86 feet;

In an easterly direction, with said tangent curve to the right, an arc distance of 479.94 feet to a point for corner;

South 55°50'25" East, a distance of 56.69 feet to a point for corner;

South 52°01'34" East, a distance of 150.33 feet to a point for corner;

South 55°50'25" East, a distance of 112.94 feet to the north end of a right-of-way corner clip at the intersection of the said south right-of-way line of Lovers Lane and the west right-of-way line of South Preston Road (State Highway 289, a variable width right-of-way);

THENCE South 13°11'56" East, along said corner clip, a distance of 36.78 feet to the south end of said corner clip;

THENCE along the said west right-of-way line of South Preston Road, the following 5 calls:

South 29°26'34" West, a distance of 146.91 feet to a point for corner;

South 35°04'16" West, a distance of 385.16 feet to a point for corner;

South 33°38'20" West, a distance of 300.00 feet to a point for corner;

South 30°18'02" West, a distance of 324.41 feet to a point for corner;

South 33°39'32" West, a distance of 189.85 feet to the east end of a right-of-way corner clip at the intersection of the said west right-of-way line of South Preston Road and the north right-of-way line of Richland Boulevard (a variable width right-of-way line);

THENCE South 78°54'33" West, along said corner clip, a distance of 35.20 feet to the west end of said corner clip;

THENCE along the said north right-of-way line of Richland Boulevard, the following 8 calls:

North 55°50'25" West, a distance of 61.66 feet to a point at the beginning of a tangent curve to the left with a radius of 905.00 feet, a central angle of 04°00'12", and a chord bearing and distance of North 57°50'31" West, 63.22 feet;

In a northwesterly direction, with said tangent curve to the left, an arc distance of 63.24 feet to a point for corner;

North 68°25'22" West, a distance of 150.00 feet to a point at the beginning of a non-tangent curve to the left with a radius of 895.00 feet, a central angle of 20°37'01", and a chord bearing and distance of North 79°41'29" West, 320.32 feet;

EXHIBIT B / Metes and Bounds

In a westerly direction, with said non-tangent curve to the left, an arc distance of 322.05 feet to a point for corner;

North 90°00'00" West, a distance of 431.35 feet to a point at the beginning of a tangent curve to the left with a radius of 546.00 feet, a central angle of 06°58'57", and a chord bearing and distance of South 86°30'31" West, 66.50 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 66.54 feet to a point for corner;

South 83°01'03" West, a distance of 35.50 feet to a point at the beginning of a tangent curve to the right with a radius of 83.00 feet, a central angle of 35°41'21", and a chord bearing and distance of North 79°08'17" West, 50.87 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 51.70 feet to the east end of a right-of-way corner clip at the intersection of the said north right-of-way line of Richland Boulevard and the said east right-of-way line of South Coleman Street;

THENCE North 61°17'36" West, along said corner clip, a distance of 36.82 feet to the west end of said corner clip for the beginning of a tangent curve to the right with a radius of 38.00 feet, a central angle of 39°59'13", and a chord bearing and distance of North 41°18'00" West, 25.99 feet;

THENCE along the said east right-of-way line of South Coleman Street, the following 5 calls:

In a northwesterly direction, with said tangent curve to the right, an arc distance of 26.52 feet to a point at the beginning of a compound curve to the right with a radius of 338.00 feet, a central angle of 21°18'24", and a chord bearing and distance of North 10°39'12" West, 124.97 feet;

In a northerly direction, with said compound curve to the right, an arc distance of 125.69 feet to a point for corner;

North 00°00'00" East, a distance of 848.25 feet to a point for corner;

North 03°48'51" East, a distance of 150.33 feet to a point for corner;

North 00°00'00" East, a distance of 125.00 feet to the south end of said corner clip;

THENCE North 45°00'00" East, along said corner clip, a distance of 35.36 feet to the **POINT OF BEGINNING** and containing 2,270,076 square feet or 52.1138 acres of land, more or less.

EXHIBIT B / Metes and Bounds

PHASE 3

BEING a 62.0735 acre (2,703,922 square foot) tract of land situated in the Ben Renison Survey, Abstract No. 755 and the John Yarnell Survey, Abstract No. 1038, Town of Prosper, Collin County, Texas, and being all of Block B, Lot 1, Gates of Prosper, Phase 2, all of Block C, Lots 1-3, Gates of Prosper, Phase 3, and a portion of Block B, Lot 2, Gates of Prosper, Phase 2, all additions to the Town of Prosper according to the plats recorded in Volume 2020, Page 807, Volume 2023, Page 435, and Volume 2022, Page 755 of the Map Records of Collin County, Texas; said tract being all of Commerce Street (a variable width right-of-way) and Marketplace Drive (a variable width right-of-way); said tract being more particularly described as follows:

BEGINNING at intersection of the north right-of-way line of US Highway 380 (a variable width right-of-way) and the west right-of-way line of South Preston Road (State Highway 289, a variable width right-of-way);

THENCE along the said north right-of-way line of US Highway 380, the following 11 calls:

South 89°12'09" West, a distance of 153.99 feet to a point at the beginning of a non-tangent curve to the left with a radius of 233.10 feet, a central angle of 11°42'36", and a chord bearing and distance of North 85°16'11" West, 47.56 feet;

In a westerly direction, with said non-tangent curve to the left, an arc distance of 47.64 feet to a point for corner;

South 89°11'05" West, a distance of 219.97 feet to the south end of a right-of-way corner clip at the intersection of the said north right-of-way line of US Highway 380 and the east right-of-way line of said Marketplace Drive;

South 87°21'26" West, a distance of 140.15 feet to the south end of a right-of-way corner clip at the intersection of the said north right-of-way line of US Highway 380 and the west right-of-way line of said Marketplace Drive;

South 89°12'09" West, a distance of 282.64 feet to a point for corner;

South 84°43'41" West, a distance of 92.74 feet to a point for corner;

North 89°50'14" West, a distance of 98.13 feet to a point at the beginning of a non-tangent curve to the right with a radius of 219.00 feet, a central angle of 07°39'26", and a chord bearing and distance of North 82°08'27" West, 29.25 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 29.27 feet to a point at the beginning of a reverse curve to the left with a radius of 241.00 feet, a central angle of 12°42'23", and a chord bearing and distance of North 84°39'55" West, 53.34 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 53.45 feet to a point for corner;

South 89°27'36" West, a distance of 237.29 feet to the south end of a right-of-way corner clip at the intersection of the said north right-of-way line of US Highway 380 and the east right-of-way line of said Commerce Street;

South 88°49'08" West, a distance of 110.02 feet to the south end of a right-of-way corner clip at the intersection of the said north right-of-way line of US Highway 380 and the west right-of-way line of said Commerce Street;

THENCE North 46°02'10" East, along said corner clip, a distance of 34.73 feet to the north end of said corner clip;

THENCE North 00°00'00" East, along the said west right-of-way line of Commerce Street, a distance of 600.27 feet to a point for corner;

THENCE North 90°00'00" West, departing said west right-of-way line of Commerce Street, a distance of 390.00 feet to a point for corner;

THENCE North 00°00'00" East, a distance of 327.86 feet to a point for corner;

THENCE South 78°43'00" East, a distance of 98.97 feet to a point for corner;

THENCE South 74°54'09" East, a distance of 150.33 feet to a point for corner;

THENCE South 78°43'00" East, a distance of 61.87 feet to a point at the beginning of a tangent curve to the left with a radius of 905.00 feet, a central angle of 03°59'12", and a chord bearing and distance of South 80°42'36" East, 62.96 feet;

THENCE in an easterly direction, with said tangent curve to the left, an arc distance of 62.97 feet to the north end of a right-of-way corner clip at the intersection of the said west right-of-way line of Commerce Street and the southeast right-of-way line of Gates Parkway (a variable width right-of-way);

THENCE North 88°36'32" East, a distance of 110.02 feet to the north end of a right-of-way corner clip at the intersection of the said east right-of-way line of Commerce Street and the said southeast right-of-way line of Gates Parkway;

THENCE along the said southeast right-of-way line of Gates Parkway, the following 9 calls:

North 90°00'00" East, a distance of 478.46 feet to a point for corner;

South 86°11'09" East, a distance of 150.33 feet to a point for corner;

North 90°00'00" East, a distance of 124.88 feet to a point for corner;

EXHIBIT B / Metes and Bounds

North 79°48'35" East, a distance of 160.20 feet to a point at the beginning of a non-tangent curve to the left with a radius of 695.00 feet, a central angle of 76°48'27", and a chord bearing and distance of North 38°24'14" East, 863.47 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 931.68 feet to a point for corner;

North 00°00'00" East, a distance of 67.89 feet to a point at the beginning of a tangent curve to the left with a radius of 546.00 feet, a central angle of 06°58'57", and a chord bearing and distance of North 03°29'29" West, 66.50 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 66.54 feet to a point for corner;

North 06°58'57" West, a distance of 35.50 feet to a point at the beginning of a tangent curve to the right with a radius of 83.00 feet, a central angle of 35°41'21", and a chord bearing and distance of North 10°51'43" East, 50.87 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 51.70 feet to the south end of a right-of-way corner clip at the intersection of the said southeast right-of-way line of Gates Parkway;

THENCE North 28°42'24" East, along said corner clip, a distance of 36.82 feet to the north end of said corner clip for the beginning of a tangent curve to the right with a radius of 38.00 feet, a central angle of 39°59'13", and a chord bearing and distance of North 48°42'00" East, 25.99 feet;

THENCE along the said south right-of-way line of Richland Boulevard, the following 7 calls:

In a northeasterly direction, with said tangent curve to the right, an arc distance of 26.52 feet to a point at the beginning of a compound curve to the right with a radius of 338.00 feet, a central angle of 21°18'24", and a chord bearing and distance of North 79°20'48" East, 124.97 feet;

In an easterly direction, with said compound curve to the right, an arc distance of 125.69 feet to a point for corner;

North 90°00'00" East, a distance of 494.22 feet to a point at the beginning of a tangent curve to the right with a radius of 805.00 feet, a central angle of 19°58'04", and a chord bearing and distance of South 80°00'58" East, 279.13 feet;

In an easterly direction, with said tangent curve to the right, an arc distance of 280.54 feet to a point for corner;

South 60°51'32" East, a distance of 150.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 795.00 feet, a central angle of 03°27'25", and a chord bearing and distance of South 57°34'08" East, 47.96 feet;

In a southeasterly direction, with said non-tangent curve to the right, an arc distance of 47.97 feet to a point for corner;

South 55°50'25" East, a distance of 77.03 feet to a corner clip at the intersection of the said south right-of-way line of Richland Boulevard and the said west right-of-way line of South Preston Road;

THENCE South 10°12'17" East, along said corner clip, a distance of 21.16 feet to the south end of said corner clip;

THENCE along the said west right-of-way line of South Preston Road, the following 17 calls:

South 33°38'35" West, a distance of 51.08 feet to a point for corner;

South 30°46'46" West, a distance of 100.13 feet to a point for corner;

South 35°32'53" West, a distance of 85.20 feet to a point for corner;

South 33°56'57" West, a distance of 199.89 feet to a point for corner;

South 37°09'28" West, a distance of 400.78 feet to a point for corner;

South 44°07'24" West, a distance of 130.41 feet to a point for corner;

South 34°13'32" West, a distance of 142.25 feet to a point at the beginning of a non-tangent curve to the left with a radius of 3,047.28 feet, a central angle of 01°15'22", and a chord bearing and distance of South 33°25'19" West, 66.80 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 66.80 feet to a point at the beginning of a non-tangent curve to the left with a radius of 2,892.63 feet, a central angle of 01°54'21", and a chord bearing and distance of South 31°53'39" West, 96.22 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 96.22 feet to a point for corner;

South 31°43'12" West, a distance of 73.75 feet to a point for corner;

South 27°30'47" West, a distance of 77.86 feet to a point for corner;

South 28°24'42" West, a distance of 35.55 feet to a point for corner;

South 27°15'28" West, a distance of 40.66 feet to a point for corner;

South 27°12'09" West, a distance of 28.98 feet to a point for corner;

South 29°00'05" West, a distance of 41.07 feet to a point for corner;

North 60°59'55" West, a distance of 17.24 feet to a point for corner;

South 46°03'36" West, a distance of 504.44 feet to the **POINT OF BEGINNING** and containing 2,703,922 square feet or 62.0735 acres of land, more or less.

EXHIBIT C-1 / Elevations - Sign Details

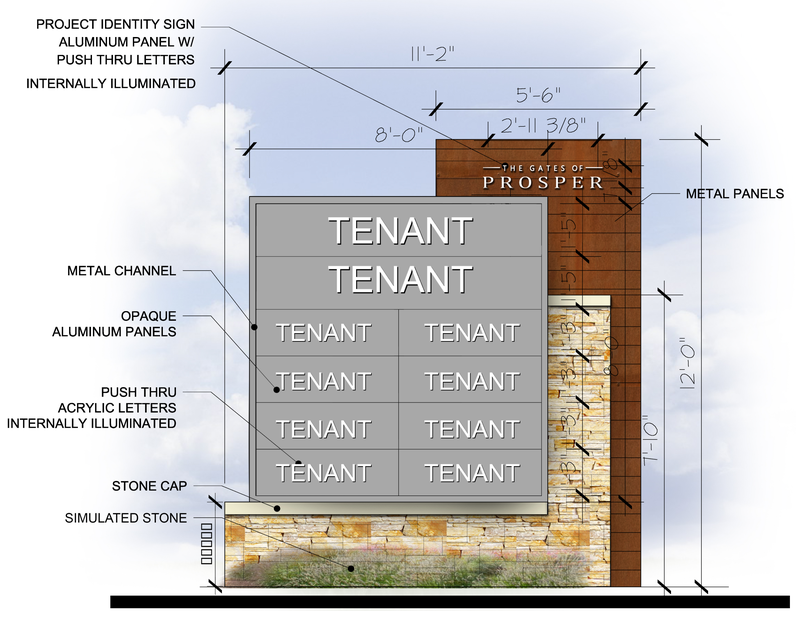
TYPE A - UNIFIED DEVELOPMENT MONUMENT SIGN - 12’-0”
PROVIDED **9 SIGNS**

Per code:
1. *15’ minimum setback required.*
2. *24” minimum base required.*
3. *1’ masonry with mortar border around all sides required.*

Deviation from code:
1. *Sign design does not meet 1’ masonry with mortar border around all sides.*

Per MD20-0001:
1. *Signs 22, 26, and 36 are seeking approval.*

Ord. 2023-32:PREVIOUSLY APPROVED



12’ UNIFIED DEVELOPMENT
MONUMENT SIGN - 120 SF MAX

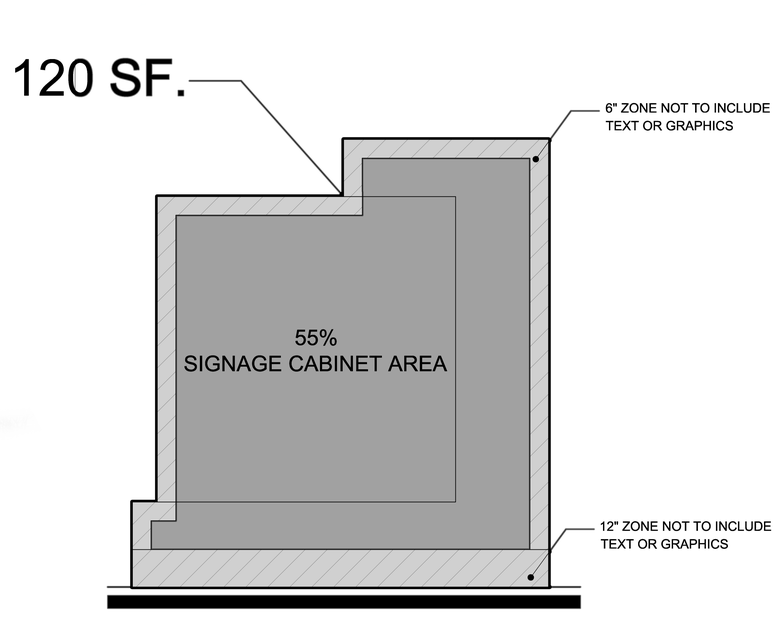


EXHIBIT C-2 / Elevations - Sign Details

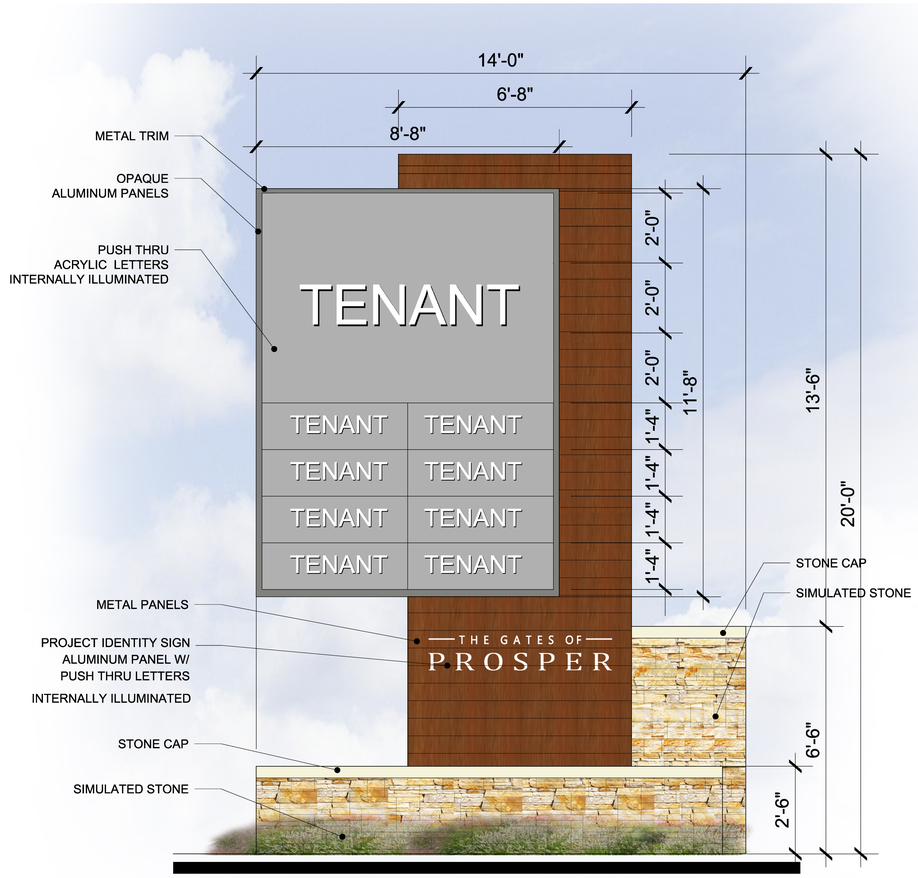
TYPE B - UNIFIED DEVELOPMENT MONUMENT SIGN - 20’-0”
PROVIDED **1 SIGNS**

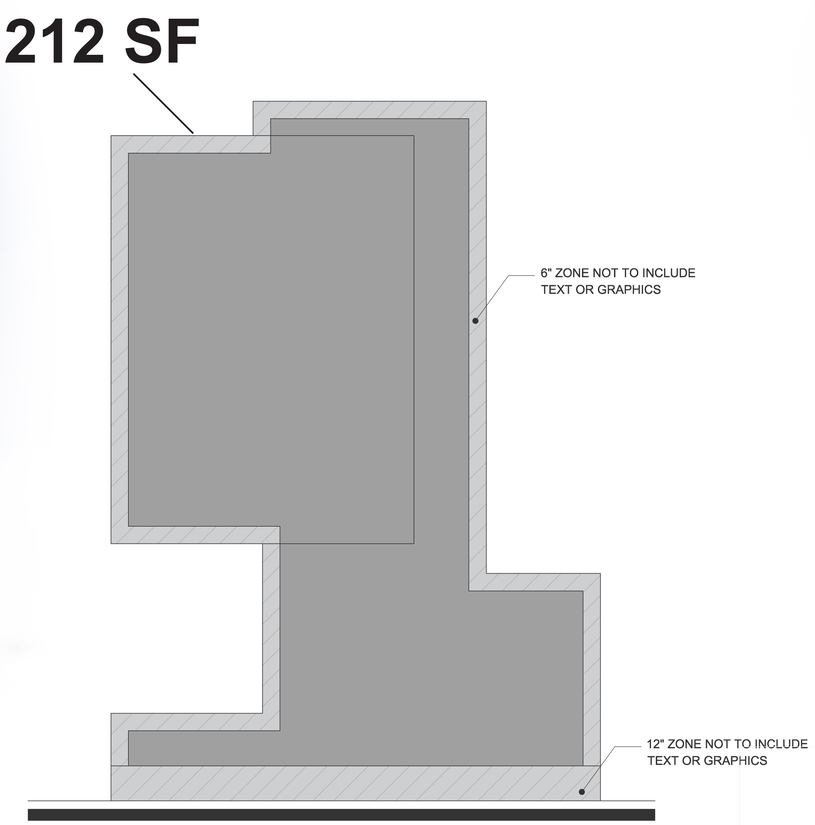
Per code:
1. *15’ minimum setback required.*
2. *24” minimum base required.*
3. *1’ masonry with mortar border around all sides required.*

Deviation from code:
1. *Sign design does not meet 1’ masonry with mortar border around all sides.*
2. *Sign exceeds 240 SF maximum allowed per ordinance.*

Ord. 2023-32:PREVIOUSLY APPROVED

EXISTING SIGN ON HW 380





20’ UNIFIED DEVELOPMENT
MONUMENT SIGN - 120 SF MAX

EXHIBIT C-3 / Elevations - Sign Details

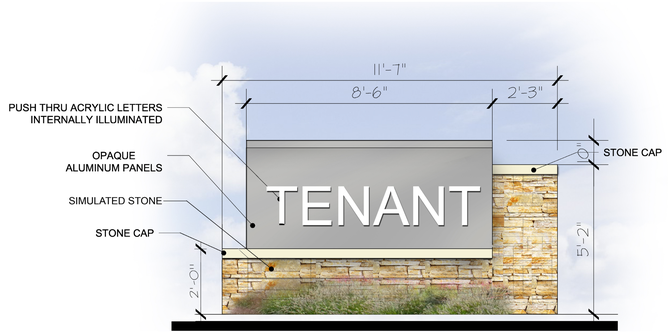
TYPE C - MONUMENT SIGN
PROVIDED **25 SIGNS**

Per code:
1. *15' minimum setback required.*
2. *24" minimum base required.*
3. *1' masonry with mortar border around all sides required.*

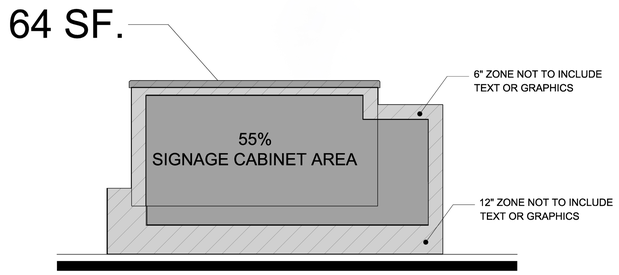
Deviation from code:
1. *Sign design does not meet 1' masonry with mortar border around all sides.*
2. *Sign exceeds 64 SF maximum allowed per ordinance.*

Per MD20-0001:
1. *Signs 18, 19, 21, 23, 24, 25, 27, 28, 30, 31, 32, 33, 34, 35, and 37 are seeking approval.*

Ord. 2023-32:PREVIOUSLY APPROVED

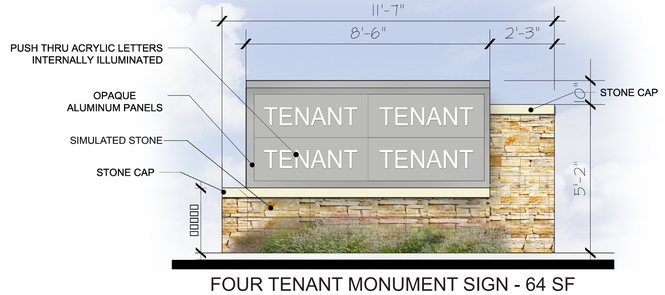


SINGLE TENANT MONUMENT SIGN - 64 SF



TYPICAL FOR ALL MONUMENT SIGNS - 64 SF

TWO TENANT MONUMENT SIGN - 64 SF

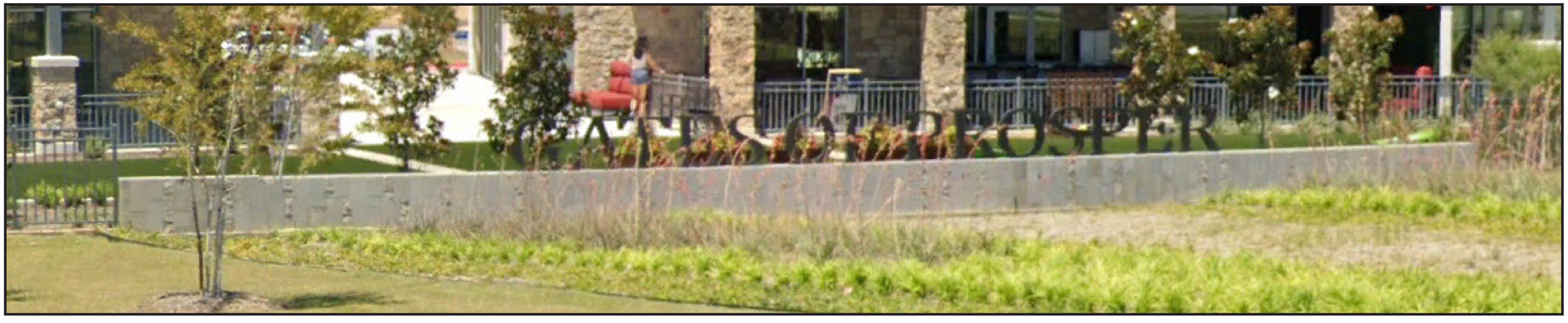


FOUR TENANT MONUMENT SIGN - 64 SF

EXHIBIT C-4 / Elevations - Sign Details

TYPE D - DEVELOPMENT IDENTITY “GATES OF PROSPER” SIGN - 5’-0”
PROVIDED **2 SIGNS** Ord. 2023-32:PREVIOUSLY APPROVED

SIGN 20 - EXISTING



SIGN 20 - EXISTING

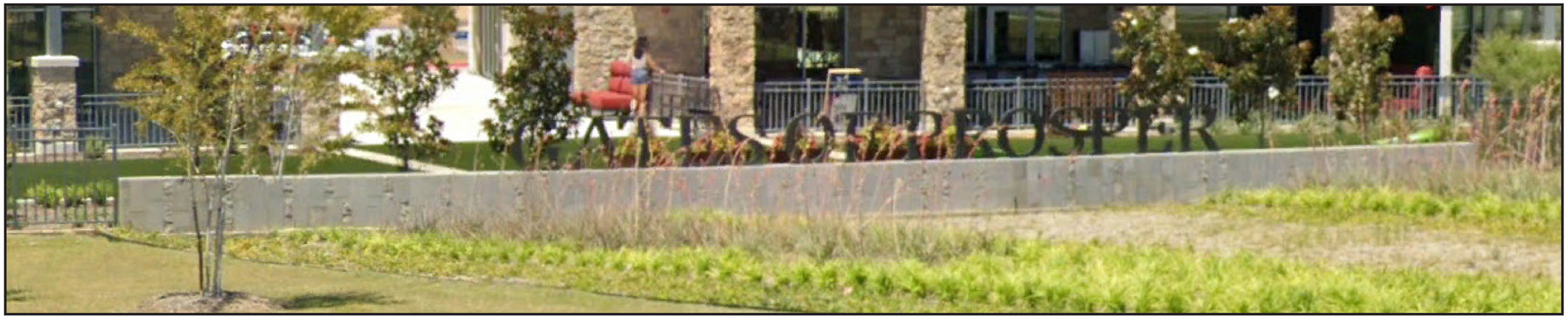
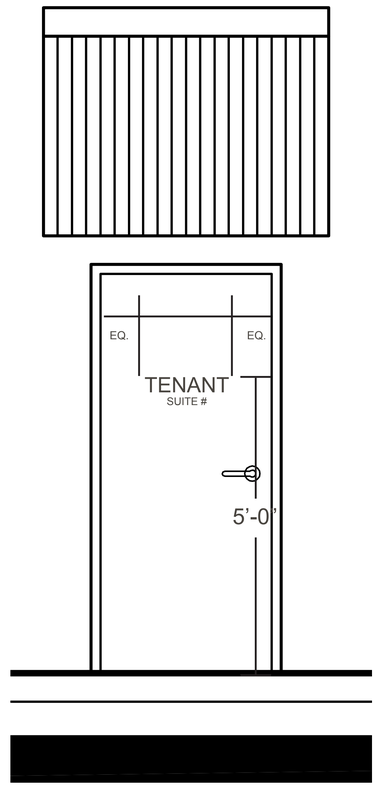
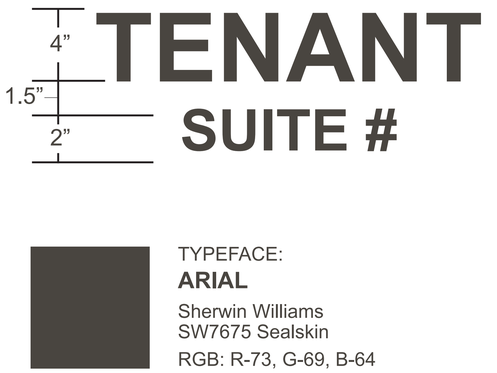


EXHIBIT C-5 / Elevations - Sign Details

Per code, no deviations. No permit required for this type of sign.
For reference only.



TYPICAL REAR ENTRY SIGN - N.T.S.



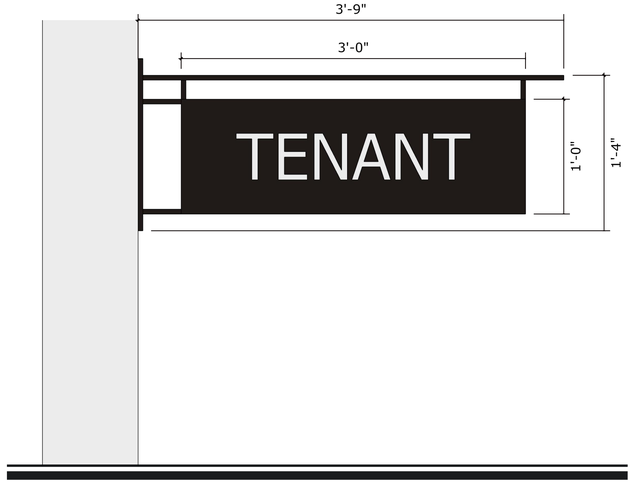
TYPICAL REAR ENTRY LETTER DETAIL - N.T.S.

EXHIBIT C-5.1 / Elevations - Sign Details

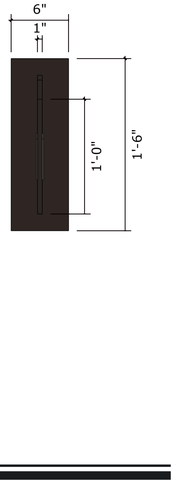
TYPICAL BLADE SIGN

Per code, no deviations. No permit required for this type of sign.
For reference only.

Per code:
1. *Maximum total sign area of 3 SF.*
2. *Maximum sign height of 18”.*
3. *Minimum clearance of 9’ above sidewalk or walkway.*
4. *Shall be located in the visual path of pedestrians under covered walkways.*
5. *Maximum of 1 blade sign per tenant per elevation.*
6. *The upper edge of a blade sign shall not extend vertically above the eave line of a structure.*
7. *All lighting shall comply with the currently adopted National Electrical code.*
   Any electrical work that requires an addition or extension of circuits shall require a separate permit.
8. *Shall be supported from the top edge of the sign in an approved manner.*

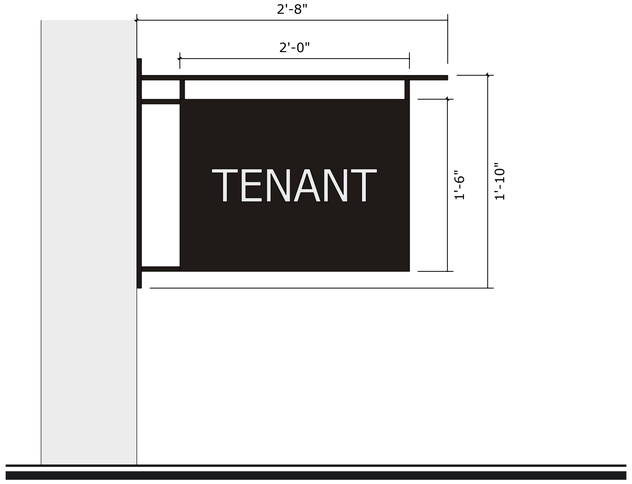


12” BLADE SIGN - TYPICAL FRONT
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY
SIGN TO BE DOUBLE SIDED

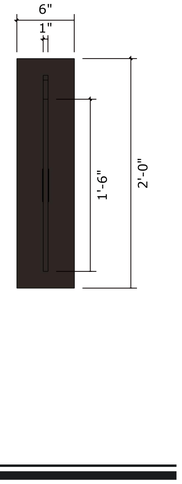


TYPICAL SIDE

12” BLADE SIGN - 3 SF MAX
9’ CLEARANCE MINIMUM



18” BLADE SIGN - TYPICAL FRONT
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY
SIGN TO BE DOUBLE SIDED

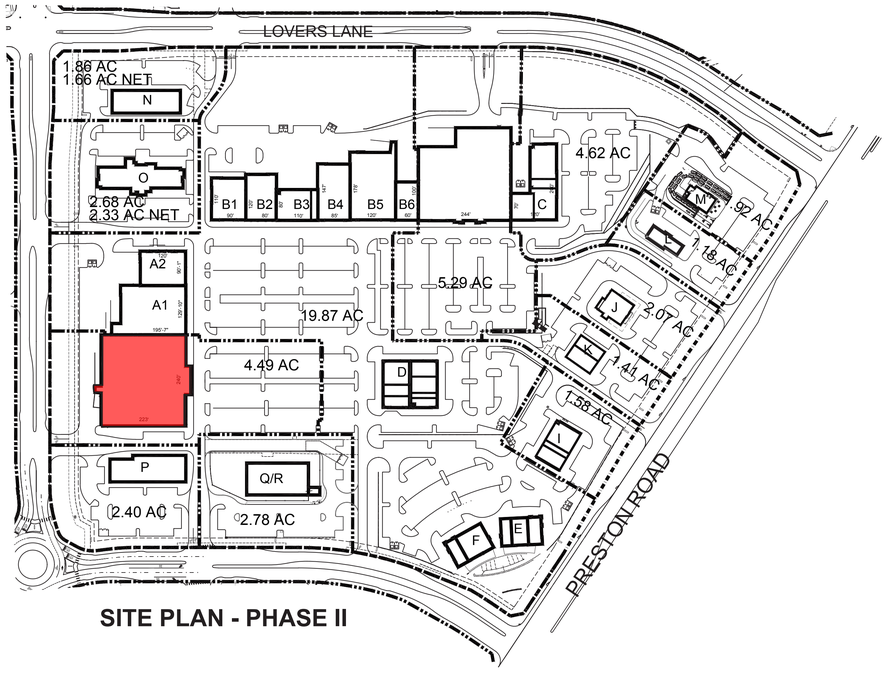


TYPICAL SIDE

18” BLADE SIGN - 3 SF MAX
9’ CLEARANCE MINIMUM

EXHIBIT C-6 / Elevations - Sign Details

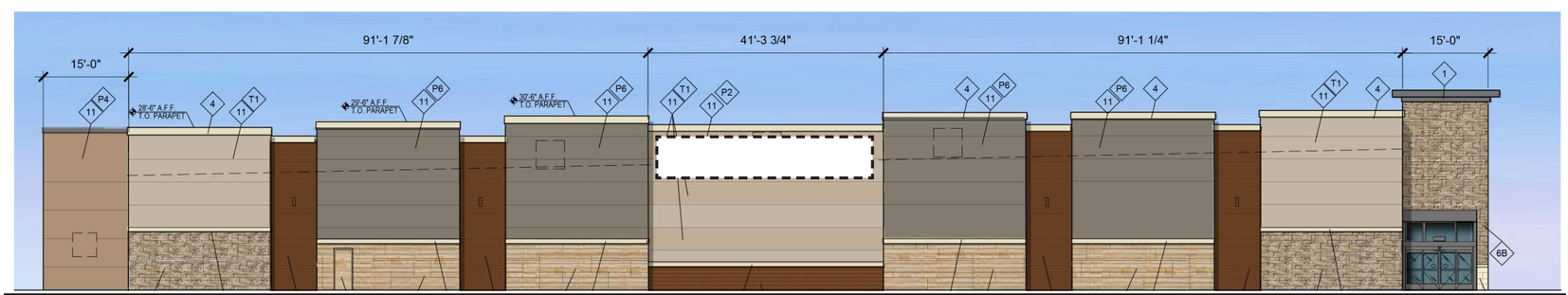
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

BUILDING A - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

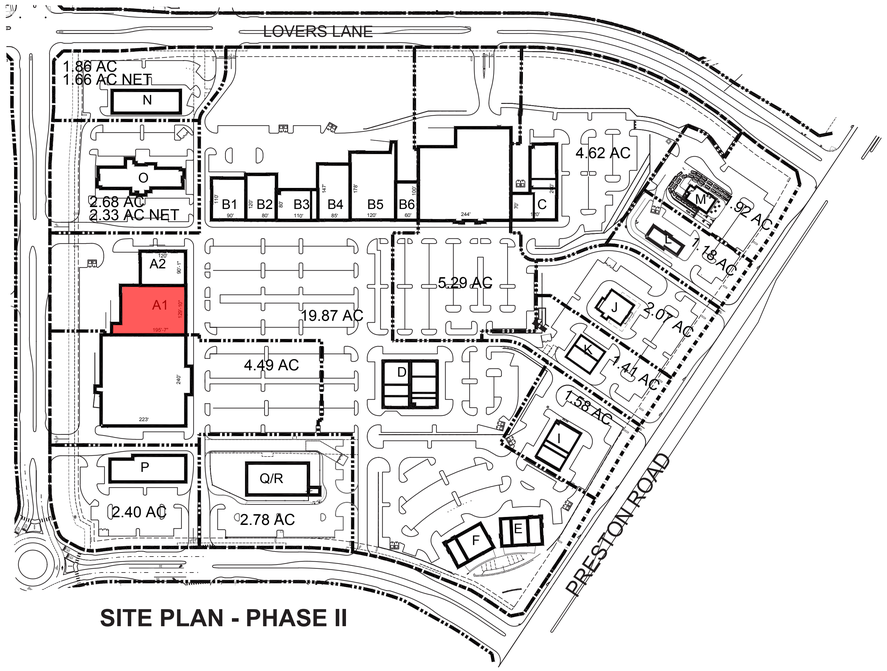


BUILDING A - SOUTH ELEVATION

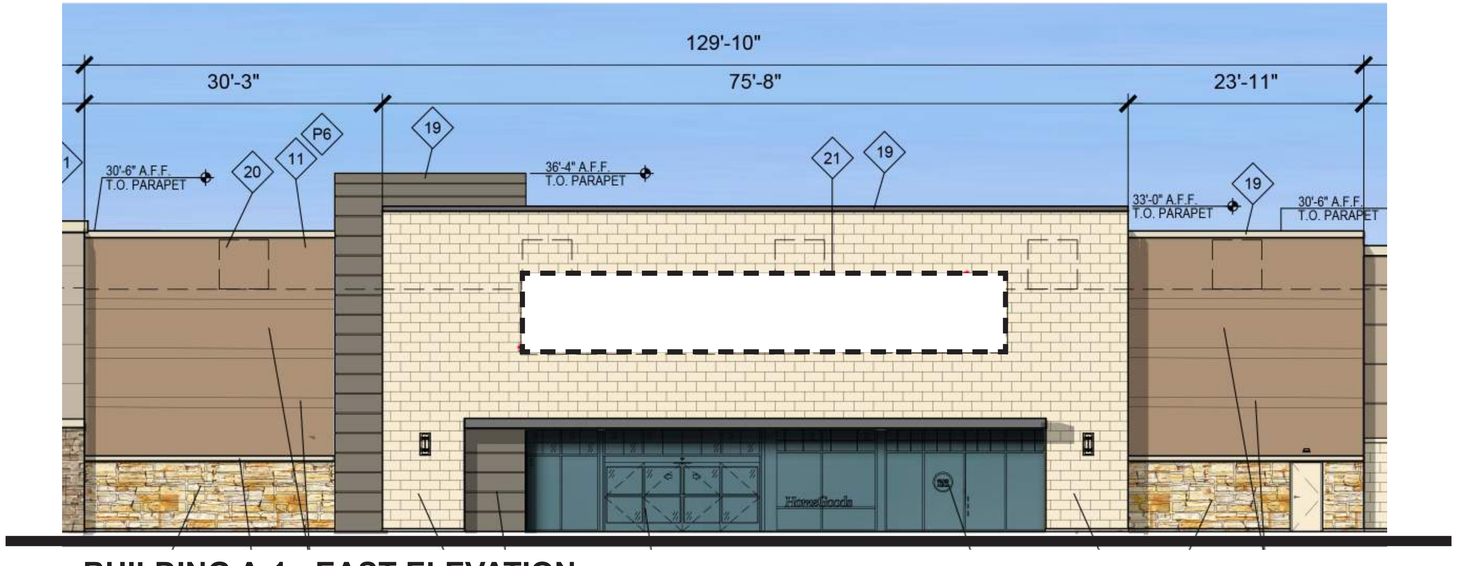
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-7 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

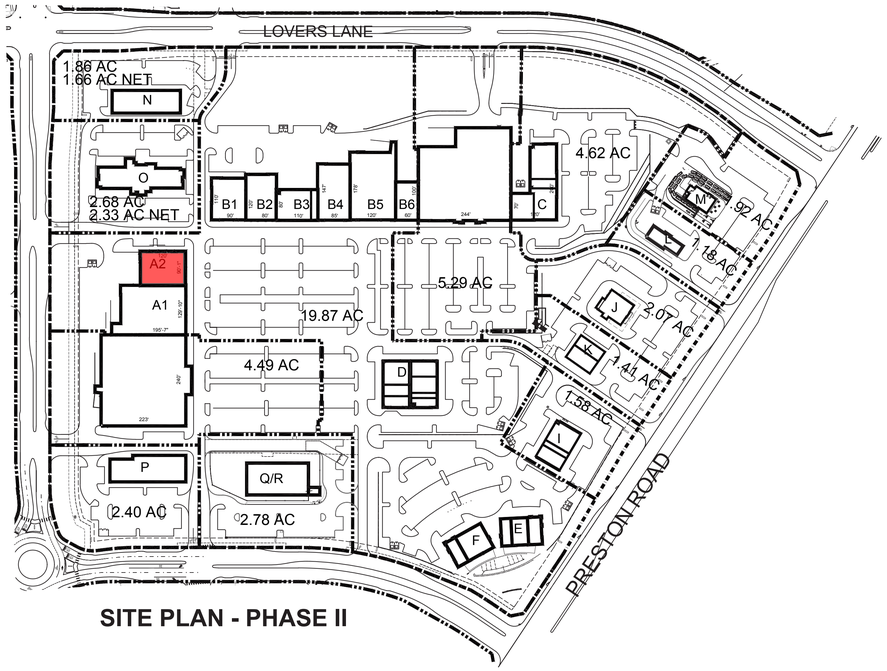


BUILDING A-1 - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-8 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



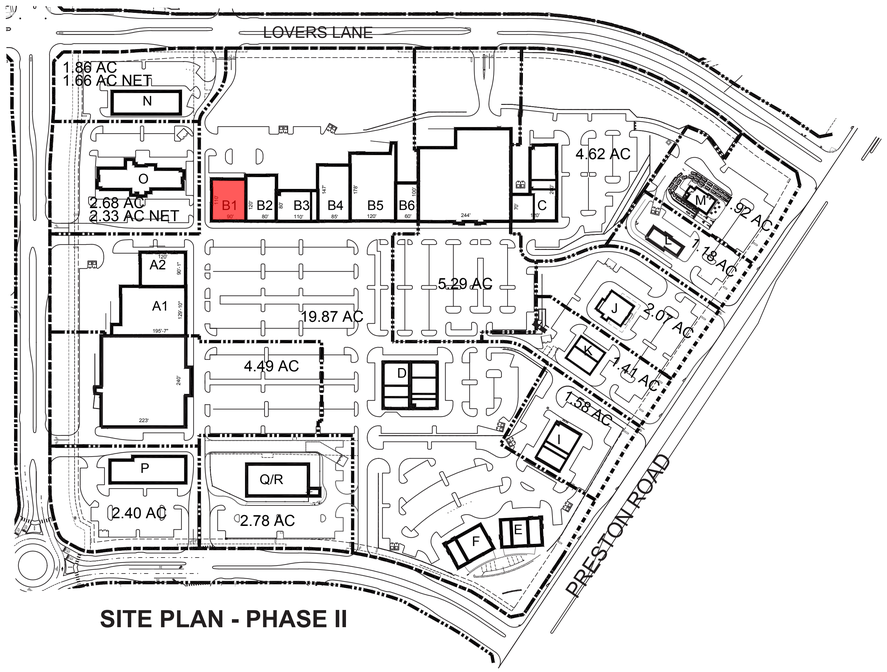
SITE PLAN - PHASE II

BUILDING A-2 - EAST ELEVATION

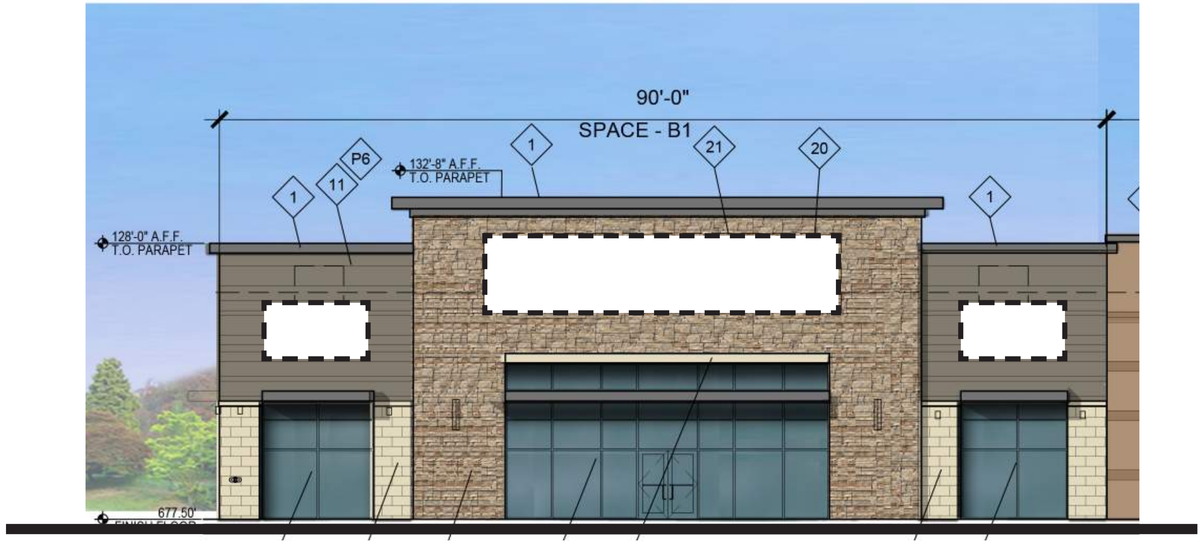
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-9 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

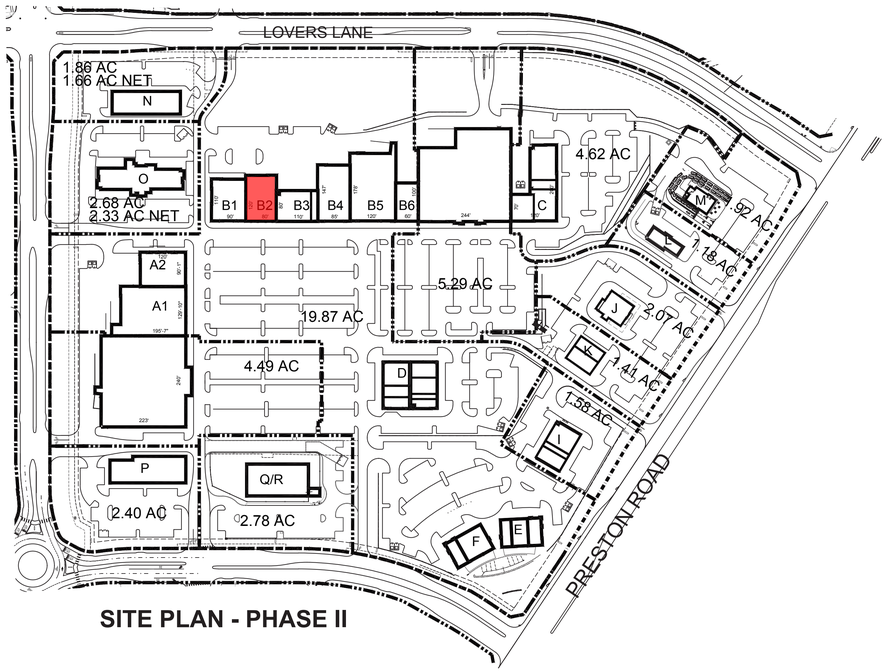


BUILDING B-1 - SOUTH ELEVATION

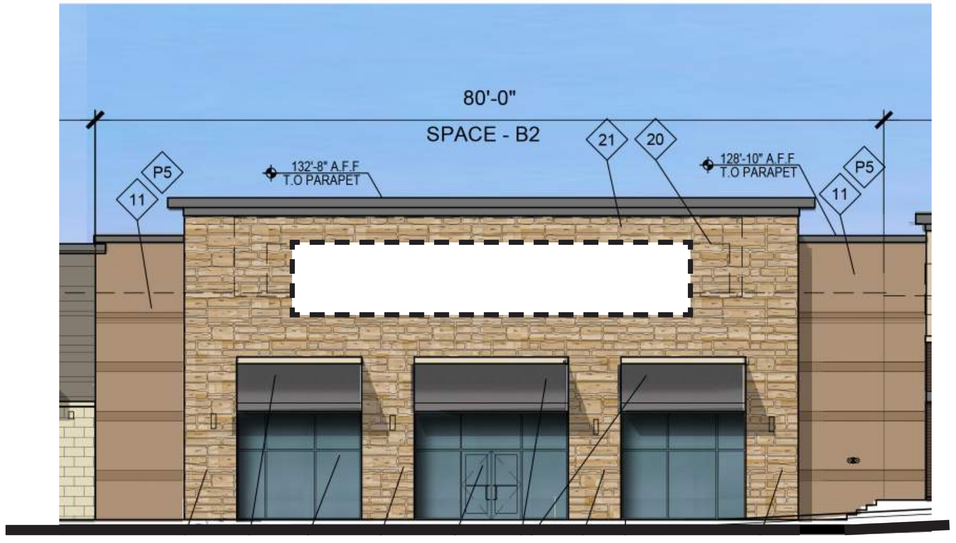
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-10 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

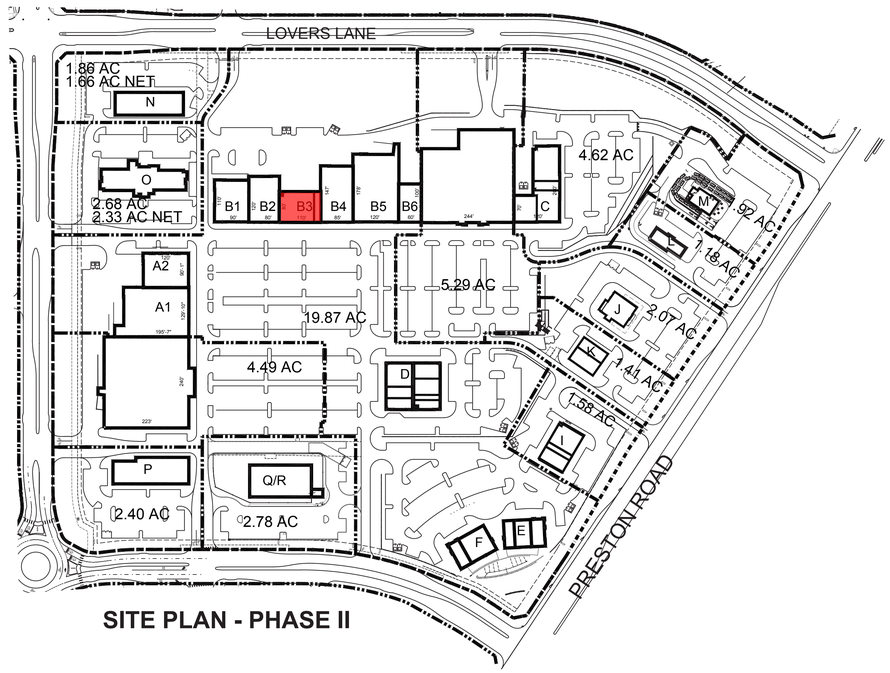


BUILDING B-2 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-11 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



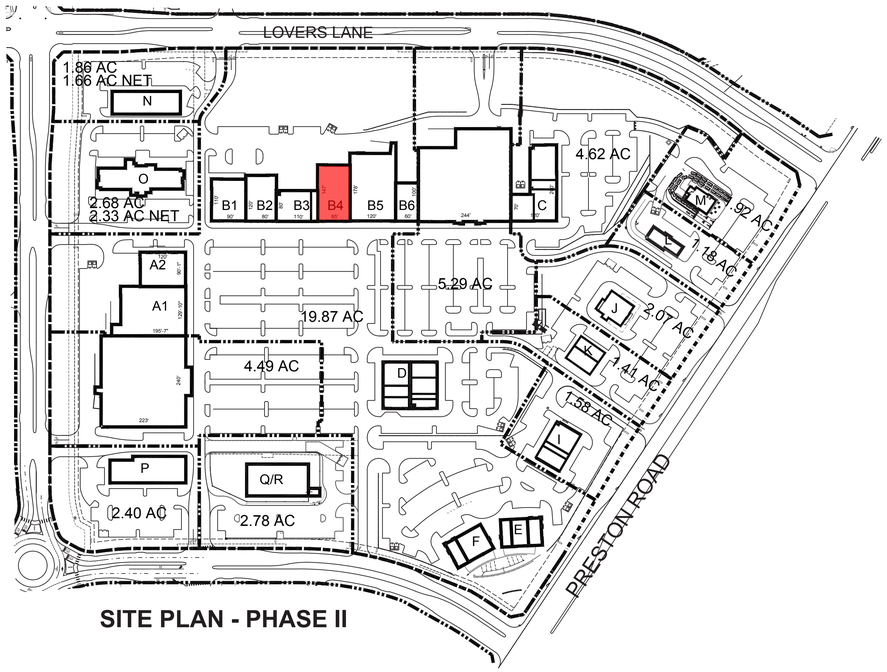
SITE PLAN - PHASE II

BUILDING B-3 - SOUTH ELEVATION

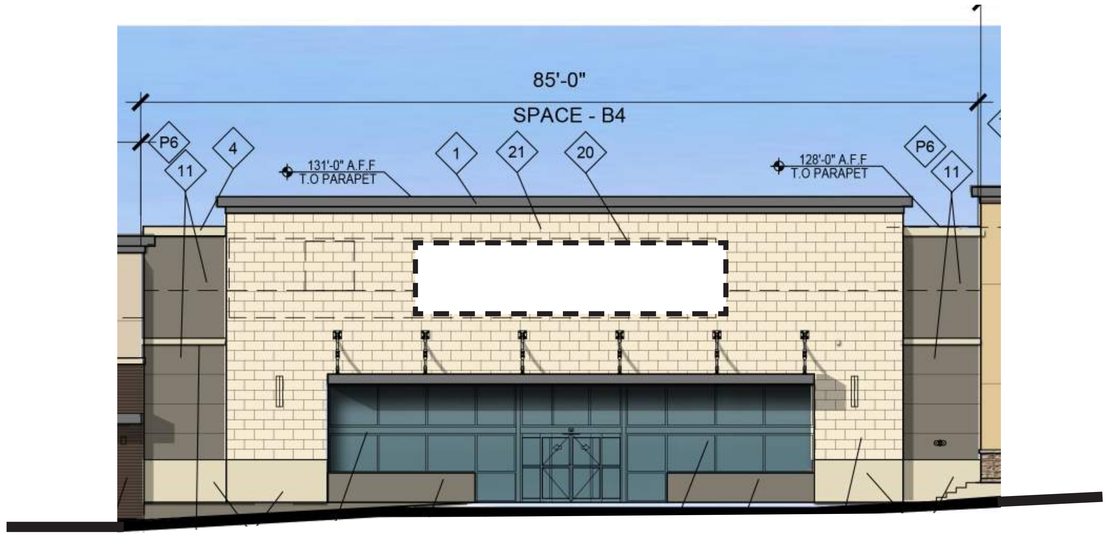
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-12 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

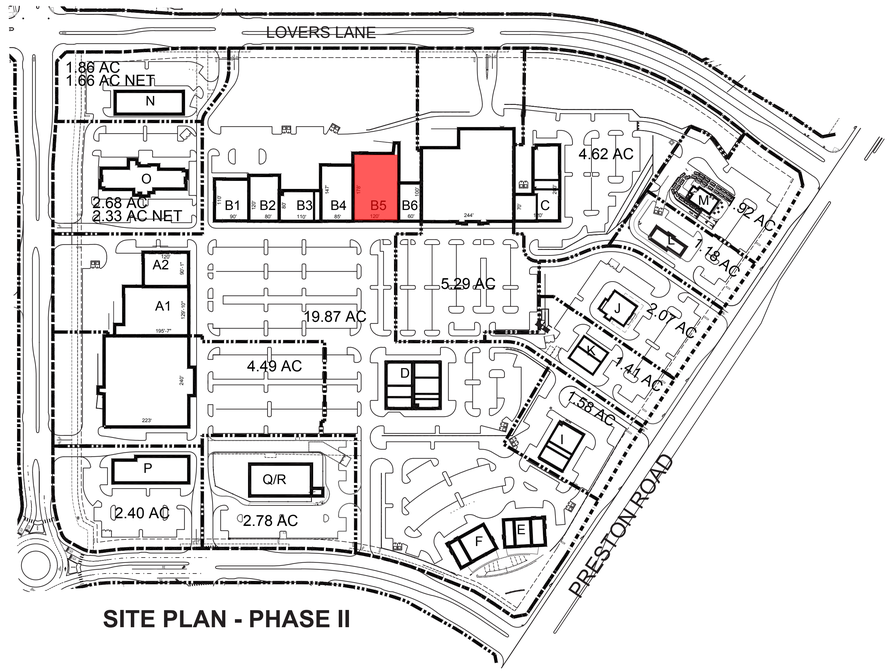


BUILDING B-4 - SOUTH ELEVATION

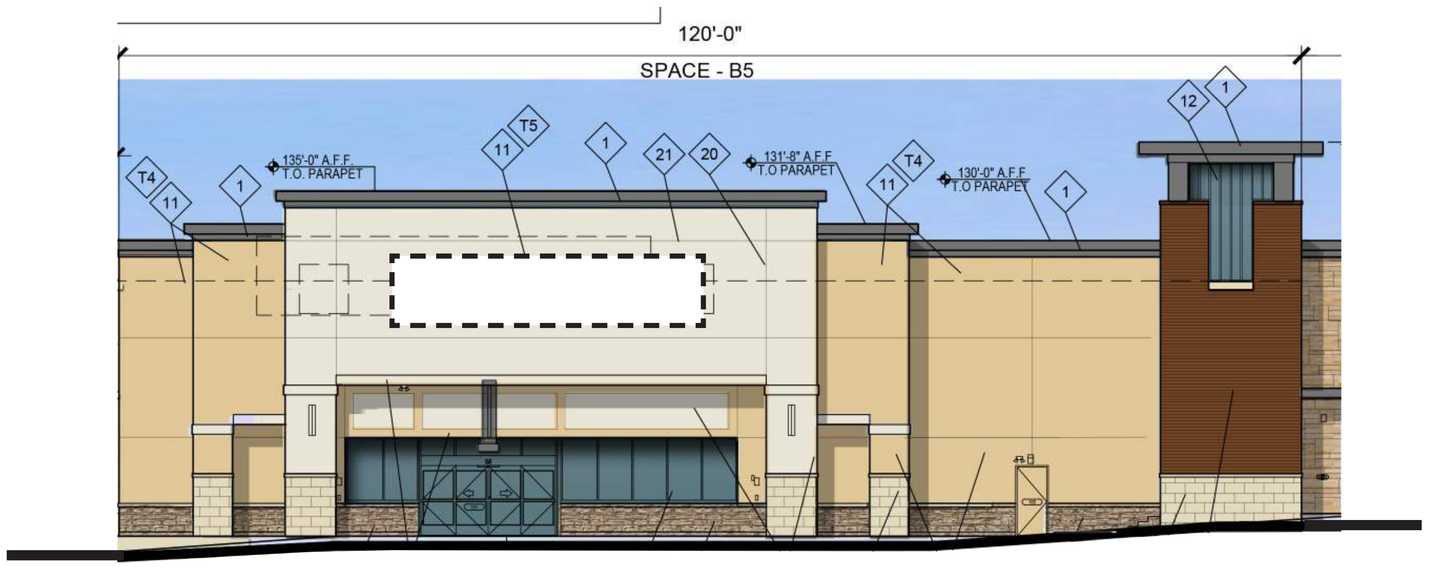
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-13 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

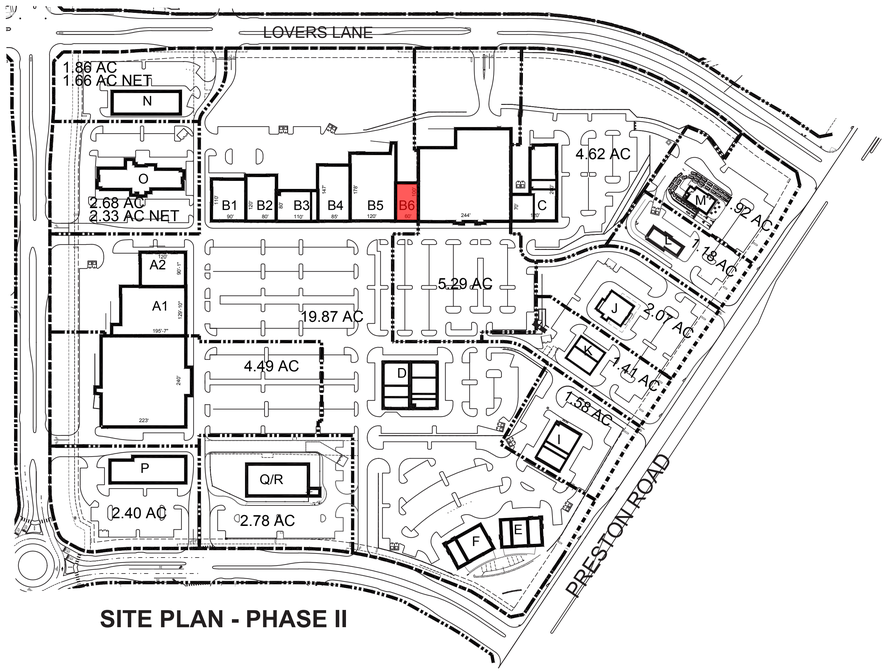


BUILDING B-5 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-14 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



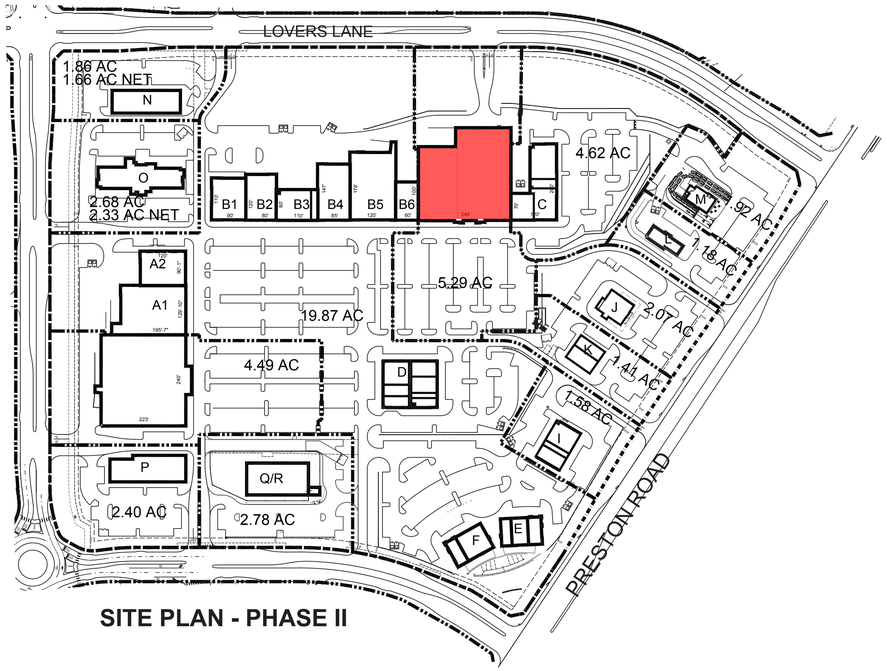
SITE PLAN - PHASE II

BUILDING B-6 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-15 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



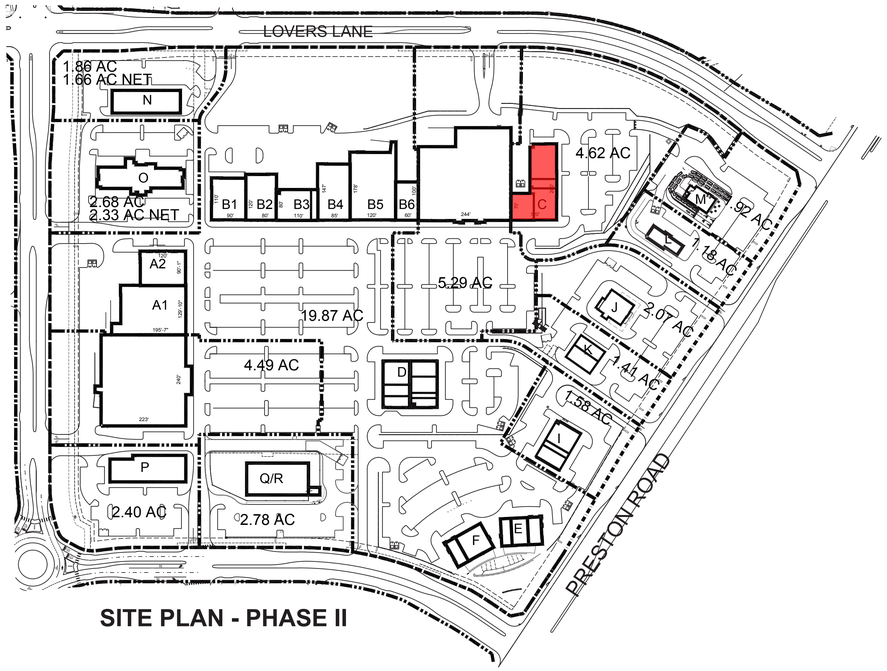
SITE PLAN - PHASE II

BUILDING C-1 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-16 / Elevations - Sign Details

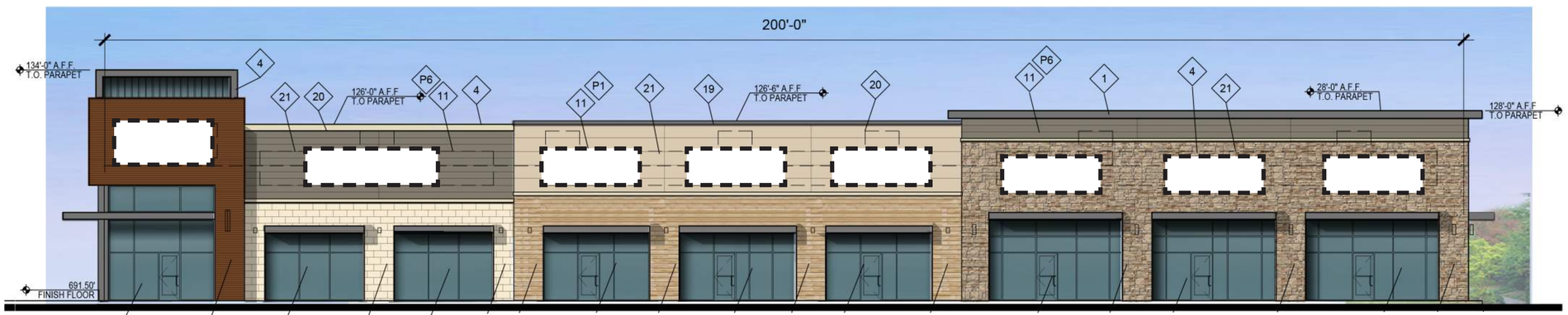
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

BUILDING C-2 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

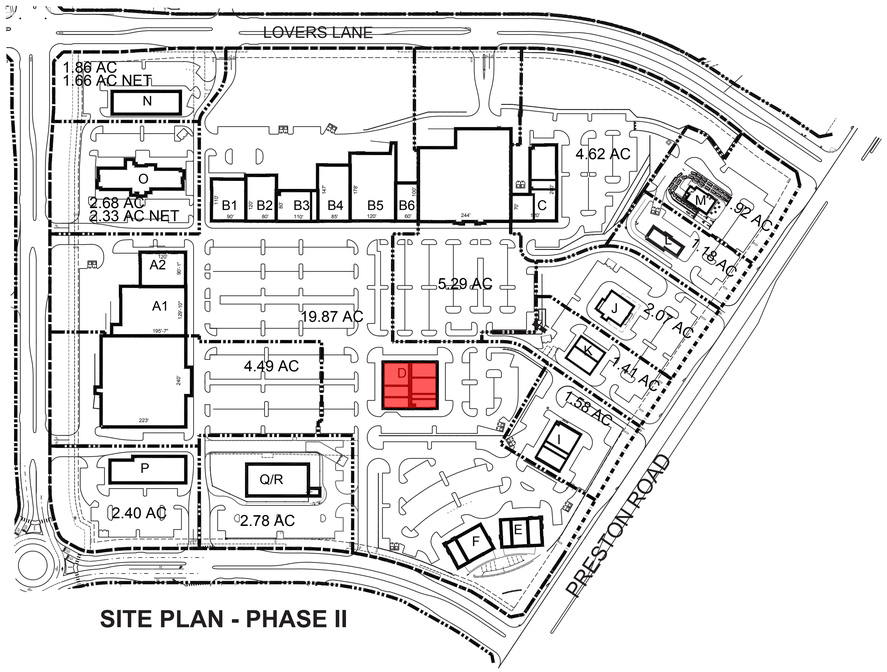


BUILDING C-2 - EAST ELEVATION

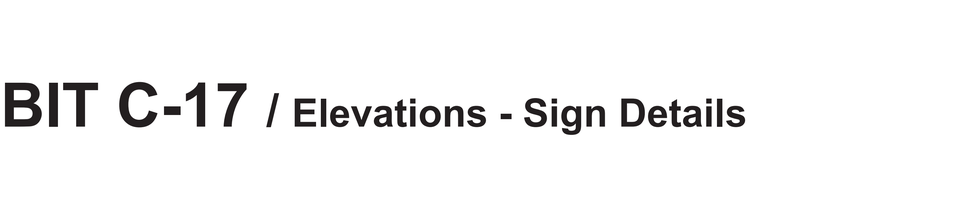
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-17 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

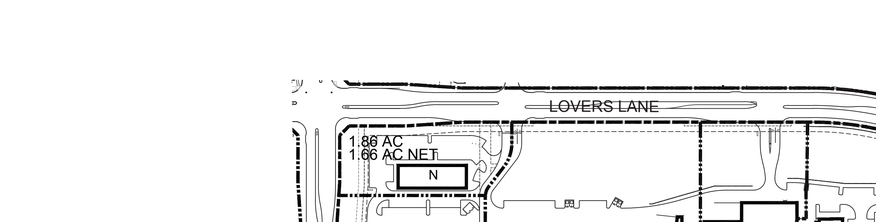


SITE PLAN - PHASE II



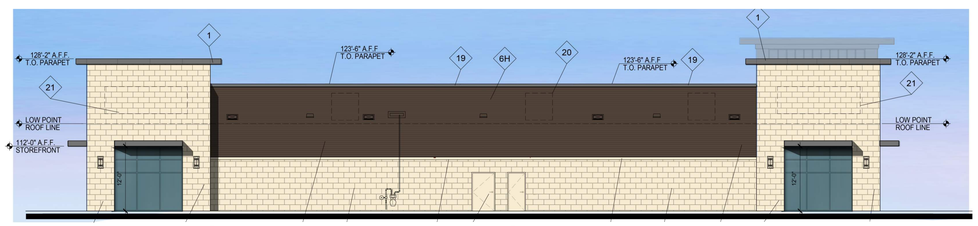
BUILDING D - FRONT ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



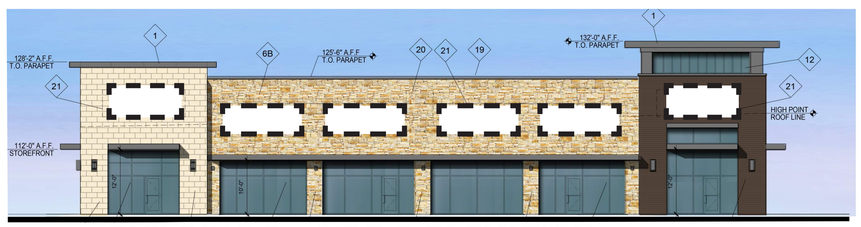
BUILDING D - SIDE A ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING D - REAR ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING D - SIDE B ELEVATION

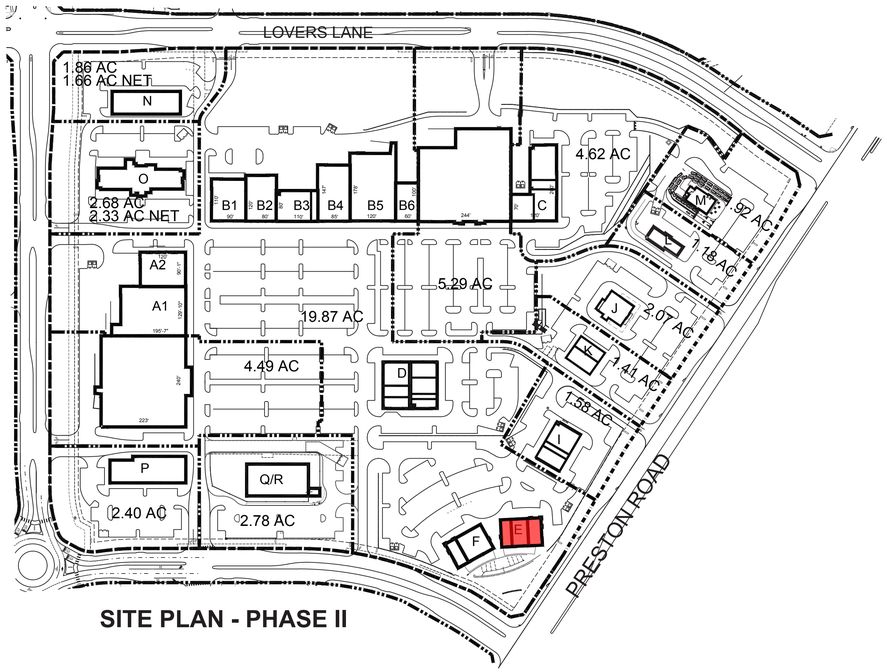
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-18 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

AMENDMENT - PROPOSED DEVIATIONS:

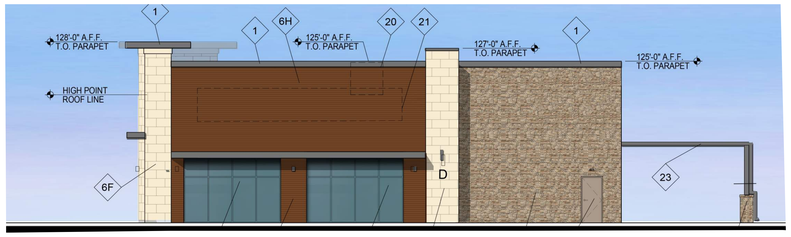
- BUILDING SHOWS SIGNS ON THREE FACADES.



SITE PLAN - PHASE II

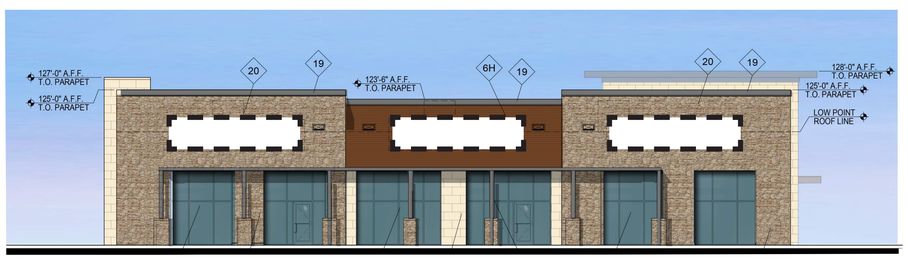
BUILDING E - FRONT ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



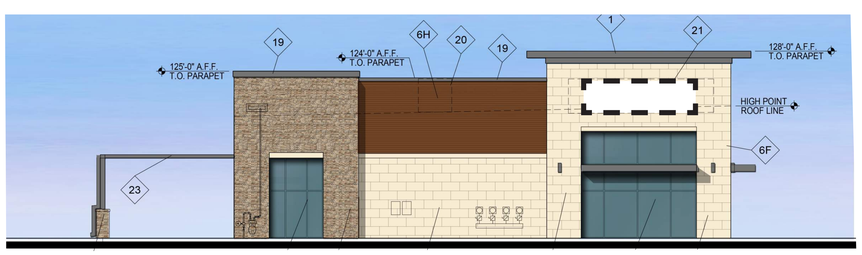
BUILDING E - SIDE A ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING E - REAR ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING E - SIDE B ELEVATION

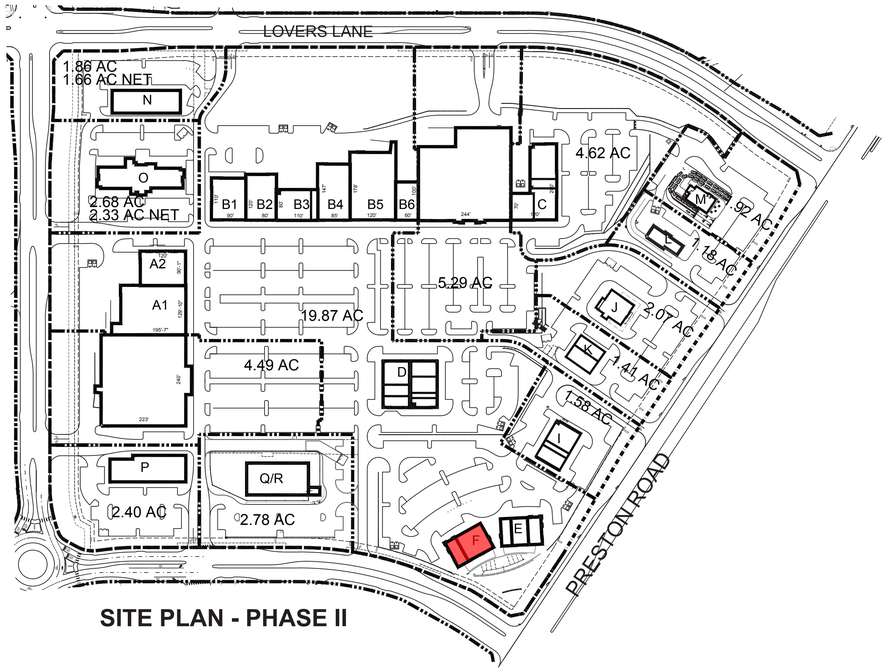
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-19 / Elevations - Sign Details

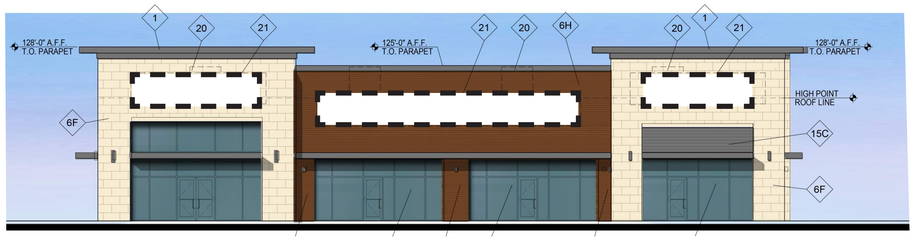
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

AMENDMENT - PROPOSED DEVIATIONS:

- BUILDING SHOWS SIGNS ON THREE FACADES.

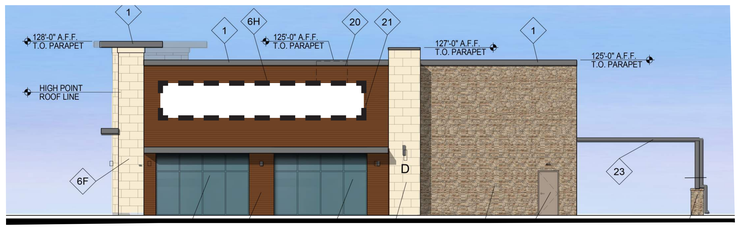


SITE PLAN - PHASE II



BUILDING F - FRONT ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

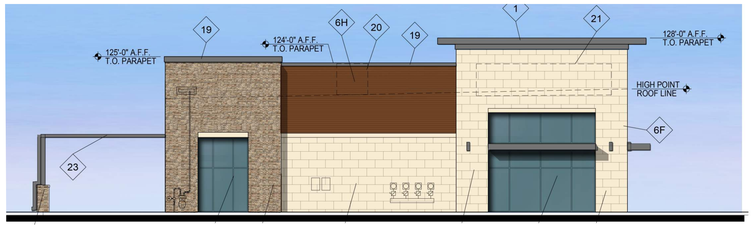


BUILDING F - SIDE A ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

BUILDING F - REAR ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

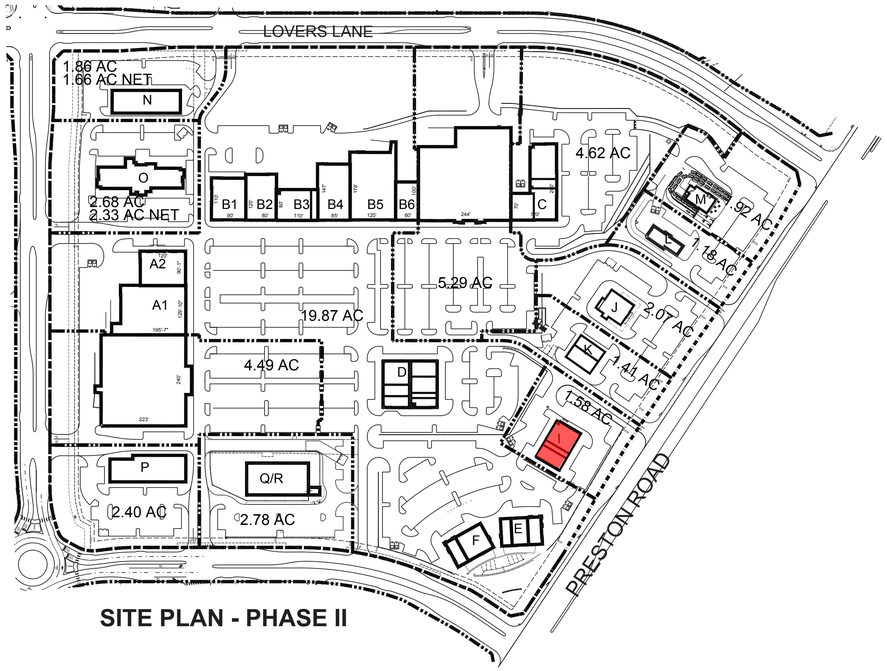


BUILDING F - SIDE B ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-20 / Elevations - Sign Details

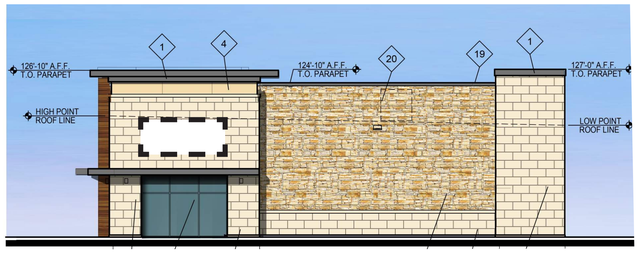
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

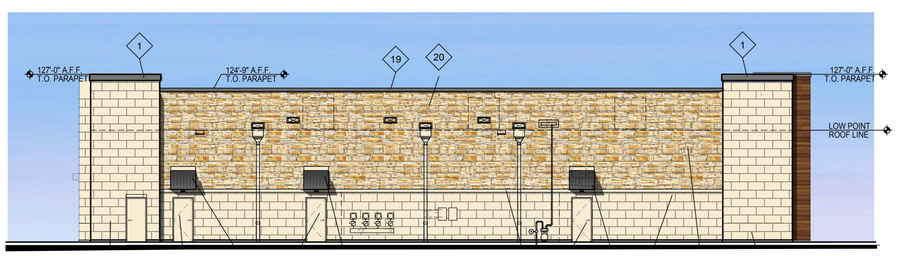
BUILDING I - FRONT ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



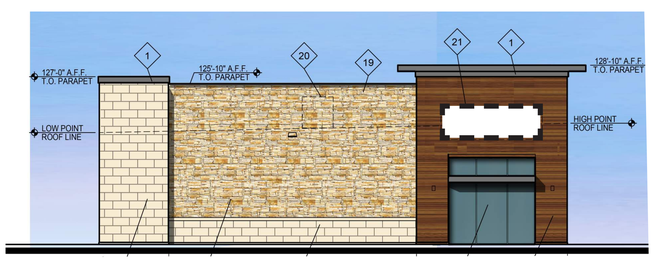
BUILDING I - SIDE A ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING I - REAR ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

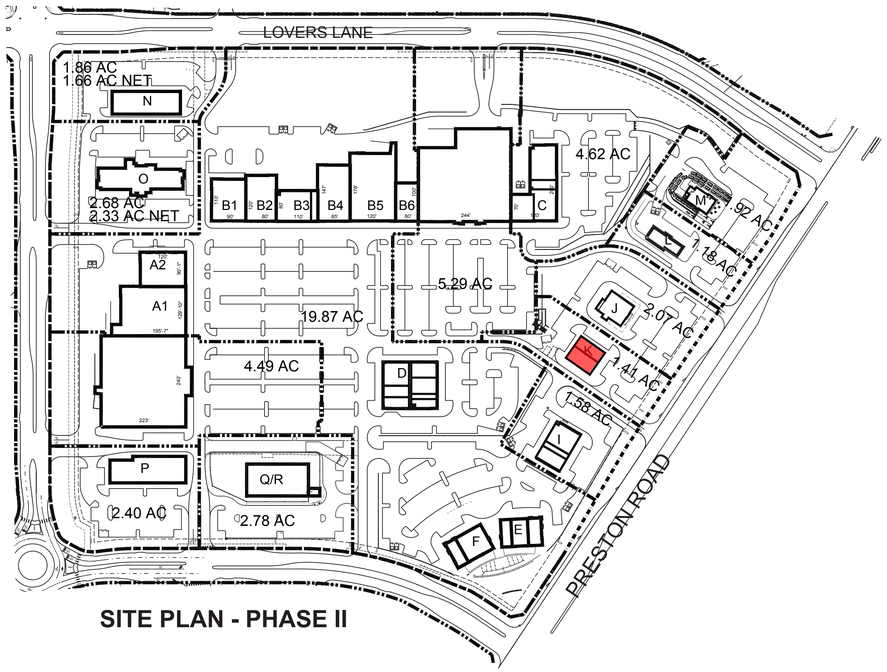


BUILDING I - SIDE B ELEVATION

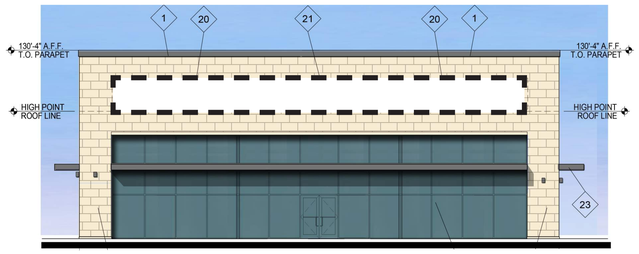
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-21 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

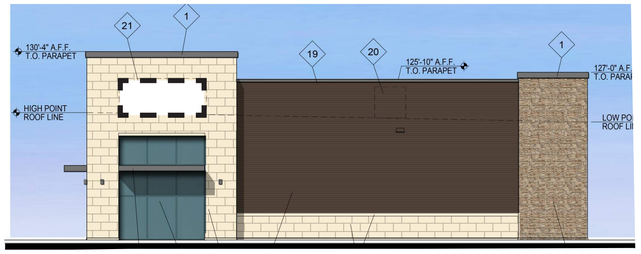


SITE PLAN - PHASE II



BUILDING K - FRONT ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

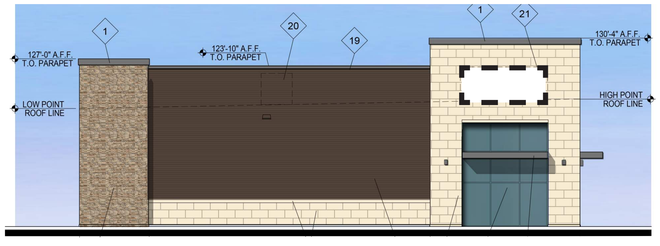


BUILDING K - SIDE A ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

BUILDING K - REAR ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING K - SIDE B ELEVATION

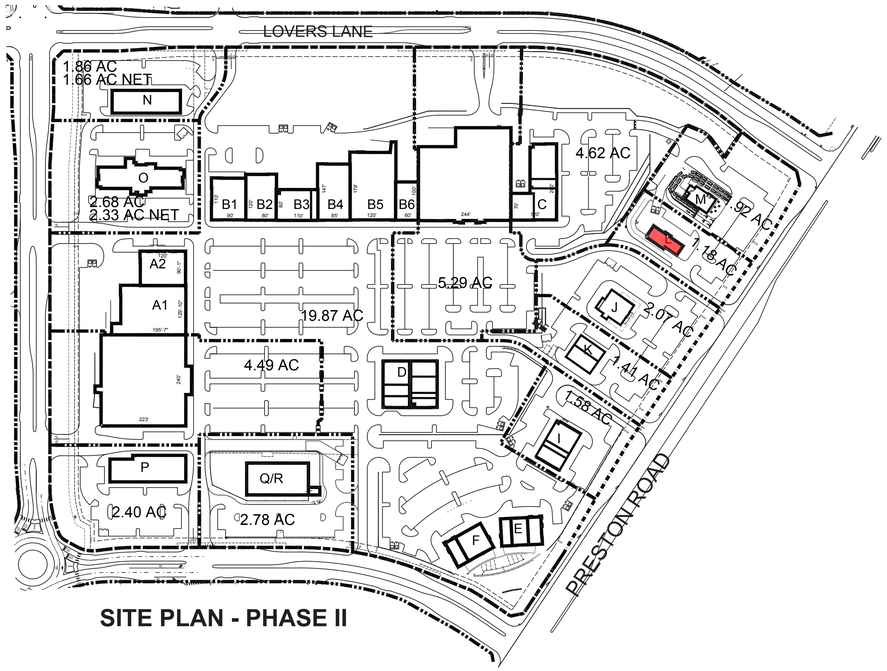
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-22 / Elevations - Sign Details

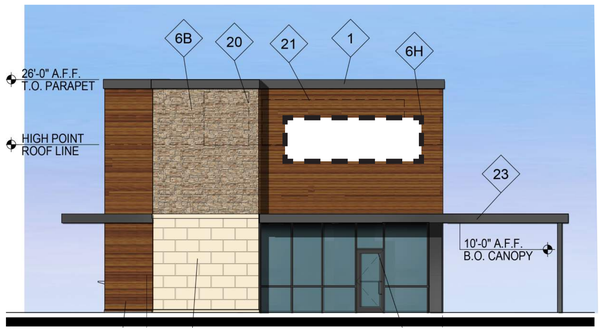
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

AMENDMENT - PROPOSED DEVIATIONS:

- BUILDING SHOWS SIGNS ON THREE FACADES.



SITE PLAN - PHASE II

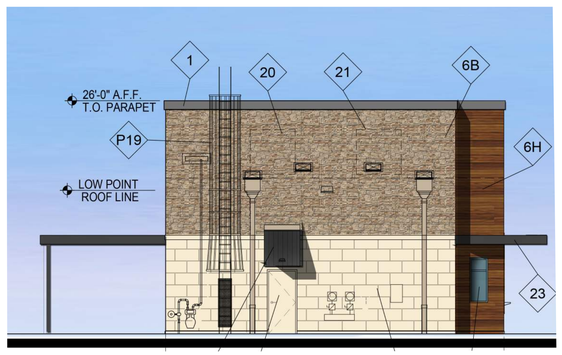


BUILDING L - FRONT ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

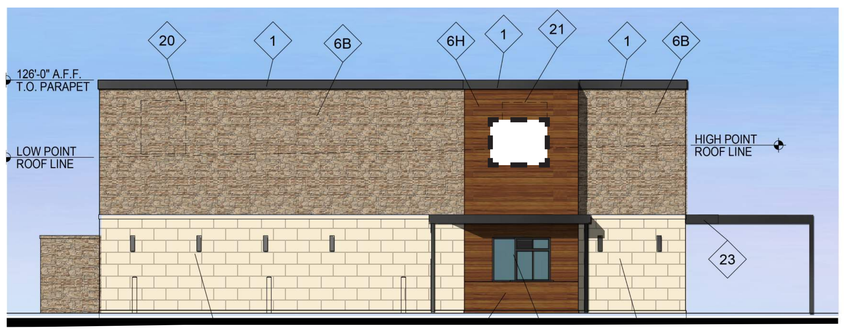
BUILDING L - SIDE A ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING L - REAR ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

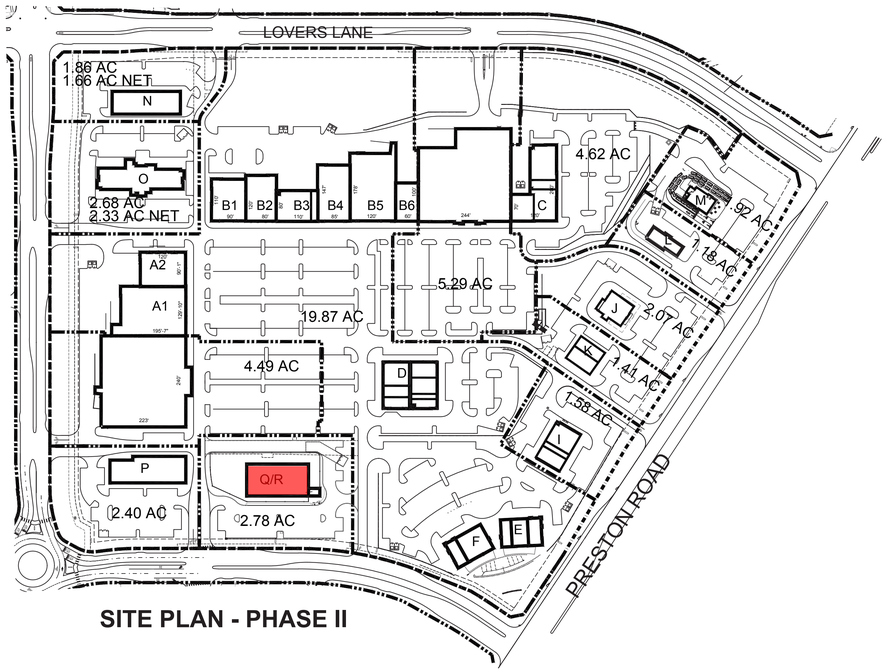


BUILDING L - SIDE B ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-23 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

BUILDING Q/R - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

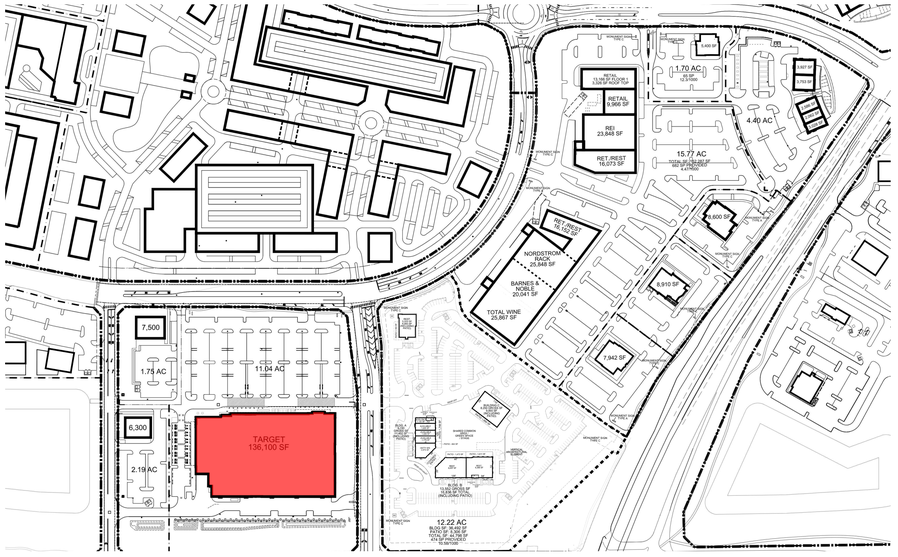
BUILDING Q/R - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-24 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

ORD. 2023-32
APPROVED AS SUBMITTED, TO INCLUDE 3 ELEVATIONS



C1 - A C1 - B C1 - C

C1 - D

BUILDING C1 - NORTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

BUILDING C1 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

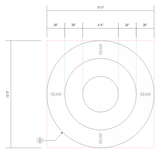
C1 - F C1 - E

BUILDING C1 - EAST ELEVATION

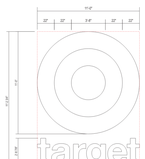
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

BUILDING C1 - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

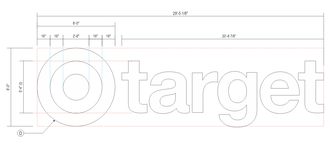


C1 - A

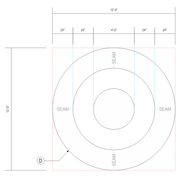


C1 - C

C1 - B



C1 - D&E



C1 - F

C1 - G

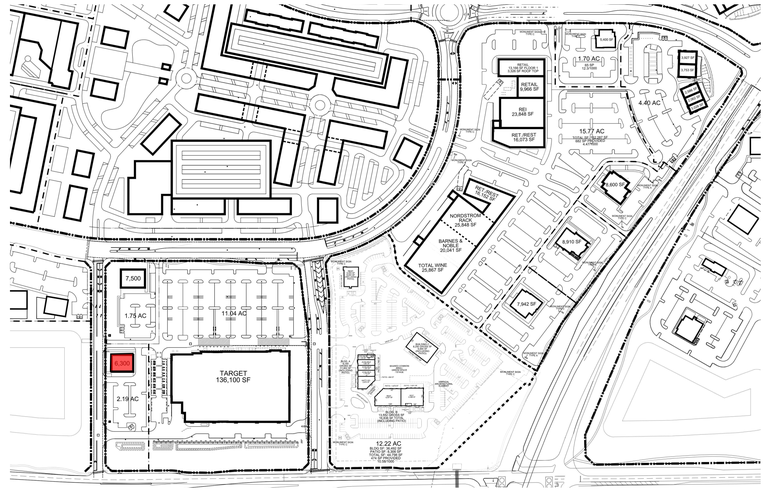
C1 - H

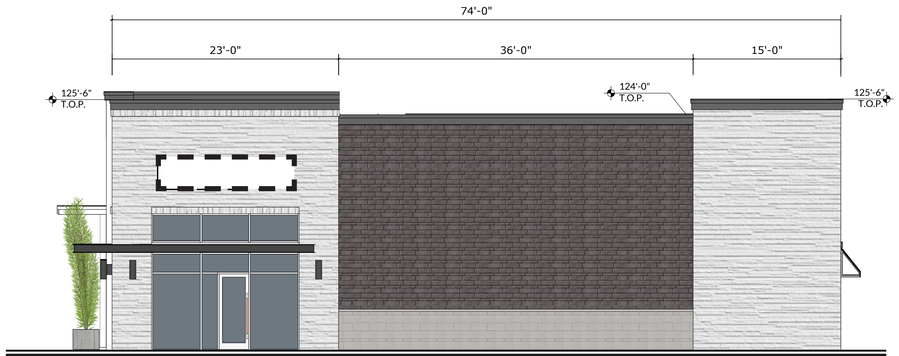
- Deviation Per Sec. 3.14.012; (I); (iii), Maximum Height

C1-A - Allowed 8’ per code; Requesting 13’-0”
C1-B - Allowed 6’ per code; Complies with code
C1-C - Allowed 8’ per code; Requesting 15’-6 3/8”
C1-D - Allowed 8’ per code; Requesting 8’-1”
C1-E - Allowed 8’ per code; Requesting 8’-1”
C1-E - Allowed 8’ per code; Requesting 12’-0”
C1-F - Allowed 8’ per code; Requesting 12’-0”
- Requesting sign to project above parapet.

EXHIBIT C-25 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

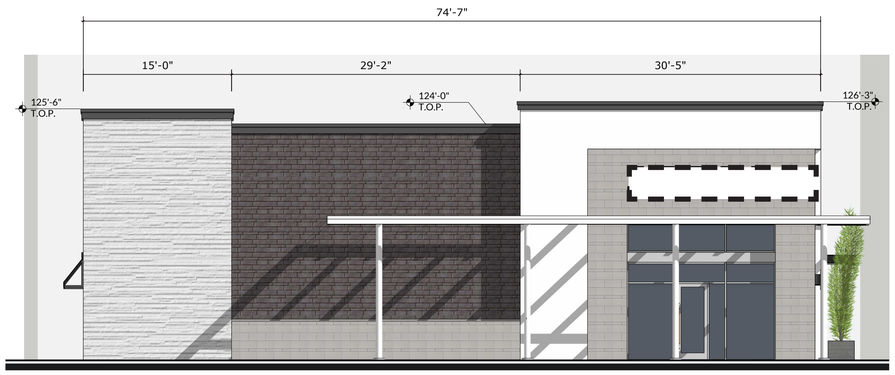




Proposed Sign SF: 41.00 SF
Allowed Sign SF: 183.30 SF

BUILDING C2 - SIDE A ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

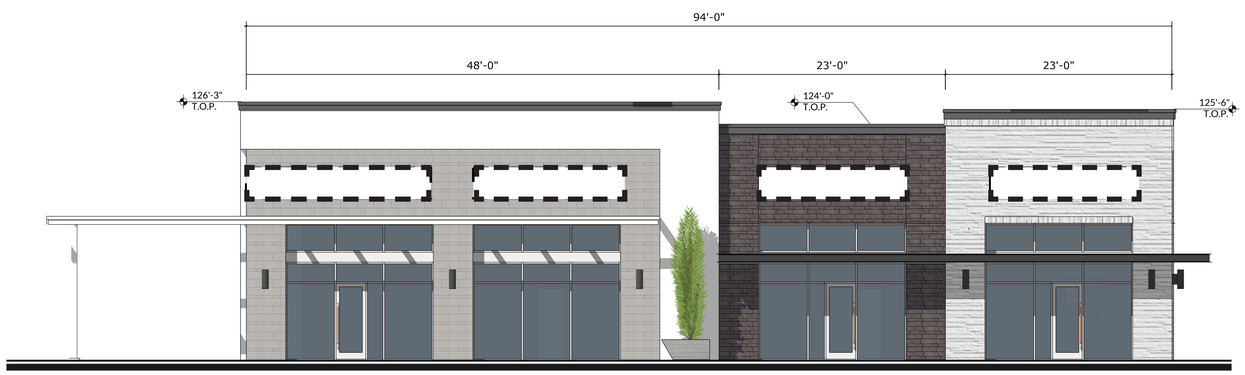


BUILDING C2 - SIDE B ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 57.00 SF

Allowed Sign SF: 188.09 SF



BUILDING C2 - FRONT ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 184.00 SF

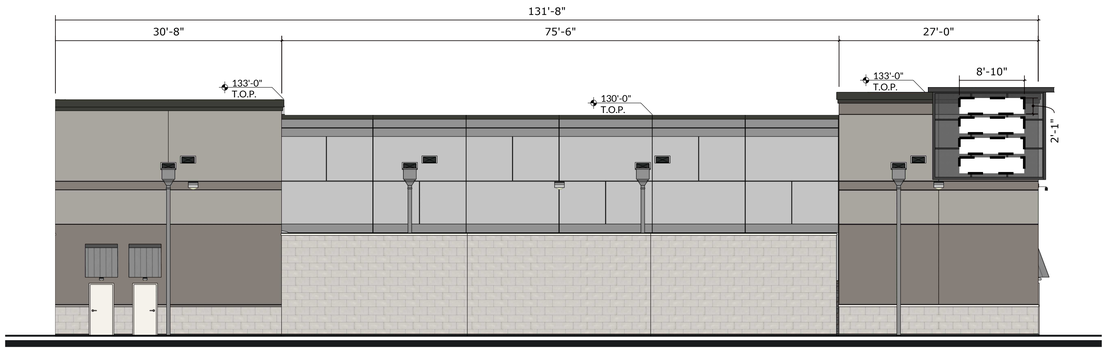
Allowed Sign SF: 239.85 SF

EXHIBIT C-26 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.
- MURAL TO BE GENERIC, UNBRANDED ART/GRAPHIC

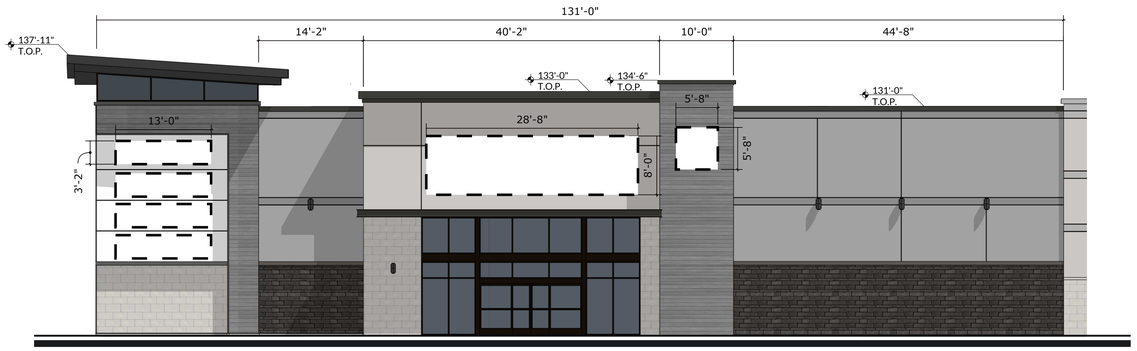
AMENDMENT - PROPOSED DEVIATIONS:

- ELEVATIONS BELOW NOW MATCH CITY APPROVED FACADE PLANS.
- BUILDING SHOWS SIGNS ON THREE FACADES.
- MULTI-TENANT WALL SIGNS LIMITED TO ADVERTISE THE BUSINESSES WITHIN THE BUILDING.



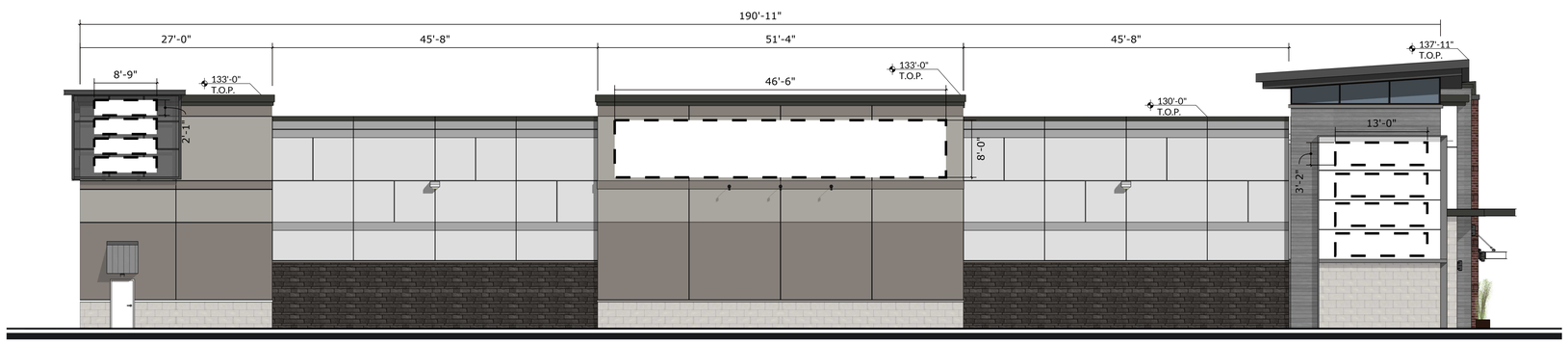
BUILDING B1 - WEST ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 75.85 SF
Allowed Sign SF: 416.80 SF



BUILDING B1 - EAST ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 426.32 SF
Allowed Sign SF: 432.85 SF

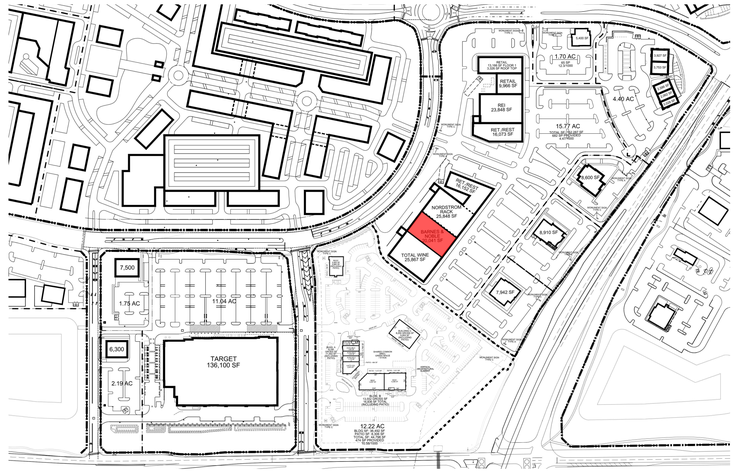


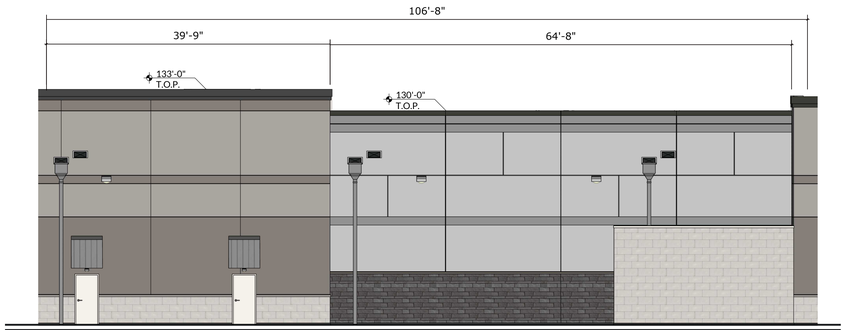
BUILDING B1 - SOUTH ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 612.51 SF
Allowed Sign SF: 613.39 SF

EXHIBIT C-27 / Elevations - Sign Details

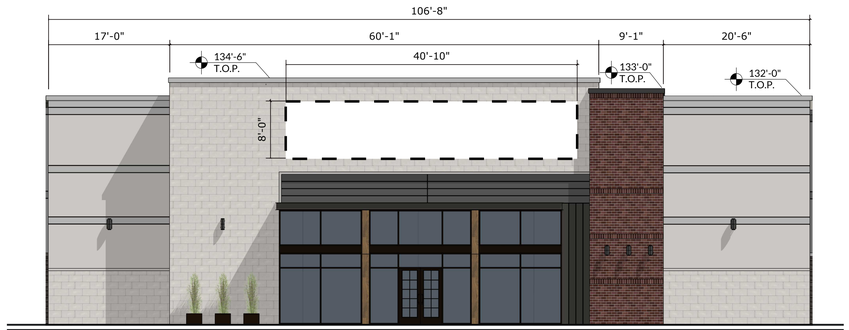
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.





BUILDING B2 - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING B2 - EAST ELEVATION

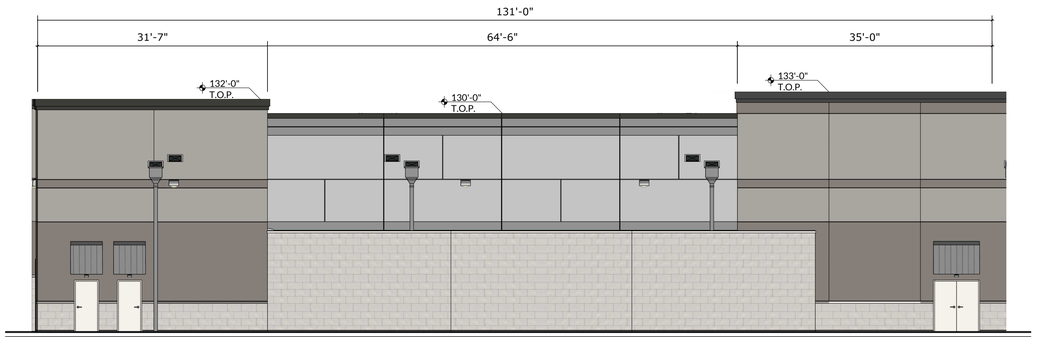
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 326.67 SF

Allowed Sign SF: 357.26 SF

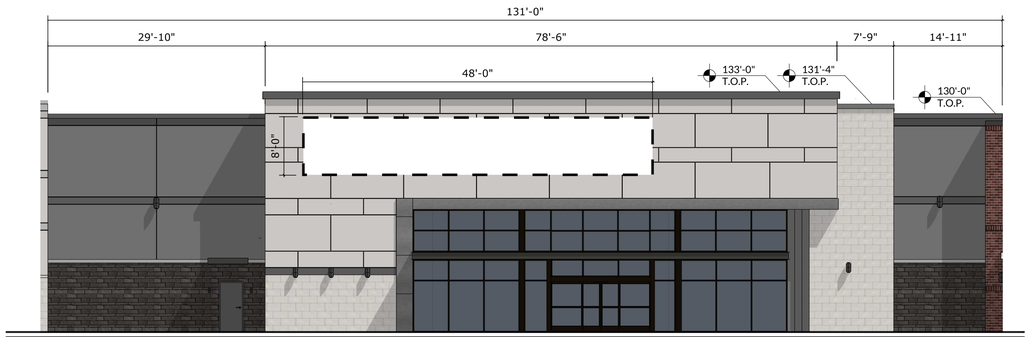
EXHIBIT C-28 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING B3 - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING B3 - EAST ELEVATION

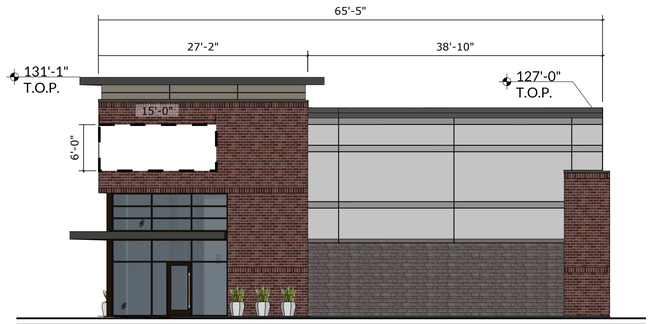
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 384.00 SF

Allowed Sign SF: 417.58 SF

EXHIBIT C-29 / Elevations - Sign Details

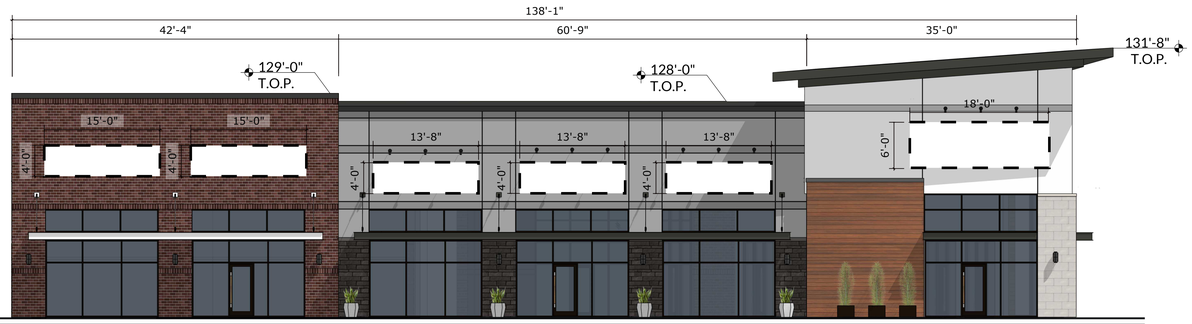
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



Proposed Sign SF: 90.00 SF
Allowed Sign SF: 187.37 SF

BUILDING B4 - WEST ELEVATION

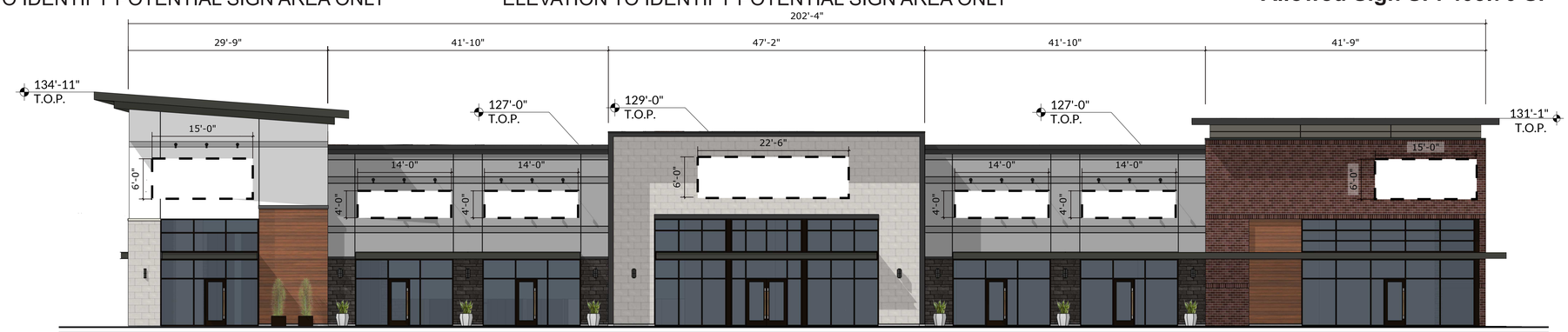
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING B4 - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 392.00 SF
Allowed Sign SF: 403.70 SF



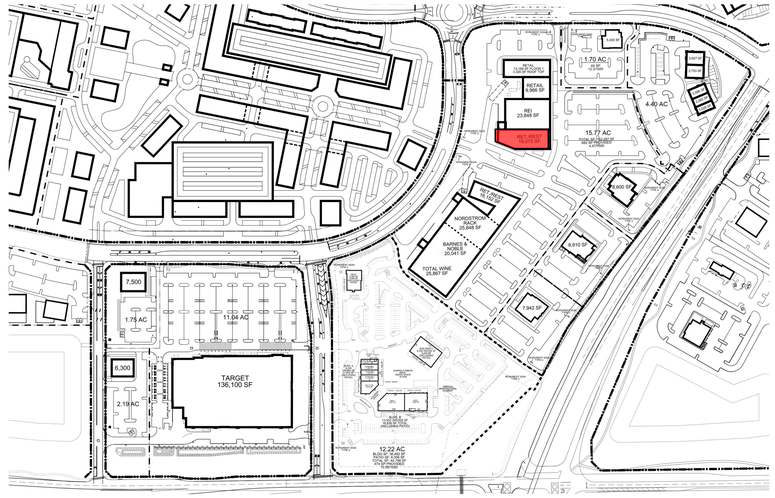
BUILDING B4 - NORTH ELEVATION

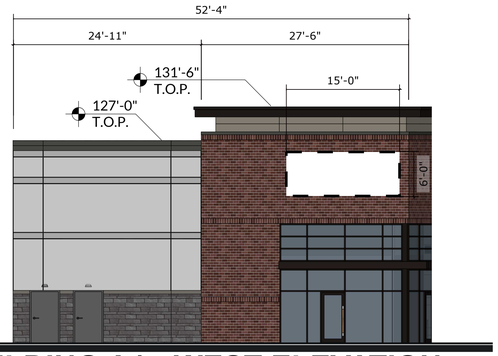
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 539.00 SF
Allowed Sign SF: 596.33 SF

EXHIBIT C-30 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



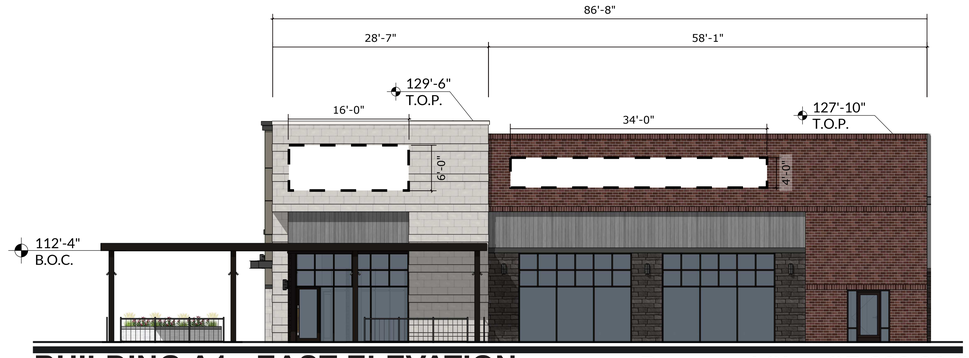


BUILDING A1 - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 90.00 SF

Allowed Sign SF: 153.90 SF

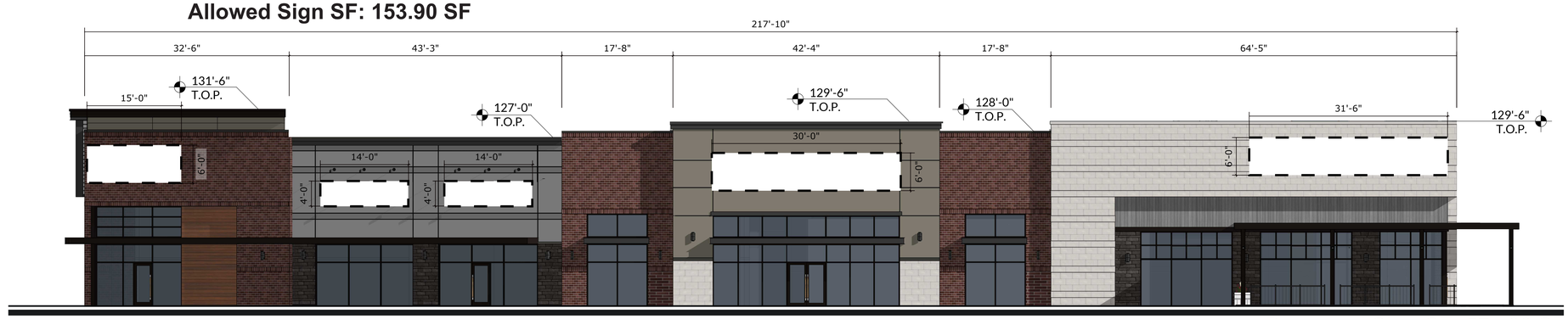


BUILDING A1 - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF:232.00 SF

Allowed Sign SF: 245.99 SF



BUILDING A1 - SOUTH ELEVATION

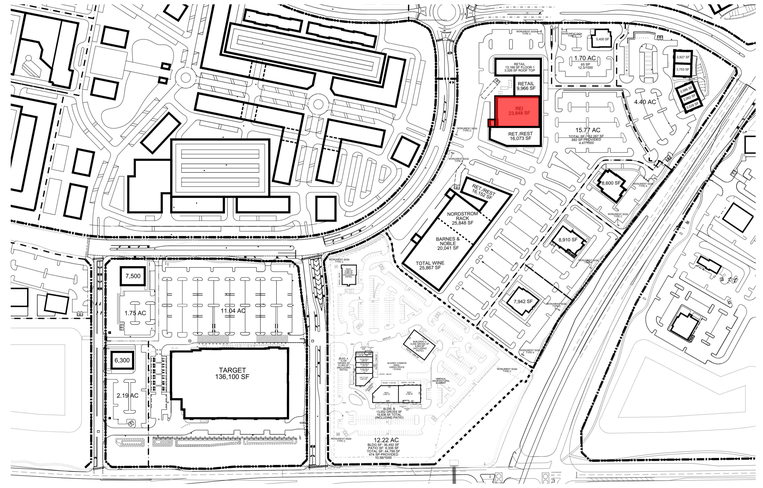
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 571.00 SF

Allowed Sign SF: 633.00 SF

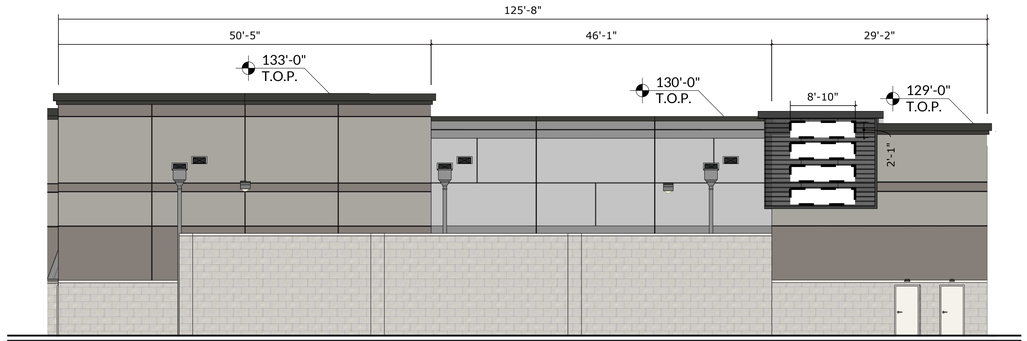
EXHIBIT C-31 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



AMENDMENT - PROPOSED DEVIATIONS:

- ELEVATIONS BELOW NOW MATCH CITY APPROVED FACADE PLANS.
- MULTI-TENANT WALL SIGNS LIMITED TO ADVERTISE THE BUSINESSES WITHIN THE BUILDING.

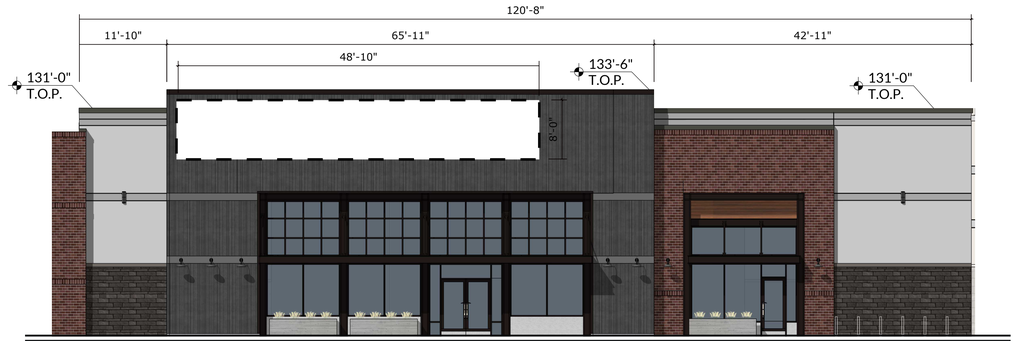


BUILDING A2 - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 73.61 SF

Allowed Sign SF: 389.21 SF



BUILDING A2 - EAST ELEVATION

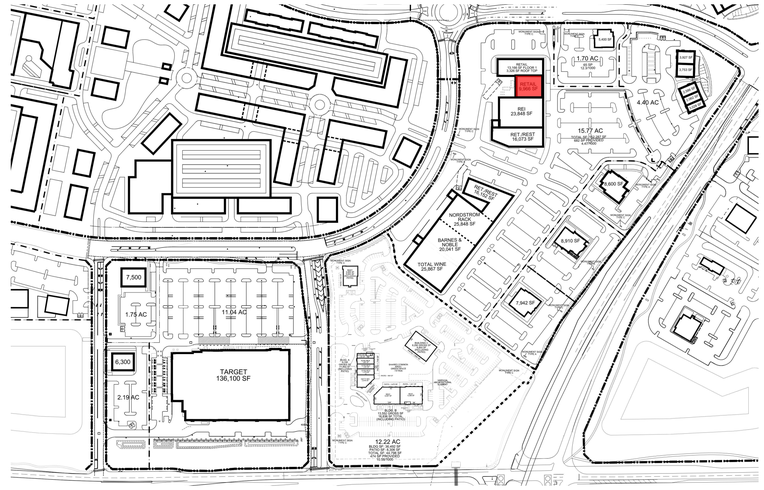
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

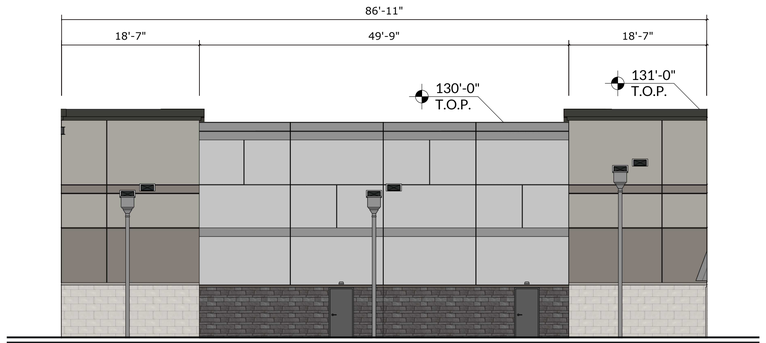
Proposed Sign SF: 389.33 SF

Allowed Sign SF: 390.55 SF

EXHIBIT C-32 / Elevations - Sign Details

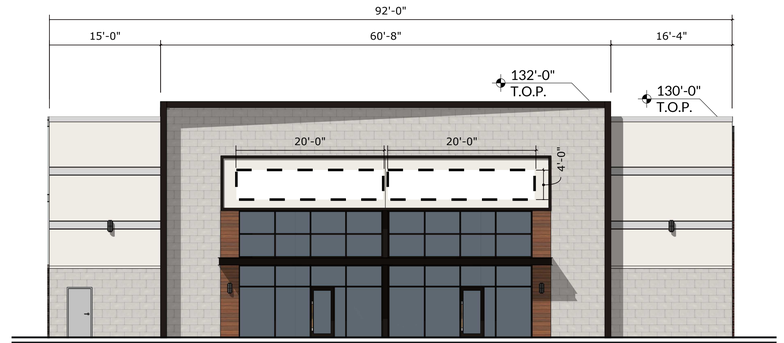
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.





BUILDING A3 - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING A3 - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 160.00 SF

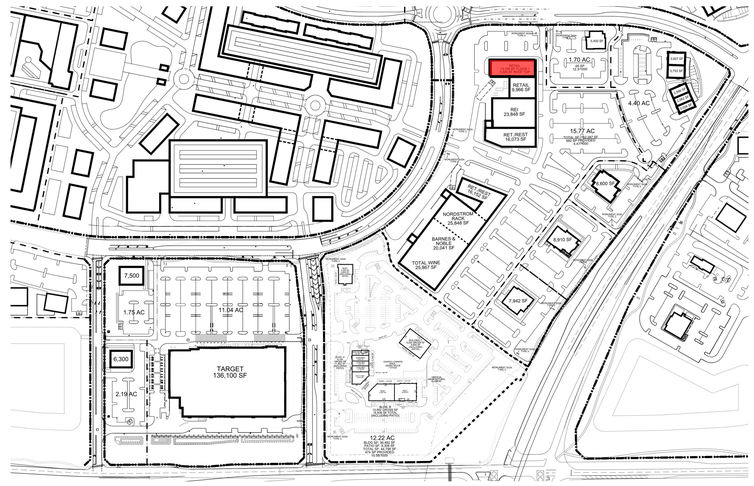
Allowed Sign SF: 288.13 SF

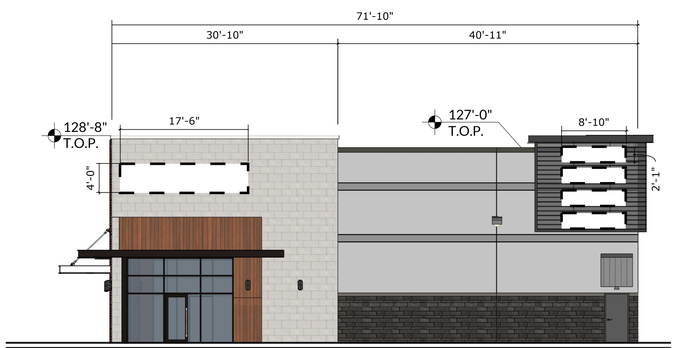
EXHIBIT C-33 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

AMENDMENT - PROPOSED DEVIATIONS:

- ELEVATIONS BELOW NOW MATCH CITY APPROVED FACADE PLANS.
- MULTI-TENANT WALL SIGNS LIMITED TO ADVERTISE THE BUSINESSES WITHIN THE BUILDING.



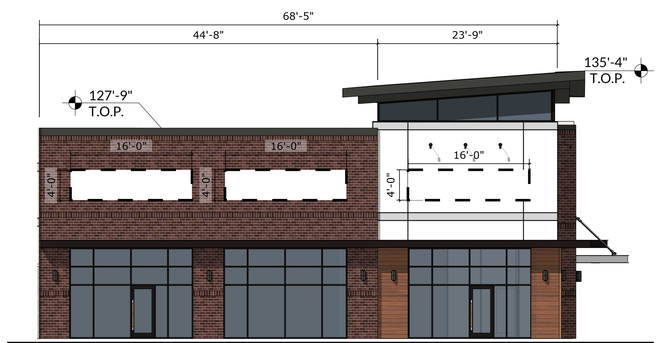


BUILDING A4 - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 93.35 SF

Allowed Sign SF: 137.20 SF

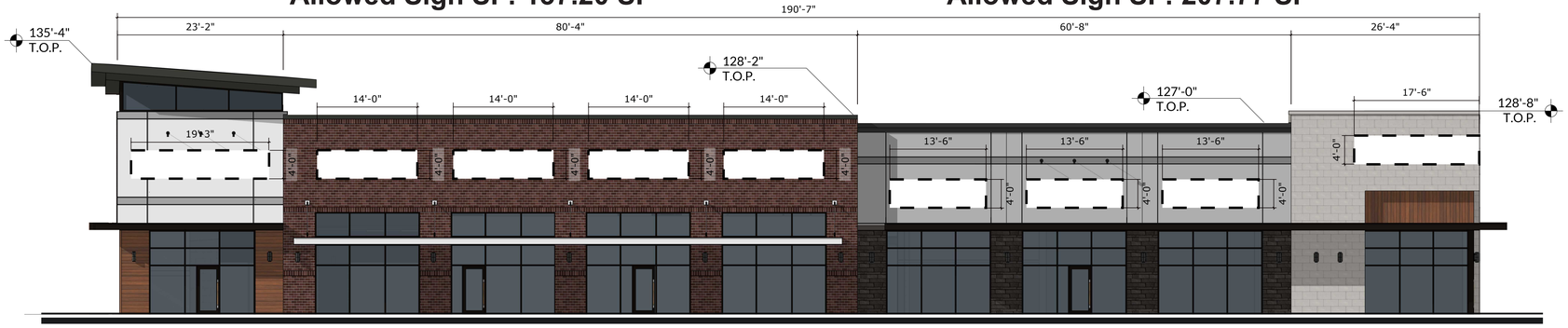


BUILDING A4 - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 192.00 SF

Allowed Sign SF: 207.77 SF



BUILDING A4 - NORTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 533.00 SF

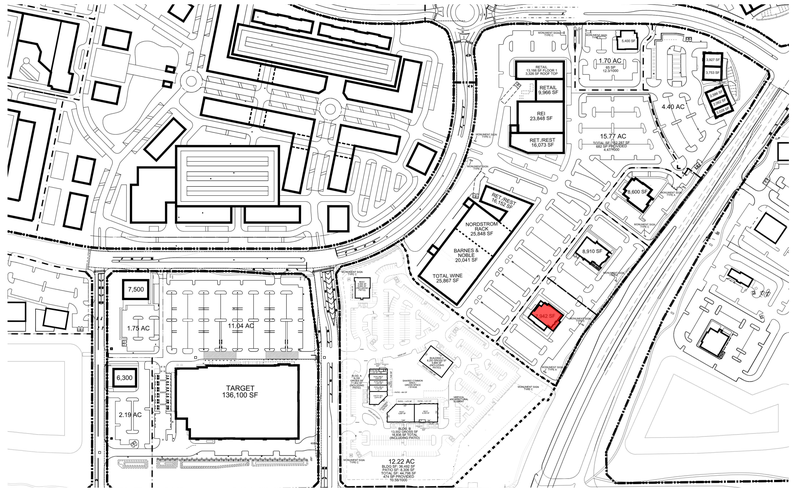
Allowed Sign SF: 547.42 SF

EXHIBIT C-34 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

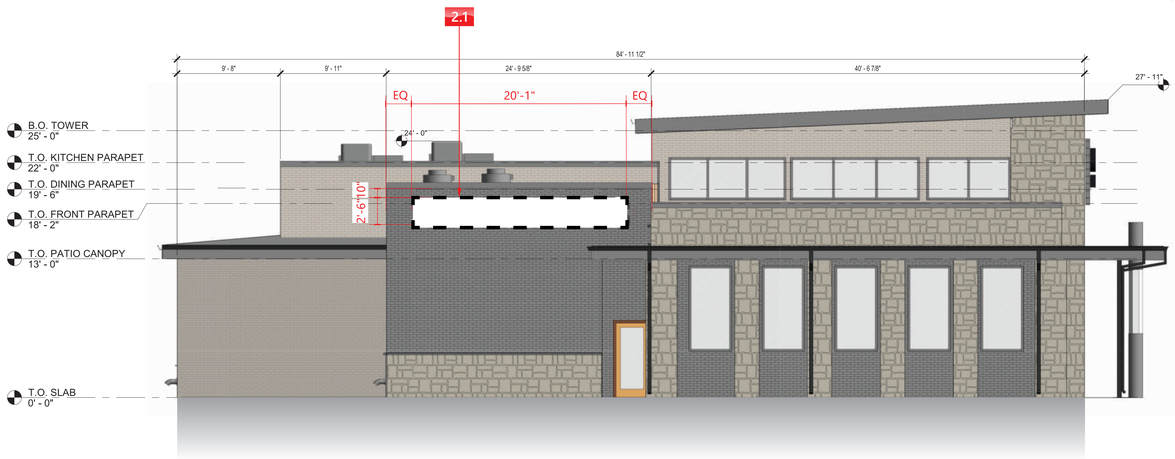
AMENDMENT - PROPOSED DEVIATIONS:

- ELEVATIONS BELOW NOW MATCH CITY APPROVED FACADE PLANS.
- BUILDING SHOWS SIGNS ON THREE FACADES.



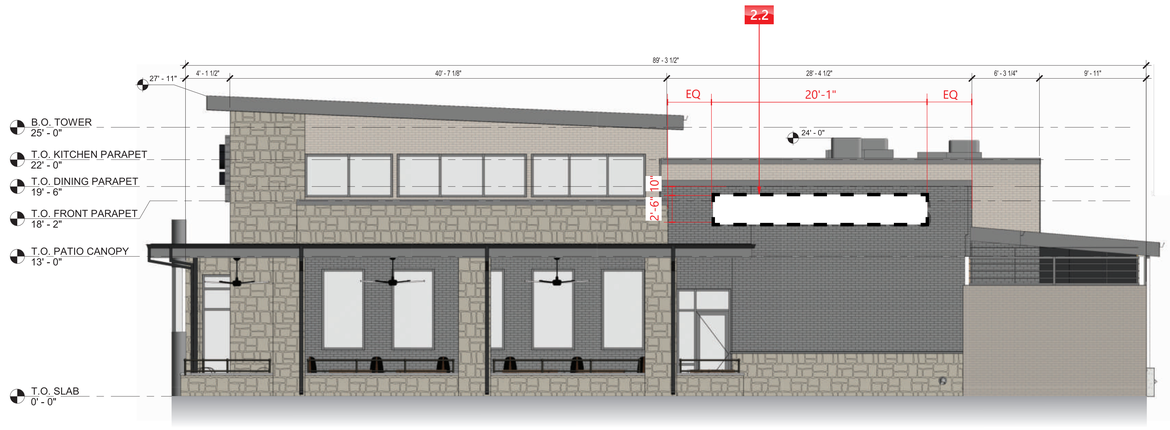
STOREFRONT SOUTHEAST ELEVATION

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



RIGHT SOUTHWEST ELEVATION

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

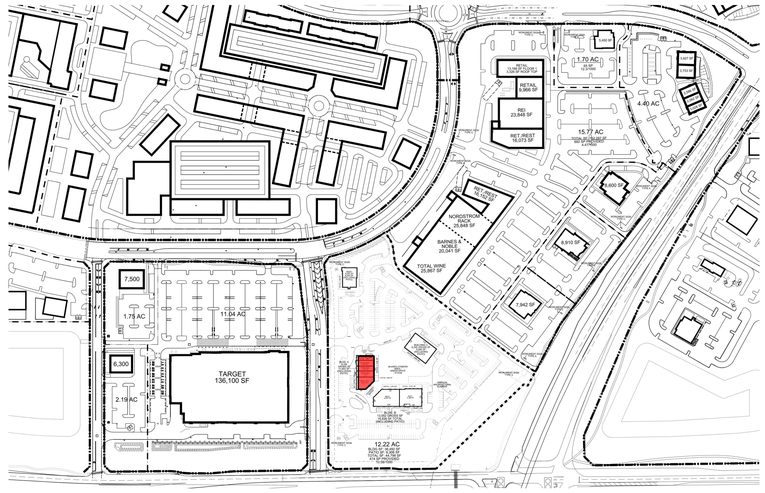


LEFT NORTHEAST ELEVATION

Scale: 3/16" = 1'-0"

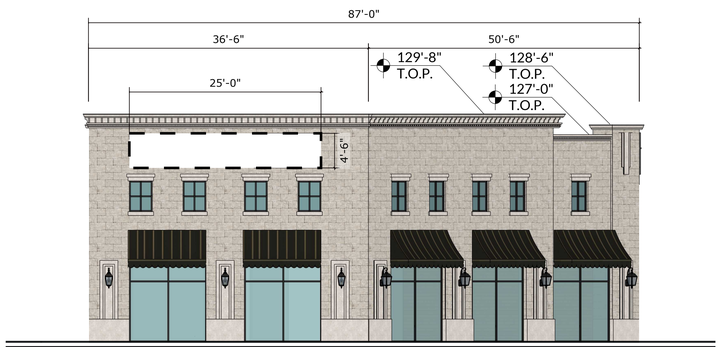
EXHIBIT C-35 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



AMENDMENT - PROPOSED DEVIATIONS:

- PRELIMINARY ELEVATIONS TO SHOW SIGN LOCATIONS ONLY.
- BUILDING SHOWS SIGNS ON THREE FACADES.

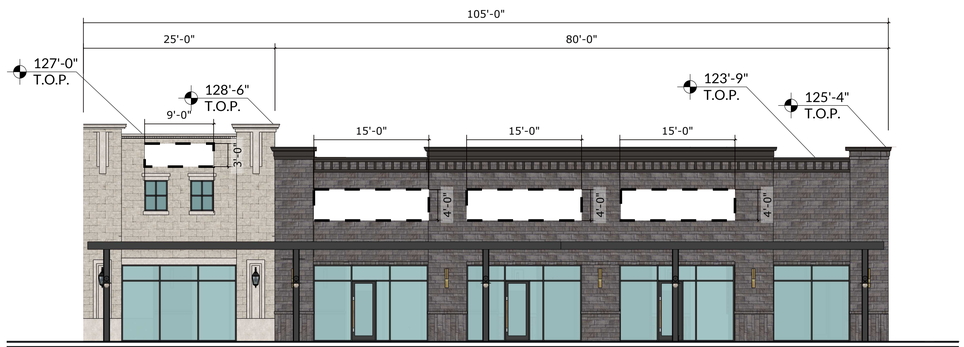


RESTAURANT BUILDING A - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 112.50 SF

Allowed Sign SF: 258.10 SF

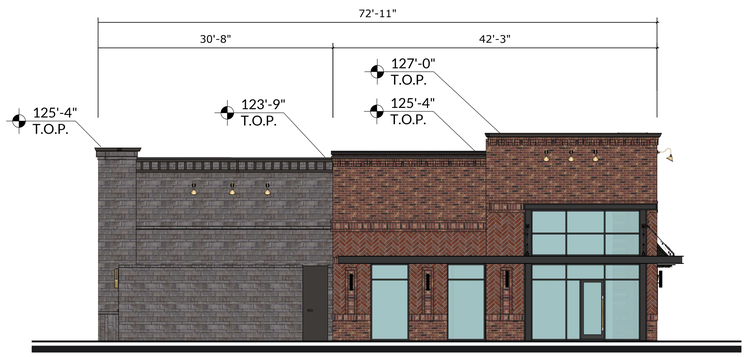


RESTAURANT BUILDING A - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

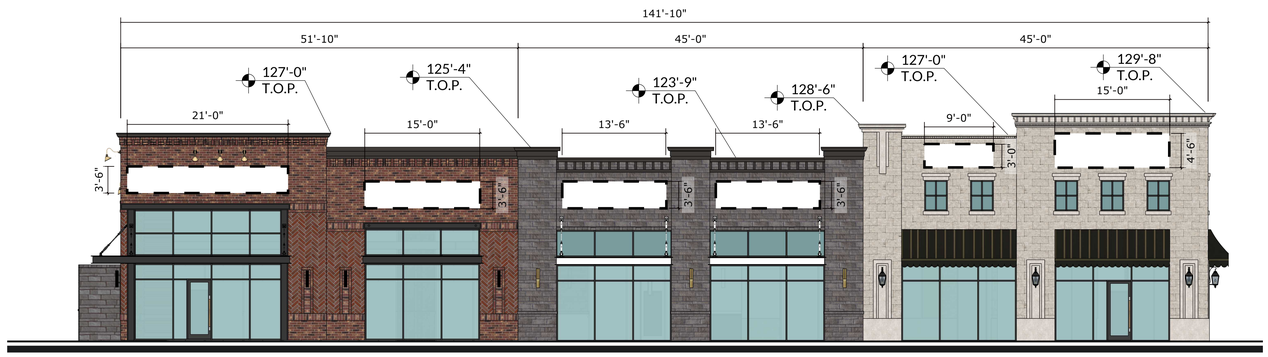
Proposed Sign SF: 207.00 SF

Allowed Sign SF: 267.70 SF



RESTAURANT BUILDING A - NORTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



RESTAURANT BUILDING A - WEST ELEVATION

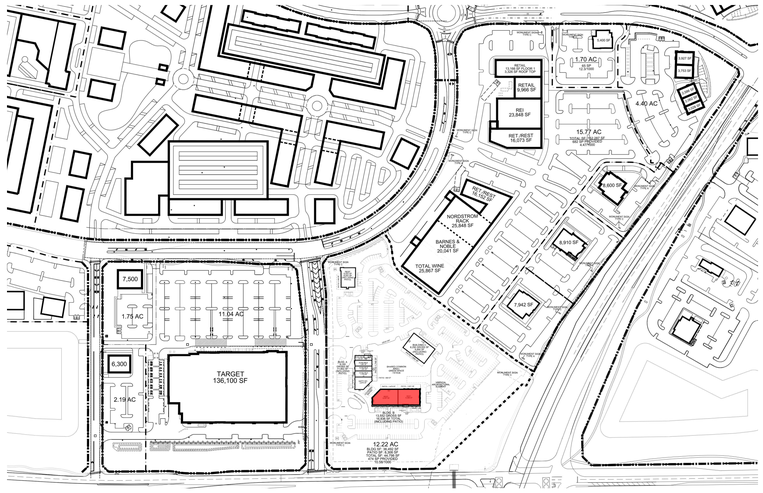
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 315.00 SF

Allowed Sign SF: 373.93 SF

EXHIBIT C-36 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

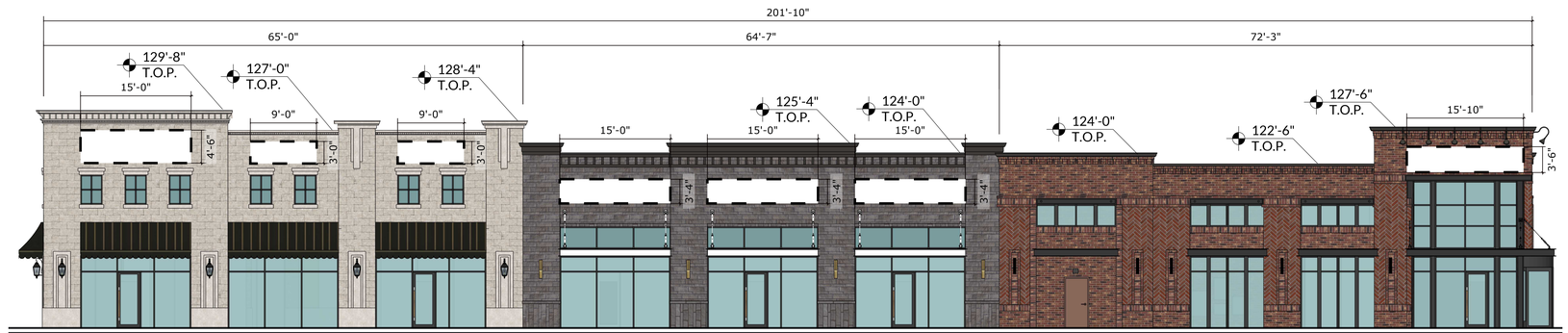


AMENDMENT - PROPOSED DEVIATIONS:

- PRELIMINARY ELEVATIONS TO SHOW SIGN LOCATIONS ONLY.
- BUILDING SHOWS SIGNS ON THREE FACADES.

RESTAURANT BUILDING B - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

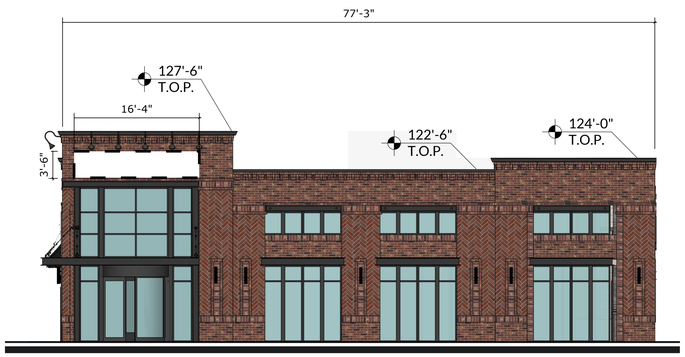


RESTAURANT BUILDING B - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 326.92 SF

Allowed Sign SF: 505.31 SF

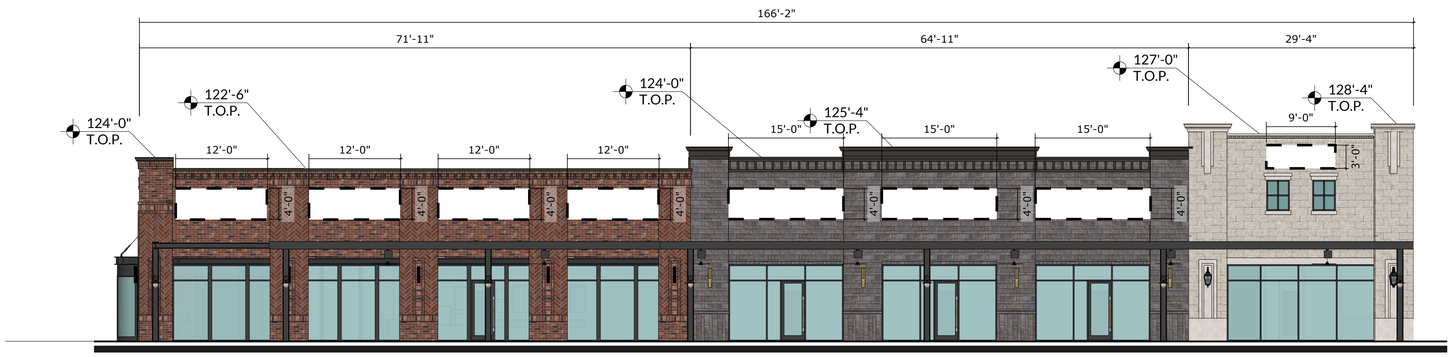


RESTAURANT BUILDING B - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 57.17 SF

Allowed Sign SF: 187.83 SF



RESTAURANT BUILDING B - NORTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 399.00 SF

Allowed Sign SF: 402.36 SF

EXHIBIT C-37 / Elevations - Sign Details

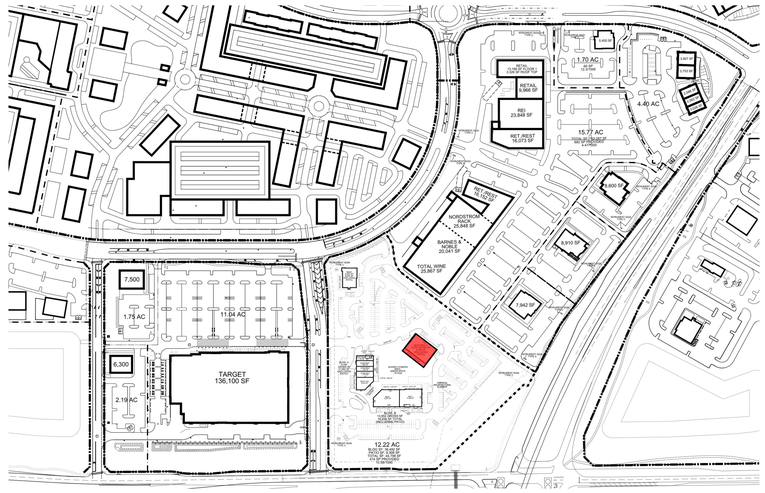
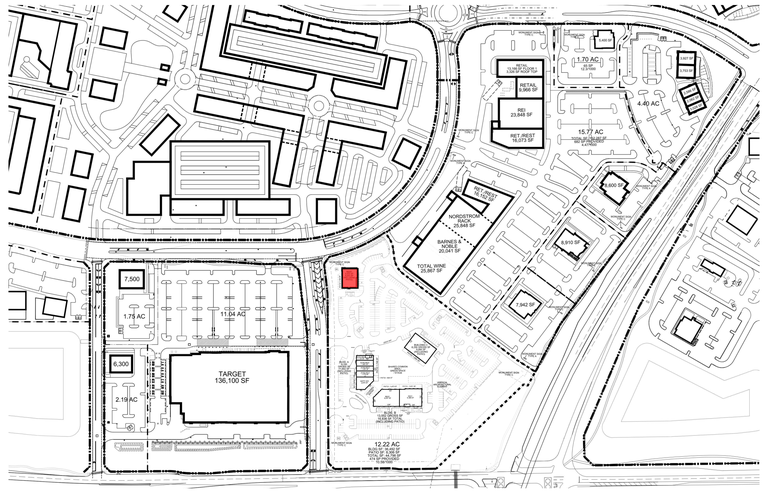

TARGET
136,100 SF
11.04 AC
1.75 AC
2.19 AC
12.22 AC
15.77 AC
4.40 AC
1.70 AC
7,500
6,100
METAL
5,600 SF
RBC
10,848 SF
NET (WEST)
18,073 SF
NORDSTROM RACK
25,848 SF
BARNES & NOBLE
30,041 SF
TOTAL WINE
12,867 SF
6,913 SF
7,900 SF
6,000 SF
8,100 SF
8,000 SF
8,000 SF
8,000

EXHIBIT C-38 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



AMENDMENT - PROPOSED DEVIATIONS:

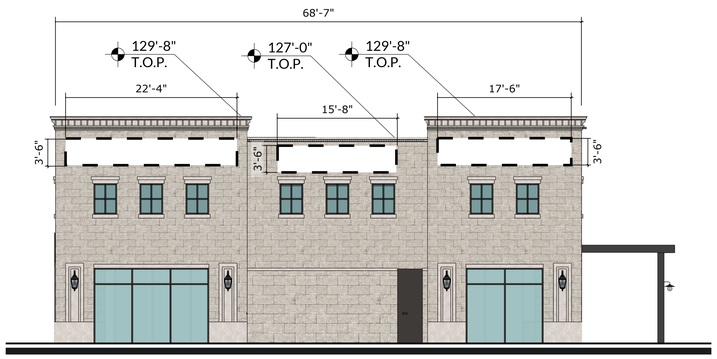
- PRELIMINARY ELEVATIONS TO SHOW SIGN LOCATIONS ONLY.
- BUILDING SHOWS SIGNS ON THREE FACADES.

RESTAURANT BUILDING D - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 150.50 SF

Allowed Sign SF: 195.60 SF



RESTAURANT BUILDING D - NORTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 194.25 SF

Allowed Sign SF: 198.00 SF

RESTAURANT BUILDING D - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

RESTAURANT BUILDING D - WEST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

Proposed Sign SF: 162.75 SF

Allowed Sign SF: 246.82 SF

EXHIBIT D / Sign Schedule - Development Standards

MONUMENT SIGNS (UNIFIED DEVELOPMENT/ SINGLE/ MULTI-TENANT/ OTHER) *refer to EXHIBIT B; page 3*			
SIGN NUMBER	CONFORMS	DEVIATION PREVIOUSLY APPROVED	DETAILS
01	✓		
02	✓		
03	✓		
04	✓		
05	✓		
06	✓		
07	✓		
08	✓		
09	✓		
10	✓		
11	✓		
12	✓		
13		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
14		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
15	✓		
16		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
17		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
18		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
19		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
20	✓		
21		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
22		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Design matches approved signs in Phase 2.
23		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Maximum number of signs. Per Sec. 3.14.012; (N); (a) One per street frontage of the unified development zone (UDZ; Requesting 1 additional sign along frontage of lot. Design matches approved signs in SPSD - 4.
24		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
25		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Maximum number of signs. Per Sec. 3.14.012; (N); (a) One per street frontage of the unified development zone (UDZ; Requesting 1 additional sign along frontage of lot. Design matches approved signs in SPSD - 4.
26		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Design matches approved signs in Phase 2.
27		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
28		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
29		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 240 SF maximum allowed per ordinance. Design matches approved sign in Phase 1.
30		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
31		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
32		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
33		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
34		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Maximum number of signs. Per Sec. 3.14.012; (N); (a) One per street frontage of the unified development zone (UDZ; Requesting 1 additional sign along frontage of lot. Design matches approved signs in SPSD - 4.
35		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
36		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Design matches approved signs in Phase 2.
37		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Maximum number of signs. Per Sec. 3.14.012; (N); (a) One per street frontage of the unified development zone (UDZ; Requesting 1 additional sign along frontage of lot. Design matches approved signs in SPSD - 4.

BUILDING WALL SIGN DEVIATIONS

Allow signage on three (3) elevations of all tenant suites and stand-alone buildings throughout the SPSD.

Multi-Tenant Wall Signs: shall be limited to advertising the businesses within the building envelope.

REFER TO EXHIBIT C-24*

- Deviation Per Sec. 3.14.012; (I); (iii), Maximum Height

C1-A - Allowed 8’ per code; Requesting 13’-0”
C1-B - Allowed 6’ per code; Complies with code
C1-C - Allowed 8’ per code; Requesting 15’-6 3/8”
C1-D - Allowed 8’ per code; Requesting 8’-1”
C1-E - Allowed 8’ per code; Requesting 8’-1”
C1-E - Allowed 8’ per code; Requesting 12’-0”
C1-F - Allowed 8’ per code; Requesting 12’-0”
- Requesting sign to project above parapet.

LEGEND

TYPE A
TYPE B
TYPE C
TYPE D

TOWN OF PROSPER
A Place Where Everyone Matters

PARKS AND RECREATION DEPARTMENT

To: **Mayor and Town Council**

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

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

Re: **PSA for Raymond Park Pond Dam Renovations**

Town Council Meeting – November 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon approving a Professional Services Agreement between Walter P. Moore and the Town of Prosper, Texas, for the preparation of plans and construction documents for renovations to the pond dam at Raymond Community Park in the amount of $101,000.

Description of Agenda Item:
This project involves design and construction of improvements to the Raymond Park Pond Dam. The project has a Professional Services Fee that by normal industry standards is very high as a percent of construction cost. This is due to the relatively small cost of construction, while still requiring unique engineering design expertise and potentially impacting environmentally sensitive areas.

The proposed repairs are expected to impact Waters of the U.S. and will involve reviews and coordination with the Texas Historical Commission and Texas Parks and Wildlife. The environmental consulting and coordination required can vary considerably from project to project depending on the scope of work. The full scope of environmental impacts will not be known until the initial assessments are complete. The fees associated with this work are presented as a Special Services budget that will be paid on a *Not to Exceed Time & Materials* basis. Should preliminary assessments indicate little to no further environmental coordination is required, only the cost of the services performed will be invoiced and any savings will be returned to the owner at the end of the project. Invoices from the subconsultants will be passed on without markup.

Previously approved improvements related to the proposed well are being installed and the well permit will be considered again by the North Texas Groundwater Control District at its next board meeting on December 9, 2025. Plans for the well are proceeding and we will bring the appropriate change order to a future council meeting.

Budget Impact:
The total cost of design services is $101,000. Funding for this contract is available in Project Account 2606-PK.

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

Attached Documents:
1. Professional Services Agreement with Scope Proposal and Anticipated Schedule
2. Raymond Park Pond Assessment Report

Town Staff Recommendation:
Town Staff recommend the Town Council approve a Professional Services Agreement between Walter P. Moore and the Town of Prosper, Texas, for the preparation of plans and construction documents for renovations to the pond dam at Raymond Community Park in the amount of $101,000.

Proposed Motion:
I move to approve a Professional Services Agreement between Walter P. Moore and the Town of Prosper, Texas, for the preparation of plans and construction documents for renovations to the pond dam at Raymond Community Park in the amount of $101,000.

October 11, 2024

Mr. Kurt Beilharz, PLA, ISA
Assistant Director
Town of Prosper – Parks and Recreation
409 E First Street
Prosper, Texas 75078

RE: Raymond Park Pond Assessment Report
Prosper, TX
WPM PROJECT: C04-24012-00

Dear Mr. Beilharz:

Walter P Moore has completed our assessment of the dam and pond at Raymond Park in Prosper, Texas. This assessment was conducted in accordance with the contract dated September 10, 2024.

Introduction / Executive Summary

Raymond Community Park is a new park under construction at the northwest corner of the Coit Road and East 1st Street in the Town of Prosper, Texas. The Raymond Park Pond is located along the northern edge of the new park with an approximate surface area of 3 acres and volume of 11.5 acre feet. The pond is retained by an earth fill embankment dam that is approximately 20 feet tall and is jointly owned by the Town of Prosper and the Parkside Homeowners Association (HOA) to the north.

A significant portion of the downstream side of the earth fill dam has eroded and washed away which damaged the pond outfall structure. The severity of the scour and observed seepage from the exposed soil caused concern and generated the request for Walter P Moore to perform this assessment.

Walter P. Moore performed the site investigation on September 13th and found the dam to be in generally good condition except for the noted scour damage around the culvert outfall and downstream side of the dam. The following is a summary of our findings:

- The Raymond Park Pond is excluded from Texas Dam Safety Jurisdiction and not registered with the State of Texas.
- The dam is structurally stable and is within acceptable factors of safety for bearing and sliding.
- Observed seepage appeared consistent with expected rates for silty clay soils.
- Seepage and scour damage can change rapidly. Routine monitoring is recommended until the following improvements are implemented
    - Remove all trees and woody vegetation from the earthen embankment as soon as possible.
    - Re-construct the downstream face of dam to reduce seepage rates and improve structural stability.

Three different repair recommendations are provided with construction cost estimates ranging from approximately $120,000 to $180,000. This range is for construction cost only and do not include engineering design, testing and other services that may be required to complete the project. Walter P Moore greatly appreciates the opportunity to help the Town of Prosper with this assessment. We are available to answer related questions and provide additional information as required.

Field Observation – Inspection Results

Assessment Approach

Walter P. Moore performed a site condition assessment of the Raymond Park Pond Dam, Outfall and Overflow Structures. The Dam Inspection Form provided by the Texas Commission on Environmental Quality Dam Safety Program (TCEQ) was followed to document existing conditions. The following resources and information provided by the Town of Prosper helped with the assessment as well.

- Bathymetric Survey prepared by DredgeSmart August, 2024
- Parkside Subdivision As-Built Plans by JBI Partners September, 2017
- Flood Study Wilson Creek Tributary 15 by Hydrolink Engineering August, 2016
- Raymond Community Park Geotechnical Investigation by Alliance Geotechnical Group November, 2022

It should be noted the geotechnical investigation was prepared for structural design requirements affiliated with the park improvements under construction and only provided soil types and basic properties found near the pond.

Walter P Moore conducted the site assessment on Friday September 13, 2024. Weather conditions were sunny and favorable throughout the inspection. The water level in the pond was observed to be approximately 2’ below normal pool, presumably due to lack of recent rainfall events. The dry conditions helped improve access to the upstream embankment and outflow structures. Site observations were conducted that included field measurements of the crest, outfall structures and scour damage as well as photographs of the same, and seepage evaluation.

Crest of Embankment

Walter P Moore found the embankment crest to be in generally good condition overall. It was well vegetated and measured approximately 20 feet in width. There were no visible signs of settlement or movement along the crest, especially in the area of the scour damage on the downstream embankment. A small depression was located at the northwest end, likely caused by animal activity or tree root disturbance, see Picture 3. Additionally, a large tree was located at the boundary between the spillway and the dam. Please note, trees and woody vegetation on the earth embankments were identified throughout this assessment due to risks associated with their root structures affecting seepage, potentially removing large amounts of mass if blown over and generally making routine inspection and maintenance practices on dams more difficult.

Picture 1: Crest of embankment looking north

Picture 2. Crest of embankment looking south

Picture 3: Depression on northwest side of crest

Picture 4: Large tree between spillway and dam

Exhibit 1: Crest of Embankment

Upstream Embankment

The upstream embankment was well-vegetated and in fair condition overall, with an approximate 3H:1V slope. Bank erosion was observed near the normal pool water surface elevation, presumably from long-term wave action. No signs of embankment settling, or movement were observed, especially near the scour damage on the downstream embankment.

Picture 5. Upstream embankment looking north

Picture 6. Upstream embankment looking south

Picture 7. End of upstream embankment

Picture 8. Pond outfall structures

Exhibit 2: Upstream Embankment

Downstream Embankment

The northern side of the downstream embankment was shared with the pond service spillway and was protected by PVC coated gabion mattress lining the spillway. The embankment along the service spillway was approximately 200 feet in length with an average slope of 4:1. Minor tears in the gabion mattress were observed and are included in the repair recommendations at the end of this report.

The eastern side of the downstream embankment was approximately 100 feet in length, with an approximate average slope of 2:1, and was covered with trees and dense, woody vegetation. Erosion was observed at the toe of the outfall structure along the east side of the downstream embankment. The erosion was severe and caused by stormwater flow from the outfall structure. The outfall was perched midway up the downstream embankment which allowed stormwater flow to free fall into a scour hole filled with concrete and rock rubble riprap. The depth of the scour hole measured up to 3 feet deep, below the top of the riprap in the middle area. Walter P Moore observed seepage coming out of the eroded surface of the embankment beneath the outfall structure where the scour penetrated the farthest into the earth fill embankment.

Picture 9. Vegetation east side of embankment

Picture 10. Gabion spillway north of embankment

Picture 11. Erosion at toe of culvert downstream embankment

Picture 12. View east downstream of embankment

Exhibit 3: Downstream Embankment

Seepage on Downstream Slope

Minor seepage was observed running on the eroded surface on the downstream side of the earth embankment. There was a distinct line of saturation approximately 2'-3' below the box culvert outfall structure, which was about 25% up the total embankment height. The seepage appeared on the surface approximately 4' below the line of saturation and was clear. It did not appear to contain silt or sediment. The seepage also appeared to be coming out uniformly from the lowest and most eroded area of the downstream embankment with no concentrated flow coming from one location more than any other.

Picture 13. Seepage observation

Picture 14. Saturation line 3' below culvert

Exhibit 4: Seepage Observation

Downstream Hazard Conditions

The channel downstream was about 22' wide and was surrounded by large trees and woody brush. The tributary flowed under Coit Road through an 8' diameter culvert that was shown to be over topped by approximately 3' in the 100-year flood study prepared by Hydrolink for the Parkside Subdivision. Downstream from Coit Road, the tributary flowed between homes located on both sides of the channel and then into a SCS reservoir. This reach of the channel was identified as an Unstudied Zone A Special Flood Hazard area (FIRM Panel 235, Map Number 48085C0235J, dated June 2, 2009). Hydraulic modeling of Wilson Creek Tributary 15 was not included in the scope of this assessment. Hydraulic modeling of Wilson Creek Tributrary 15 can be performed if requested for additional fee to determine potential dam breach impacts or to better delineate the downstream flood risks associated with the 100 Year Floodplain or other desired storm event.

Service Inlet Structure

The primary service inlet structure was a concrete box inlet with no top. It was connected to a 6'x3' box culvert that drained through the earth embankment. The concrete inlet structure was in fair condition. However, the top of the inlet had rough top edges and rebar protruding from them. There was no grate or cover to help screen or prevent debris from entering the opening and obstructing the pipe.

There were two PVC standpipes just north of the concrete inlet box. One was a 16-inch diameter pipe and the other was a 6-inch diameter pipe with a cap on it. The 16-inch pipe reduced down to a 6-inch PVC pipe approximately 4 feet below ground. The inner 6-inch pipe measured approximately 10 feet deep and was filled with mud and holding water, indicating that it was likely clogged and not draining properly. Based on information provided by Town Staff, the 16" PVC pipe was the original service inlet structure for the pond until the 6'x3' box culvert was constructed by the prior owner, sometime within the last 15 to 20 years based on available aerial imagery.

Picture 15. Concrete inlet structure no top grate

Picture 16. 16" PVC inlet structure

Exhibit 5: Service Inlet Structure

Service Outlet Structure

The 6'x3' box culvert outfall was located approximately one third of the way up the downstream embankment. The downstream embankment beneath the box culvert was completely eroded and scoured out. There was broken concrete riprap remaining on the embankment and lying beneath the outfall in the scour hole.

Walter P Moore found a 6-inch PVC pipe exposed, and unsupported through the middle of the scour hole beneath the 6'x3' box culvert. Walter P Moore could not confirm, but expected this PVC pipe connected to the PVC service inlet structure above in the pond and was visible for approximately 30 feet before it disappeared beneath the concrete riprap. The location of the downstream outfall and end of the 6" PVC pipe was not found and would have required jetting and cleaning to locate and inspect it any further. It was considered inoperable and abandoned for this assessment.

Picture 17. View east downstream from crest

Picture 18. Scour hole at toe of box culvert

Picture 19. Box culvert reinforcement exposed at downstream end

Picture 20. PVC pipe exposed in concrete riprap

Exhibit 6: Service Outlet Structure

Emergency/ Service Spillway

The service spillway was armored with a PVC coated gabion mattress and had a trapezoidal shape, with a depth of 18 inches, a bottom width of 12 feet, and an overall top width of 32 feet. At the upstream end, the gabion was damaged, and rocks were falling out. Walter P Moore also noted locations along the spillway where erosion had occurred along the edges, exposing the filter fabric beneath the riprap. Based on the spillway as-builts and information provided in the bathymetric survey, this service spillway is set at approximately the same elevation as the primary service outlet and was designed to handle the 100-year storm without allowing water to overtop the crest.

Picture 21. Service spillway view looking downstream

Picture 22. PVC gabion mattress damage upstream end of service spillway

Picture 23. Damaged gabion wire on service spillway

Picture 24. Minor erosion along service spillway

Exhibit 7: Emergency/ Service Spillway

Study Results

Soil Composition and Geotechnical Investigation

According to the Natural Resources Conservation Service Collin County Soils Map, the Raymond Park Pond is within the Austin Silty Clay region. A geotechnical investigation report conducted by Alliance Geotechnical Services for The Raymond Community Park in November 2022 identified brown and tan calcareous clay soils over relatively shallow weathered limestone.

Dam Classification

In accordance with the criteria outlined by Texas Administrative Code section 299.1(a), the height and storage capacity of the dam currently do not fall under Texas Dam Safety Jurisdiction. Walter P Moore contacted TCEQ Dam Safety Section and reviewed the list of registered dams to confirm this dam was not registered with Texas Dam Safety Jurisdiction and registration was not required.

Earth Embankment Assessment

The TCEQ Design and Construction Guidelines for Dams indicates that for the small, low-hazard earth embankment dams with upstream and downstream slopes flatter than or equal to 3 Horizontal to 1 Vertical, a stability analysis is not required. The upstream earth embankment of the dam was in good condition with adequate vegetation cover, the average slope was estimated to be 4H:1V or flatter. However, the downstream slope has experienced erosion, resulting in a vertical drop, with the remaining of the slope at approximately 2H:1V.

Walter P Moore assessed dam stability against sliding and bearing capacity using soil properties identified in the November 2022 Geotechnical investigation performed for the park. TCEQ design guidelines recommend a factor of safety of 1.5 against sliding and 3.0 for bearing capacity. Despite the erosion observed on the downstream embankment, the stability against sliding exceeds TCEQ recommendations. The bearing capacity of the foundation versus the overburden stress from dam slightly exceeded the TCEQ recommended factor of safety. Global stability was not included in the scope of this assessment since it would not have been necessitated.

While Walter P Moore considered the dam to be within the recommended design guidelines, additional erosion and scour could lower the factor of safety. Additionally, trees and brush on the downstream embankment contribute to increased risk of seepage and loss of embankment if they are knocked over by severe winds or undermined by erosion and scour. Walter P Moore recommends repairing the downstream embankment and removing all trees and brush as soon as possible to ensure the dam's long-term stability. All recommended repair options discussed later in this report provide a 3H:1V slope on the downstream embankment, consistent with the TCEQ design guidelines.

Once repaired, the embankment should be maintained and inspected on a regular basis. Preventing trees and brush from growing on the embankment will facilitate future dam inspections and maintenance and extend the overall life of the structure.

Seepage Observation

A distinct line of saturation was visible in the eroded downstream embankment and a slow trickle of seepage was observed near the bottom of the scoured section. The seepage did not appear to contain sediment or silt and it surfaced uniformly from the lower section of the eroded area. No seepage appeared heavier in one location than any other. The rate of seepage was observed to be minor and within the acceptable range of hydraulic conductivity parameters associated with silty clay materials. It should be noted that seepage can vary based on numerous factors and can rapidly change in severity. Routine monitoring of the rate of seepage and erosion should be performed until recommended improvements are completed that will reduce seepage rates and improve the overall structural integrity of the dam.

During the site visit on September 13, the water surface elevation of the pond was observed to be around 1.5'-2' below the normal pool level. Subsequent observation by Town's staff on September 30 showed an increase of about 6 to 8 inches because of recent storm events. While this seemed low for the amount of rain recorded in the area, given the number of ponds upstream of this pond and the preceding dry soil conditions, this increase in volume appeared reasonable. Walter P Moore recommends additional monitoring of the pond, especially with higher water levels, to make sure there are not significant water loss or larger seepage concerns that could not be observed during the September 13, 2024 pond assessment.

Overflow Structures

The Flood Study Wilson Creek Tributary 15 by Hydrolink indicated that the spillway constructed with the Parkside neighborhood was capable of handling fully developed 100-year flows without overtopping the dam and conservatively did not include the 6'x3' box culvert outfall capacity through the earth embankment. One of the repair options considered in this report recommended abandoning the 6'x3' box culvert since the service spillway is set at approximately the same elevation and can handle the fully developed 100-yr flood condition. This option was prepared as the least cost option for consideration and is discussed more fully in the recommendation section.

The concrete inlet box was in fair condition and only lacked a better inlet top to help prevent large debris from entering the 6'x3' box culvert through the earth embankment. Keeping the concrete inlet in service provides additional storm conveyance capacity and could be set to help keep low flows from going through the service spillway unnecessarily. Two of the three repair options include adding a new inlet top to this structure and constructing new outfall structures on the downstream embankment, once backfilled and compacted.

The 16" PVC standpipe was the original service inlet structure for the pond until the 6'x3' box culvert was constructed. The PVC standpipe was filled with mud and holding water, indicating that it was likely clogged and not draining properly. Walter P Moore does not think the PVC standpipe serves its purpose anymore and the Town should consider capping and abandoning the pipe.

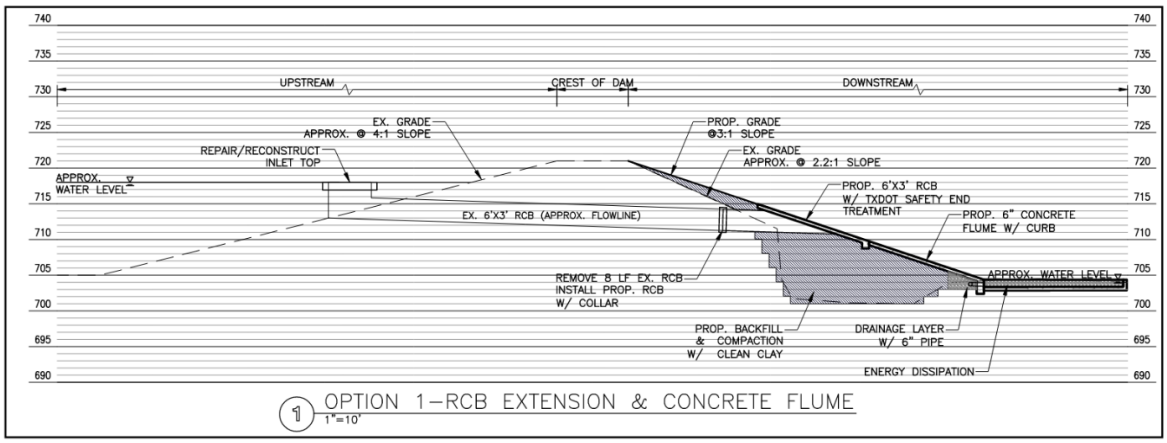
Recommendations

The dam is in overall good condition. However, the long-term stability of the dam is compromised by the significant erosion at the pond outfall structure and significant number of trees and woody vegetation on the downstream embankment. Observed seepage, though minor, was also concerning given how rapidly seepage conditions can change. We recommend all trees and woody vegetation be removed and the earthen embankment backfilled, compacted and regraded to a 3H:1V slope as soon as possible. The pond outfall structure should also be repaired, or potentially removed, to ensure the reconstructed downstream embankment is protected from stormwater leaving the pond. We suggest several options for repairing the downstream embankment, as detailed below. Additionally, it would be beneficial for the Town to implement a routine dam inspection and maintenance plan to help monitor for any sudden changes in conditions and ensure long-term operational integrity.

Downstream Bank Improvement Options

Walter P Moore presents three potential repair options to improve the downstream embankment. Each recommendation includes advantages and disadvantages, along with estimated construction costs.

Option 1: RCB Extension & Concrete Flume



This option will backfill, compact and regrade the downstream embankment to achieve a 3:1 slope. The existing upstream inlet box will be repaired and the 6'x3' box culvert will be extended with a safety end treatment and flow into a concrete flume down to an energy dissipation structure at the base of the dam. A subsurface drain is recommended to help control seepage at the toe of the reconstructed embankment.

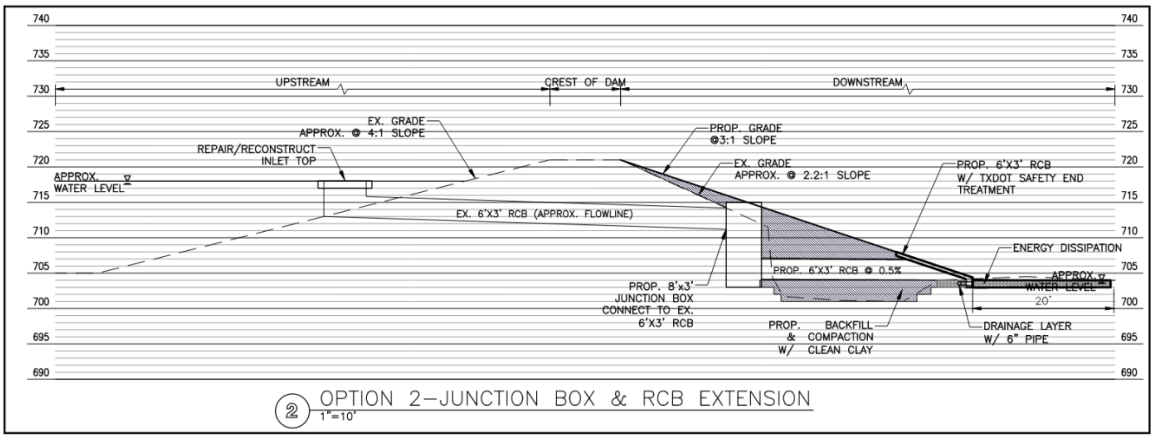
Option 1 benefits include:

- Providing a long-term solution to protect the downstream embankment and channel
- Least cost option keeping the 6'x3' box culvert outfall maintaining conveyance capacity

The cost for Option 1 is approximately $149,500.00, as detailed below.

Raymond Park Pond Assessment- Option 1					
ITEM	**DESCRIPTION**	**UNIT**	**Quantity**	**Unit Price**	**Total Cost**
1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
2	Erosion Control	LS	1	$ 3,000.00	$ 3,000.00
3	Clearing and Grubbing	SY	650	$ 10.00	$ 6,500.00
4	Hydromulch and Seeding + Temporary Irrigation	SY	650	$ 10.00	$ 6,500.00
5	Remove Ex. RCB	LF	8	$ 250.00	$ 2,000.00
6	6'x3' Box Culvert	LF	10	$ 700.00	$ 7,000.00
7	Collar/ Water Stop	EA	1	$ 4,000.00	$ 4,000.00
8	Safety End Treatment for 6'x3'	EA	1	$ 15,000.00	$ 15,000.00
9	Repair/ Reconstruct Inlet Top	EA	1	$ 2,000.00	$ 2,000.00
10	6" Conc. Flume w/ Curb	CY	10	$ 700.00	$ 7,000.00
11	Energy Dispitation Structure	CY	10	$ 650.00	$ 6,500.00
12	Backfill and Compaction W/ Clean Clay	CY	450	$ 60.00	$ 27,000.00
13	Drainage Layer	LF	60	$ 150.00	$ 9,000.00
14	Tree Removal	EA	6	$ 1,500.00	$ 9,000.00
OPTION 1 CONSTRUCTION COST					**$ 119,500.00**
CONSTRUCTION CONTIGENCY					**$ 30,000.00**
TOTAL					**$ 149,500.00**

Option 2: Junction Box & RCB Extension



This option will backfill, compact and regrade the downstream embankment to achieve a 3:1 slope. Comparing to Option 1, this Option includes a junction box and an additional 6'x3' culvert with a flatter slope to dissipate the energy before exiting the pipe. A more traditional culvert outfall with riprap and less energy dissipation is required with this design. A subsurface drain is recommended to help control seepage at the toe of the reconstructed embankment. The area will then be backfilled with clean clay. The top of the box culvert upstream is suggested to be repaired.

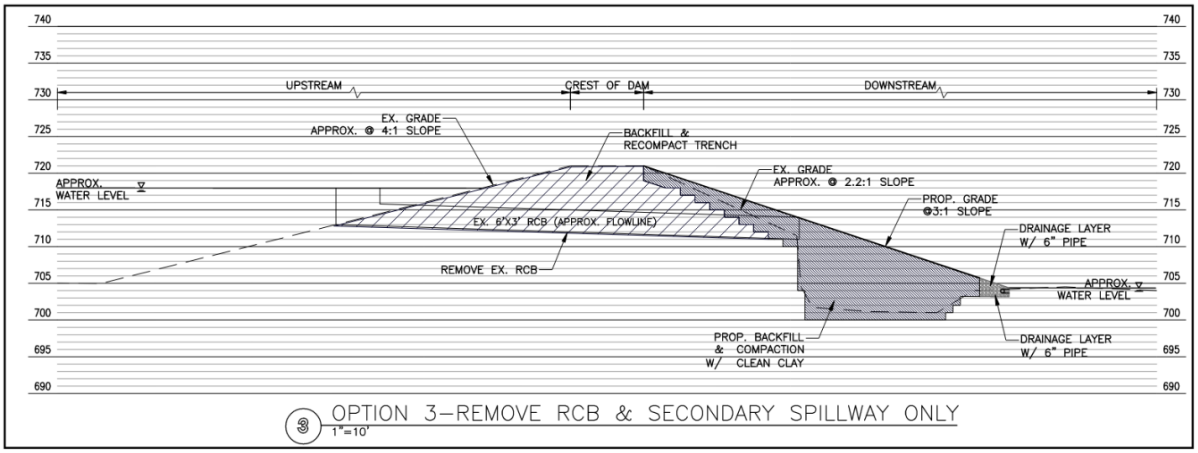
Option 2 benefits include:

- Providing a long-term solution to protect the downstream embankment and channel
- Keeps the 6'x3' box culvert outfall maintaining conveyance capacity
- Energy dissipation is controlled in the junction box allowing a more traditional culvert outfall at the base of the dam.

The cost for Option 2 is approximately $172,500.00, as detailed below.

Raymond Park Pond Assessment- Option 2					
ITEM	**DESCRIPTION**	**UNIT**	**Quantity**	**Unit Price**	**Total Cost**
1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
2	Erosion Control	LS	1	$ 3,000.00	$ 3,000.00
3	Clearing and Grubbing	SY	650	$ 10.00	$ 6,500.00
4	Hydromulch and Seeding + Temporary Irrigation	SY	650	$ 10.00	$ 6,500.00
5	Connect RCB to Junction Box	EA	2	$ 1,000.00	$ 2,000.00
6	6'x3' Box Culvert	LF	30	$ 700.00	$ 21,000.00
7	Safety End Treatment for 6'x3'	EA	1	$ 15,000.00	$ 15,000.00
8	Repair/ Reconstruct Inlet Top	EA	1	$ 2,000.00	$ 2,000.00
9	Junction Box	CY	1	$ 20,000.00	$ 20,000.00
10	Energy Dispitation Structure	CY	10	$ 650.00	$ 6,500.00
11	Backfill and Compaction W/ Clean Clay	CY	450	$ 60.00	$ 27,000.00
12	Drainage Layer	LF	60	$ 150.00	$ 9,000.00
13	Tree Removal	EA	6	$ 1,500.00	$ 9,000.00
OPTION 2 CONSTRUCTION COST					**$ 142,500.00**
CONSTRUCTION CONTIGENCY					**$ 30,000.00**
TOTAL					**$ 172,500.00**

Option 3: Remove RCB & Second Spillway Only



This option provides the lowest total cost by removing the entire existing 6'x3' culvert and outfall structure through the earth embankment. This would direct all emergency overflow through the service spillway to the north. The downstream slope will be backfilled, compacted and regraded to achieve a 3:1 slope.

Option 3 benefits include:

- Providing a long-term solution to protect the downstream embankment and channel
- Lowest estimated cost
- Pond outflows would no longer outfall on the downstream embankment

Option 3 however, reduces total conveyance capacity above the100 year floodplain. Additionally all flows, including the day-to-day low flows, would pass through the emergency/service spillway. The flood study showed the spillway can handle the 100-year flood, however the potential for day-to-day low flows to saturate the gabion lined service spillway may lead to further erosion at the edges or underneath the gabion mattress.

The cost for Option 3 is approximately $124,000.00 as detailed below.

Raymond Park Pond Assessment- Option 3					
ITEM	**DESCRIPTION**	**UNIT**	**Quantity**	**Unit Price**	**Total Cost**
1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
2	Erosion Control	LS	1	$ 3,000.00	$ 3,000.00
3	Clearing and Grubbing	SY	650	$ 10.00	$ 6,500.00
4	Hydromulch and Seeding + Temporary Irrigation	SY	650	$ 10.00	$ 6,500.00
5	Remove Ex. RCB	LF	60	$ 250.00	$ 15,000.00
6	Backfill and Compaction W/ Clean Clay	CY	450	$ 60.00	$ 27,000.00
7	Drainage Layer	LF	60	$ 150.00	$ 9,000.00
8	Trench for RCB Removal	LF	60	$ 50.00	$ 3,000.00
9	Tree Removal	EA	6	$ 1,500.00	$ 9,000.00
OPTION 2 CONSTRUCTION COST					**$ 94,000.00**
CONSTRUCTION CONTIGENCY					**$ 30,000.00**
TOTAL					**$ 124,000.00**

Conclusion

In summary, Walter P Moore confirmed the Raymond Park Pond earth embankment to be in a stable condition with a low margin of factor of safety above the minimum recommended factor of safety. Walter P Moore recommends making repairs to the structure as soon as possible given the potential for erosion and seepage conditions to change rapidly and further reduce the factor of safety. All three repair options provided in this assessment are good options for consideration. Option 2 provides the best long-term condition by containing the energy dissipation within the enclosed junction box and culvert structure and it maintains the same outflow conveyance capacity. With cost always being a significant factor, Option 3 provides the least cost approach but could lead to additional service spillway maintenance needs in the future. It should be noted, the above cost estimates are for construction cost only and do not include engineering design, testing and other services that may be required to complete the project. Given the relatively small total construction cost and the potential need for additional geotechnical and flood plain modeling services, professional design expenses will be higher than a customary percentage of construction cost and should be considered when developing a total project cost for these repairs. We are happy to have further discussions with the Town to explain the options and address any questions or comments regarding this assessment and recommendations.

Sincerely,

Walter P. Moore and Associates, Inc.

James C Dulac

James Dulac, P.E.
Senior Engineer

INTERIM REVIEW ONLY
Document Incomplete: Not intended for permit or construction.
Engineer: JAMES C. DULAC, P.E.
P.E. Serial No.: 87691
Date: 10/04/2024
Walter P. Moore and Associates, Inc.
TBPELS Firm Registration No. 1856

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WALTER P MOORE
FOR THE RAYMOND PARK POND DAM REPAIR PROJECT

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

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Raymond Park Pond Dam Repair Project**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant**. Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of one hundred ten thousand dollars ($101,000) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written

notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

Walter P Moore	Town of Prosper
Ernest L. Fields, Senior Principal	Mario Canizares, Town Manager
500 N Akard St, #2300	PO Box 307
Dallas, TX 75201	Prosper, TX 75078
EFields@walterpmoore.com	mcanizares@prospertx.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WALTER P MOORE	**TOWN OF PROSPER, TEXAS**
By:	By: _____
Signature	Signature
Ernest L. Fields	Mario Canizares
Printed Name	Printed Name
Senior Principal	Town Manager
Title	Title
11/18/2025	_____
Date	Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WALTER P MOORE
FOR THE RAYMOND PARK POND DAM REPAIR PROJECT

I. PROJECT DESCRIPTION

Raymond Park Pond Dam is an earthen dam, experiencing significant downstream erosion at the toe where much of the existing pond outfall structure has been damaged. Walter P Moore inspected the dam in the fall of 2024 and provided repair recommendations and corresponding cost estimates. It is our understanding that the Town has been monitoring the existing dam conditions while budgeting and programming to implement one repair option provided in the Raymond Park Pond Assessment report by Walter P Moore, dated October 11, 2024. The basis for this proposal is Repair Option 2 that will install a junction box within the earth embankment to lower the 6'x3' outfall culvert, repair and recompact the downstream side of the dam to a 3:1 (H:V) slope, extend the lowered 6'x3' culvert through the repaired slope and install energy dissipation measures at the toe of the repaired earthen embankment.

The existing Flood Study for Wilson Creek Tributary 15 prepared by Hydrolink Engineering on August 22, 2016 adequately modeled existing and proposed conditions of the Raymond Park Pond. Floodplain modeling updates are not considered necessary to design this repair. WPM will provide a separate scope and fee should any additional floodplain modeling be considered necessary.

II. TASK SUMMARY

Task 1 – Project Management and Client Coordination

Conduct kickoff meeting; manage efforts of internal design team and sub-consultants; quality assurance and control; prepare agendas, attend agreed upon meetings, prepare minutes; monthly status reports including updated schedule; agreed upon check-in coordination calls.

Task 2 – 60% Design Phase (Preliminary Design)

Deliverables for the 60% design: plan set and temporary erosion control plan; opinion of probable cost; and schedule.

a. General: Prepare Cover Sheet, Index, General Notes, Quantity Sheet(s) and Technical Specifications
b. Demolition Plans: Prepare demolition plans
c. Earthen Dam Repair Plans: Prepare earthen dam plan and profile drawings, junction box, outflow culvert, energy dissipation and necessary Storm Water Pollution Prevention Concept Plans or Temporary Erosion Control Plans in accordance with the Town of Prosper requirements.
d. Front end documents to be prepared by the Town. . Engineer shall prepare any special specifications for items that are not addressed in the NCTCOG Specifications, Town of Prosper General Construction Notes and Details or that need to be revised to accommodate project specific constraints.
e. Project Details: Engineer shall design details for any items not included in standard details.
f. Review reports, utility plans, as-builts, plats, existing easement information, and other features within the project area. Perform data collection to assess existing structure conditions.

g. Establish the Engineer's recommendations for extent of remediation.
h. Establish preliminary horizontal and vertical grading plan and sections. Design junction box and culvert outfall extension.
i. Establish design concepts for drainage and erosion prevention.
j. Submit one set of plans to the Town for review.
k. Attend one meeting at the Town to review and discuss the preliminary plan drawings and review comments.

Task 3 – 90% Design Phase (Pre-final Design)

Deliverable for the 90% design: plan set including plan, profile, drainage design and details temporary erosion control plan; front end and technical specs; comment log from 60% submittal; updated opinion of probable cost; updated schedule.

a. Provide standard details into the plans and prepare additional details or profiles as required.
b. Prepare technical specifications and bid schedule to be incorporated into the project manual by the Town for the earthen dam repairs.
c. Submit one set of plans and bid schedule and specifications to the Town for review.
d. Attend one meeting with the Town to review and discuss the 90% plan drawings and the Town's review comments.

Task 4 – 100% Design Phase (Final Design)

Prior to submitting sealed plans and bid book, submit check-set for Town to review. Deliverables for the 100% design: sealed plan set and bid book; comment log from 90% submittal; updated opinion of probable cost; updated schedule.

a. Revise the 90% bid documents to incorporate review comments provided by the Town and submit Bid Ready plans and bid schedule and specifications to the Town for final review and approval.

Task 5 – Record Drawings

a. Prepare construction 'record drawings' based upon markups and information provided by the construction contractor.

Special Services

1. Topographic Survey
    a. Engineer will contract with a surveyor for these services.
    b. Any entry issues and required correspondence shall be the responsibility of the Town.
    c. Perform a detailed topographic survey of the project area.
    d. Establish horizontal and vertical survey control points referencing a minimum of two monuments from the Town of Prosper (NAD 83 and NAVD 88) and include in the construction plans.
    e. Tie property lines and easements to the site.
    f. Verify horizontal and vertical locations of existing Town facilities on the site.
    g. Locate utility crossings, adjacent utilities, and other improvements within a limit of one hundred feet beyond the proposed improvements.
        i. Submit a utility locate request to the Town of Prosper and to Texas811. Marks set by the Town or Texas811 will be located and mapped. Identify which utilities must be protected or relocated.
        ii. Tie locations of exposed utilities to the local control network. When underground utilities are uncovered, tie locations to the local control network.
        iii. Locate, tie, and map visible improvements including but not limited to: top of bank, existing walls, structures, slabs, buildings, pavements, fences, trees 6" diameter and larger,

sidewalks, and utility appurtenances such as water valves, fire hydrants, manholes, etc., (within construction area) on the site.

iv. Provide digital plans for Town to distribute to local utility companies to obtain information regarding impacts to their facilities, if necessary.

v. Prepare AutoCAD survey file, submit to Town if requested.

2. Environmental Coordination
   a. Engineer will contract with an environmental consultant for these services.
   b. The proposed design for Raymond Pond Dam includes waters of the U.S. (WOTUS). It appears that potential discharges of fill material into WOTUS could be necessary because of this project. The U.S. Army Corps of Engineers (USACE) regulates discharges to WOTUS in accordance with Section 404 of the Clean Water Act.
   c. Walter P Moore will contract with VRX to provide the Town of Prosper with a Delineation of Water Features, Water Feature Delineation Reports, and Impact Assessment & Permitting Scenario Letter.
   d. Engineer will work with VRX to prepare the Preconstruction Notification for the project, including any necessary work to obtain the USACE Nationwide Permit. Engineer will assist with preparing exhibits and facilitating preparation of the same as necessary.

3. Bid Phase
   Town shall prepare invitation to bid and coordinate bidding process through bid opening including posting advertisement and issuing of addenda. Engineer shall:
   a. Assist the Town with pre-bid meeting. Meeting shall be led by the Town with agenda, sign-in sheet and paperwork prepared and provided by the Town.
   b. Assist the Town with the preparation of addenda and provide answers to bidder's questions and interpreting bid documents.
   c. Bid opening, tabulation of the bids, and evaluation of bidder references will be performed by the Town.
   d. Prepare and issue Conformed Documents, incorporating all addenda, to be used for contract execution.

4. Construction Phase
   Engineer shall:
   a. At a date and time selected by the Town, attend the pre-construction conference and assist the Town during the conference. The Town shall prepare an agenda for the conference, sign-in sheet and prepare and distribute minutes.
   b. Review request for information, submittals, and change orders when requested by the Town. Submittals will be reviewed by the Town first and when additional review is necessary will forward to Engineer. It is not expected that standard item submittals will be reviewed by Engineer.
   c. Assist Town with unforeseen site issues during construction regarding the plans/specifications.

Direct Expenses

For project-related travel expenses (such as mileage for site visits or meetings with the Town), fees, and out-of-pocket material expenses such as printing, postage, courier costs, etc., the charges will be billed as a direct expense and paid at cost. Mileage will be charged at the prevailing federal rate of reimbursement. No expenses will be charged for interoffice travel undertaken at the Engineer's discretion. Prior Town approval required.

III. DELIVERABLES

Task 1 - Project Management and Client Coordination	Agendas, minutes, and monthly status report updates including updated schedules
Task 2 – 60% Design Phase	One (1) PDF copy of the plan set One (1) PDF copy of the opinion of probable cost One (1) PDF copy of the updated schedule
Task 3 – 90% Design Phase (Pre-final Design)	One (1) PDF copy of the plan set One (1) PDF copy of the updated opinion of probable cost One (1) PDF copy of the updated schedule One (1) PDF copy of the comment log from 60% submittal One (1) PDF copy of technical specifications
Task 4 – 100% Design Phase (Final Design)	One (1) PDF copy check set prior to sealed submittal One (1) PDF copy of the sealed plans One (1) PDF copy of the sealed specifications One (1) PDF copy of the updated opinion of probably cost One (1) PDF copy of the updated schedule One (1) PDF copy of comment log from 90% submittal
Task 5 - Record Drawings	One (1) 22x34 bond copy of the record drawings One (1) 22x34 mylar copy of the record drawings One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WALTER P MOORE
FOR THE RAYMOND PARK POND DAM REPAIR PROJECT

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	November 2025	
Task 1 - Project Management and Client Coordination	March 2027	$7,500
Task 2 – 60% Design Phase	February 2026	$17,500
Task 3 – 90% Design Phase (Pre-final Design)	March2026	$13,000
Task 4 – 100% Design Phase (Final Design)	April 2026	$8,500
Task 5 – Record Drawings	March 2027	$1,500
Total Compensation		**$48,000**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Project Management and Client Coordination	$7,500
Task 2 – 60% Design Phase	$17,500
Task 3 – 90% Design Phase (Pre-final Design)	$13,000
Task 4 – 100% Design Phase (Final Design)	$8,500
Task 5 - Record Drawings	$1,500
Total Basic Services:	**$48,000**

Special Services (Hourly Not-to-Exceed)	Amount
Topographic Survey	$10,000
Environmental Coordination	$30,500
Bid Phase	$6,000
Construction Phase	$6,000
Total Special Services:	**$52,500**

Direct Expenses	Amount
Mileage, fees, printing, etc.	$500
Total Direct Expenses:	**$500**

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.

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

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

4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: $500,000 per occurrence /$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

   a. Premises / Operations

   b. Broad Form Contractual Liability

   c. Products and Completed Operations

   d. Personal Injury

   e. Broad Form Property Damage

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 each accident, $300,000 Disease- Policy Limit, and $100,000 Disease- Each Employee.

3. Automobile Liability: $500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

4. Professional Liability aka Errors and Omissions: $500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

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

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

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT D
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WALTER P MOORE
FOR THE RAYMOND PARK POND DAM REPAIR PROJECT

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

I, Ernest L. Fields, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of $25,000.00 or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed 10% of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least $25,000.00.

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.

_____ Other: _____.

X None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 11th day of November, 20 25.

Ernest L. Fields
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Ernest Fields and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 18th day of November, 2025.

KAMRYN GRACE BROWNLEE
Notary Public, State of Texas
Comm. Expires 10-21-2028
Notary ID 13514722-2

Kamryn R
Notary Public in and for the State of Texas

My Commission expires: 10-21-2028

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Walter P Moore

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

11/18/2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

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

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

Re: **Professional Engineering Services Agreement:**
US 380 30-inch Water Line and 8-inch Wastewater Line Relocation Project
(2615-WA) Freese and Nichols, Inc.

Town Council Meeting – November 25, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

---

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the US 380 30-inch Water Line and 8-inch Wastewater Line Relocation project, in the amount of $1,018,600.

Description of Agenda Item:

The project involves the replacement of approximately 9,100 linear feet of 30-inch water line and 3,100 linear feet of 8-inch wastewater line ahead of the Texas Department of Transportation (TxDOT) widening of US 380 (University Drive) between Coit Road and Custer Road (FM 2478) from a 6-lane asphalt road to an 8-lane highway with frontage roads. The Town facilities are adjacent to the existing right-of-way for most of the project limits. Since the proposed roadway widening project will be over the existing facilities, TxDOT is requiring they be relocated outside the limits of the new Right of Way by June 1, 2028. Once the design is complete, the Town will enter into a TxDOT Standard Utility Agreement that outlines the amount of reimbursement the Town will receive from TxDOT for this project.

The design will provide the construction plans necessary for the relocation of the existing water and wastewater lines to avoid conflicts and maintenance issues with the proposed 8-lane highway and frontage roads. Where feasible, the facilities will be relocated outside of the proposed new right-of-way limits of the roadway within new easements. If a new easement is not feasible, the facility will be located outside of the paving limits just inside the roadway right-of-way.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for water and wastewater engineering design. Freese and Nichols, Inc. is included on the approved list and has successfully completed the design of both water and wastewater projects for the Town.

Budget Impact:
The cost for the design is $1,018,600. A total of $1,800,000 is budgeted in the FY26 CIP in Account No. WA202615-DESGN-DESGN.

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. Professional Engineering Services Agreement
2. Location Map

Town Staff Recommendation:
Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the US 380 30-inch Water Line and 8-inch Wastewater Line Relocation project, in the amount of $1,018,600.

Proposed Motion:
I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the US 380 30-inch Water Line and 8-inch Wastewater Line Relocation project, in the amount of $1,018,600.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE US 380 30-inch WATER LINE AND 8-inch WASTEWATER LINE RELOCATION PROJECT (2615-WA)

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

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the US 380 Water and Wastewater Relocation **Project (2615-WA)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant**. Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of One Million Eighteen Thousand Six Hundred Dollars ($1,018,600) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

Freese and Nichols, Inc.	Town of Prosper
Clayton Barnard, P.E., Principal	Mario Canizares, Town Manager
6136 Frisco Square Blvd, Suite 375	PO Box 307
Frisco, TX 75034	Prosper, TX 75078
clayton.barnard@freese.com	mcanizares@prospertx.gov

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

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

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

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

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

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

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

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

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

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

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

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

FREESE AND NICHOLS, INC.	**TOWN OF PROSPER, TEXAS**
By: _____	By: _____
Signature	Signature
Clayton Barnard, PE	Mario Canizares
Printed Name	Printed Name
Principal/Vice President	Town Manager
Title	Title
November 5, 2025	
Date	Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE US 380 WATER LINE AND WASTEWATER LINE RELOCATION PROJECT (2615-WA)

I. PROJECT DESCRIPTION

The Texas Department of Transportation (TxDOT) is currently designing the expansion of US 380 between Coit Rd and Custer Rd. The Town has an existing 30-inch water line and 8-inch wastewater line in conflict with the proposed construction of the roadway. The water line is in conflict with the roadway expansion between Custer Rd and Coit Rd for approximately 9,100 feet, and the wastewater line is in conflict with the roadway expansion between Lakewood Dr and Coit Rd for approximately 3,100 feet. This project will relocate the both utilities north into a new easement north of TxDOT's right-of-way.

The project will require TxDOT coordination, a preliminary design that determines the alignment and final design that will include both preliminary and final design submittals. The project will continue through bid and construction phase services. This scope of services is based upon the preparation of one set of construction contract documents (plans and specifications) for the project.

II. TASK SUMMARY

GENERAL REQUIREMENTS - Consultant shall provide the following services throughout the project.

1. Manage and coordinate the efforts of all involved in the project, including internal design team, the sub-consultants, the Town Staff, and the franchise utilities. Provide oversight of the schedule during the survey, and engineering process, to attempt to maintain the Town's desired schedule.

2. Prepare monthly reporting including status report, recent activities, upcoming activities, schedule updates and scope changes. Prepare monthly invoices.

3. Coordination with the franchise utilities that are impacted by the proposed improvements. This scope is limited to utility crossings outside of TXDOT Right of Way. If the Town's utilities are relocated within TXDOT right of way then additional utility coordination will be required and can be added as an additional service.

BASIC SERVICES

A. TASK 1 – 30% DESIGN

1. Conduct one (1) meeting with Town to confirm the goals, schedule, and deliverables for the project.

2. Obtain and review all available data for the proposed water and wastewater line route.

3. Develop an alignment for the proposed water and wastewater line. Route will be selected to avoid or minimize impacts to areas that may cause schedule delays or higher costs due to environmental, permitting, easement, or engineering issues.

4. Conduct a field review of the project corridor to ensure avoidance or minimization of environmental, permitting, and engineering issues and determine presence of any additional constraints.

5. Attend Town's Utility coordination meeting to coordinate with franchise utilities that are impacted by the proposed improvements. Incorporate any proposed utility relocations into the water and wastewater line plans.

6. Prepare a conceptual layout consisting of a horizontal roll plot illustrating the proposed alignment of the 30-inch water line and 8-inch wastewater line. A pdf file of the roll plot will be submitted to the Town for review. The roll plot will utilize information provided by TxDOT, franchise utilities and topographical design survey. Survey to be completed in accordance with the Special Services.

7. Prepare a GIS exhibit showing the abandonment of the water and wastewater utility connections to the Prosper Plaza Development. The 12-inch water line and the 8-inch wastewater line are expected to remain under the 1,400-linear feet fire lane. No SUE or survey will be performed for this portion of the work.

8. Submit the Engineer's probable cost opinion for the recommended water line alignment and wastewater line alignment.

9. Meet with the Town of Prosper to review the recommended water line alignment and wastewater line alignment. Update the water line alignment and wastewater line alignment based on Town comments.

B. TASK 2 – 60% DESIGN – Upon approval of the 30% Design, CONSULTANT will proceed toward 60% Design as follows.

1. CONSULTANT will prepare a 60% design submittal using available TxDOT, Franchise Utility, Survey, and SUE data. The submittal will include electronic set of construction drawings, updated schedules and updated opinion of probable construction cost. These items will be submitted to the Town at the 60% submittal date. Specifications for the 60% submittal will include a specification table of contents. Typical sheets used in the project will be:

    a. Cover Sheet
    b. General Notes
    c. Project layout control
    d. Summary of Quantities

e. Plan and Profile sheets
f. Cathodic protection sheets
g. Details

2. Update the opinion of probable construction costs developed during the Preliminary Design Phase based on new information obtained during the 60% Design Phase.

3. Update the GIS exhibit showing the abandonment of the water and wastewater utility connections to the Prosper Plaza Development. The 12-inch water line and the 8-inch wastewater line are expected to remain under the 1,400-linear feet fire lane. No SUE or survey will be performed for this portion of the work.

4. Cathodic Protection – Provide 60% cathodic protection design and specifications. All design work will apply to new construction only.

5. Upon receipt of the Town's comments on the 60% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 60% plans.

C. TASK 3 – 90% AND FINAL DESIGN – Upon approval of the Preliminary Design, CONSULTANT will proceed toward 90% Design as follows.

1. CONSULTANT will prepare a 90% design submittal using available TxDOT, Franchise Utility, Survey, and SUE data. The submittal will include electronic set of construction drawings, updated schedules and updated opinion of probable construction cost. These items will be submitted to the Town at the 90% submittal date. Specifications for the 90% submittal will include the Town's front-end documents, technical specifications, and bid tab. Typical sheets used in the project will be:

a. Cover Sheet
h. General Notes
i. Project layout control
j. Summary of Quantities
k. Plan and Profile sheets
l. Cathodic protection sheets
m. Details

2. Update the opinion of probable construction costs developed during the Preliminary Design Phase based on new information obtained during the 90% Design Phase.

3. Update the GIS exhibit showing the abandonment of the water and wastewater utility connections to the Prosper Plaza Development. The 12-inch water line and the 8-inch wastewater line are expected to remain under the 1,400-linear feet fire lane. No SUE or survey will be performed for this portion of the work.

4. Cathodic Protection – Provide 90% and Final cathodic protection design and specifications. All design work will apply to new construction only.

5. Upon receipt of the Town's comments on the 90% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 90% plans.

6. Once the 90% comments have been received from the Town, CONSULTANT will prepare "final"

documents. Provide “final” plans, specifications, and bid item descriptions (Measurement & Basis for Payment specification) for construction contracts to complete this project and in accordance with the Town’s bidding procedures. Updated electronic set of construction drawings, technical specifications, bid item descriptions and opinion of probable construction costs will be provided to the OWNER during the bidding process. In addition, the submittal will include electronic copies of the construction drawings in pdf and dwg format.

D. TASK 4 - BID PHASE - Upon completion of the design services and approval of "Final" drawings and specifications by Town, Consultant will proceed with the performance of services in this phase as follows:

1. Assist Town by responding to questions and interpreting bid documents. Assist in issuing addenda to the bid documents to plan holders if necessary.

2. Attend a pre-bid conference for the construction project and coordinate responses with Town. Response to the pre-bid conference will be in the form of addenda issued after the conference, if necessary.

3. Provide updated plan sheets or technical specifications as needed based on addendums.

E. TASK 5 - CONSTRUCTION PHASE - Upon completion of the bid or negotiation phase services, Consultant will proceed with the performance of construction phase services as described below. Consultant will endeavor to protect the Town in providing these services. However, it is understood that Consultant does not guarantee the Contractor's performance, nor is Consultant responsible for supervision of the Contractor's operation and employees. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Consultant shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project.

1. Assist Town in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the project from information provided by the Construction Contractor.

2. Establish communication procedures with the Town and contractor.

3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor’s submittals and provide for filing and retrieval of project documentation. Review contractor’s submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. FNI specifications will be used for large diameter pipeline, cathodic protection, and appurtenances. FNI will lead the shop drawing reviews and coordinate with the Town for these submittals.

4. Based on Consultant’s observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that Consultant recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

5. Make one visit per month for 12 month construction duration to the project site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Consultant with endeavor to protect the Town

against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the Town. Visits to the site in excess of the specified number are an Additional Service.

6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

7. Interpret the drawings and specifications for the Town and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by the Town, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.

8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Town to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Town. Documentation of field orders, where cost to Town is not impacted, will also be prepared. Investigations, analyses, studies or design for substitution of equipment or materials, corrections or defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Town are an additional service. Substitutions of materials or equipment or design modifications requested by the Town are an Additional Service.

9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Town on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Town if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Consultant are an Additional Service.

10. Review and accept final cathodic protection installation and activation report.

11. Certain contractors means and methods to be approved by prove out test section as stated in technical specifications dependent upon selected pipe material.

12. Conduct, in company with Town's representative, a final review of the project for conformance with the design concept of the project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Town in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an Additional Service.

F. TASK 6 – RECORD DRAWINGS - Upon construction completion, FNI to revise the construction documents in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Consultant shall provide electronic files in PDF and a DWG copy of the Record Drawings to the Town in accordance with the Town’s spatial submission requirements.

SPECIAL SERVICES

A. TASK 7 - TxDOT COORDINATION:

1. Participate in informal meetings with Town of Prosper and TxDOT throughout the design phase to review progress and exchange ideas and information. Ten (10) virtual meetings are included within this scope. Additional meetings can be included as an additional service.

2. For Utility Installation Request (UIR):

    a. Prepare the TxDOT initial Utility Installation Request package. Provide Town with TxDOT submittal plans.
    b. Prepare one (1) "Final" SEALED set of documents to TxDOT that will be used for the utility authorization permit needed for construction within TxDOT right of way (different set of plans from the reimbursement package).

3. For the Standard Utility Agreement and Reimbursement Package:

    a. Prepare the TxDOT initial reimbursement package including one (1) color coded set of drawings per TxDOT requirements.
    b. Upon receipt of TxDOT comments on the initial reimbursement package, review meetings with TxDOT (Up to Ten (10) total meetings with TxDOT as indicated in Item 1 above.) will be held to discuss review comments and recommendations based on the initial reimbursement package.
    c. Once comments on initial reimburse package comments have been received from TxDOT, prepare the TxDOT final reimbursement package including one (1) "Final" SEALED drawings for the reimbursable package submittal to TxDOT, which will be color coded per TxDOT requirements.

4. Any additional submittals to TxDOT for the reimbursement package or the utility permit will be performed as an Additional Service. Any permit or application fees will be the responsibility of the OWNER.

5. This scope of services includes design for relocation the Town's utilities in a new Town easement. Design for relocation of the Town's utilities within TXDOT Right of Way can be included as an additional service.

B. TASK 8 – COLLIN COUNTY SWCD COORDINATION AND EASEMENT

1. Develop figures showing Collin County Soil and Water Conservation District (SWCD) Flood Pool Easement with the proposed pipeline alignment and easements. Develop technical memo describing the proposed design for the application package.

2. Prepare and submit District Easement Encroachment application package. Coordinate with SWCD to provide additional information as requested.

3. Participate in up to Four (4) virtual meetings with SWCD and Town of Prosper to discuss the project prior to submitting application and following application to discuss any review comments.

4. It is assumed the Town will coordinate an Indemnity Agreement for the SWCD if required.

C. TASK 9 - TOPOGRAPHICAL SURVEY - Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.

1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface using the Texas Department of Transportation grid to surface factor for Collin County (1.000152710). the vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B. Control Points will also be tied into the Town of Prosper Geodetic Control Network.

2. Gather topographical survey from the north-eastern edge of the TxDOT proposed right-of-way at the US 380 and Coit Rd intersection north 150 feet past the right-of-way line, from Coit Rd east for approximately 9,150-linear feet, to include pavement edges, curb and gutter, buildings driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.

3. Provide a digital design survey drawing in AutoCAD format showing visible surface features located, an ASCII point file and a copy of field notes and field sketches.

D. TASK 10 - EASEMENT DOCUMENTS: – Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform easement document services for the project. The following shall be provided.

1. Prepare up to fifteen (15) parcel exhibits with legal descriptions for permanent easements, signed and sealed by a Registered Professional Land Surveyor.
2. Prepare up to fifteen (15) parcel exhibits with legal descriptions for temporary easements, signed and sealed by a Registered Professional Land Surveyor.

E. TASK 11 - SUBSURFACE UTILITY ENGINEERING (SUE): - Consultant shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).

1. As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

    a. Quality Level D (QL "D") – Information derived from existing records.
    b. Quality Level C (QL"C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
    c. Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
    d. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive

vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

2. For this project, QL's "B" and "A" SUE, as previously defined, will be provided. The QL "B" will be north of the right-of-way US 380 for approximately 9,150-linear feet in a 150-linear feet wide corridor.

3. The QL "A" will consist of up to five (5) test holes, along the proposed water line and wastewater line alignment.

   Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

F. TASK 12 – ENVIRONMENTAL SERVICES: - Consultant will render the following environmental services in connection with the project. This scope assumes that the proposed water and wastewater line relocation can be designed to meet the terms and conditions of Nationwide Permit 58 Utility Line Activities for Water and Other Substances. General condition 18, Endangered Species requires a pre-construction notification (PCN) for activities that might have the potential to affect federally listed threatened and endangered species or species proposed for such listing. General condition 20, Historic Properties, requires a PCN for activities that might have the potential to affect historic properties. Based on a preliminary review of the project area, it appears that the proposed water and wastewater line relocation activities could trigger a PCN under these general conditions. The following describes the tasks required to complete the PCN.

   1. Review Existing Information - Consultant will compile readily available existing information and prepare maps of the proposed project area in preparation for a pedestrian survey. The types of information that will be gathered will include, but is not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the proposed project area.

   2. Conduct Pedestrian Survey - Consultant will conduct a pedestrian survey of the proposed project area to make observations of existing environmental conditions, identify types and locations of potential waters of the U.S., conduct a Texas Rapid Assessment Method (TXRAM) 2.0 evaluation, and assess potential federally listed threatened and endangered species habitats.

   3. Pre-Application Meeting with USACE - Consultant will prepare a request for a pre-application meeting with the USACE. The request will include the USACE Fort Worth District's pre-application meeting request form, the USACE project data entry form, and supporting information such as maps, photos, threatened and endangered species information, cultural resources information, and conceptual design drawings. Consultant will coordinate and attend the pre-application meeting with the USACE and prepare meeting documentation. This scope assumes that the pre-application meeting will be held using the USACE's preferred virtual platform.

   4. Prepare Delineation Report - Consultant will prepare a Delineation Report in accordance with USACE guidance to document the delineated features for USACE verification. The Delineation Report will include data forms, maps, and photos. The Delineation Report will be prepared based on a preliminary

jurisdictional determination (PJD) which assumes that all water features are potentially jurisdictional. If the Town wants an official jurisdictional determination from the USACE that excludes specific waters from USACE jurisdiction then this would require an approved jurisdictional determination (AJD) request. An AJD request can be provided as an additional service.

5. Cultural Resources Coordination - Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards or will occur in a historic district or other designated historic site; or will affect a recorded archeological site require advance consultation with the Texas Historical Commission (THC), according to Section 191.0525 (d) of the Antiquities Code of Texas (TAC). Additionally, in accordance with NWP General Condition 20, Historic Properties, the USACE must consider the effects of activities requiring the issuance of a permit that may have the potential to effect properties listed in or eligible for the National Register of Historic Places, including archeological sites, in order to comply with Section 106 of the National Historic Preservation Act. The Town is a subdivision of the State of Texas and therefore, the proposed project is subject to the TAC. Also, since the proposed project will require a Clean Water Act Section 404 permit, Section 106 of the NHPA applies. Consultant will subcontract with a cultural resources firm to conduct the cultural resources survey, coordinate with the firm, review the cultural resources reports, and participate in up to two coordination meetings with the USACE's archeologist and THC.

6. Prepare Nationwide Permit Preconstruction Notification - Consultant will prepare the draft PCN in accordance with the requirements of NWP General Condition 32. The draft PCN will be prepared for the Town's review and comment and will include the Delineation Report, PCN form, TXRAM information, Federally listed Threatened and Endangered Species information, Cultural Resources information, and the required supporting documentation and engineering drawings provided by the design build team depicting and quantifying the proposed impacts to waters of the U.S. The final PCN will be prepared by incorporating the Town's comments and will be submitted to the USACE Fort Worth District.

   The USACE requires compensatory mitigation for activities that exceed 1/10 acre of loss to wetland or open water and 0.03 acre of stream bed at each single and complete crossing. If the USACE requires mitigation, Consultant can provide a conceptual mitigation plan and coordinate with the Town's preferred mitigation bank regarding the purchase of mitigation bank credits to offset the loss of waters of the U.S.as an additional service.

7. Consultant will address up to two rounds of USACE comments/requests for additional information or clarification. Additional requests by the USACE for site visits, preparation of a compensatory mitigation plan, consultation with other resource agencies, or excessive requests for additional information resulting in expenditures beyond Consultant's project budget will be considered additional services.

G. TASK 13 – ARCHEOLOGICAL SERVICES: - Consultant will render the following archeological services in connection with the project. This scope assumes excavating 64 shovel tests and four (4) backhoe trenches, that at least one archeological site will be recorded by Acacia, and Rights of Entry to the project area will be obtained by the client prior to survey. Formal NRHP eligibility testing or mitigation is not included in this scope.

1. Acacia assumes that the USACE and THC will require a survey of the proposed project area. Therefore, Acacia will prepare an ACT Permit application and, if there is a USACE project number, will initiate coordination with the USACE. In a single mobilization, Acacia will conduct an intensive archeological survey of the 1.7-mile-long project area through shovel testing and, if required by USACE or THC, limited backhoe trenching near Rutherford Branch.

2. For linear projects, the Council of Texas Archeologists (CTA) minimum standards recommend 16 shovel tests per linear mile for every 100 ft of width or fraction thereof. Backhoe trenches can be substituted at a 1:2 ratio for shovel tests. Therefore, the 150 ft wide project area will require two transects of shovel testing. Acacia estimates excavating 64 shovel tests for this project. Additional tests may be required to delineate archeological sites if present. Should trenching be required, Acacia proposes excavating up to four trenches where the line crosses Rutherford Branch and a smaller unnamed drainage. Acacia anticipates documenting one new archeological site.

3. All subsurface tests will meet CTA standards for size, depth, and documentation. These will be recorded with a handheld GPS device, notes will be recorded on standardized forms, and all tests will be backfilled and compacted after documentation. Acacia proposes a limited collection strategy; only diagnostic materials may be collected for additional analysis and curation.

4. Upon completion of fieldwork, Acacia will prepare TexSite forms for any newly documented sites. We will also prepare a report that summarizes background data, previous investigations, as well as the results of the current investigation and our recommendations with respect to regulatory requirements. The report will be electronically submitted to the client for review, after which it will be sent to the USACE and THC for concurrence. Once approved, Acacia will submit a final report and curate project records and any collected cultural material at a certified facility.

H. TASK 14 – GEOTECHNICAL SERVICES: - Consultant will render the following geotechnical services in connection with the project.

1. Select and mark up to 8 boring locations and notify Texas 811 and Town departments to request location and marking of existing underground utilities prior to the field exploration.

    a. It is anticipated the borings will be drilled within the pipe easement but not on pavement.
    b. Subcontract with a geotechnical drilling contractor to drill up to 8 borings ranging in depth from 15 to 35 feet. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Rock and rock-like materials will be cored or tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material.
    c. At completion, the boreholes will be backfilled with auger cuttings.

2. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

3. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.

4. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:

    a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
    b. Moisture content
    c. Dry unit weight
    d. Unconfined compressive strength

e. Water soluble sulfates (ASTM D4327)
f. Water soluble chlorides (ASTM D4327)
g. pH of soil
h. Electrical Resistivity (as received and saturated – ASTM G57

5. Prepare a geotechnical data report summarizing the investigation and data to include:

    a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
    b. General discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design including anticipated subsurface conditions at trenchless crossings.

6. Submittals will include an electronic PDF copy of the Geotechnical Data Report.

I. TASK 15 - EASEMENT ACQUISITION SERVICES: - Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a land acquisition firm to perform the easement acquisition services for this project. The following shall be provided.

1. Pre-Acquisition / Right of Entry Services (15 Parcels)

    a. Research preliminary ownership and county tax information.
    b. Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations, and environmental services with an approved Right of Entry template provided by Client.
    c. Mail out Right of Entry letters and forms as approved by Client.
    d. Provide signed copies Right of Entry to Client.
    e. Coordinate with Client and Client's legal team to review and revise the standard Right of Entry form if changes are requested by landowner and/or their attorney.

2. Title Services (15 Parcels)

    a. Secure and review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
    b. Perform title curative services as needed.
    c. Witness and notarize all closing documents necessary to obtain easement rights.
    d. Record all original instruments immediately after closing at the respective County Clerk’s Office.

3. Appraisal Services (15 Parcels)

    a. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
    b. Contact property owners or their designated representative to offer an opportunity to accompany the appraiser on the appraiser’s inspection of subject property. Maintain record of contact in file.
    c. Finalize complete appraisal report for each parcel. These reports shall conform to the Client’s policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
    d. All completed appraisals will be administratively reviewed and approved by the Client.
    e. Appraisal fee could be adjusted based on complexity of evaluation.

4. Negotiation Services (15 Parcels)

    a. Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
    b. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens or waiver of lienholders. If 7Arrows staff cannot cure title through standard practices, the Client will be responsible for obtaining legal counsel to remedy any title deficiencies necessary, as determined by Client staff).
    c. Prepare the initial offer letter and any other documents required or requested by the Client in an acceptable form (Offer Letter, Purchase Contract, Instruments of Conveyance).
    d. Mail the Client approved Initial Offer Letters including the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
    e. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for closing.
    f. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
    g. Respond to property owner inquiries verbally and/or in writing within two business days.
    h. Prepare a separate negotiator contact report for each parcel file for each contact.
    i. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
    j. Present counteroffers in a form as directed by the Client. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
    k. Prepare second and final offer letter as necessary by CMRRR.

5. Acquisition/Closing Services (15 Parcels)

    a. Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
    b. Transport any documents to the Client and landowner for signatures.
    c. Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
    d. Review Title Policy and provide to Client for permanent storage.

6. Project Administration (15 Parcels)

    a. Maintain current status reports of all parcel and project activities through Smartsheets.
    b. Provide bi-weekly update reports to FNI.
    c. Participate or lead project right-of-way review meetings as requested, charged on a per hour basis.
    d. Provide schedule or areas of work indicating anticipated start and end dates
    e. Copy designated Town of Prosper or FNI representative on all property owner correspondence, as requested.
    f. Maintain copies of all correspondence and contacts with property owners.
    g. Update database with current status information and documentation.

ADDITIONAL SERVICES: Additional Services to be performed by Consultant, if authorized by the Town, which are not included in the above described scope of services, are described as follows:

A. Relocation of the water or wastewater line within TXDOT Right of Way including additional coordination with TXDOT and franchise utilities.

B. Field layouts or the furnishing of construction line and grade surveys.

C. Additional requests by the USACE for site visits, preparation of a compensatory mitigation plan, consultation with other resource agencies, or excessive requests for additional information resulting in expenditures beyond Consultant's project budget.

D. An approved jurisdictional determination (AJD) request for Waters of the US.

E. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.

F. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the Town.

G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

H. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

I. Preparing Operation and Maintenance Manuals or conducting operator training.

J. Assisting the Town in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

K. Performing investigations, studies, and analysis of substitutions of equipment and/or materials or deviations from the drawings and specifications.

L. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.

M. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.

N. Services required to resolve bid protests or to rebid the projects for any reason.

O. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.

P. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

Q. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of Consultant.

R. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.

S. Provide follow-up professional services during Contractor's warranty period.

T. Furnishing the services of a Resident Project Representative to act as the Town's on-site representative during the Construction Phase.

U. Detailed settlement studies or other engineering issues resulting from soft soil conditions or other unexpected site conditions.

V. Condemnation support services.

W. Visiting the site to review completed work in excess of two trips.

III. DELIVERABLES

Task 1– 30% Design	Provide 30% design plans for the water and wastewater line relocations.
Task 2 – 60% Design	Provide 60% design plans and specifications for the water and wastewater line relocations.
Task 3 – 90% and Final Design	Provide 90% and final design plans and specifications for the water and wastewater line relocations.
Task 4 – Bid Phase	Assist the Town in securing bids and issuing construction plans and specifications for the design of the project.
Task 5 – Construction Phase	Provide limited general construction representative services throughout the construction of the project.
Task 6 – Record Drawings	Provide PDF and DWG Record Drawings once work has been completed.
Task 7 – TxDOT Coordination	Provide the Utility Installation Request (UIR) and the Standard Utility Agreement necessary for TxDOT reimbursement
Task 8 – Collin County SWCD Coordination and Easement	Provide a technical memo and figures showing the easement with the proposed pipeline alignment and easements
Task 9 – Topographical Survey	AutoCAD file with horizontal and vertical control points, property lines, existing easements, existing utilities and 1-foot contours.
Task 10 – Easement Documents	Exhibits and legal descriptions for the proposed permanent and temporary easements for the pipeline.
Task 11 – Subsurface Utility Engineering (SUE)	AutoCAD file with horizontal locations of Level B locations and vertical elevation of Level A locations.
Task 12 – Environmental Services	Provide a preconstruction notification (PCN) to satisfy USACE requirements.
Task 13 – Archeological Services	Provide an ACT permit and TexSite forms of any newly discovered archeological sites.
Task 14 – Geotechnical Services	Provide a geotechnical data report.
Task 15 – Easement Acquisition Services	Provide right-of-entry and closing documents for the impacted parcels.

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR US 380 WATER LINE AND WASTEWATER LINE RELOCATION PROJECT (2615-WA)

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	November 2025	
Task 1 - 30% Design	March 2026	$130,800
Task 2 - 60% Design	June 2026	$128,700
Task 3 - 90% and Final Design	November 2026	$92,200
Task 4 - Bid Phase	March 2027	$19,700
Task 5 - Construction Phase	March 2028	$68,300
Task 6 - Record Drawings	March 2028	$14,800
Task 7 - TxDOT Coordination	June 2028	$57,000
Task 8 - Collin County SWCD Coordination and Easement	June 2026	$24,600
Task 9 - Topographical Survey	January 2026	$74,100
Task 10 - Easement Documents	May 2026	$55,000
Task 11 - Subsurface Utility Engineering (SUE)	May 2026	$28,600
Task 12 - Environmental Services	November 2026	$43,800
Task 13 - Archeological Services	November 2026	$26,000
Task 14 - Geotechnical Services	November 2026	$41,400
Task 15 - Easement Acquisition Services	December 2026	$213,600
Total Compensation		**$1,018,600**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - 30% Design	$130,800
Task 2 - 60% Design	$128,700
Task 3 - 90% and Final Design	$92,200
Task 4 - Bid Phase	$19,700
Task 5 - Construction Phase	$68,300
Task 6 - Record Drawings	$14,800
Total Basic Services:	**$454,500**

Special Services (Hourly Not-to-Exceed)	Amount
Task 7 - TxDOT Coordination	$57,000
Task 8 - Collin County SWCD Coordination and Easement	$24,600
Task 9 - Topographical Survey	$74,100
Task 10 - Easement Documents	$55,000
Task 11 - Subsurface Utility Engineering (SUE)	$28,600
Task 12 - Environmental Services	$43,800
Task 13 - Archeological Services	$26,000
Task 14 - Geotechnical Services	$41,400
Task 15 - Easement Acquisition Services	213,600
Total Special Services:	**$564,100**

Direct Expenses	Amount
None	$0
Total Direct Expenses:	**$0**

EXHIBIT C

COMPENSATION/PRICING SCHEDULE

COMPENSATION ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Four Hundred Fifty Four Thousand Five Hundred Dollars ($454,500).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Five Hundred Sixty Four Thousand One Hundred Dollars ($564,100).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	107	206
Professional 2	125	213
Professional 3	155	327
Professional 4	169	393
Professional 5	224	408
Professional 6	254	478
Construction Manager 1	118	180
Construction Manager 2	133	217
Construction Manager 3	173	224
Construction Manager 4	184	279
Construction Manager 5	224	342
Construction Manager 6	301	408
Construction Representative 1	96	118
Construction Representative 2	107	136
Construction Representative 3	114	206
Construction Representative 4	147	217
CAD Technician/Designer 1	78	140
CAD Technician/Designer 2	111	221
CAD Technician/Designer 3	147	261
Corporate Project Support 1	81	180
Corporate Project Support 2	89	265
Corporate Project Support 3	111	382
Intern / Coop	59	107

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day)	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

367022025

EXHIBIT D
INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.

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

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

4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: $500,000 per occurrence /$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

   a. Premises / Operations

   b. Broad Form Contractual Liability

   c. Products and Completed Operations

   d. Personal Injury

   e. Broad Form Property Damage

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 each accident, $300,000 Disease- Policy Limit, and $100,000 Disease- Each Employee.

3. Automobile Liability: $500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

4. Professional Liability aka Errors and Omissions: $500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

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

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

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE US 380 WATER LINE AND WASTEWATER LINE RELOCATION PROJECT (2615-WA)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, Clayton Barnard, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

____ Ownership of 10% or more of the voting shares of the business entity.

____ Ownership of $25,000.00 or more of the fair market value of the business entity.

____ Funds received from the business entity exceed 10% of my income for the previous year.

____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least $25,000.00.

____ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.

____ Other: _____.

X None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 5th day of November, 2025.

Clayton Barnard, Principal/Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Clayton Barnard and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 5th day of November, 2025.

YVONNE MURDOCH
NOTARY PUBLIC
ID# 134334843
State of Texas
Comm. Exp. 05-01-2027

Y Murdoch
Notary Public in and for the State of Texas

My Commission expires: 5-1-2027

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Clayton C Barnard

Signature of vendor doing business with the governmental entity

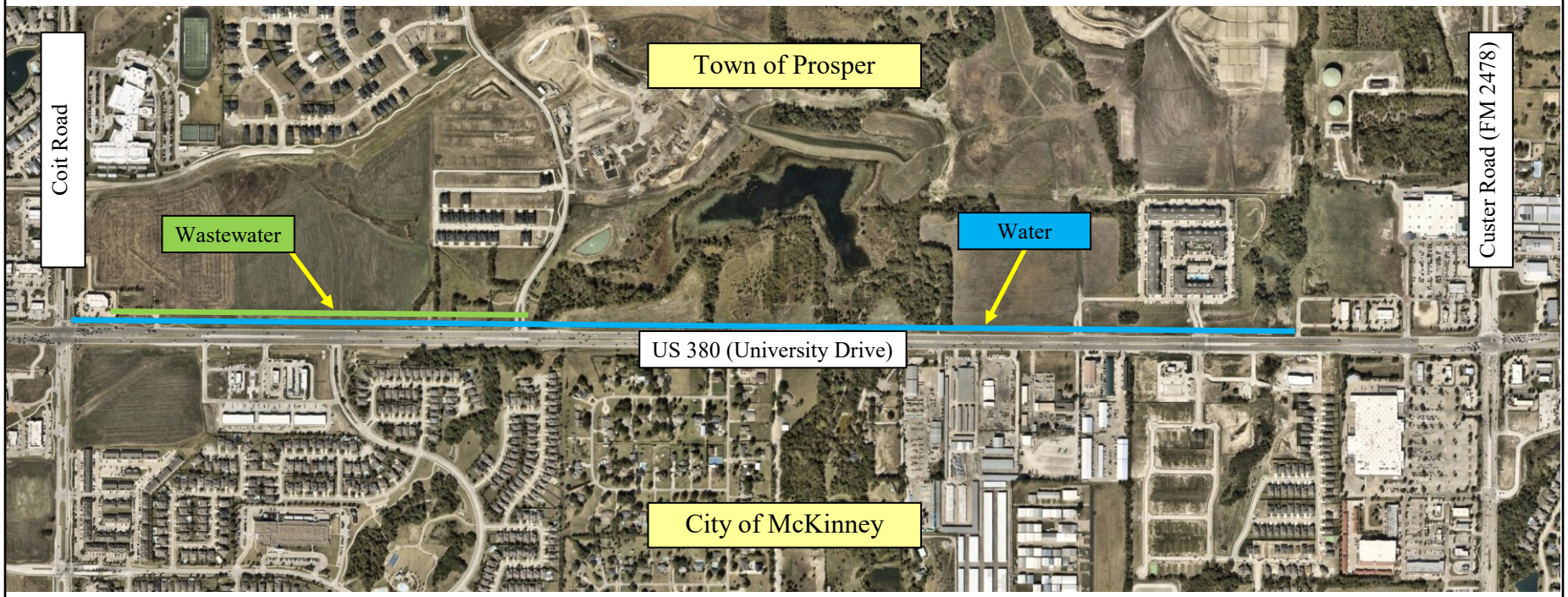
November 5, 2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

LOCATION MAP

US 380 30-inch Water Line and 8-inch Wastewater Line
Relocation Project (2615-WA)



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: **Notice of Appeals**

Town Council Meeting – November 25, 2025

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

---

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

Description of Agenda Item:
Attached are the Preliminary Site Plan and Site Plans that were acted on by the Planning & Zoning Commission on November 4, 2025.

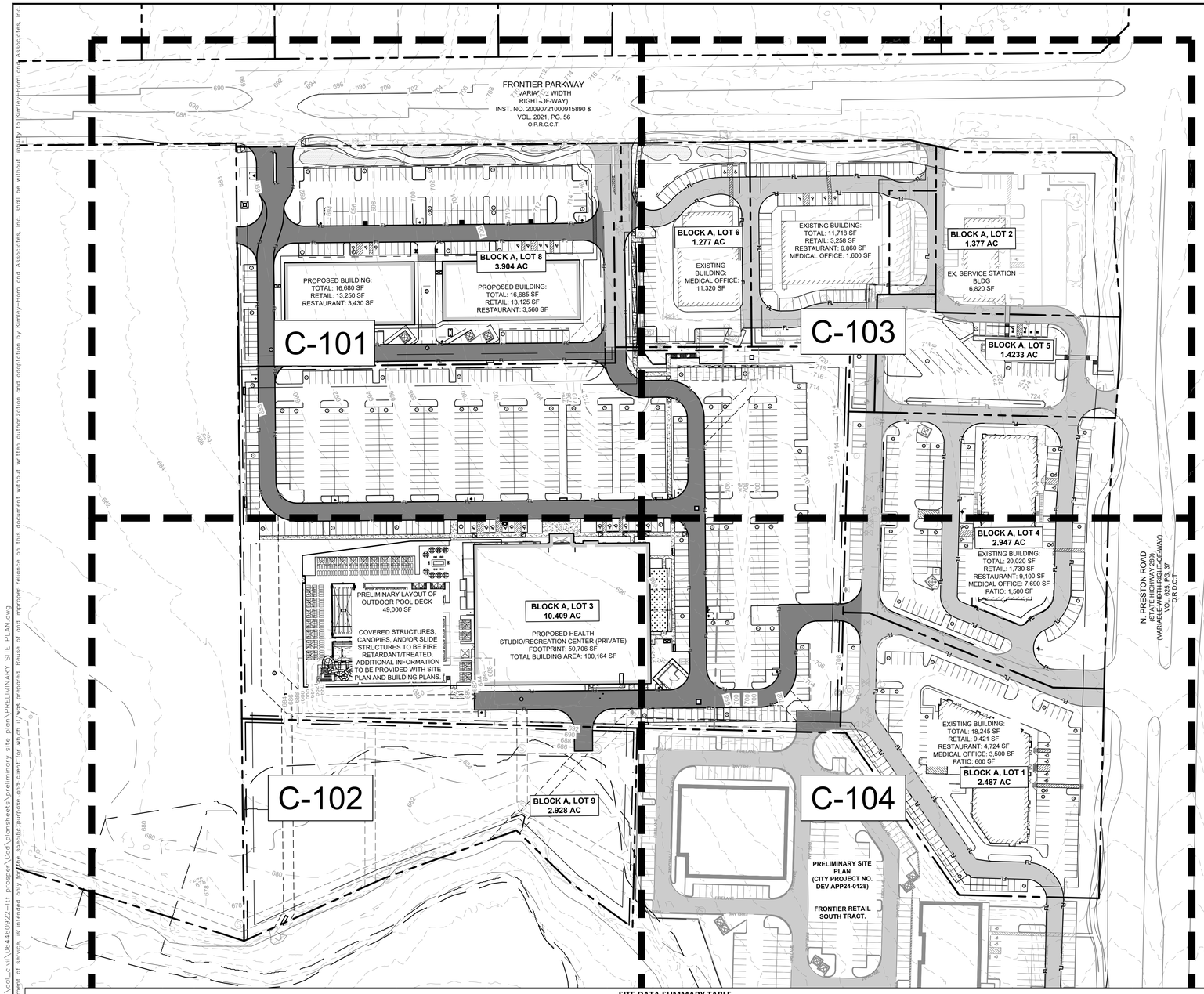
Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

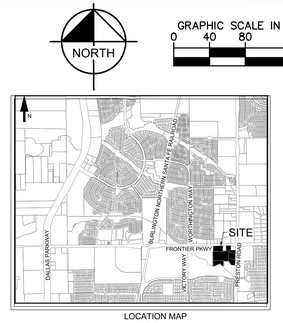
Budget Impact:
There is no budgetary impact affiliated with this item.

Attached Documents:
1. DEVAPP-25-0014 – Victory at Frontier, Block A, Lots 1 and 3-9 (Approved 6-0)
2. DEVAPP-25-0080 – Victory at Frontier, Block A, Lots 1R, 3, 4R, 6, and 9 (Approved 6-0)
3. DEVAPP-25-0058 – Teel 380 Addition, Block A, Lots 1B, 2, 4, 5, and 9 (Approved 6-0)
4. PowerPoint Slides

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

Proposed Motion:
N/A





LOCATION MAP
N.T.S.

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

SITE DATA SUMMARY TABLE

LOT	ZONING	USE	LOT SIZE SQ. FT.	LOT SIZE ACRES	BUILDING FOOTPRINT (GROSS SQ. FT.)	BUILDING AREA (GROSS SQ. FT.)	MAX BLDG HEIGHT (FT. - # ST.)	LOT COVERAGE (%)	FLOOR AREA RATIO X.XX:1	PARKING REQUIRED RATIO	PARKING REQ. (INCL. ADA)	PARKING PROV. (INCL. ADA)	PARKING REQ. ADA	PARKING PROV. ADA	PARKING LOT LANDSCAPING REQ. (15 SF PER PARKING SPACE)	PARKING LOT LANDSCAPING PROVIDED (SF)	OPEN SPACE REQ. (SF) (7% OF SITE AREA)	OPEN SPACE PROV. (SF)	LANDSCAPE AREA REQ. (SF) (10% OF SITE AREA)	LANDSCAPE AREA PROV. (SF)	TOTAL IMPERVIOUS (SQ.FT)
1	PD-10	EX. RETAIL / RESTAURANT / MEDICAL OFFICE	108,322	2.487	TOTAL: 18,245 RETAIL: 9,421 RESTAURANT: 4,724 MEDICAL OFFICE: 3,500 PATIO: 600	18,245	26' - 1 STORY	16.8%	0.17	1 SPACE / 250 SF (RETAIL) 1 SPACE / 100 SF (RESTAURANT) 1 SPACE / 250 SF (MEDICAL OFFICE) 1 SPACE / 200 SF (PATIO)	TOTAL: 103 RETAIL: 38 RESTAURANT: 48 MEDICAL OFFICE: 14 PATIO: 3	120	5	6	1,920	3,460	7,540	7,620	10,832	9,791	90,911
3	PD-10	HEALTH STUDIO/ RECREATION CENTER (PRIVATE)	543,426	10.409	50,706	100,164	51' - 2 STORY	9.3%	0.18	1 SPACE/ 200 SF (HEALTH STUDIO)	501	583	12	12	8,745	23,405	38,040	56,942	54,343	49,360	435,935
4	PD-10	EX. RETAIL / RESTAURANT / MEDICAL OFFICE	128,390	2.947	TOTAL: 20,020 RETAIL: 1,730 RESTAURANT: 9,100 MEDICAL OFFICE: 7,690 PATIO: 1,500	20,020	26' - 1 STORY	15.6%	0.16	1 SPACE / 250 SF (RETAIL) 1 SPACE / 100 SF (RESTAURANT) 1 SPACE / 250 SF (MEDICAL OFFICE) 1 SPACE / 200 SF (PATIO)	TOTAL: 137 RETAIL: 7 RESTAURANT: 91 MEDICAL OFFICE: 31 PATIO: 8	148	6	6	2,310	6,850	8,990	9,375	12,839	39,855	79,160
5	PD-10	PARKING	62,000	1.423	0	0	0	0.0%	0.00	N/A	0	32	2	2	480	1,865	4,340	5,651	6,200	6,620	39,506
6	PD-10	MEDICAL OFFICE	55,628	1.277	11,230	11,230	26' - 1 STORY	21.0%	0.209	1 SPACE / 250 SF (MEDICAL OFFICE)	MEDICAL OFFICE: 45	33	2	2	675	2,862	3,572	3,676	765	2,862	44,245
7	PD-10	EX. RETAIL / RESTAURANT / MEDICAL OFFICE	64,725	1.486	TOTAL: 11,718 RETAIL: 3,258 RESTAURANT: 6,860 MEDICAL OFFICE: 1,600	11,718	26' - 1 STORY	18.1%	0.18	1 SPACE / 250 SF (RETAIL) 1 SPACE / 100 SF (RESTAURANT) 1 SPACE / 250 SF (MEDICAL OFFICE)	TOTAL: 90 RETAIL: 14 RESTAURANT: 69 MEDICAL OFFICE: 7	80	4	4	1,200	2,056	4,531	4,869	6,473	15,514	49,144
8	PD-10	RETAIL / RESTAURANT	170,061	3.904	TOTAL: 33,365 RETAIL: 26,375 RESTAURANT: 6,990	33,365	26' - 1 STORY	19.6%	0.20	1 SPACE / 250 SF (RETAIL) 1 SPACE / 100 SF (RESTAURANT)	TOTAL: 177 RETAIL: 106 RESTAURANT: 71	178	6	8	2,670	4,187	11,904	12,541	17,006	21,102	141,724
9	PD-10	OPEN SPACE (FLOODPLAIN)	127,532	2.928	NA	NA	NA	0.0%	0.00	N/A	0	0	0	0	0	0	8,927	24,460	12,753	101,075	0

SITE DATA TABLE NOTES

1. LOT AREAS FOR LOT 1 AND 4 ARE PER THE FINAL PLAT
2. LOT AREA FOR LOT 5 AND 7 ARE BASED ON THE FINAL CONFIGURATION
3. PARKING LOT LANDSCAPING, OPEN SPACE, AND IMPERVIOUS AREA IS BASED ON THE LATEST APPROVED SITE PLAN FOR LOT 1 AND 4
3. PARKING LOT LANDSCAPING, OPEN SPACE, AND IMPERVIOUS AREA IS BASED ON THE LATEST SITE PLAN D22-0093 FOR LOT 1 AND 4
4. PARKING CALCULATIONS ARE BASED ON THE LATEST TENANT INFORMATION
5. 12 PARKING SPACES ON LOT 3 WILL SERVE AS DEDICATED PARKING FOR LOT 6 PER PARKING AGREEMENT

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

REVISED PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 6, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 14, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC -A-FELLA LLC, LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-9555
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

No.	REVISIONS	DATE
B		

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/14/2025

KHA PROJECT 064460922
DATE OCTOBER 2025
SCALE AS SHOWN
DESIGNED BY PRS
DRAWN BY PRS
CHECKED BY NMH

LIFE TIME®
HEALTHY WAY OF LIFE

OVERALL PRELIMINARY SITE PLAN
PROSPER TEXAS

SHEET NUMBER
C-100

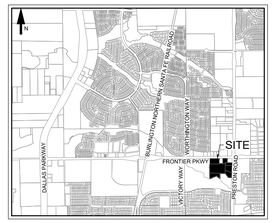
Posted By VanZee, Will Date: October 13, 2025 05:26:56pm File Path:K:\Dal_civil\064460922-Ht prosper\Cad\planSheets\preliminary site plan\PRELIMINARY SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

FRONTIER PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)
INST. NO. 20090721000915890 & VOL. 2021, PG. 56
O.P.R.C.C.T.

PROP. LEFT TURN LANE
63.9' EX. MEDIAN OPENING
62.5' EX. MEDIAN OPENING
432.0'
181.6'
250'
33.5'
11.0'
110.0' TRANSITION
80.0' STORAGE
301.9'
99.5' EX. TRANSITION
120.8' EX. STORAGE
STREET EASEMENT INST. NO. 20230000084527 O.P.R.C.C.T.
30' LANDSCAPE AND PEDESTRIAN ACCESS EASEMENT
10' WATER EASEMENT INST. NO. 20080623000754670 O.P.R.C.C.T.
EX. DECELERATION LANE
EXISTING RIGHT TURN LANE
30' RIGHT OF WAY DEDICATION VOL. 2018, PG. 699 P.R.C.C.T.
PROP. 10' HIKE AND BIKE TRAIL
EX. FH
PROP. BFR
PROP. BERM
EX. CURB INLET
PROP. STREET EASEMENT (BY SEPARATE INSTRUMENT)
PROP. DECELERATION LANE
81.2'
52.0' F.A.U.D.E.
2' OVERHANG
30' FRONT YARD SETBACK
10.0' (TYP.)
PROP. 6' SIDEWALK
PROP. SIDEWALK
WATER EASEMENT INST. NO. 20230000084524 O.P.R.C.C.T.
PROP. PARKING
PROP. STRIPING
5' LANDSCAPE SETBACK
15' SIDEYARD SETBACK
PROP. 10'x10' WATER EASEMENT
PROP. GRATE INLET
PROP. FDC W/ BOLLARDS
FIRELANE ACCESS EASEMENT INST. NO. 20230000084528 O.P.R.C.C.T.
OPEN SPACE
PROP. WYE INLET
PROP. 24' F.A.D.U.E FOR FUTURE CONNECTION
PROP. END OF RETAINING WALL
15' SIDE YARD SETBACK
PROP. ADA STALL
PROP. 7' SIDEWALK
PROP. WATER METER
PROP. RAMP
30.0' F.A.D.U.E.
PROPOSED BUILDING: TOTAL: 16,680 SF RETAIL: 13,250 SF RESTAURANT: 3,430 SF
BLOCK A, LOT 8
3.904 AC
PROPOSED BUILDING: TOTAL: 16,685 SF RETAIL: 13,125 SF RESTAURANT: 3,560 SF
WATER EASEMENT INST. NO. 20230000084525 O.P.R.C.C.T.
PROP. SSWR MH
15' SANITARY SEWER EASEMENT
5' LANDSCAPE BUFFER
PROP. 8' MASONRY DUMPSTER
PROP. 5' SIDEWALK
PROP. RETAINING WALL
1000-GALLON GREASE TRAP
15' REAR YARD SETBACK
PROP. CURB INLET
30' BUILDING SETBACK
PROP. PROPERTY LINE
FIRELANE ACCESS EASEMENT INST. NO. 20230000084529 O.P.R.C.C.T. (TO BE ABANDONED)
BLOCK A, LOT 3
10.409 AC
PROP. 10'x10' WATER EASEMENT
PROP. FH
15' WATER EASEMENT
FH
28.0' F.A.D.U.E.
MATCHLINE: SEE SHEET C-102
MATCHLINE: SEE SHEET C-103

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60



LOCATION MAP
N.T.S.

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

REVISED PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 6, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 14, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC -A-FELLA LLC, LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-9555
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

No.	REVISIONS	DATE
B		

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
WWW.KIMLEY-HORN.COM TX F-928

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/14/2025

KHA PROJECT	064460922
DATE	OCTOBER 2025
SCALE	AS SHOWN
DESIGNED BY	PRS
DRAWN BY	PRS
CHECKED BY	NMH

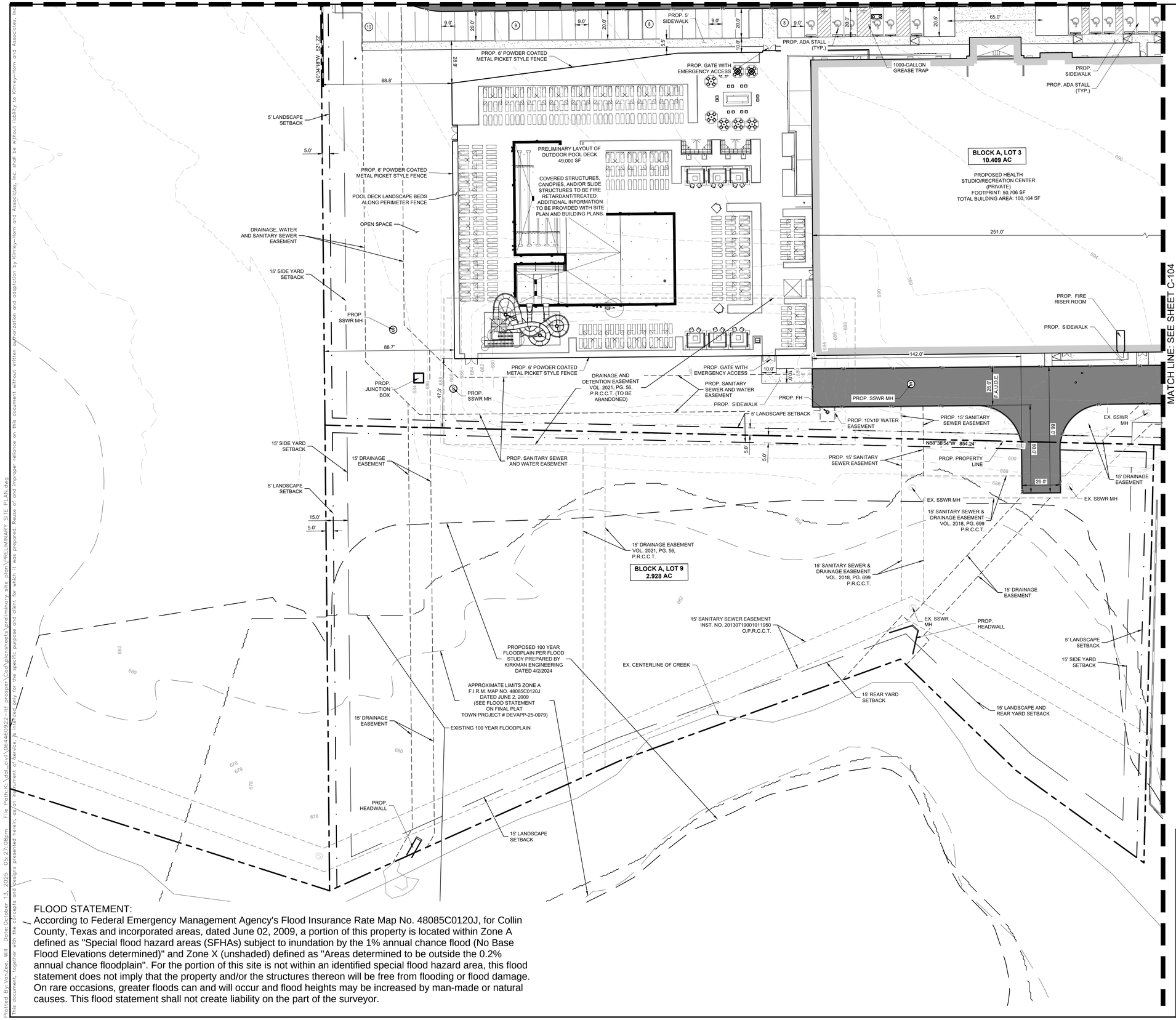
LIFETIME® HEALTHY WAY OF LIFE

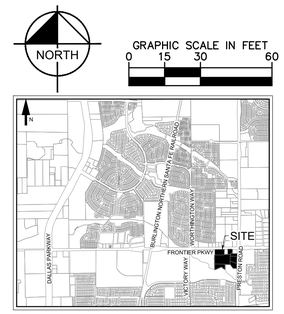
PRELIMINARY SITE PLAN
PROSPER TEXAS

SHEET NUMBER
C-101

Plotted By: VanZee, Will Date: October 13, 2025 05:27:03pm File Path: K:\dal-civil\064460922-itf prosper\Cad\plansheets\preliminary site plan\PRELIMINARY SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

MATCH LINE: SEE SHEET C-101





LOCATION MAP
N.T.S.

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; SEND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

FLOOD STATEMENT:
According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0120J, for Collin County, Texas and incorporated areas, dated June 02, 2009, a portion of this property is located within Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)" and Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". For the portion of this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

REVISED PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 6, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 14, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC -A-FELLA LLC, LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-9555
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

No.	REVISIONS	DATE

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/14/2025

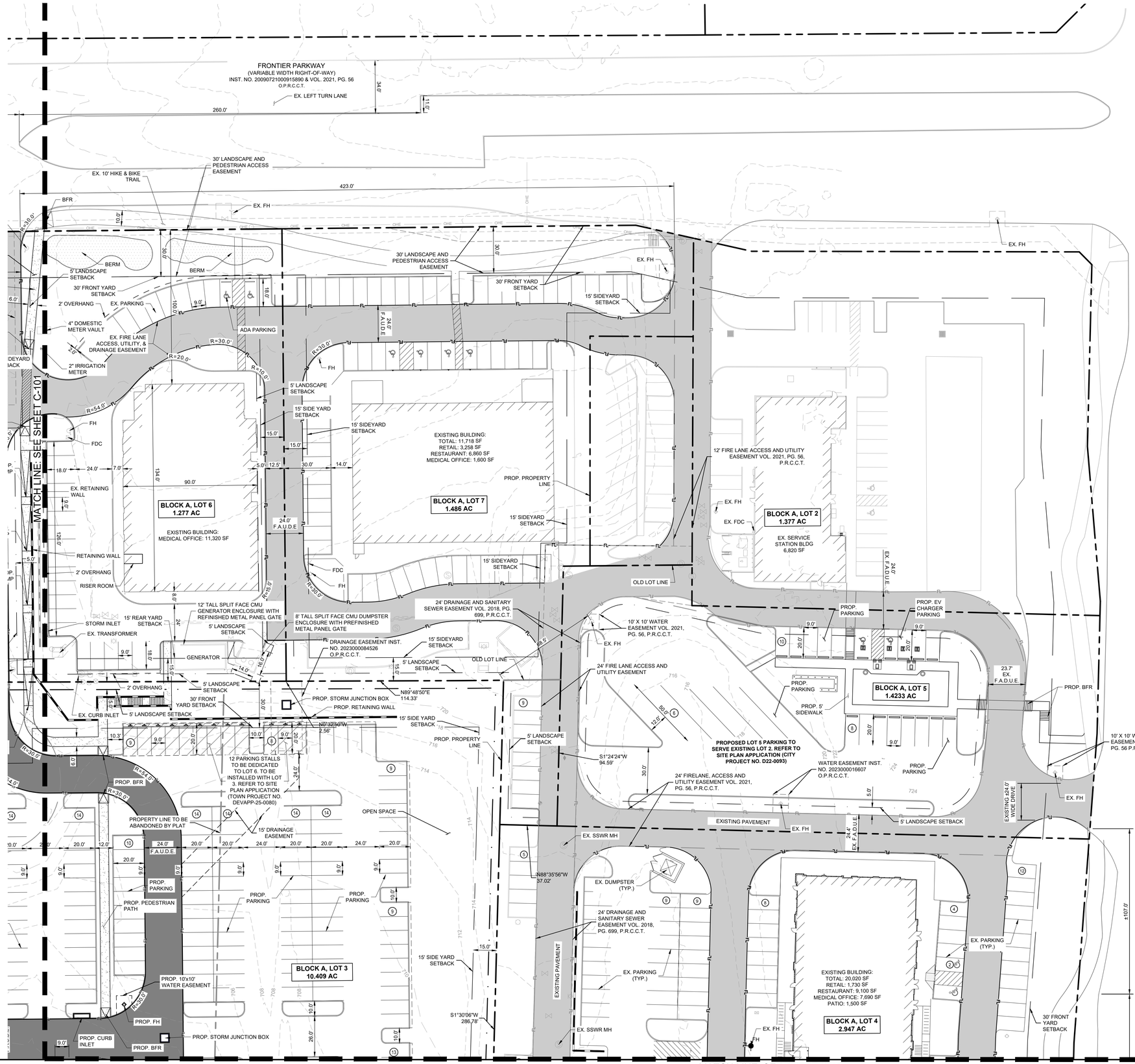
KHA PROJECT 064460922
DATE OCTOBER 2025
SCALE AS SHOWN
DESIGNED BY PRS
DRAWN BY PRS
CHECKED BY NMH

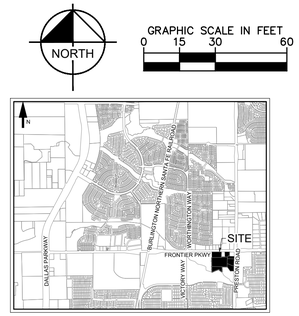
LIFE TIME
HEALTHY WAY OF LIFE

PRELIMINARY SITE PLAN
PROSPER TEXAS

SHEET NUMBER
C-102

Plotted By:VanZee, Will Date:October 13, 2025 05:27:08pm File Path:K:\dal_civil\064460922-life prosper\Cad\plansheets\preliminary site plan\PRELIMINARY SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





LOCATION MAP
N.T.S.

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

REVISED PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 6, 7, 8, & 9, BLOCK A

TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 14, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC-A-FELLA LLC, LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-9555
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

No.	REVISIONS	DATE
B		

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
WWW.KIMLEY-HORN.COM TX F-928

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/14/2025

KHA PROJECT	064460922
DATE	OCTOBER 2025
SCALE	AS SHOWN
DESIGNED BY	PRS
DRAWN BY	PRS
CHECKED BY	NMH

LIFE TIME
HEALTHY WAY OF LIFE

PRELIMINARY SITE PLAN
PROSPER TEXAS

SHEET NUMBER
C-103

Plotted By: VanZeb, Will Date: October 13, 2025 05:27:15pm File Path: K:\Dal_civil\064460922-ltf prosper\Cad\plansheets\preliminary site plan\PRELIMINARY SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

MATCH LINE: SEE SHEET C-103

MATCH LINE: SEE SHEET C-102

PROP. ADA STALL (TYP.)
PROP. CURB INLET
PROP. CANOPY OVERHANG
PROP. LIMITS OF FENCE
PROP. ENCLOSED KIDS AREA WITH SHADE STRUCTURE WITH 6'-4" PREFINISHED METAL POST FENCE
PROP. FDC WITH BOLLARDS
PROP. 10'x10' WATER EASEMENT
PROP. FH
PROP. WATER METER
PROP. 5' SIDEWALK
5' LANDSCAPE BUFFER
PROP. TRANSFORMER W/ LANDSCAPE SCREENING
PROP. 8' HIGH MASONRY 30'x13' TRASH ENCLOSURE TO MATCH BUILDING
PROP. FH WITH 10'x10' WATER EASEMENT
PROP. 6'x6" STORM JUNCTION BOX
PROP. CURB INLET
PROP. 15' SANITARY SEWER EASEMENT
24' SANITARY SEWER & DRAINAGE EASEMENT VOL. 2018, PG. 699, P.R.C.C.T. (TO BE ABANDONED)
5' LANDSCAPE SETBACK
15' SIDE YARD SETBACK
15' REAR YARD SETBACK
F.A.U.D.E.
PROP. 31.0' F.A.U.D.E.
R=30.0'
R=54.0'

BLOCK A, LOT 3
10.409 AC

EX. FH
5' LANDSCAPE SETBACK
EX. ADA PARKING (TYP.)
EXISTING BUILDING:
TOTAL: 20,020 SF
RETAIL: 1,730 SF
RESTAURANT: 9,100 SF
MEDICAL OFFICE: 7,690 SF
PATIO: 1500 SF

BLOCK A, LOT 4
2.947 AC

EX. ADA PARKING (TYP.)
EX. FH
EXISTING PAVEMENT
N. PRESTON ROAD
(STATE HIGHWAY 289)
(VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 625, PG. 37
D.R.D.C.T.
±260.0'
EXISTING DECELERATION LANE
EXISTING ±52.7' WIDE DRIVE
±89.0' EX. MEDIAN OPENING
DRAINAGE EASEMENT VOL. 2021, PG. 546 P.R.C.C.T.
10' WATER EASEMENT VOL. 2021, PG. 546 P.R.C.C.T.
EX. PARKING (TYP.)
S1°24'24"W 171.93'
58.9'
PROP. DRAINAGE, WATER, AND SEWER EASEMENT
PROP. FIRE LANE (BY OTHER). REFER TO PRELIMINARY SITE PLAN (CITY PROJECT NO. DEV APP24-0128). F.A.U.E. TO BE DEDICATED BY CONVEYANCE PLAT

BLOCK A, LOT 1
2.487 AC

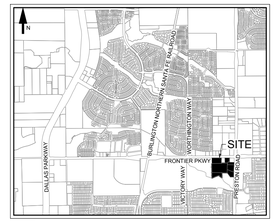
EXISTING BUILDING:
TOTAL: 18,245 SF
RETAIL: 9,421 SF
RESTAURANT: 4,724 SF
MEDICAL OFFICE: 3,500 SF
PATIO: 600 SF
EX. ADA PARKING (TYP.)
EX. PARKING (TYP.)

PRELIMINARY SITE PLAN (CITY PROJECT NO. DEV APP24-0128)

FRONTIER RETAIL SOUTH TRACT.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60



LOCATION MAP
N.T.S.

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A., ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

REVISED PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 6, 7, 8, & 9, BLOCK A

TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 14, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC-A-FELLA LLC; LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-5955
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

No.	REVISIONS	DATE
1		

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/14/2025

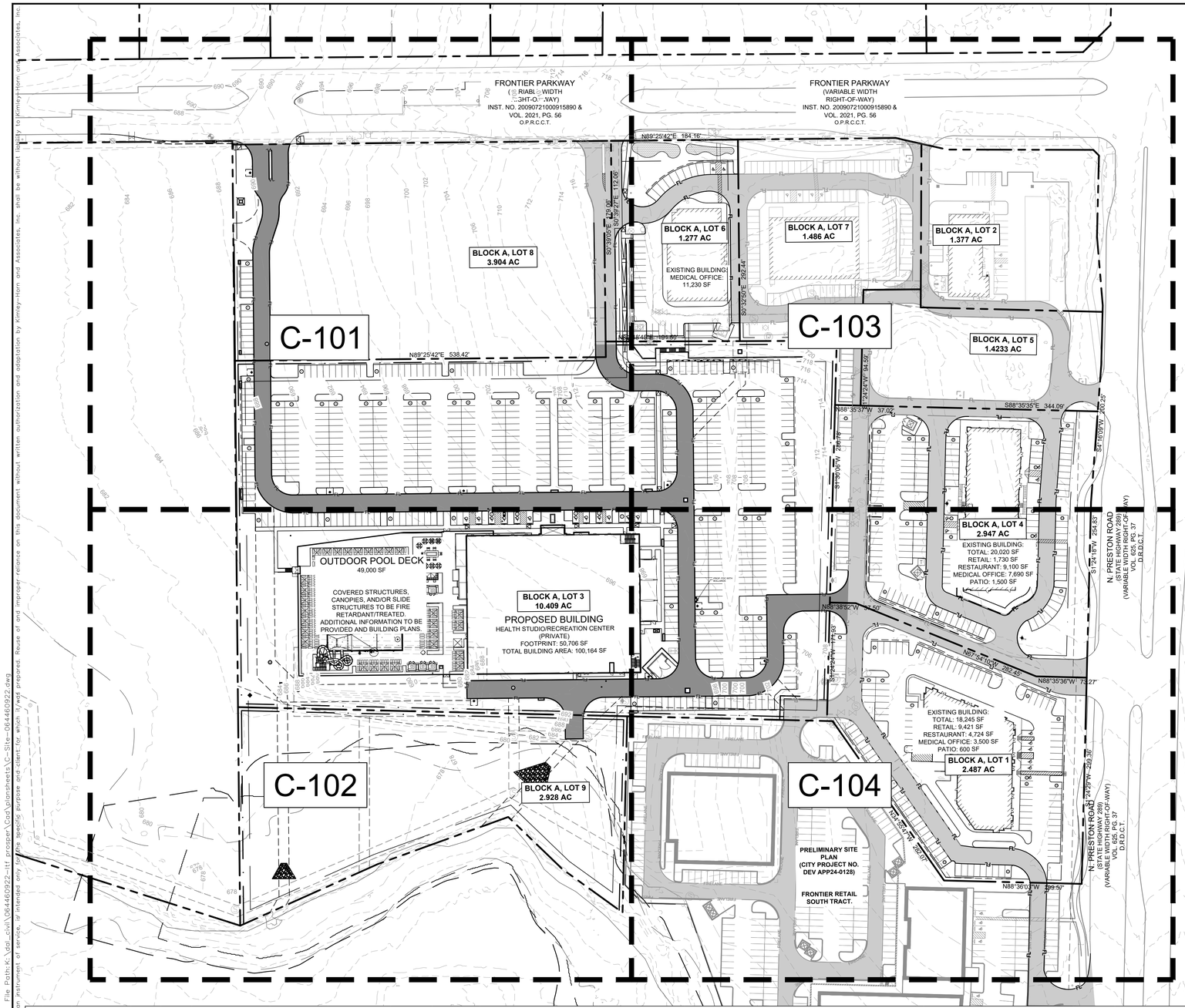
KHA PROJECT 064469022	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
DATE OCTOBER 2025	AS SHOWN	PRS	PRS	NMH

LIFE TIME
HEALTHY WAY OF LIFE

PRELIMINARY SITE PLAN
PROSPER TEXAS

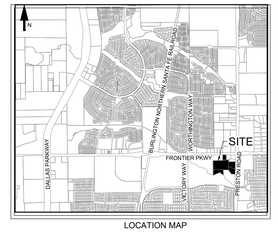
SHEET NUMBER
C-104

Plotted By: VanZee, Will Date: October 13, 2025 05:27:20pm File Path: K:\Dal_civil\064469022-ltf prosper\Cad\planSheets\preliminary site plan\PRELIMINARY SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



NORTH

GRAPHIC SCALE IN FEET
0 40 80 160



LOCATION MAP
N.T.S.

WATER METER SCHEDULE

TYPE	SIZE	NO.	SAN. SEWER	REMARKS
DOMESTIC	4"	1	8"	PROPOSED
IRRIGATION	2"	1	NA	PROPOSED
DOMESTIC	2"	3	NA	EXISTING
DOMESTIC	4"	1	6"	EXISTING
IRRIGATION	2"	1	NA	EXISTING
IRRIGATION	1"	2	NA	EXISTING

PARKING DATA TABLE

	PARKING PROVIDED (INCL. ADA)*	ADA PARKING PROVIDED*	EXISTING PARKING (INCL. ADA)	TOTAL
LOT 1	0	0	120	120
LOT 3	571	12	0	571
LOT 4	0	0	142	142
LOT 6	12**	0	33	45
LOT 8	14	0	0	14
TOTAL	597	12	-	-

*** PARKING PROVIDED TO BE BUILT WITH LOT 3 CIVIL PLANS (TOWN PROJECT NO. CIVIL-25-0033)**
**** 12 PARKING SPACES ON LOT 3 WILL SERVE AS DEDICATED PARKING FOR LOT 6 PER PARKING AGREEMENT**

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 — EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. — FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) — NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

SITE DATA SUMMARY TABLE

LOT	ZONING	USE	LOT SIZE SQ. FT.	LOT SIZE ACRES	BUILDING FOOTPRINT (GROSS SQ. FT.)	BUILDING AREA (GROSS SQ. FT.)	MAX BLDG HEIGHT (FT. - # ST.)	LOT COVERAGE (%)	FLOOR AREA RATIO X.XX:1	PARKING REQUIRED RATIO	PARKING REQ. (INCL. ADA)	PARKING PROV. (INCL. ADA)	PARKING REQ. ADA	PARKING PROV. ADA	PARKING LOT LANDSCAPING REQ. (15 SF PER PARKING SPACE)	PARKING LOT LANDSCAPING PROVIDED (SF)	OPEN SPACE REQ. (SF) (7% OF SITE AREA)	OPEN SPACE PROV. (SF)	LANDSCAPE AREA REQ. (SF) (10% OF SITE AREA)	LANDSCAPE AREA PROV. (SF)	TOTAL IMPERVIOUS (SQ FT)
1	PD-10	EX. RETAIL / RESTAURANT / MEDICAL OFFICE	108,322	2.487	TOTAL: 18,245 RETAIL: 9,421 RESTAURANT: 4,724 MEDICAL OFFICE: 3,500 PATIO: 600	18,245	26' - 1 STORY	16.8%	0.17	1 SPACE / 250 SF (RETAIL) 1 SPACE / 100 SF (RESTAURANT) 1 SPACE / 250 SF (MEDICAL OFFICE) 1 SPACE / 200 SF (PATIO)	TOTAL: 103 RETAIL: 38 RESTAURANT: 48 MEDICAL OFFICE: 14 PATIO: 3	120	5	6	1,920	3,460	7,540	7,620	10,832	9,791	90,911
3	PD-10	HEALTH STUDIO/ RECREATION CENTER (PRIVATE)	453,426	10.409	50,706	100,164	51' - 2 STORY	11.2%	0.22	1 SPACE/ 200 SF (HEALTH STUDIO)	501	583	12	12	8,745	20,481	31,740	56,929	45,343	48,412	120,520
4	PD-10	EX. RETAIL / RESTAURANT / MEDICAL OFFICE	128,390	2.947	TOTAL: 20,020 RETAIL: 1,730 RESTAURANT: 9,100 MEDICAL OFFICE: 7,690 PATIO: 1,500	20,020	26' - 1 STORY	15.6%	0.16	1 SPACE / 250 SF (RETAIL) 1 SPACE / 100 SF (RESTAURANT) 1 SPACE / 250 SF (MEDICAL OFFICE) 1 SPACE / 200 SF (PATIO)	TOTAL: 137 RETAIL: 7 RESTAURANT: 91 MEDICAL OFFICE: 31 PATIO: 8	148	6	6	2,310	6,850	8,990	9,375	12,839	39,855	79,160
6	PD-10	MEDICAL OFFICE	55,628	1.277	11,230	11,230	26' - 1 STORY	21.0%	0.209	1 SPACE / 250 SF (MEDICAL OFFICE)	MEDICAL OFFICE: 45	33	2	2	675	2,862	3,572	3,676	765	2,862	44,245
9	PD-10	OPEN SPACE (FLOODPLAIN)	127,532	2.928	NA	NA	NA	0.0%	0.00	N/A	0	0	0	0	0	0	8,927	24,460	12,753	101,072	0

SITE DATA TABLE NOTES

1. LOT AREAS FOR LOT 1 AND 4 ARE PER THE FINAL PLAT
2. PARKING LOT LANDSCAPING, OPEN SPACE, AND IMPERVIOUS AREA IS BASED ON THE LATEST APPROVED SITE PLAN FOR LOT 1 AND 4
3. PARKING LOT LANDSCAPING, OPEN SPACE, AND IMPERVIOUS AREA IS BASED ON THE LATEST SITE PLAN D22-0093 FOR LOT 1 AND 4
4. PARKING CALCULATIONS ARE BASED ON THE LATEST TENANT INFORMATION
5. 12 PARKING SPACES ON LOT 3 WILL SERVE AS DEDICATED PARKING FOR LOT 6 PER PARKING AGREEMENT

TOWN OF PROSPER CASE NO. DEVAPP-25-0080

SITE PLAN
VICTORY AT FRONTIER
BLOCK A, LOTS 1R, 3, 4R, 6, & 9

TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 28, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC-A-FELLA LLC, LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-9555
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

No.	REVISIONS	DATE
B		

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/24/2025

KHA PROJECT	064460922
DATE	OCTOBER 2025
SCALE	AS SHOWN
DESIGNED BY	PRS
DRAWN BY	PRS
CHECKED BY	NMH

LIFE TIME
HEALTHY WAY OF LIFE

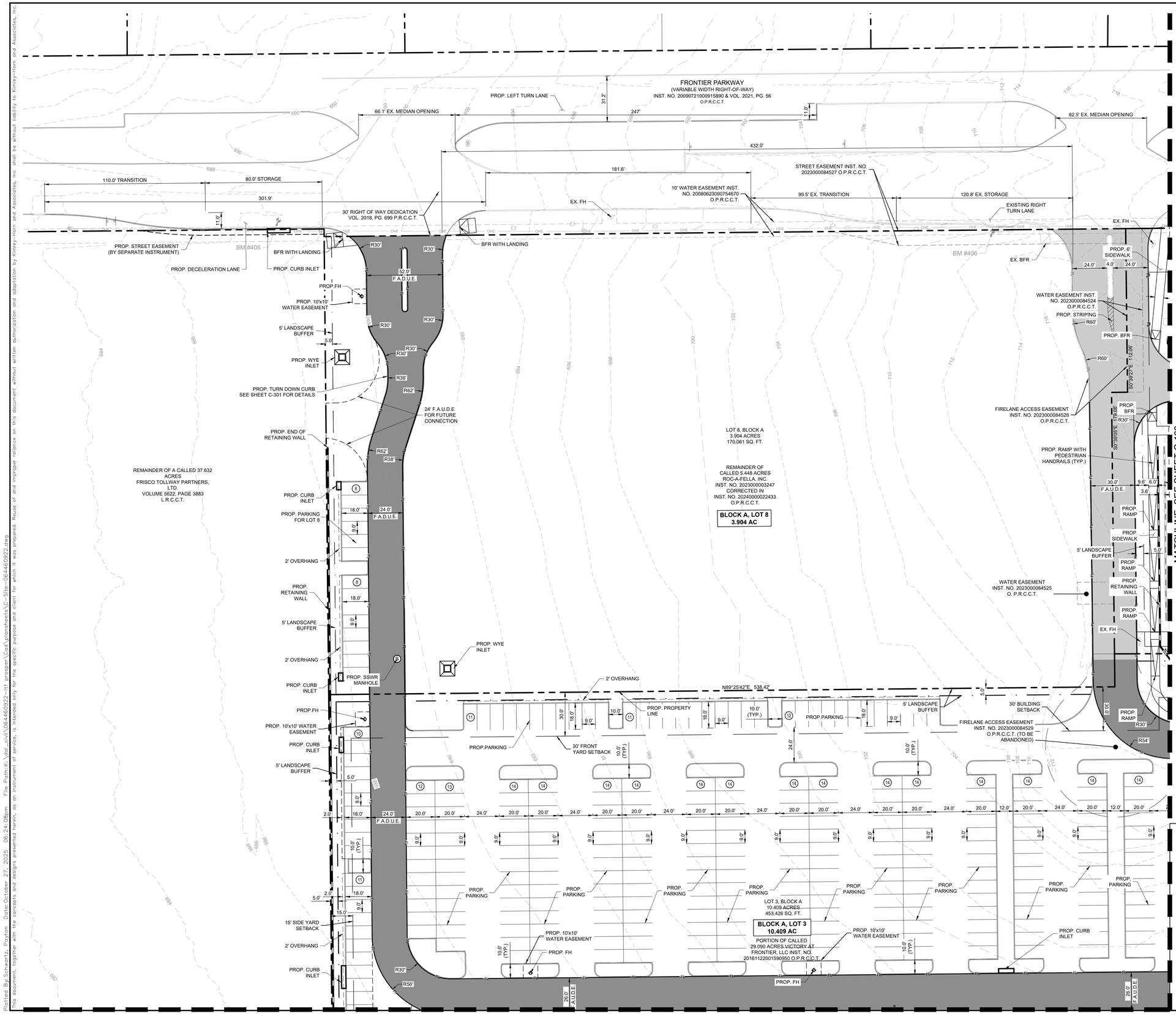
OVERALL SITE PLAN

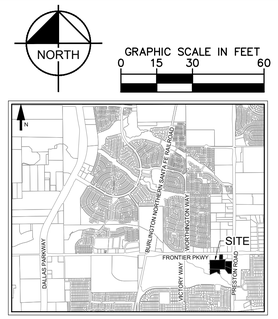
PROSPER TEXAS

SHEET NUMBER
C-100

Plotted By: Schwartz, Payton Date: October 27, 2025 06:24:00pm File Path: K:\Dal_civil\064460922-Ltf prosper\Cad\plotsheets\C-Site-064460922.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By:Schwartz, Peyton Date:October 27, 2025 06:24:08pm File Path:K:\Dal_civil\064460922-tf prosper\Col\plotsheets\C-Site-064460922.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





LOCATION MAP
N.T.S.

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0080

SITE PLAN
VICTORY AT FRONTIER
BLOCK A, LOTS 1R, 3, 4R, 6, & 9
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 28, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC-A-FELLA LLC, LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-9555
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

No.	REVISIONS	DATE
B		

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/24/2025

KHA PROJECT	064460922
DATE	OCTOBER 2025
SCALE	AS SHOWN
DESIGNED BY	PRS
DRAWN BY	PRS
CHECKED BY	NMH

LIFETIME® HEALTHY WAY OF LIFE

SITE PLAN
PROSPER TEXAS

SHEET NUMBER
C-101

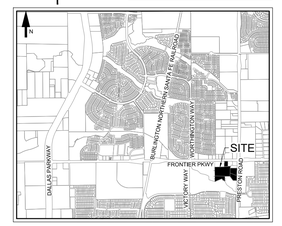
MATCH LINE: SEE SHEET C-101

MATCH LINE: SEE SHEET C-104

PROP. 2" IRRIGATION METER
PROP. 6' POWDER COATED METAL PICKET STYLE FENCE
PROP. 5' SIDEWALK
PROP. GATE WITH EMERGENCY ACCESS
PROP. ADA STALL (TYP.)
PROP. 1000-GALLON GREASE TRAP
BFR
6' SIDEWALK
RPOP. RAISED PLANTER REFER TO ARCHITECTURAL PLANS FOR DETAILS
PROP. ADA STALL (TYP.)
PROP. BUILDING OVERHANG. REFER TO ARCHITECTURAL PLANS FOR DETAILS
5' LANDSCAPE BUFFER
PROP. SIDEWALK
PROP. STAIRS WITH PEDESTRIAN SAFETY RAIL 10-6" STEPS
PROP. 6' POWDER COATED METAL PICKET STYLE FENCE
POOL DECK LANDSCAPE BEDS ALONG PERIMETER FENCE
OUTDOOR POOL DECK
49,000 SF
COVERED STRUCTURES, CANOPIES, AND/OR SLIDE STRUCTURES TO BE FIRE RETARDANT/TREATED. ADDITIONAL INFORMATION TO BE PROVIDED AND BUILDING PLANS.
LOT 3, BLOCK A
10.409 ACRES
453,426 SQ. FT.
PORTION OF CALLED 29.090 ACRES VICTORY AT FRONTIER, LLC INST. NO. 20161122001590950 O.P.R.C.C.T.
BLOCK A, LOT 3
10.409 AC
PROPOSED BUILDING
HEALTH STUDIO/RECREATION CENTER (PRIVATE)
FOOTPRINT: 50,706 SF
TOTAL BUILDING AREA: 100,164 SF
DRAINAGE, WATER AND SANITARY SEWER EASEMENT
OPEN SPACE
15' SIDE YARD SETBACK
PROP. SSWR MH
PROP. FIRE RISER ROOM
PROP. SIDEWALK
PROP. 6' POWDER COATED METAL PICKET STYLE FENCE
DRAINAGE AND DETENTION EASEMENT VOL. 2021, PG. 56, P.R.C.C.T. (TO BE ABANDONED)
PROP. GATE WITH EMERGENCY ACCESS
PROP. SANITARY SEWER AND WATER EASEMENT
PROP. FH
PROP. SSWR MH
PROP. CURB INLET
PROP. CLEANOUTS
PROP. JUNCTION BOX
PROP. SSWR MH
PROP. GRATE INLET
PROP. SIDEWALK
5' LANDSCAPE BUFFER
PROP. 10'x10' WATER EASEMENT
PROP. 15' SANITARY SEWER EASEMENT
EX. SSWR MH
15' SIDE YARD SETBACK
15' DRAINAGE EASEMENT
PROP. SANITARY SEWER AND WATER EASEMENT
REMAINDER OF CALLED 29.090 ACRES VICTORY AT FRONTIER, LLC INST. NO. 20161122001590950 O.P.R.C.C.T.
PROP. 15' SANITARY SEWER EASEMENT
PROP. PROPERTY LINE
LOT 9, BLOCK A
2.928 ACRES
127,532 SQ. FT.
DRAINAGE EASEMENT
PROP. EROSION HAZARD SETBACK
5' LANDSCAPE BUFFER
EX. SSWR MH
F.A.D.U.E
15' SANITARY SEWER & DRAINAGE EASEMENT VOL. 2018, PG. 699 P.R.C.C.T.
15' DRAINAGE EASEMENT VOL. 2021, PG. 56, P.R.C.C.T.
BLOCK A, LOT 9
2.928 AC
15' DRAINAGE EASEMENT
PROPOSED 100 YEAR FLOODPLAIN PER FLOOD STUDY PREPARED BY KIRKMAN ENGINEERING DATED 4/2/2024
15' SANITARY SEWER & DRAINAGE EASEMENT VOL. 2018, PG. 699 P.R.C.C.T.
PROP. HEADWALL WITH RIPRAP
15' SANITARY SEWER EASEMENT INST. NO. 20130719001011950 O.P.R.C.C.T.
EX. SSWR MH
5' LANDSCAPE BUFFER
15' SIDE YARD SETBACK
PROPOSED 100 YEAR FLOODPLAIN PER FLOOD STUDY PREPARED BY KIRKMAN ENGINEERING
EX. CENTERLINE OF CREEK
15' REAR YARD SETBACK
15' LANDSCAPE AND REAR YARD BUFFER
15' DRAINAGE EASEMENT
PROP. HEADWALL WITH RIPRAP
15' LANDSCAPE BUFFER
LOT 1, BLOCK A
PROSPER UNITED METHODIST CHURCH VOLUME 2022, PAGE 562 P.R.C.C.T.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60



LOCATION MAP
N.T.S.

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0080

SITE PLAN
VICTORY AT FRONTIER
BLOCK A, LOTS 1R, 3, 4R, 6, & 9

TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 28, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC-A-FELLA LLC, LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-9555
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

No.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/24/2025

KHA PROJECT	064460922
DATE	OCTOBER 2025
SCALE	AS SHOWN
DESIGNED BY	PRS
DRAWN BY	PRS
CHECKED BY	NMH

LIFE TIME
HEALTHY WAY OF LIFE

SITE PLAN
PROSPER TEXAS

SHEET NUMBER
C-102

Plotted By:Schwartz, Peyton Date:October 27, 2025 06:24:18pm File Path:K:\Dal_civil\064460922-ttf prosper\Cad\plansheets\C-Site-064460922.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Posted By:Schwartz, Peyton Date:October 27, 2025 06:24:25pm File Path:K:\Dal_Civil\064460922-ltf prosper\Cad\plansheets\C-Site-064460922.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

FRONTIER PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)
INST. NO. 20090721000915890 & VOL. 2021, PG. 56
O.P.R.C.C.T.

EX. 10' HIKE & BIKE TRAIL
30' LANDSCAPE AND PEDESTRIAN ACCESS EASEMENT
EX. FH
N89°25'42"E 184.16'
BERM
30' FRONT YARD SETBACK
2' OVERHANG
4" DOMESTIC METER VAULT
EX. PARKING
ADA PARKING
2" IRRIGATION METER
EX. FIRE LANE ACCESS, & UTILITY EASEMENT
5' LANDSCAPE BUFFER
EX. FDC
EX. RETAINING WALL
RISER ROOM
2' OVERHANG
EX. CURB INLET
EX. TRANSFORMER
EX. WATER VALVE
15' REAR YARD SETBACK
5' LANDSCAPE BUFFER
EX. CURB INLET
5' LANDSCAPE BUFFER
GENERATOR
PROP. SIDEWALK
S89°48'45"E 194.59'
2' OVERHANG
30' FRONT YARD SETBACK
PROP. STEPS
PROP. BFR
PROP. RETAINING WALL WITH PEDESTRIAN SAFETY RAIL
PROP. PARKING
PROP. PEDESTRIAN PATH
PROP. 10'x10' WATER EASEMENT
PROP. FH
PROP. CURB INLET
PROP. BFR
PROP. STORM JUNCTION BOX
MATCH LINE: SEE SHEET C-101

LOT 6, BLOCK A
VICTORY AT FRONTIER
VOL. 2025, PG. 81
P.R.C.C.T.

CALLED 1.277 ACRES
LEGACY ER AND UC OF PROSPER, LLC
INST. NO. 20230000006585
CORRECTED BY INST. NO. 20230000052074
O.P.R.C.C.T.

BLOCK A, LOT 6
1.277 AC

EXISTING BUILDING:
MEDICAL OFFICE: 11,230 SF

LOT 7, BLOCK A
VICTORY AT FRONTIER
VOL. 2024, PG. 1125
P.R.C.C.T.

CALLED 1.631 ACRES
LUCKY 7 RETAIL 4, LLC
INST. NO. 20240000068480
O.P.R.C.C.T.

BLOCK A, LOT 7
1.486 AC

LOT 2, BLOCK A
VICTORY AT FRONTIER VOLUME 2021, PAGE 74 P.R.C.C.T.

BLUE SHOES CORNER, LLC
INST. NO. 20210506000921830
O.P.R.C.C.T.

12' FIRE LANE ACCESS AND UTILITY EASEMENT VOL. 2021, PG. 56, P.R.C.C.T.

BLOCK A, LOT 2
1.377 AC

EX. 24.0' F.A.U.D.E.

EX. FH
EX. FDC
EX. FH
EX. FH
EX. FH

MATCH LINE: SEE SHEET C-103

MATCH LINE: SEE SHEET C-102

BLOCK A, LOT 3
10.409 AC

LOT 3, BLOCK A
10.409 ACRES
453,426 SQ. FT.

PORTION OF CALLED
29.090 ACRES VICTORY
AT FRONTIER, LLC INST.
NO. 20161122001590950
O.P.R.C.C.T.

BLOCK A, LOT 4
2.947 AC

EXISTING BUILDING:
TOTAL: 20,020 SF
RETAIL: 1,730 SF
RESTAURANT: 9,100 SF
MEDICAL OFFICE: 7,690 SF
PATIO: 1500 SF

1,200 SF
PATIO

BLOCK A, LOT 1
2.487 AC

EXISTING BUILDING:
TOTAL: 18,245 SF
RETAIL: 9,421 SF
RESTAURANT: 4,724 SF
MEDICAL OFFICE: 3,500 SF
PATIO: 600 SF

LOT 1, BLOCK A
VICTORY AT FRONTIER VOLUME
2021, PAGE 546 P.R.C.C.T.

600 SF PATIO

TRACT 1
CALLED LUCKY 7 RETAIL, LLC INST. NO.
20201030001904260 O.P.R.C.C.T.

CALLED 7.930 ACRES
VICTORY AT FRONTIER SOUTH, LLC
INST. NO. 20180824001065580
O.P.R.C.C.T.

FRONTIER RETAIL SOUTH
TRACT.

PRELIMINARY SITE PLAN
(CITY PROJECT NO. DEV
APP24-0128)

N. PRESTON ROAD
(STATE HIGHWAY 289)
(VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 625, PG. 37
D.R.D.C.T.

EX. R.O.W.

EXISTING DECELERATION LANE

EX. 20' PEDESTRIAN ACCESS EASEMENT

EX. 30' BUILDING SETBACK AND LANDSCAPE EASEMENT

30' BUILDING SETBACK & LANDSCAPE EASEMENT

EX. 10' HIKE & BIKE TRAIL

EXISTING 150' WIDE DRIVE

±89.0' EX. MEDIAN OPENING

EXISTING PAVEMENT

LIMITS OF COVERED PATIO

PROP. ADA STALL (TYP.)
PROP. CURB INLET
PROP. CANOPY OVERHANG
PROP. LIMITS OF FENCE
PROP. ENCLOSED KIDS AREA WITH SHADE STRUCTURE WITH 6'-4" PREFINISHED METAL POST FENCE
PROP. FDC WITH BOLLARDS
PROP. 10'x10' WATER EASEMENT
PROP. FH
PROP. 5' SIDEWALK
4" WATER METER VAULT
PROP. TRANSFORMER W/ LANDSCAPE SCREENING
PROP. 8' HIGH MASONRY 30'x13' TRASH ENCLOSURE TO MATCH BUILDING
PROP. FH WITH 10'x10' WATER EASEMENT
PROP. 6'x6' STORM JUNCTION BOX
PROP. DRAINAGE, WATER, AND SEWER EASEMENT
PROP. 15' SANITARY SEWER EASEMENT
24' SANITARY SEWER & DRAINAGE EASEMENT VOL. 2018, PG. 699, P.R.C.C.T. (TO BE ABANDONED)
PROP. FIRE LANE (BY OTHER) REFER TO PRELIMINARY SITE PLAN (CITY PROJECT NO. DEV APP24-0128). F.A.U.E. TO BE DEDICATED BY CONVEYANCE PLAT
10' WATER EASEMENT VOL. 2021, PG. 546 P.R.C.C.T.
DRAINAGE EASEMENT VOL. 2021, PG. 546 P.R.C.C.T.

EX. FDC
EX. 2" DOMESTIC METER
EX. BFR
EX. ADA PARKING (TYP.)
EX. 1" IRR METER
EX. FH
6" CONC. CURB
2' OVERHANG
EX. ADA PARKING (TYP.)
15' SIDE YARD SETBACK
5' LANDSCAPE BUFFER
EX. WATER VALVE
EX. LIGHT POLE
EX. GAS VALVE
EX. RETAINING WALL MAX HEIGHT 3.40' WITH 4' RAILING
EX. 13'X15' 8.0' MASONRY DUMPSTER ENCLOSURE
EX. RETAINING WALL MAX HEIGHT 3.13' WITH 4' RAILING
15' REAR YARD SETBACK
EX. SSWR MAN HOLE
EX. PARKING (TYP.)
30' X 12' OFF STREET LOADING ZONE
EX. 2" DOMESTIC METER
EX. FDC
2 - 13'X15' 8.0' MASONRY DUMPSTER ENCLOSURES
EX. PARKING (TYP.)

F.A.U.D.E.
F.A.U.E.

N88°38'52"W 37.50'
S1°42'49"W 171.50'
N67°54'10"W 282.72'
N88°36'03"W 199.57'
S1°24'16"W 254.83'
S1°24'29"W 269.36'
±260.0'

LOCATION MAP
N.T.S.

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- 527 EXISTING CONTOUR
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- BARRIER FREE RAMP (BFR)
- F.A.D.U.E. FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
- (10) NUMBER OF PARKING SPACES PER ROW
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- PROPOSED BUILDING
- EXISTING BUILDING

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED 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.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND.

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0080

SITE PLAN
VICTORY AT FRONTIER
BLOCK A, LOTS 1R, 3, 4R, 6, & 9

TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED OCTOBER 28, 2025

OWNER:
VICTORY AT FRONTIER LLC & ROC-A-FELLA LLC, LUCKY 7 RETAIL LLC, FRONTIER PARKWAY PROPERTIES LLC
2911 TURTLE CREEK BLVD STE 700 DALLAS, TX 75219-7120
610 S SHERMAN ST STE 108 RICHARDSON, TX 75081
301 W WISCONSIN AVE # 305 MILWAUKEE, WI 53203-2220
CONTACT: TONY RAMJI
PH. (972) 707-5955
CONTACT: JAMES KLEINFELDT
PH. (414) 881-8855

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
DALLAS, TEXAS 75240
PHONE: (972)-770-1300 FAX (972)-239-3820
WWW.KIMLEY-HORN.COM TX F-928

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 10/24/2025

No.	REVISIONS	DATE

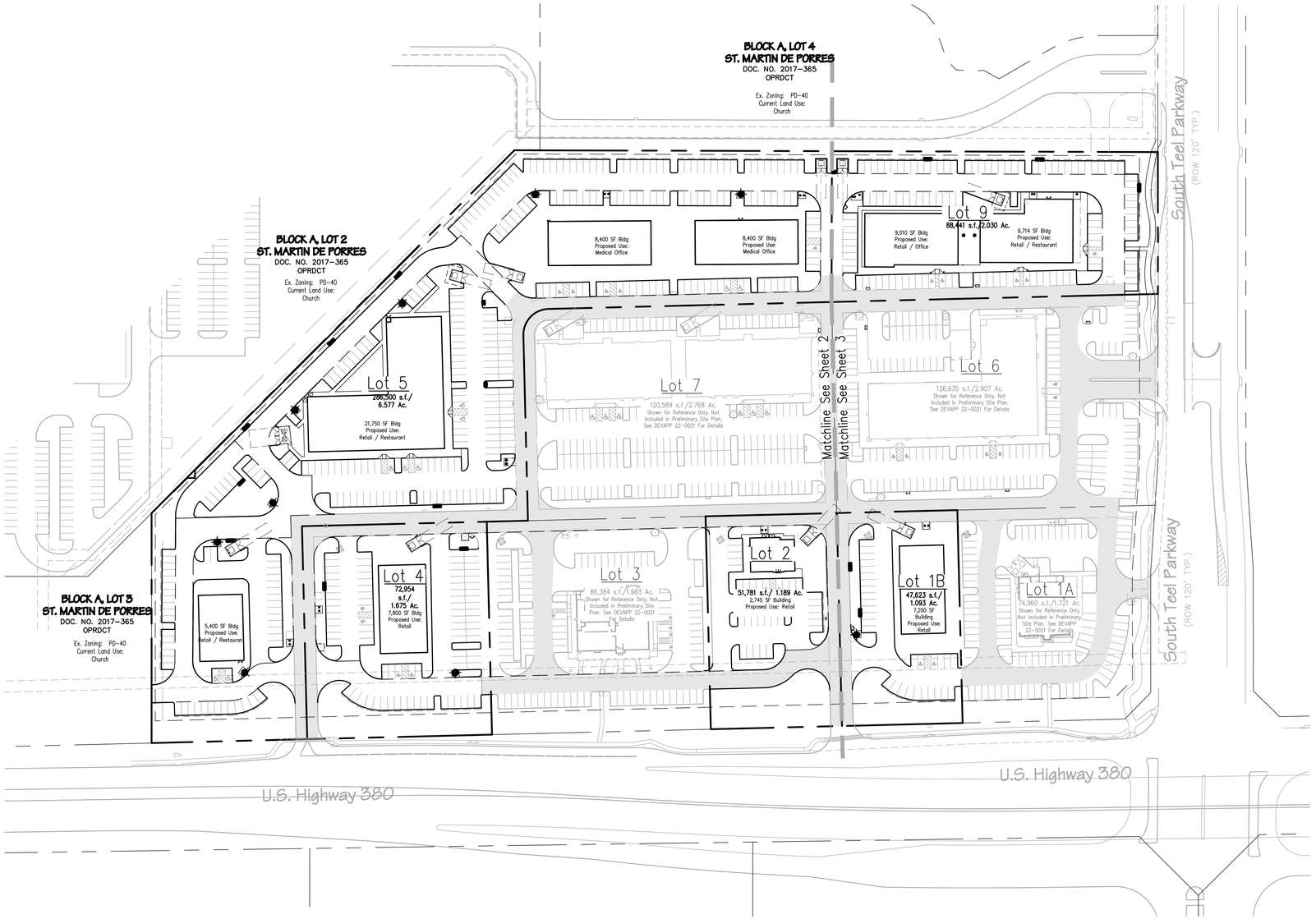
KHA PROJECT 064460922
DATE OCTOBER 2025
SCALE AS SHOWN
DESIGNED BY PRS
DRAWN BY PRS
CHECKED BY NMH

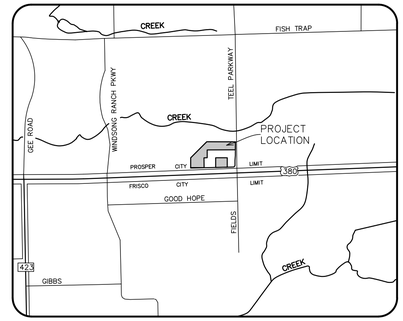
LIFE TIME
HEALTHY WAY OF LIFE

SITE PLAN
PROSPER TEXAS

SHEET NUMBER
C-104

Plotted By:Satwarta, Payton Date:October 27, 2025 06:24:35pm File Path:K:\Dal_civil\064460922-tf prosper\Cad\plansheets\C-Site-064460922.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





Vicinity Map
NTS

TOWN OF PROSPER PRELIMINARY SITE PLAN NOTES:

1) All development standards shall follow Town Standards.
2) Landscaping shall conform to landscape plans approved by the Town of Prosper.
3) All development standards shall follow Fire Requirements per the Town of Prosper.
4) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
5) All signage is subject to Building Official approval.
6) Impact fees will be assessed in accordance with the land use classification(s) identified 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.
7) The approval of a Preliminary Site Plan shall be effective or 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 and 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.
8) Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond.
9) No Trees on Site.
10) At site plan stage, grease trap locations shall be identified for each commercial kitchen and/or food facility. Grease traps shall be at minimum 1,000 gallons and installed in ground exterior to the building. Grease traps shall not be located within parking stalls or fire lanes.

LEGEND

- Proposed Firelane, Access, Drainage, and Utility Easement
- Existing Firelane, Access, Drainage, and Utility Easement
- Match Line

SITE DATA SUMMARY TABLE

LOT	ZONING	PROPOSED USE (USE 1; USE 2; USE 3)	LOT AREA SF	LOT AREA AC	FIRST FLOOR BUILDING AREA (SF)	USE 1 BUILDING AREA (SF)	USE 2 BUILDING AREA (SF)	USE 3 BUILDING AREA (SF)	BUILDING HEIGHT (ft)	BUILDING HEIGHT (story)	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO (USE 1; USE 2; USE 3)	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF) (15 SF PER SPACE)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF) (7%)	OPEN SPACE PROVIDED (SF)	OPEN SPACE PROVIDED (%)	PATIO SPACE PROVIDED (SF)
1B	PD	RETAIL	47,623	1.09	7,200	7,200	N/A	N/A	29'-11"	1	15.1%	0.1512:1	1:250	29	30	2	2	450	896	21,220	3,334	7,865	16.52%	N/A
2	PD	RETAIL; RESTAURANT	51,781	1.19	2,745	0*	2,745	N/A	29'-11"	1	5.3%	0.053:1	1:250; 1:100	28	32	2	2	480	1,630	33,591	3,625	8,579	16.57%	N/A
4	PD	RETAIL; RESTAURANT	72,954	1.67	7,800	0*	7,800	N/A	29'-11"	1	10.7%	0.1069:1	1:250; 1:100	78	85	4	4	1,275	2,666	42,631	5,107	7,555	10.36%	N/A
5	PD	RETAIL; RESTAURANT; MEDICAL/PROF. OFFICE	286,500	6.58	43,950	14,250	12,900	16800*	29'-11"	1	15.3%	0.1534:1	1:250; 1:100; 1:250	254	323	8	14	4,845	10,316	218,629	20,055	28,998	10.12%	N/A
9	PD	RETAIL; RESTAURANT; PROF OFFICE	88,441	2.03	18,724	9,464	6,500	2,760	29'-11"	1	21.2%	0.2117:1	1:250; 1:100	117	117	5	5	1,755	3,344	78,724	6,191	6,373	7.21%	864
Total			547,299	12.564	80,419	30,914	29,945	19,560						506	587	21	27	8,820	16,452	394,957	38,312	59,208	10.82%	864

* Note: Lot parked for use with most restrictive parking requirements .

TOWN OF PROSPER
PLANNING DEPARTMENT

P&Z Approved
11/4/2025

Town Case No. DEVAPP-25-0058
PRELIMINARY SITE PLAN

TEEL 380 ADDITION

Block A, Lots 1B, 2, 4, 5 and 9
IN THE TOWN OF PROSPER, DENTON COUNTY , TEXAS
C. SMITH SURVEY ~ ABSTRACT NO. 1681
Current Zoning: PD-40
437,229 Sq. Ft./12.56 Acres

OWNER / APPLICANT
Lots 1B, 2, & 4
TEEL 380 LP
8668 John Hickman Parkway
Suite 907
Frisco, Texas 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

OWNER / APPLICANT
Lot 5
380 Teel Retail LLC
5867 Alyworth Dr
Frisco, Texas 75035
Telephone (302) 494-3699
Contact: Srikanth Krothapalli

OWNER / APPLICANT
Lot 5
Vinessa Properties LP
14690 Gentle Breeze Rd
Frisco, TX 75035
Telephone: (469) 500-3393
Contact: Kalyan Reddy

OWNER / APPLICANT
Lot 9
Alpha 19 LLC
440 Louisiana St, Suite 952
Houston, Texas 77002
Telephone (210) 412-4622
Contact: Varun Sharma

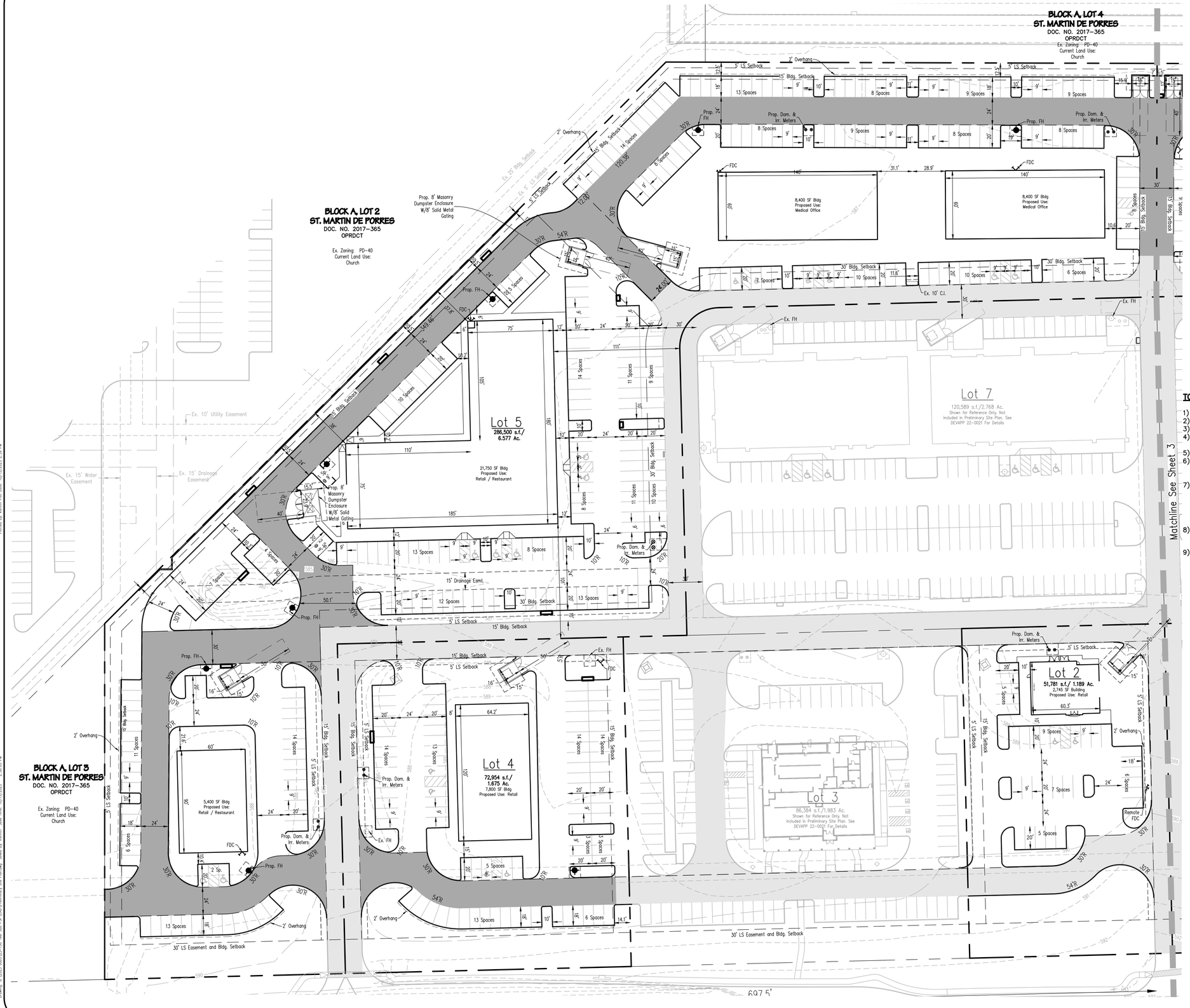
OWNER / APPLICANT
Lot 5
VCSR PGA11 LLC
3901 Boynton Blvd
Flower Mound, Texas 75022
Telephone (870) 509-0000
Contact: Chandrasekhar Chintala

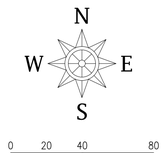
OWNER / APPLICANT
Lot 5
VARS ESTATES 12 LLC
9322 Middle Ground Place
Frisco, Texas 75035
Telephone (203) 893-6915
Contact: Rajiv Chalasani

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
501 W. President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPELS No. F-2121 And No. F-10043100
Contact: Karis Smith

SPIARS ENGINEERING & SURVEYING
501 W. President George Bush Hwy., Suite 200 Richardson, TX 75080 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com
Karis Smith • karis.smith@spiarsengineering.com

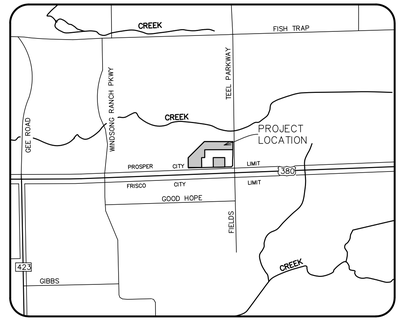
Plotted by: karris Plot Date: 10/15/2025 2:59 PM
Drawing: G:\2025_JOBS\25-130 Teel 380 PSP\CAD\Preliminary Site Plan.dwg Saved By: Karris Save Time: 10/15/2025 2:56:05 PM





0 20 40 80

1 inch = 40 ft.



Vicinity Map

NTS

TOWN OF PROSPER PRELIMINARY SITE PLAN NOTES:

1) All development standards shall follow Town Standards.
2) Landscaping shall conform to landscape plans approved by the Town of Prosper.
3) All development standards shall follow Fire Requirements per the Town of Prosper.
4) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
5) All signage is subject to Building Official approval.
6) Impact fees will be assessed in accordance with the land use classification(s) identified 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.
7) The approval of a Preliminary Site Plan shall be effective or 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 and 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.
8) Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond.
9) No Trees on Site.

LEGEND

- Proposed Firelane, Access, Drainage, and Utility Easement
- Existing Firelane, Access, Drainage, and Utility Easement
- Match Line

Town Case No. DEVAPP-25-0058
PRELIMINARY SITE PLAN

TEEL 380 ADDITION

Block A, Lots 1B, 2, 4, 5 and 9
IN THE TOWN OF PROSPER, DENTON COUNTY , TEXAS
C. SMITH SURVEY ~ ABSTRACT NO. 1681
Current Zoning: PD-40
437,229 Sq. Ft./12.56 Acres

OWNER / APPLICANT
Lots 1B, 2, & 4
TEEL 380 LP
8668 John Hickman Parkway
Suite 907
Frisco, Texas 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

OWNER / APPLICANT
Lot 5
380 Teel Retail LLC
5867 Aylworth Dr
Frisco, Texas 75035
Telephone (302) 494-3699
Contact: Srikanth Krothapalli

OWNER / APPLICANT
Lot 5
Vinessa Properties LP
14690 Gentle Breeze Rd
Frisco, TX 75035
Telephone: (469) 500-3393
Contact: Kalyan Reddy

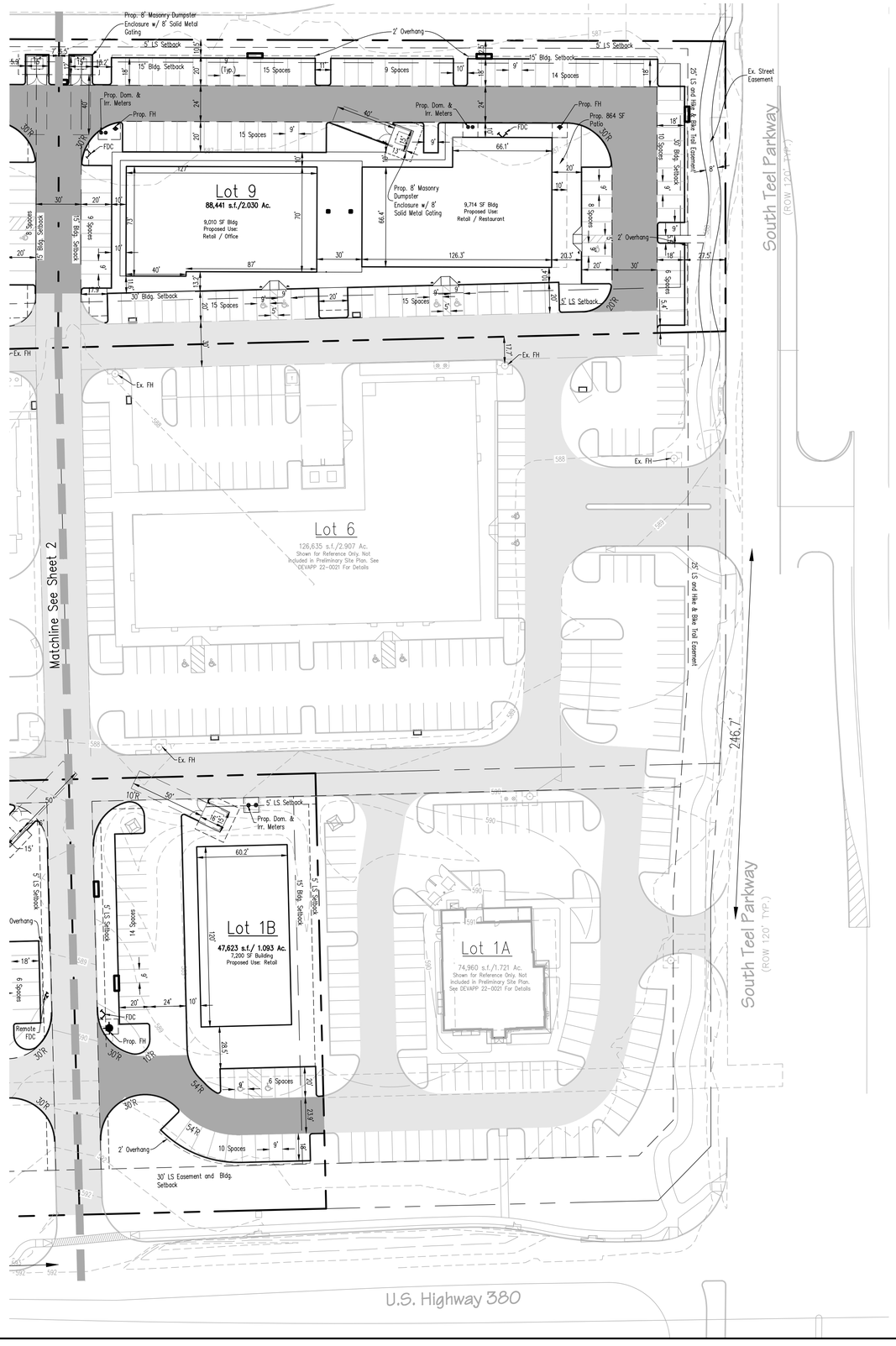
OWNER / APPLICANT
Lot 9
Alpha I9 LLC
440 Louisiana St, Suite 952
Houston, Texas 77002
Telephone (210) 412-4622
Contact: Varun Sharma

OWNER / APPLICANT
Lot 5
VCSR PGA11 LLC
3901 Boynton Blvd
Flower Mound, Texas 75022
Telephone (870) 509-0000
Contact: Chandrasekhar Chintala

OWNER / APPLICANT
Lot 5
VARS ESTATES 12 LLC
9322 Middle Ground Place
Frisco, Texas 75035
Telephone (203) 893-6915
Contact: Rajiv Chalasani

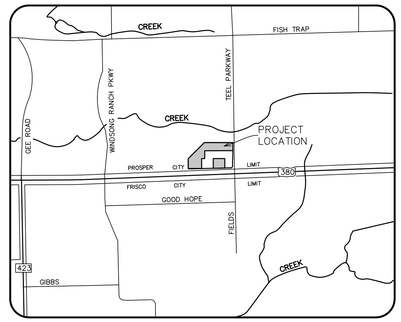
ENGINEER / SURVEYOR
Spiars Engineering, Inc.
501 W. President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPELS No. F-2121 And No. F-10043100
Contact: Karis Smith

Drawing: G:\2025 JOBS\25-130 Teel 380 PSP\CAD\Preliminary Site Plan.dwg Saved By: ksmith Save Time: 10/15/2025 2:56:05 PM
Plotted by: ksmith Plot Date: 10/15/2025 2:59 PM



0 20 40 80

1 inch = 40 ft.



Vicinity Map

NTS

TOWN OF PROSPER PRELIMINARY SITE PLAN NOTES:

1) All development standards shall follow Town Standards.
2) Landscaping shall conform to landscape plans approved by the Town of Prosper.
3) All development standards shall follow Fire Requirements per the Town of Prosper.
4) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
5) All signage is subject to Building Official approval.
6) Impact fees will be assessed in accordance with the land use classification(s) identified 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.
7) The approval of a Preliminary Site Plan shall be effective or 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 and 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.
8) Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond.
9) No Trees on Site.

LEGEND

- Proposed Firelane, Access, Drainage, and Utility Easement
- Existing Firelane, Access, Drainage, and Utility Easement
- Match Line

Town Case No. DEVAPP-25-0058
PRELIMINARY SITE PLAN

TEEL 380 ADDITION

Block A, Lots 1B, 2, 4, 5 and 9
IN THE TOWN OF PROSPER, DENTON COUNTY , TEXAS
C. SMITH SURVEY ~ ABSTRACT NO. 1681
Current Zoning: PD-40
437,229 Sq. Ft./12.56 Acres

OWNER / APPLICANT
Lots 1B, 2, & 4
TEEL 380 LP
8668 John Hickman Parkway
Suite 907
Frisco, Texas 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

OWNER / APPLICANT
Lot 5
380 Teel Retail LLC
5867 Alyworth Dr
Frisco, Texas 75035
Telephone (302) 494-3699
Contact: Srikanth Krothapalli

OWNER / APPLICANT
Lot 5
Vinessa Properties LP
14690 Gentle Breeze Rd
Frisco, TX 75035
Telephone: (469) 500-3393
Contact: Kalyan Reddy

OWNER / APPLICANT
Lot 9
Alpha 19 LLC
440 Louisiana St, Suite 952
Houston, Texas 77002
Telephone (210) 412-4622
Contact: Varun Sharma

OWNER / APPLICANT
Lot 5
VCSR PGA11 LLC
3901 Boynton Blvd
Flower Mound, Texas 75022
Telephone (870) 509-0000
Contact: Chandrasekhar Chintala

OWNER / APPLICANT
Lot 5
VARS ESTATES 12 LLC
9322 Middle Ground Place
Frisco, Texas 75035
Telephone (203) 893-6915
Contact: Rajiv Chalasani

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
501 W. President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPELS No. F-2121 And No. F-10043100
Contact: Karis Smith

SPIARS
ENGINEERING & SURVEYING
501 W. President George Bush Hwy., Suite 200 Richardson, TX 75080 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com
Karis Smith • karis.smith@spiarsengineering.com

Drawing: G:\2025 JOBS\25-130 Teel 380 PSP\CAD\Preliminary Site Plan.dwg Saved By: ksmith Save Time: 10/15/2025 2:56:05 PM
Plotted by: ksmith Plot Date: 10/15/2025 2:59 PM

Victory at Frontier, Block A, Lots 1 & 3-9 (DEVAPP-25-0014)

Information

Purpose:

- Include Lot 6 into the Preliminary Site Plan due to improvements being made on the lot.
    - Improvements to entry drive on Frontier Parkway eliminating angled (required) parking on Lot 6.
    - Lost spaces reincorporated into Lot 3 with shared parking agreement approved by the Town.

Lots Included:

- Lot 3: Health Studio (100,164 SF) – New
- Lot 5: Parking (7-Eleven) – New
- Lot 8: Restaurant/Retail Buildings (33,365 SF) – New
- Lot 9: Open Space (Floodplain)

Information

Lots Included:

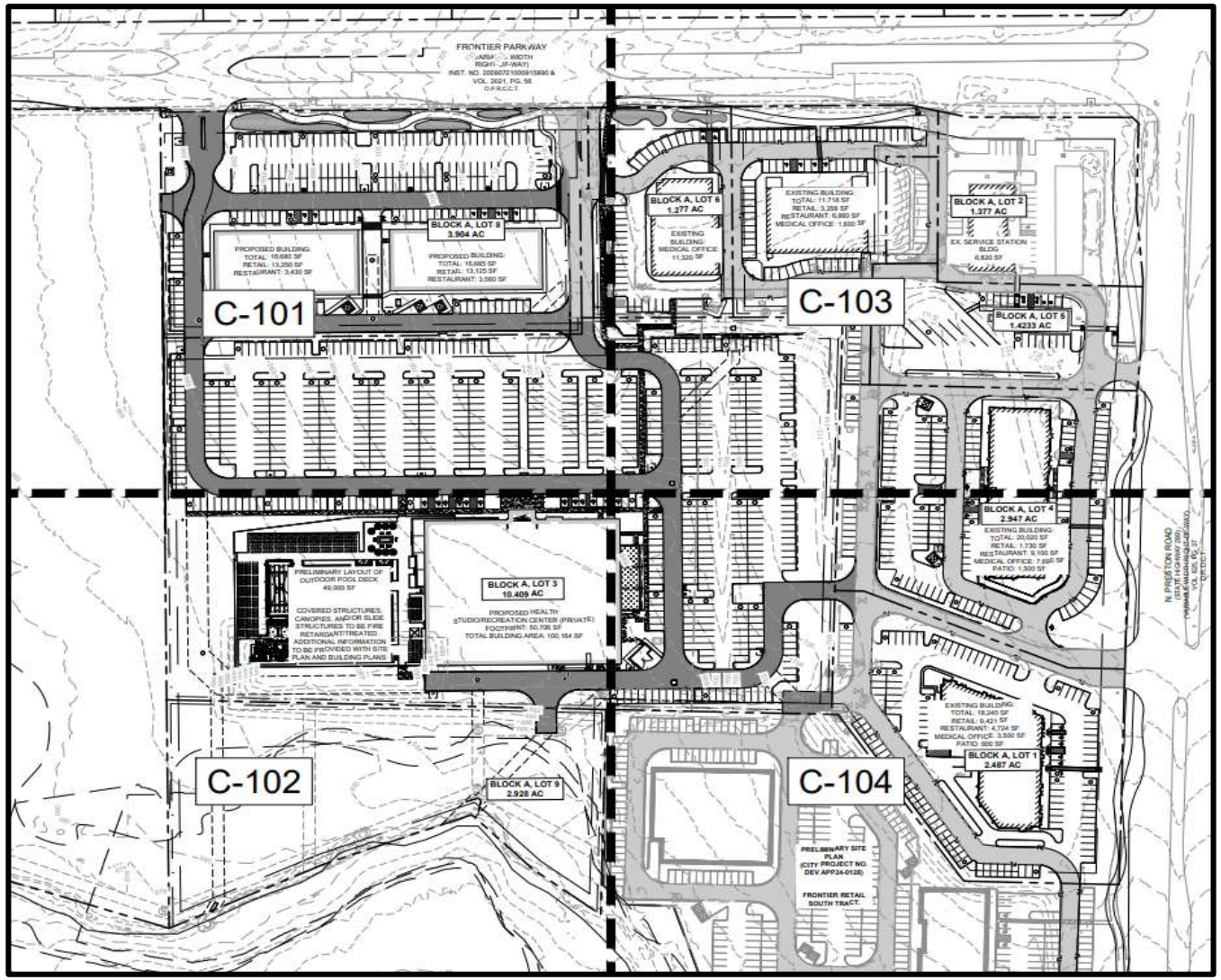
- Lot 1: Secondary Access Point for Lot 3
- Lot 4: Secondary Access Point for Lot 3
- Lot 5: Adjustment to Property Boundary
- Lot 6: Relocation of Angled Parking to Lot 3
- Lot 7: Adjustment to Property Boundary

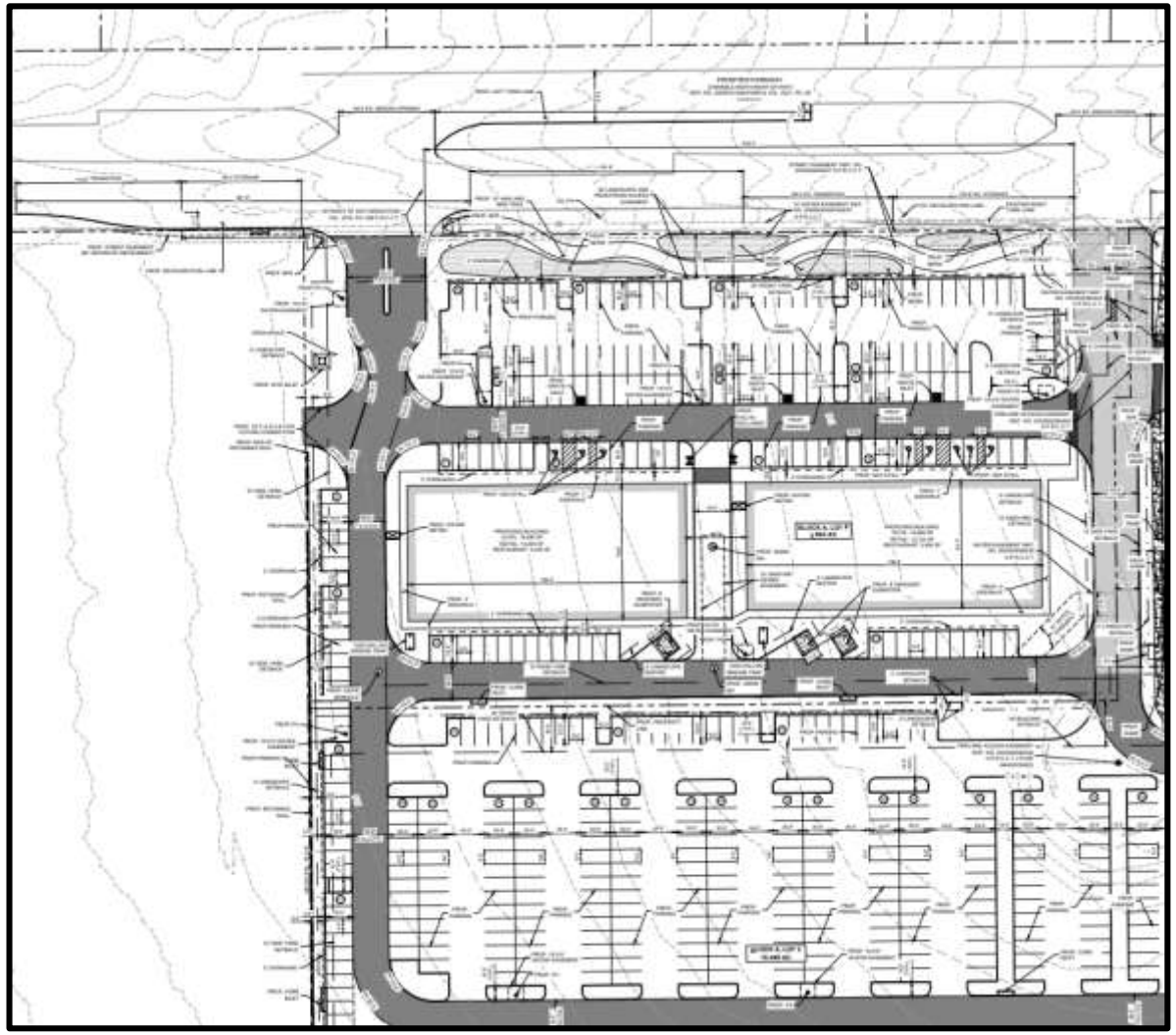
History:

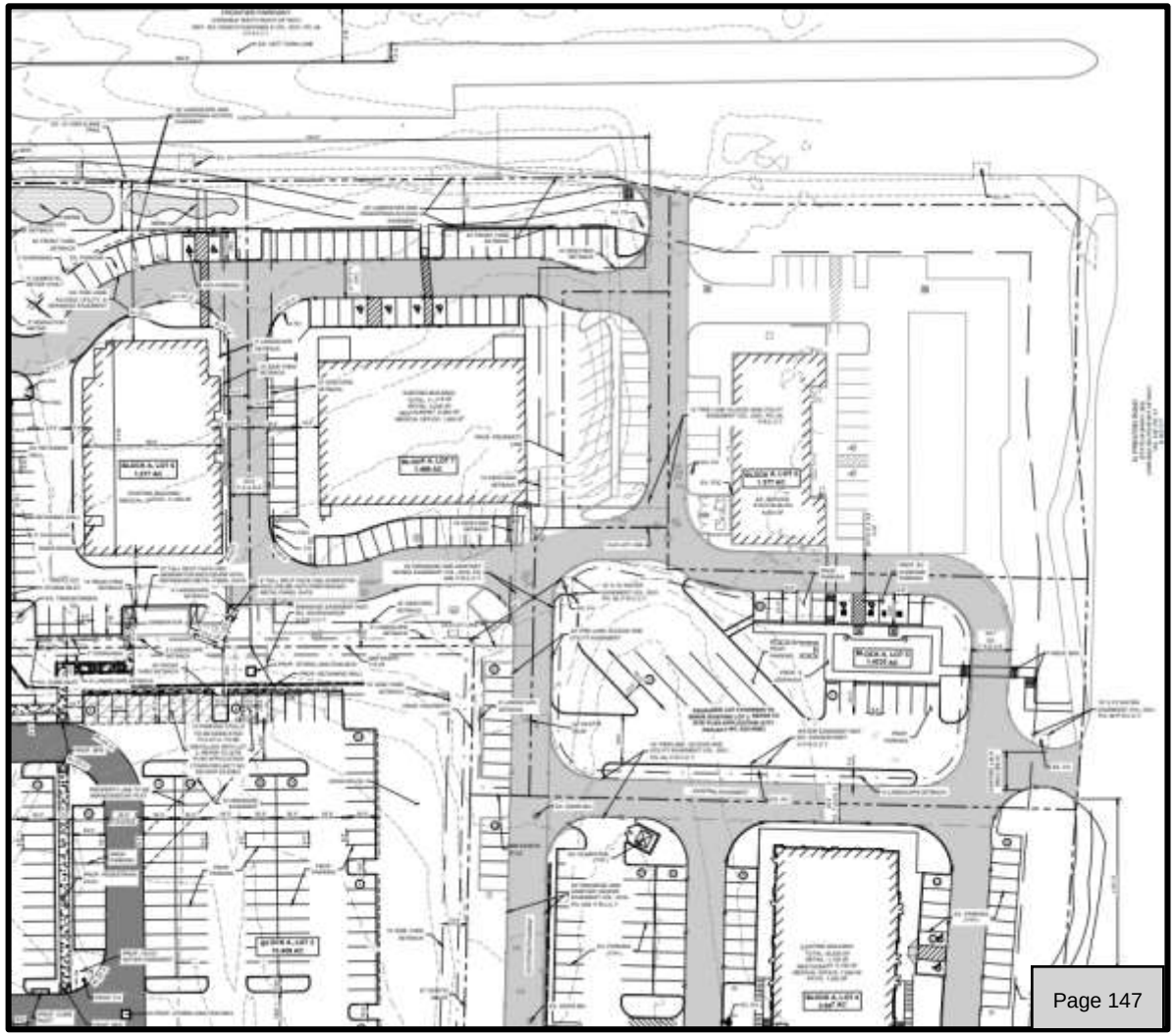
- A Preliminary Site Plan (DEVAPP-25-0014) was approved by the Planning & Zoning Commission on June 17, 2025.

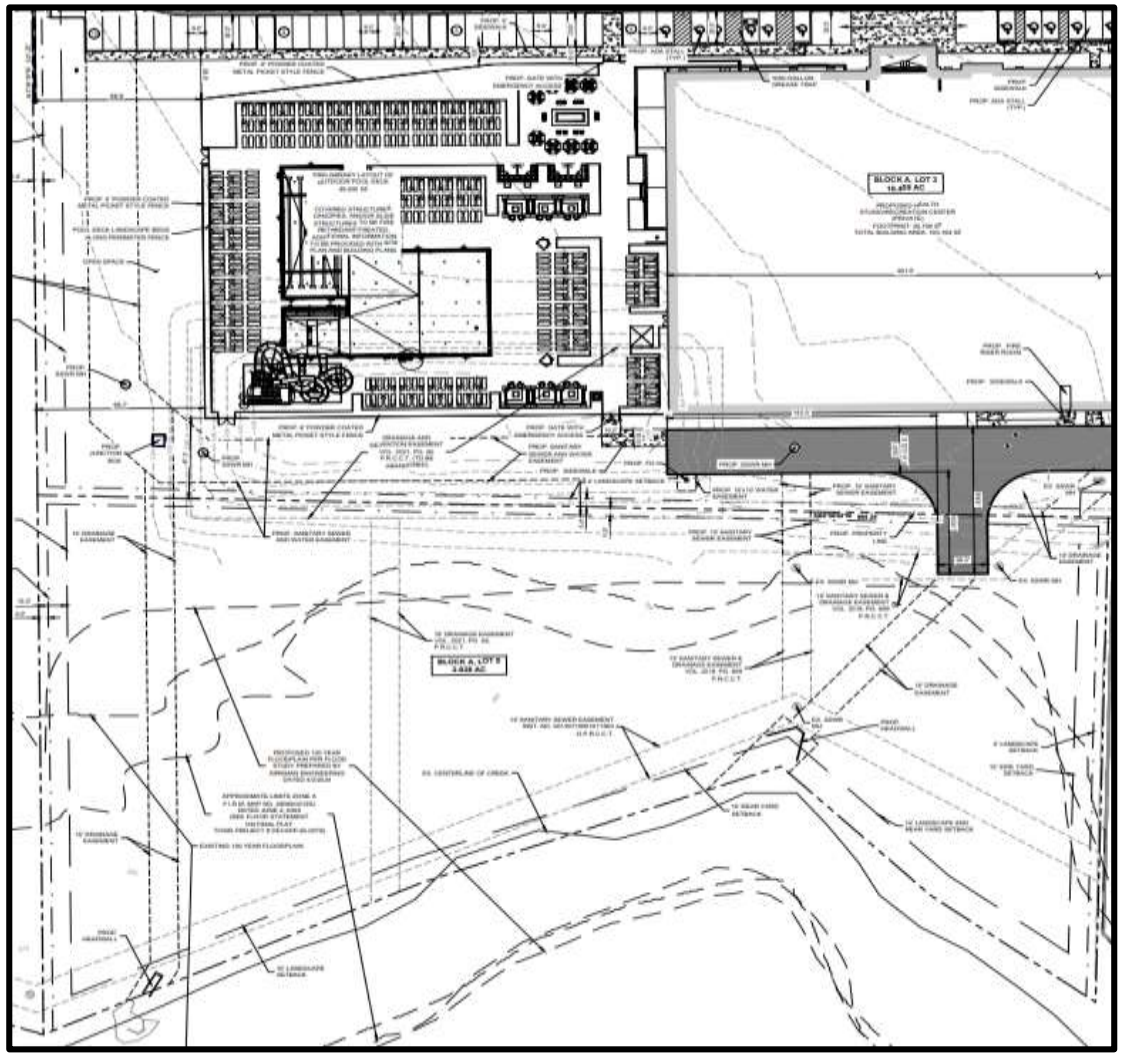
- A Waiver for Lot Frontage on Lots 3 and 9 was approved by the Town Council on June 24, 2025.

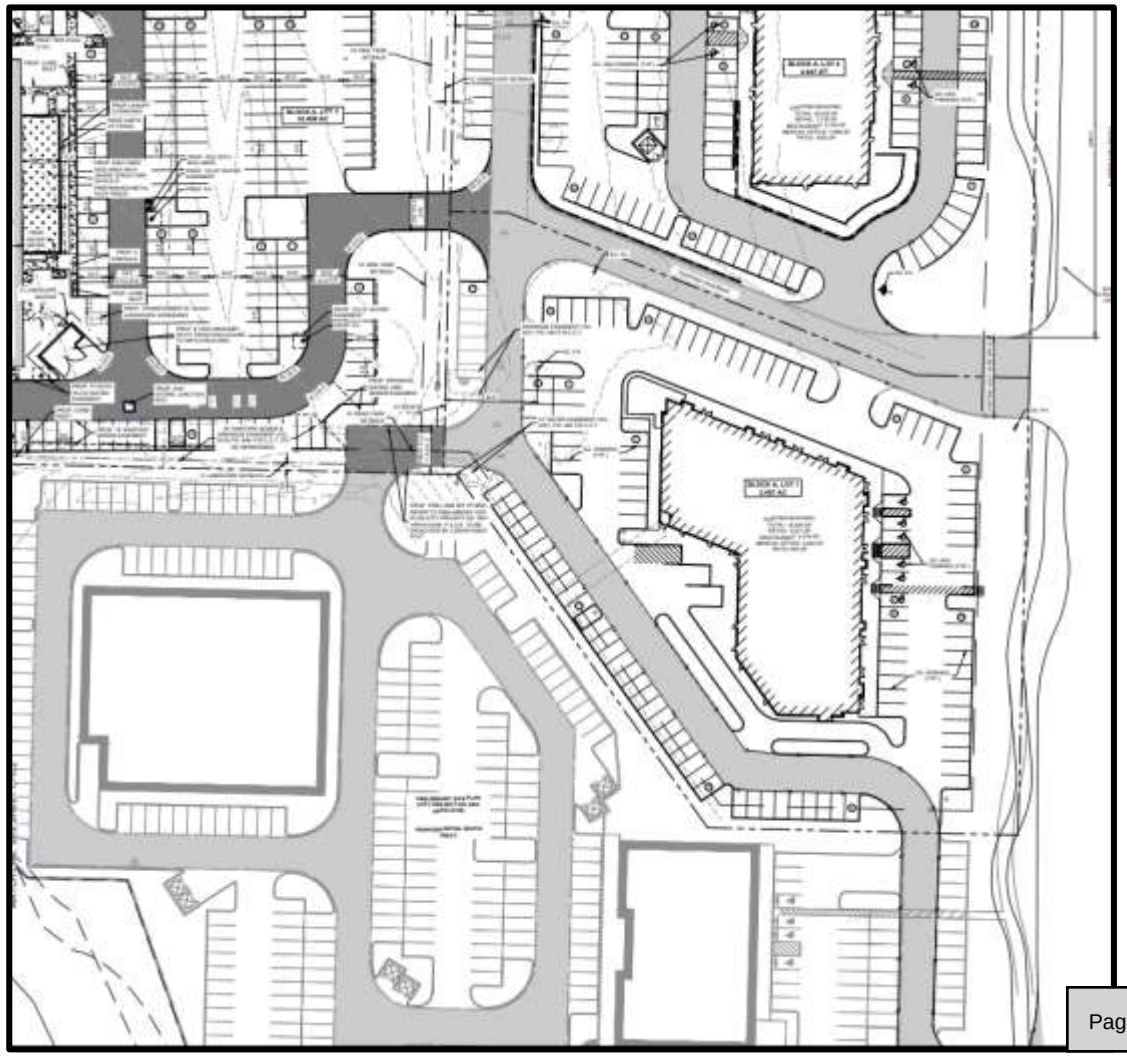
FRONTIER
PRESTON
LANIER
WAY
BOZMAN
TRL
LARIAT
DR

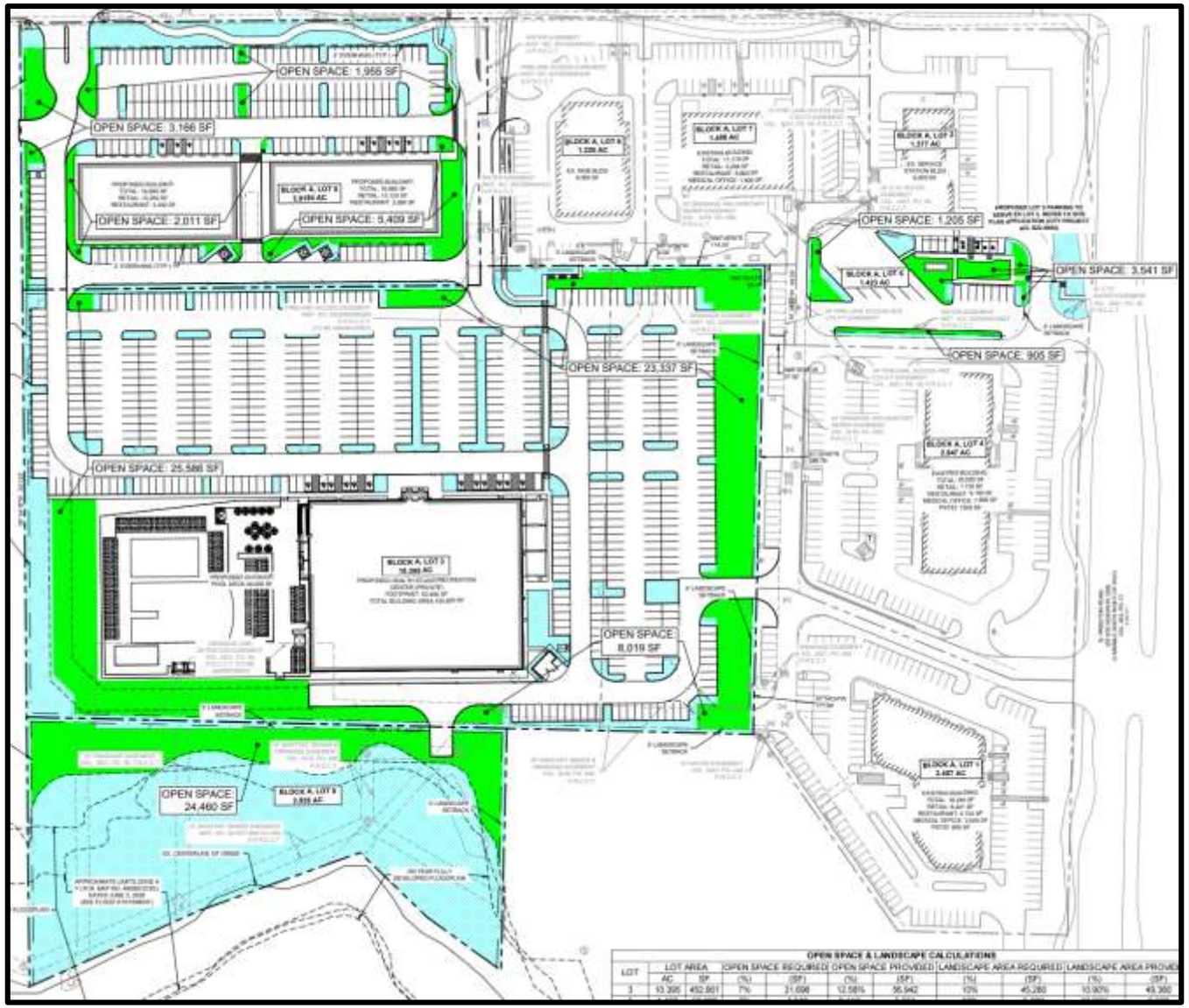

FRONTIER PARKWAY
BLOCK A, LOT 6
1.277 AC
BLOCK A, LOT 8
3.984 AC
BLOCK A, LOT 2
1.377 AC
BLOCK A, LOT 5
1.4233 AC
BLOCK A, LOT 4
2.947 AC
BLOCK A, LOT 3
10.409 AC
BLOCK A, LOT 9
2.928 AC
BLOCK A, LOT 1
2.487 AC
C-101
C-102
C-103
C-104
N. PRESTON ROAD

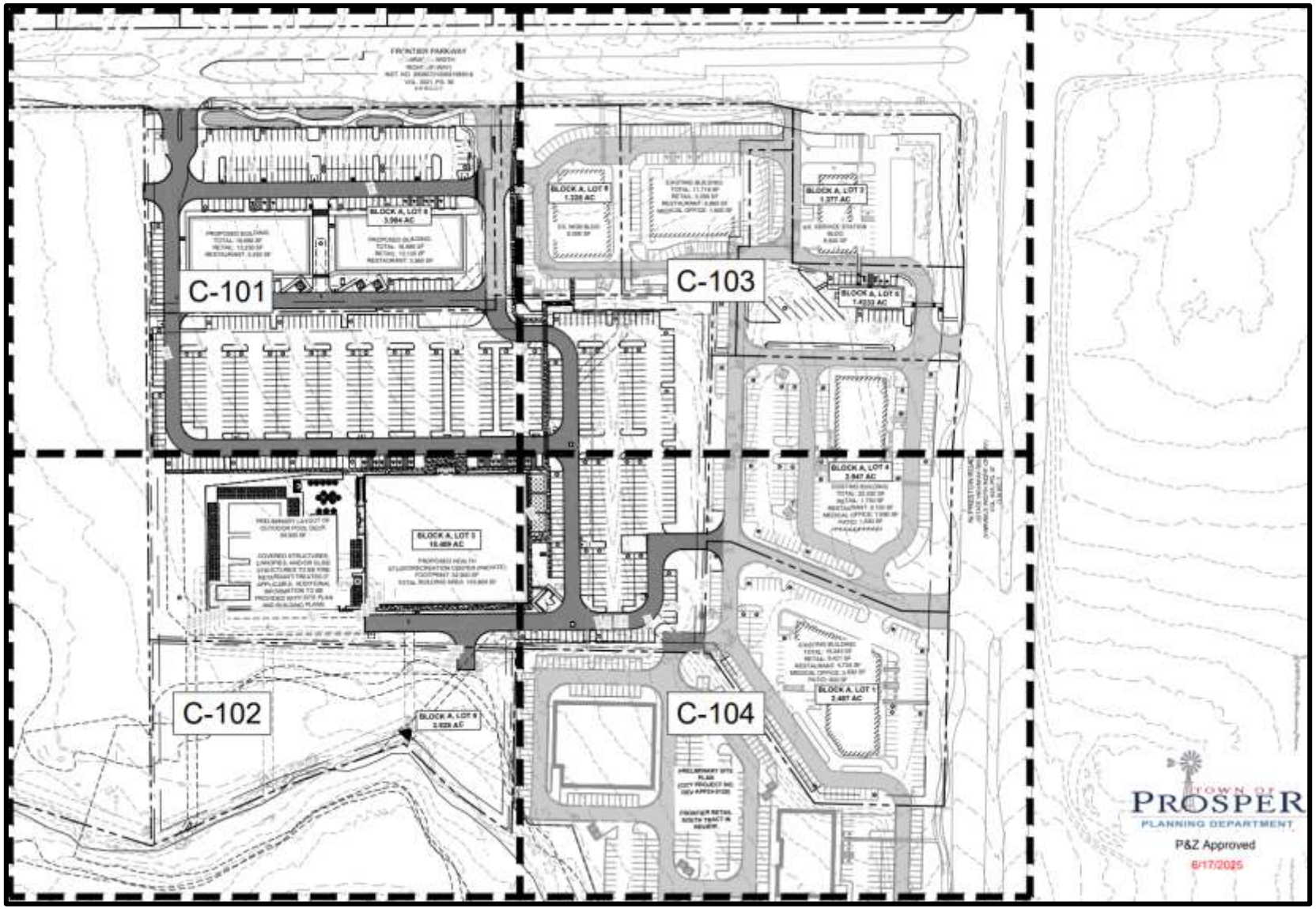


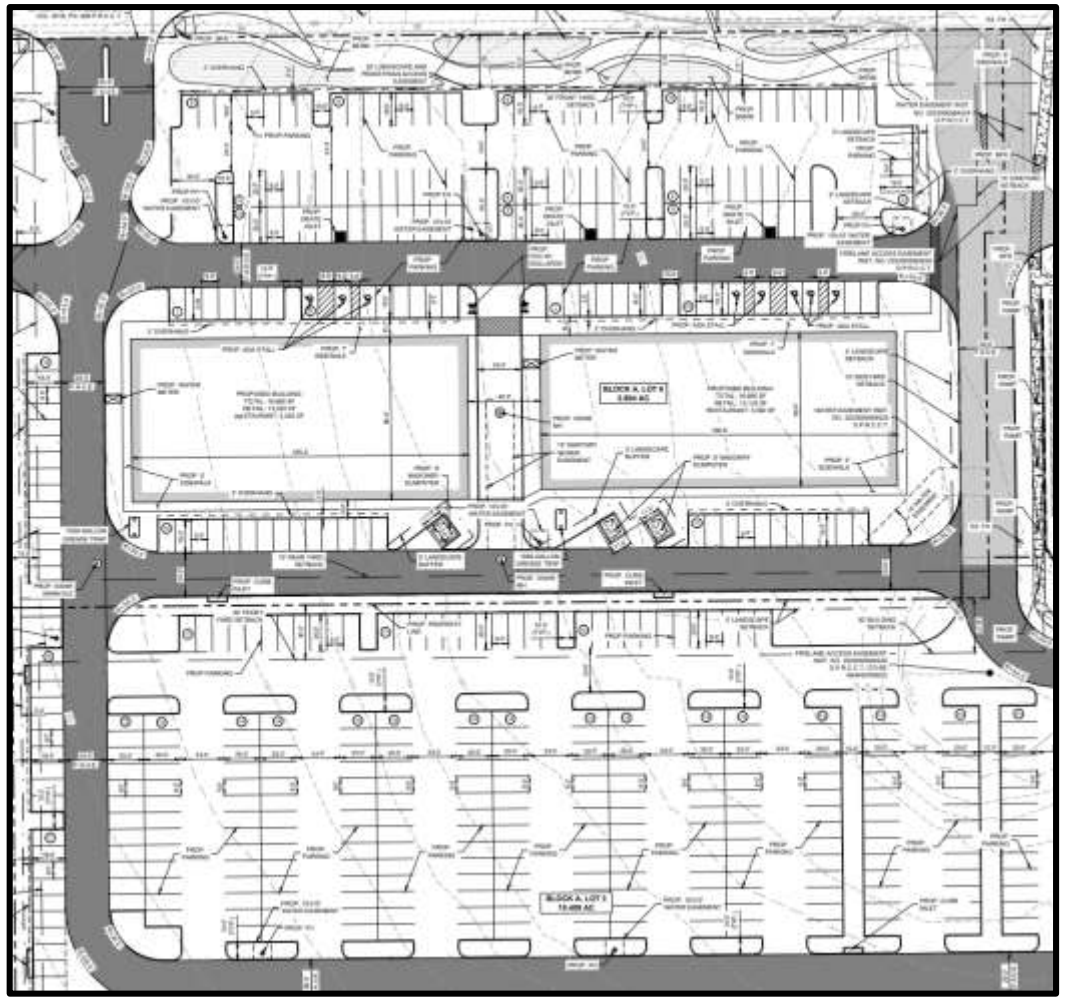


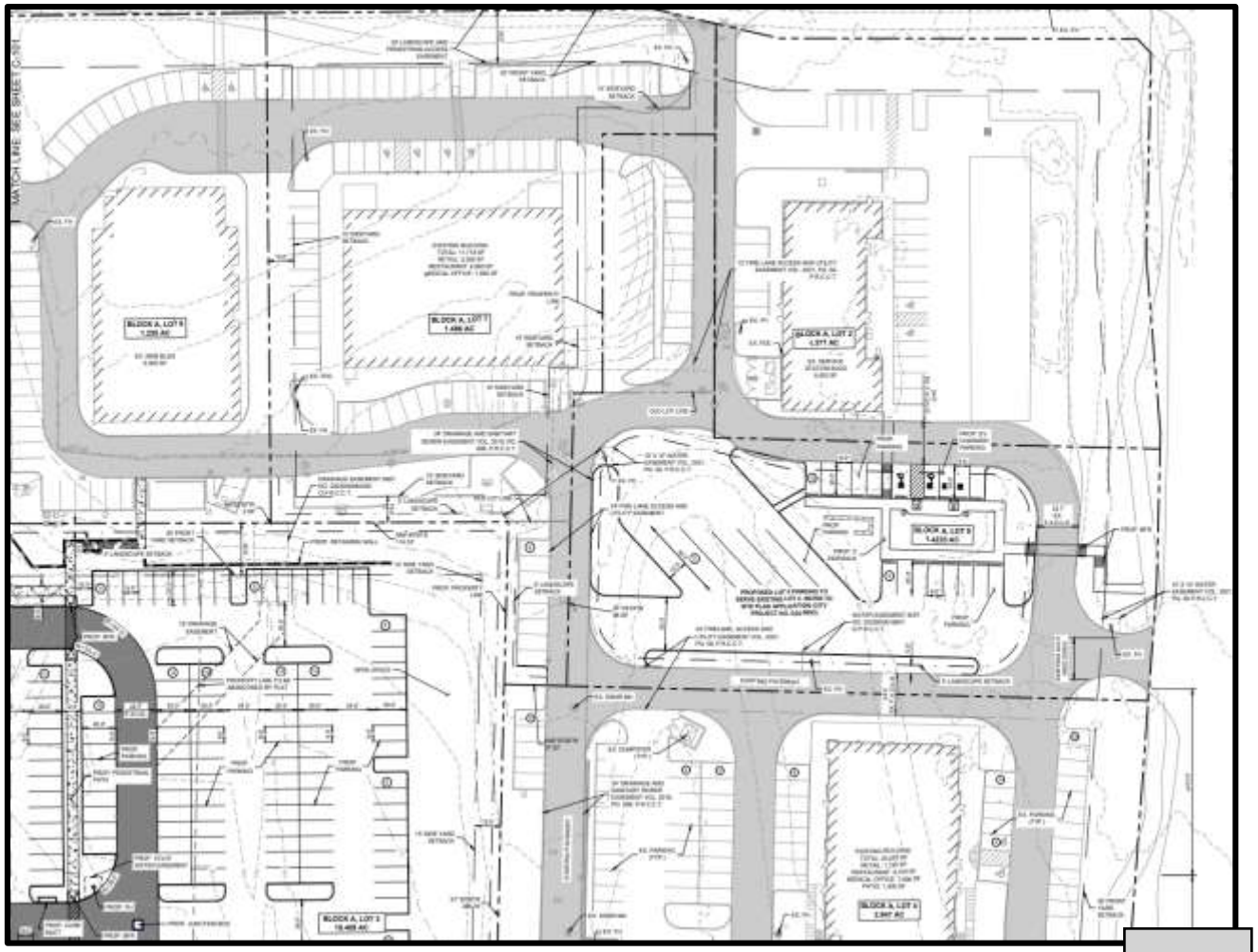

BLOCK A, LOT 2
10.459 AC
BLOCK A, LOT 3
3.838 AC

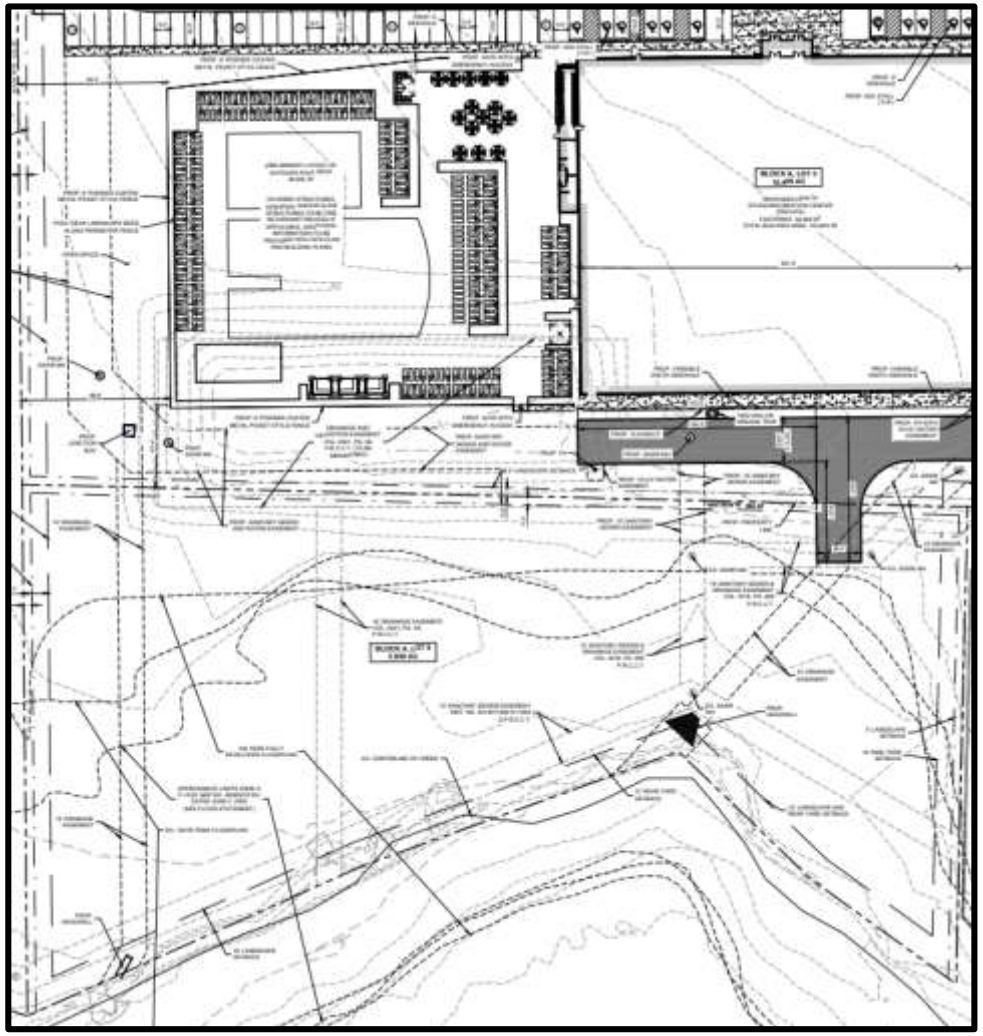


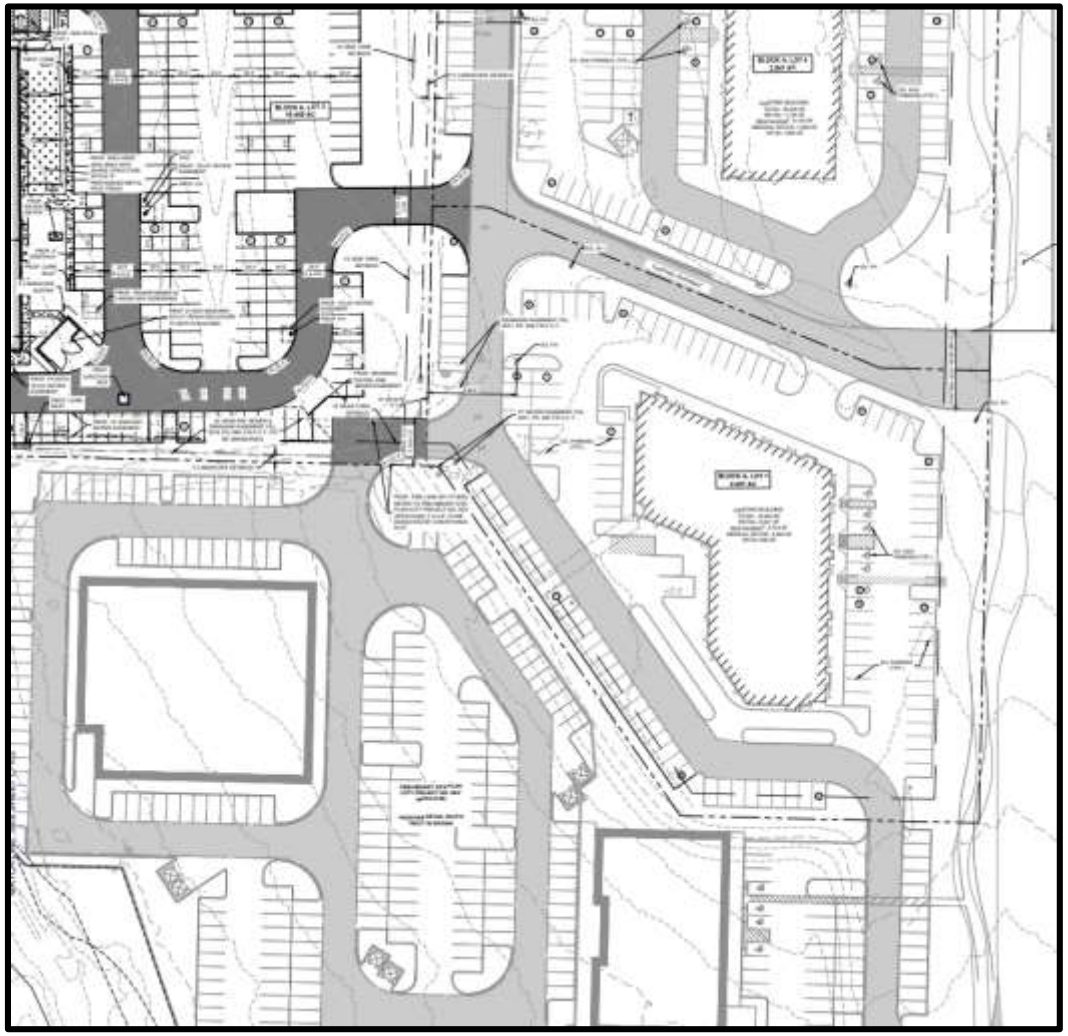

OPEN SPACE: 1,955 SF
OPEN SPACE: 3,166 SF
OPEN SPACE: 2,011 SF
OPEN SPACE: 5,409 SF
OPEN SPACE: 1,205 SF
OPEN SPACE: 3,541 SF
OPEN SPACE: 905 SF
OPEN SPACE: 23,337 SF
OPEN SPACE: 25,586 SF
OPEN SPACE 8,019 SF
OPEN SPACE 24,460 SF
OPEN SPACE & LANDSCAPE CALCULATIONS
LOT
LOT AREA
OPEN SPACE REQUIRED
OPEN SPACE PROVIDED
LANDSCAPE AREA REQUIRED
LANDSCAPE AREA PROVIDED


C-101
C-102
C-103
C-104
TOWN OF PROSPER
PLANNING DEPARTMENT
P&Z Approved
6/17/2025









Victory at Frontier, Block A, Lots 1R, 3, 4R, 6, & 9 (DEVAPP-25-0080)

Information

Purpose:

- Construct a health studio totaling 100,164 square feet and associated parking.

Lots Included:

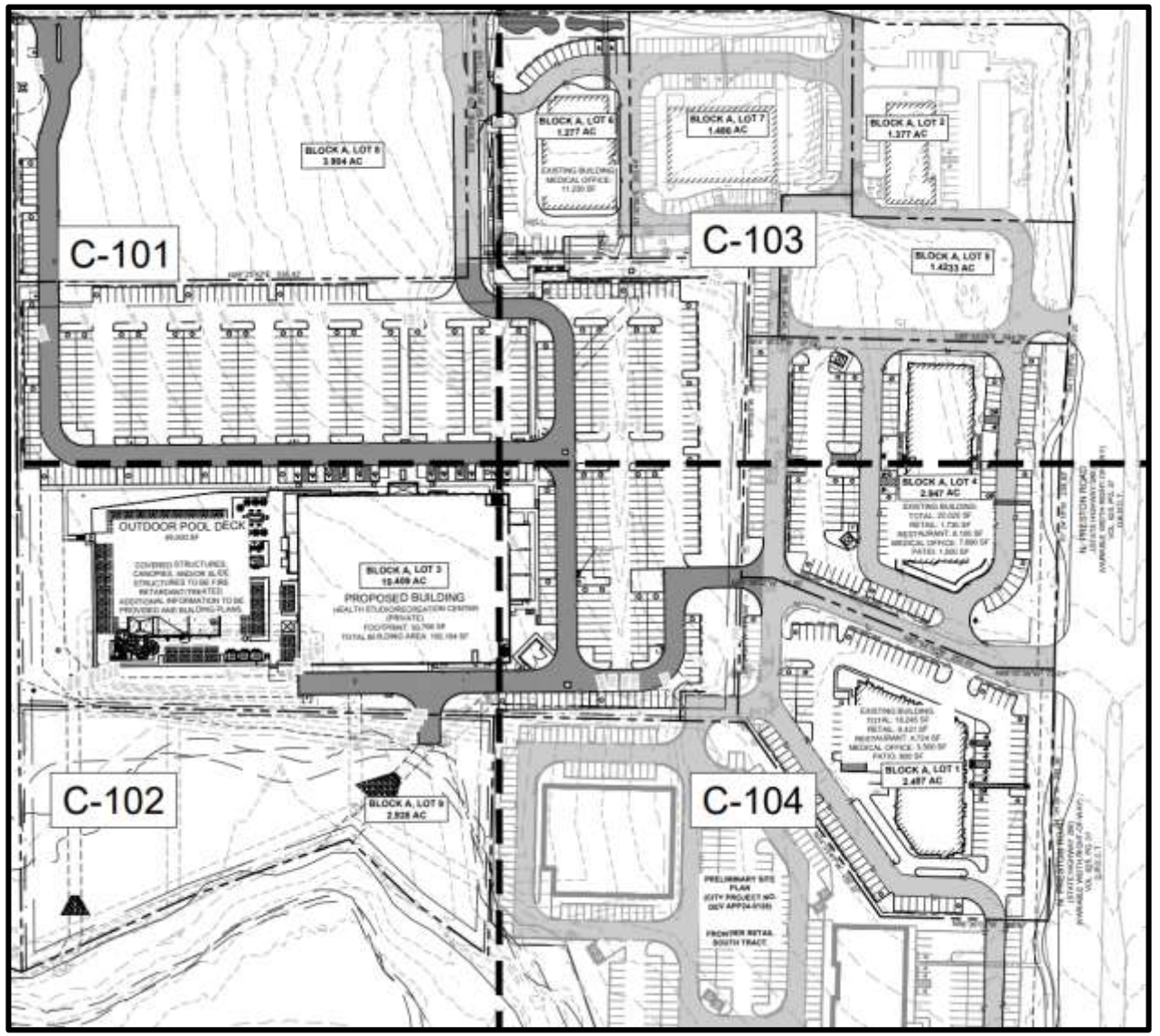
- Lots 1R and 4R: Secondary Access Point for Lot 3
- Lot 6: Relocation of Angled Parking to Lot 3

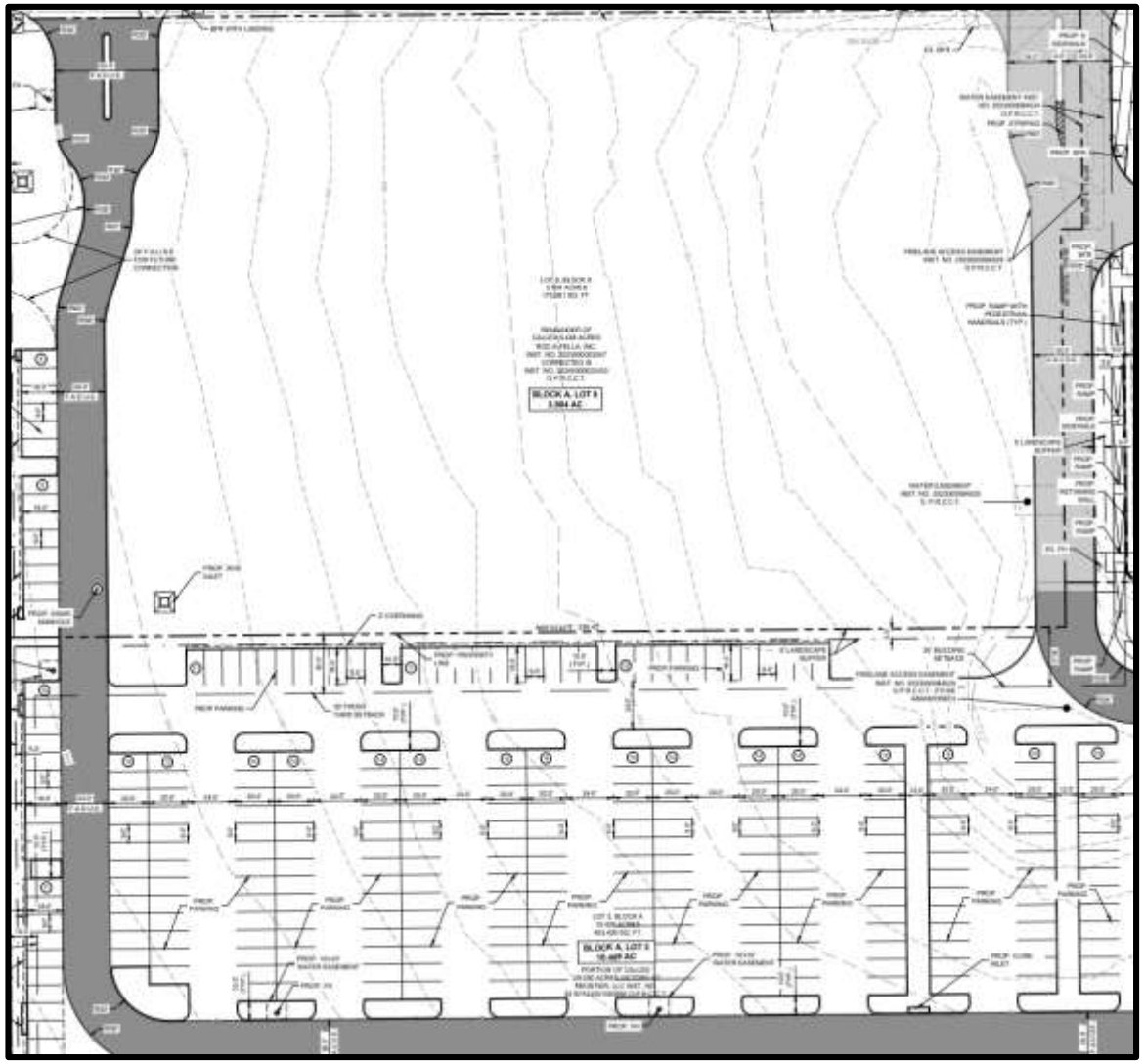
History:

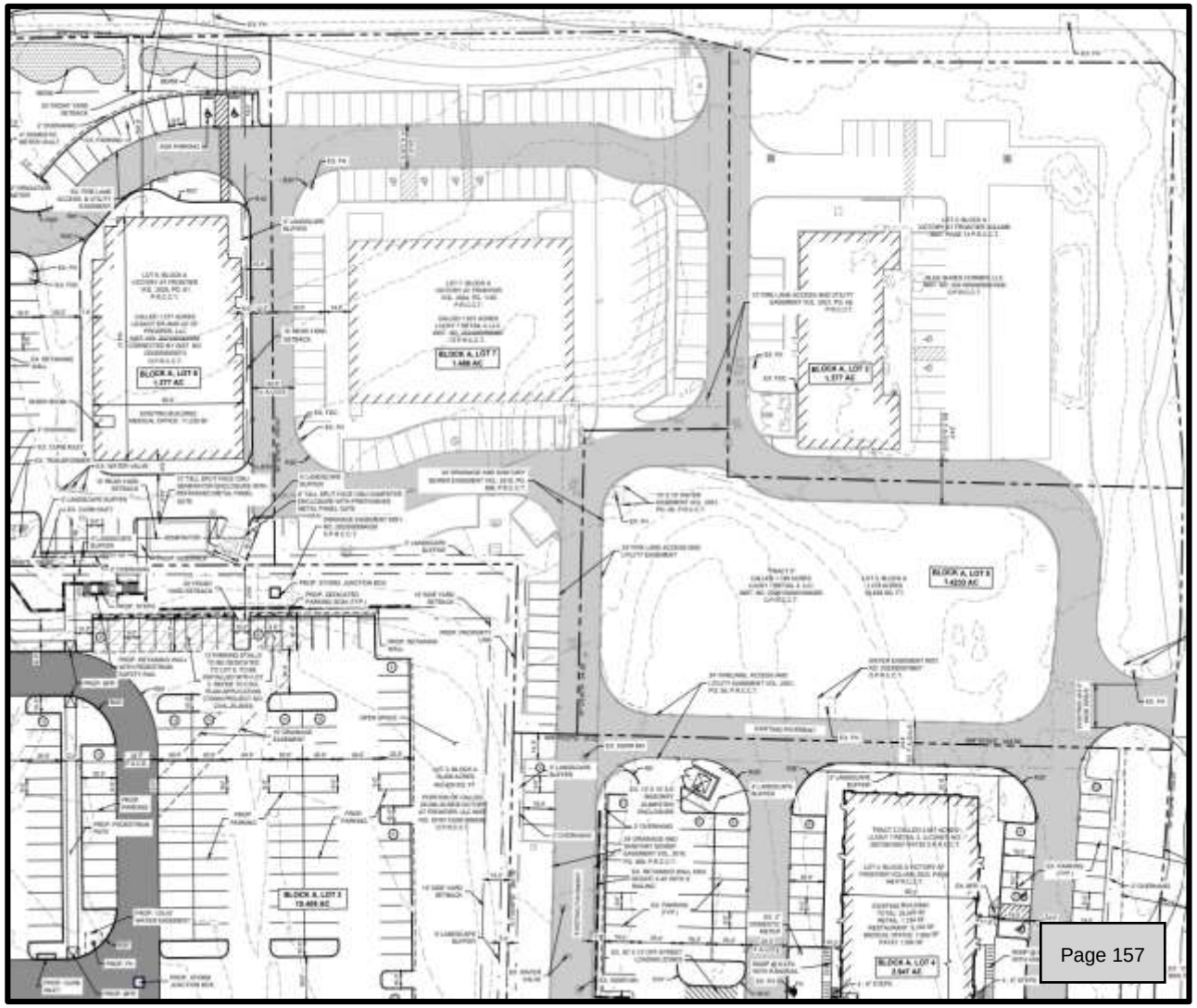
- A Preliminary Site Plan (DEVAPP-25-0014) was approved by the Planning & Zoning Commission on June 17, 2025.

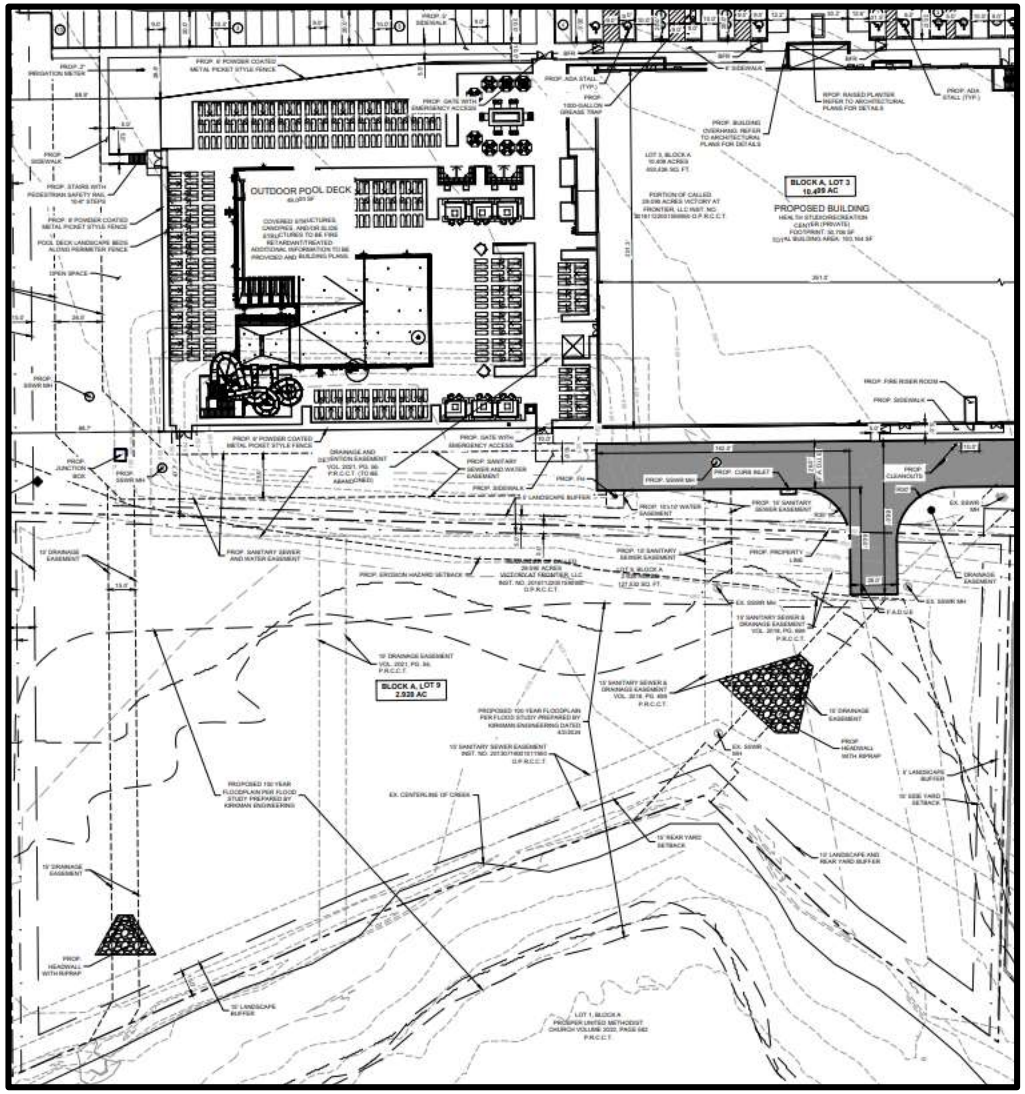
- A Waiver for Lot Frontage on Lots 3 and 9 was approved by the Town Council on June 24, 2025.

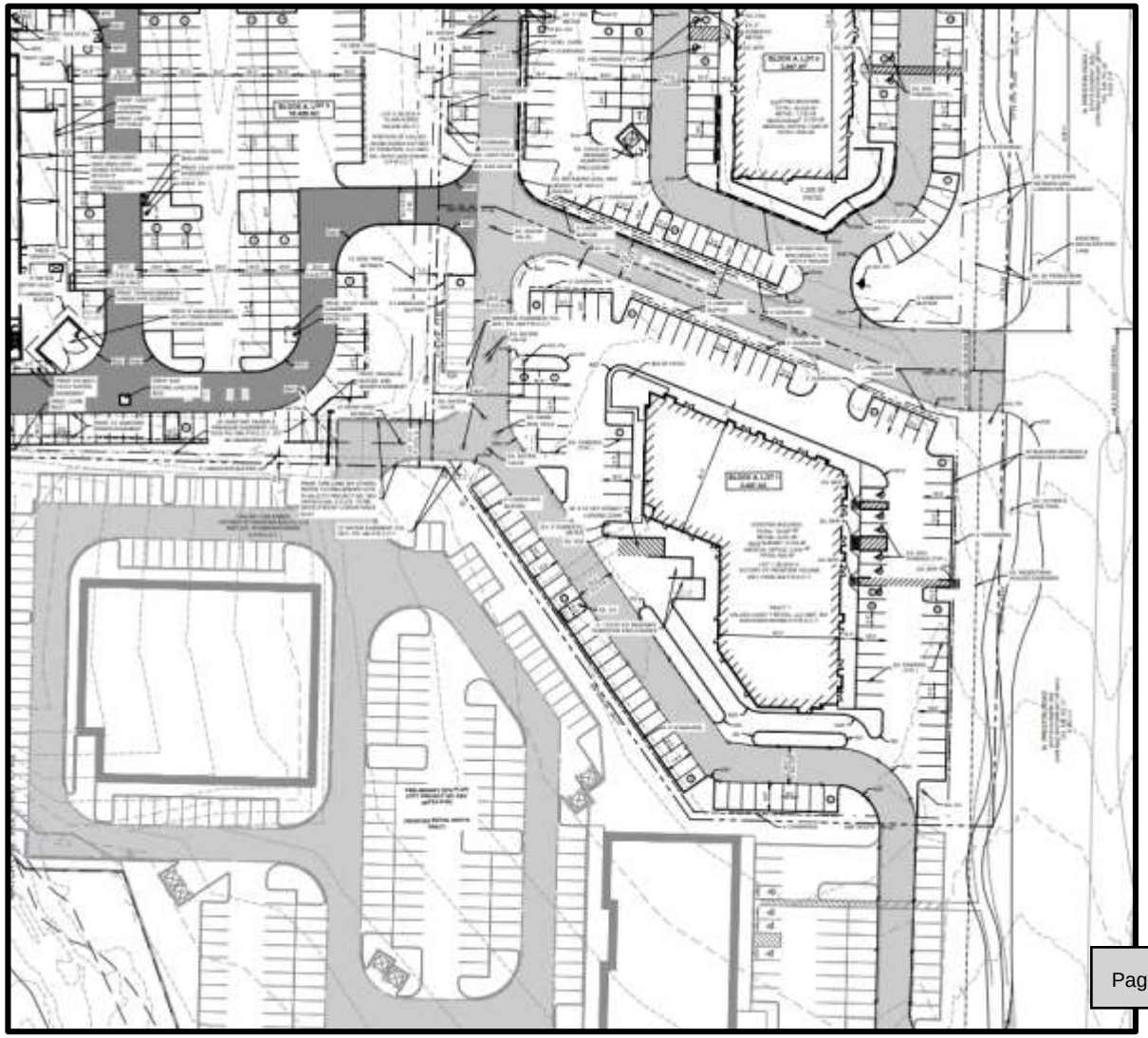
W FRONTIER PKWY
S PRESTON RD
E FRONTIER PKWY
SANTA FE LN
CHEYENNE DR
VICTORY WAY
N PRESTON RD
LARIAT DR
CHISHOLM TRL
DODGE DR
BOZMAN TRL
LANIER WAY
N COLEMAN ST
COLEMAN ST
WINCHESTER DR

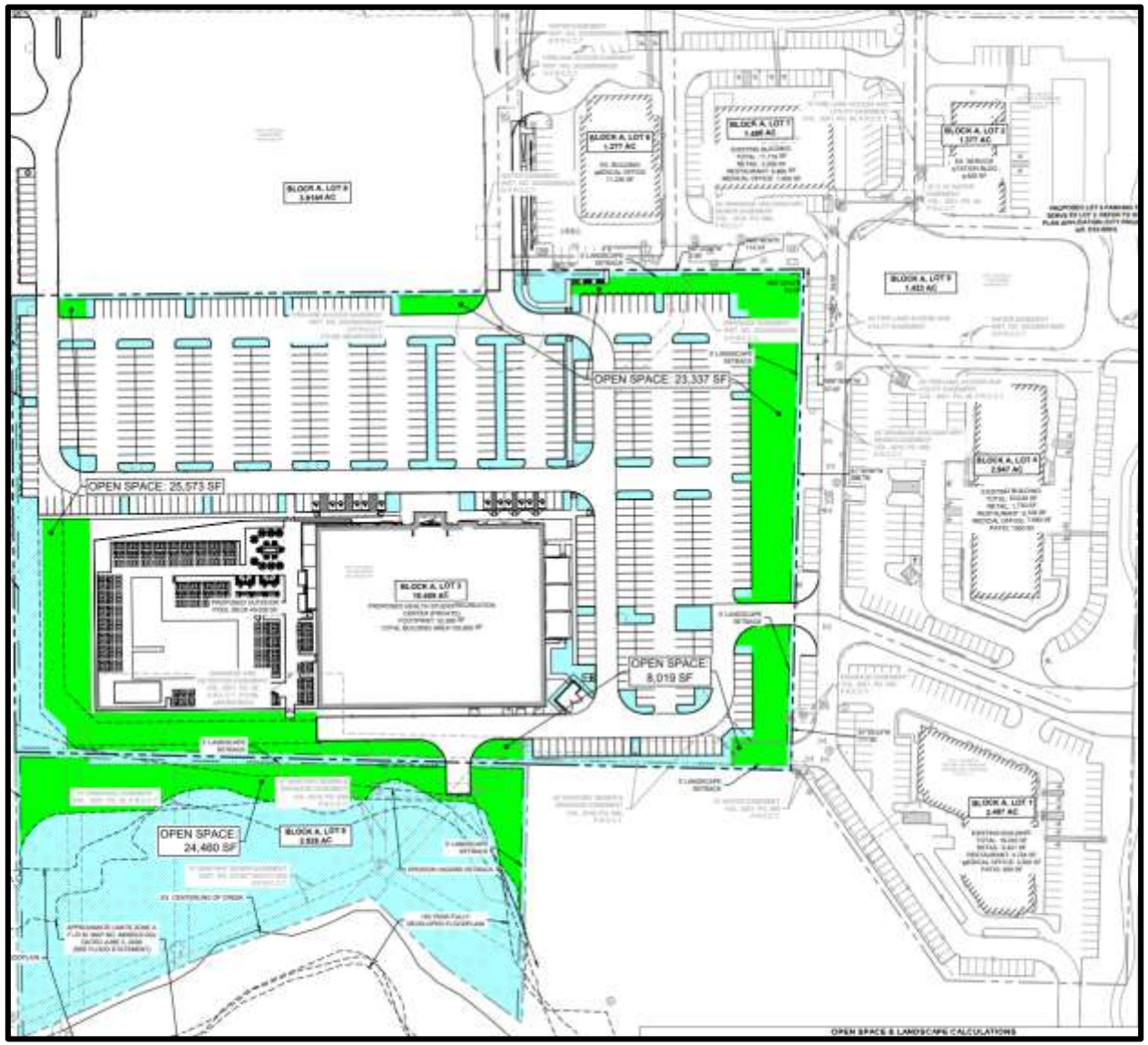

C-101
C-103
C-102
C-104
OUTDOOR POOL DECK
PROPOSED BUILDING
BLOCK A, LOT 3
10.409 AC
BLOCK A, LOT 4
2.947 AC
BLOCK A, LOT 5
2.487 AC
BLOCK A, LOT 9
2.928 AC
N. PRESTON ROAD

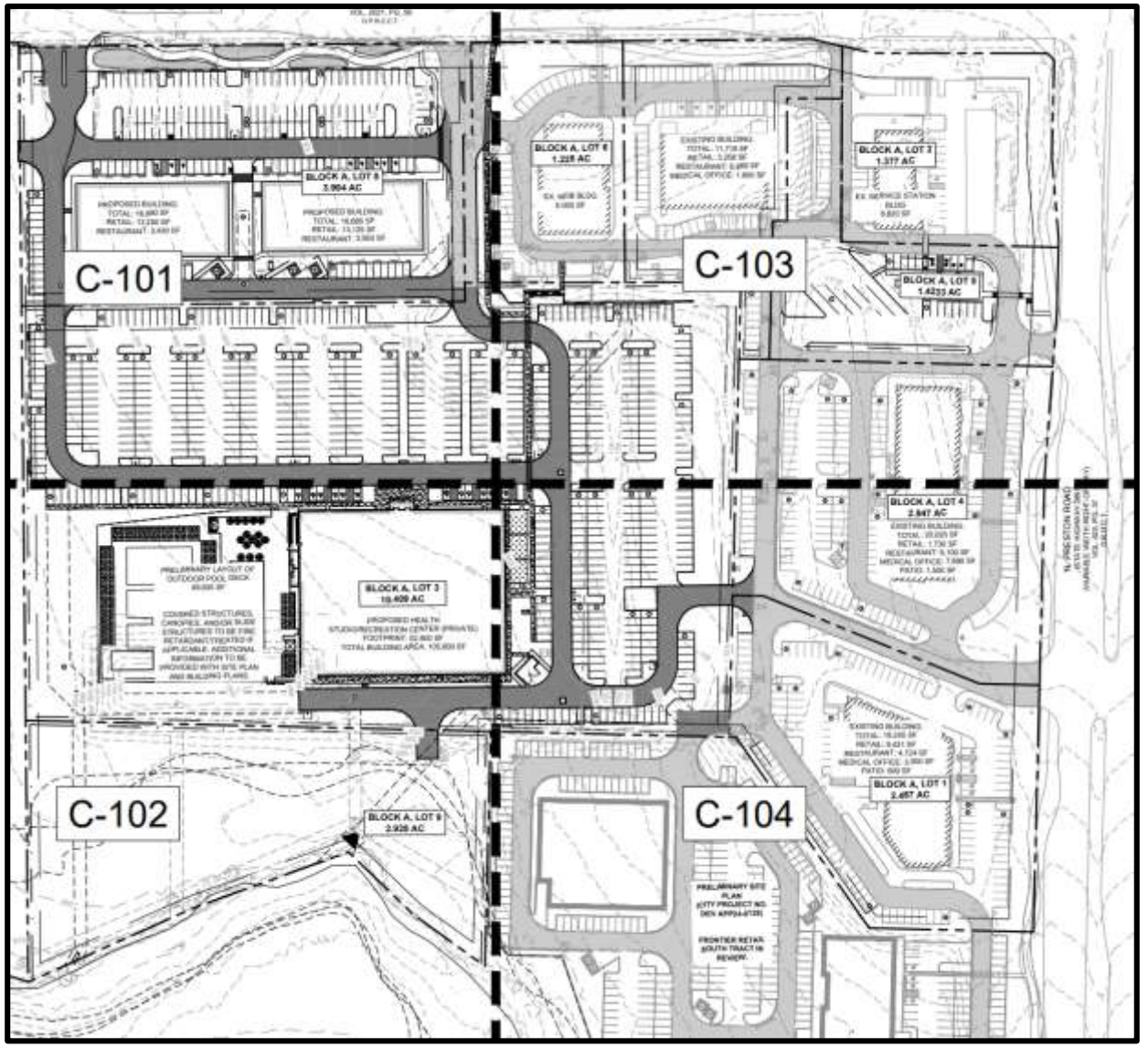





OUTDOOR POOL DECK
PROPOSED BUILDING
BLOCK A, LOT 3
10.499 AC
BLOCK A, LOT 9
2.939 AC




OPEN SPACE: 25,573 SF
OPEN SPACE: 23,337 SF
OPEN SPACE: 8,019 SF
OPEN SPACE: 24,460 SF
OPEN SPACE & LANDSCAPE CALCULATIONS


C-101
C-102
C-103
C-104
BLOCK A, LOT 6
1.228 AC
BLOCK A, LOT 5
3.904 AC
BLOCK A, LOT 2
1.377 AC
BLOCK A, LOT 8
1.4233 AC
BLOCK A, LOT 4
2.947 AC
BLOCK A, LOT 3
10.409 AC
BLOCK A, LOT 9
2.928 AC
BLOCK A, LOT 1
2.457 AC

Teel 380 Addition
Block A, Lots 1B, 2, 4, 5, and 9
(DEVAPP-25-0058)

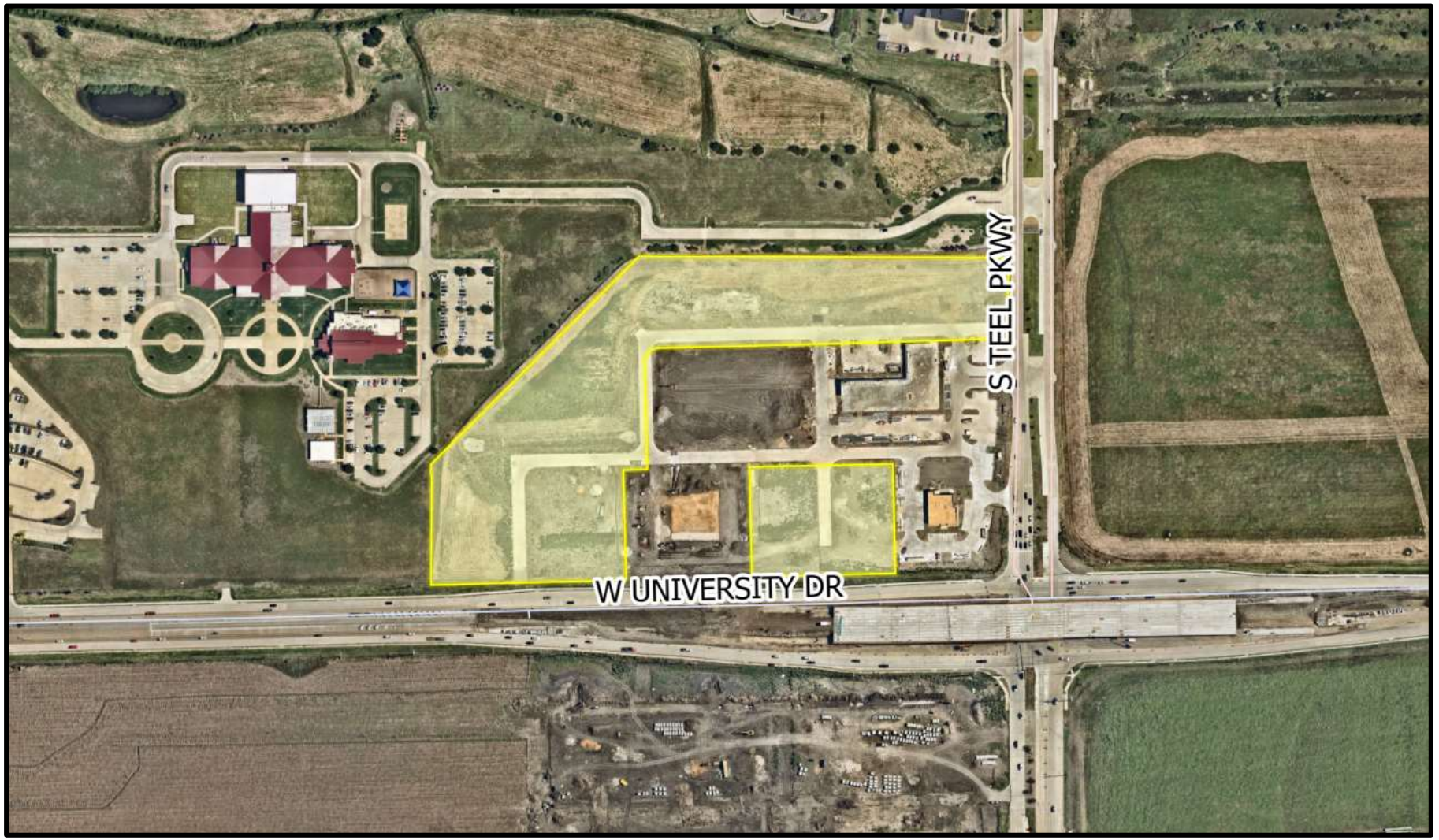
Information

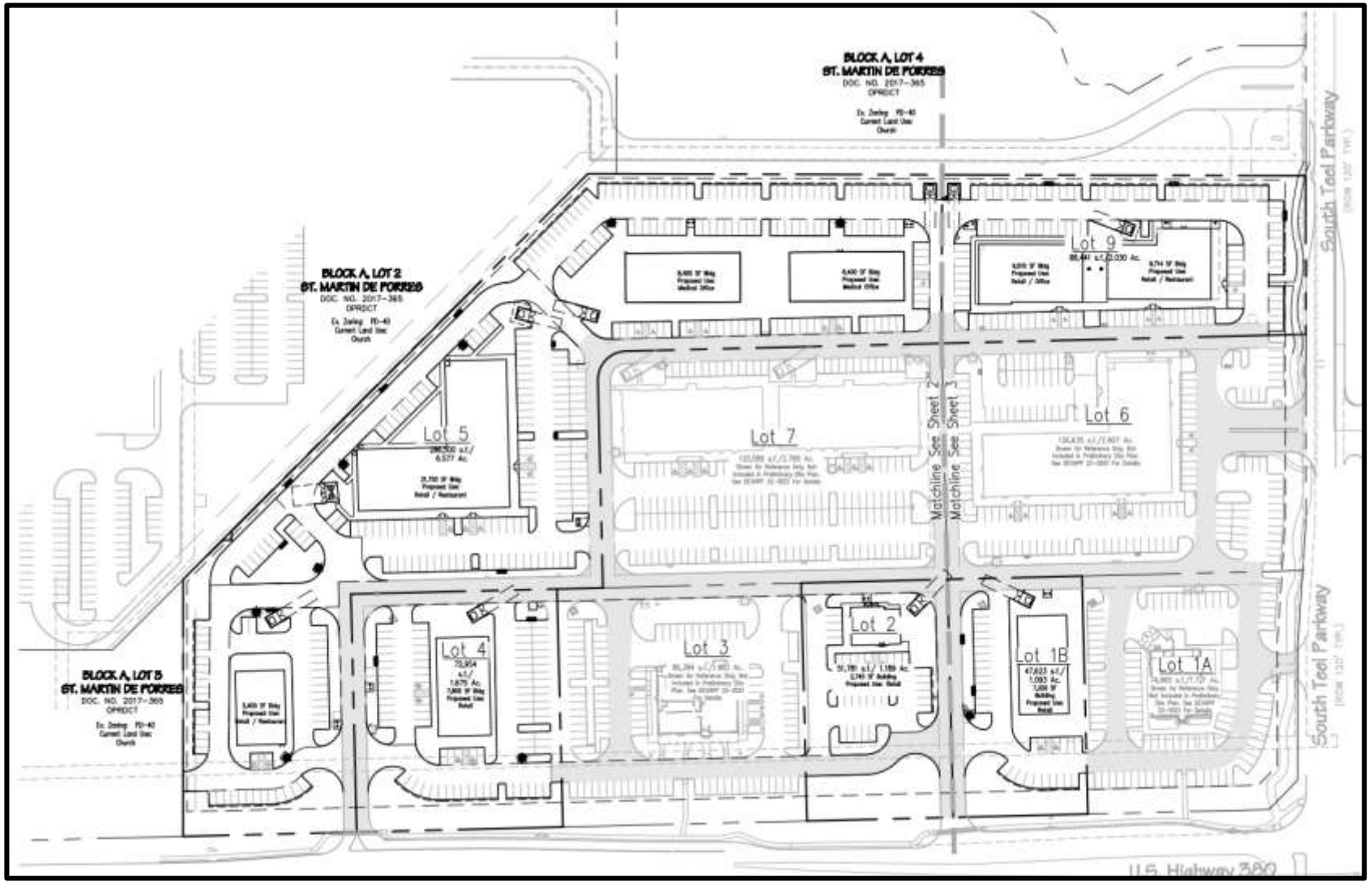
Purpose:

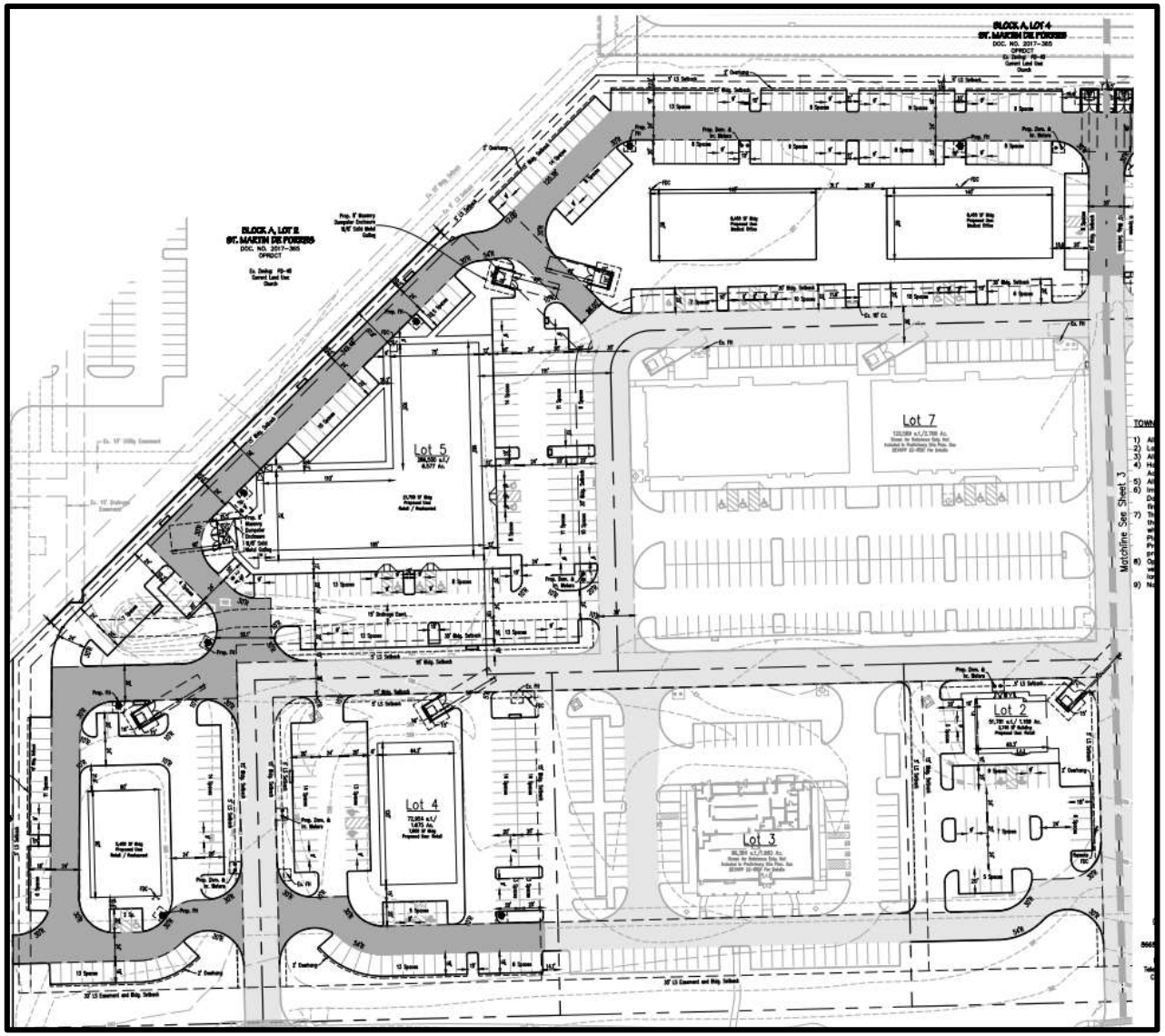
- Construct nine commercial buildings totaling 80,419 square feet and associated parking on five lots.
    - Lot 1B: Retail Building (7,200 SF)
    - Lot 2: Restaurant/Retail Building (2,745 SF)
    - Lot 4: Restaurant/Retail Building (7,800 SF)
    - Lot 5: Medical Offices (16,800 SF) and Restaurant/Retail Buildings (27,150 SF)
    - Lot 9: Professional Office/Retail Building (9,010 SF) and Restaurant/Retail Building (9,714 SF)

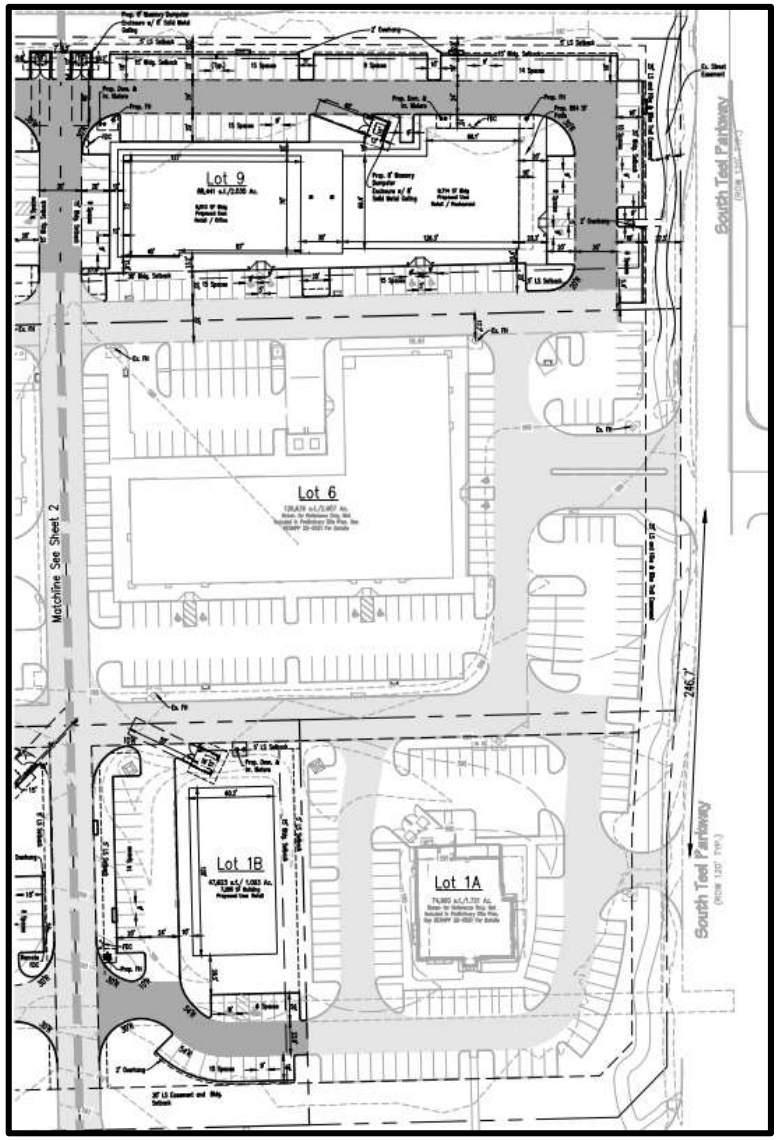
History:

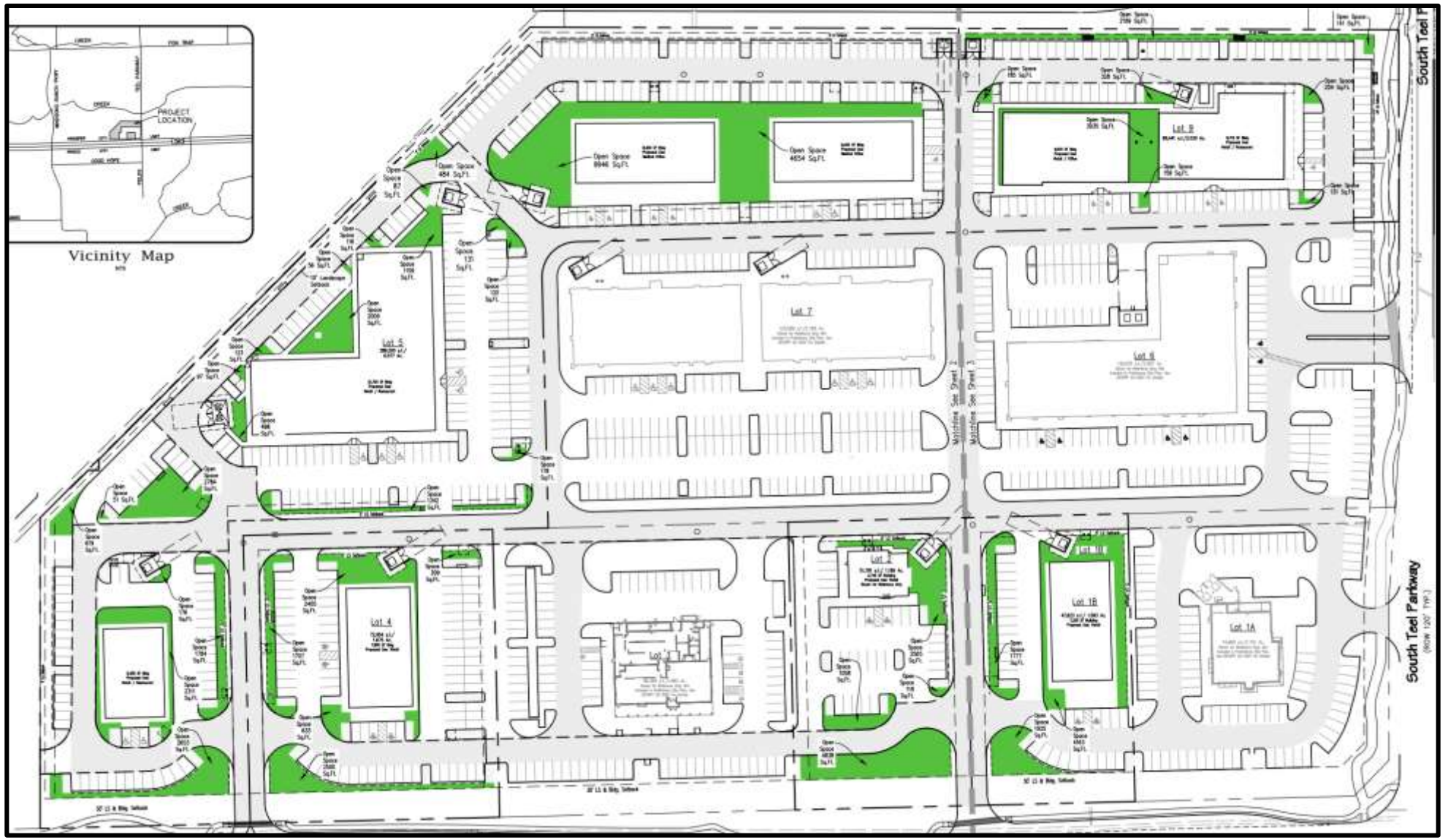
- A Preliminary Site Plan (D22-0021) was approved by the Planning & Zoning Commission on May 17, 2022.
    - A revision was approved by Town Staff on May 17, 2023; however, it has since expired.

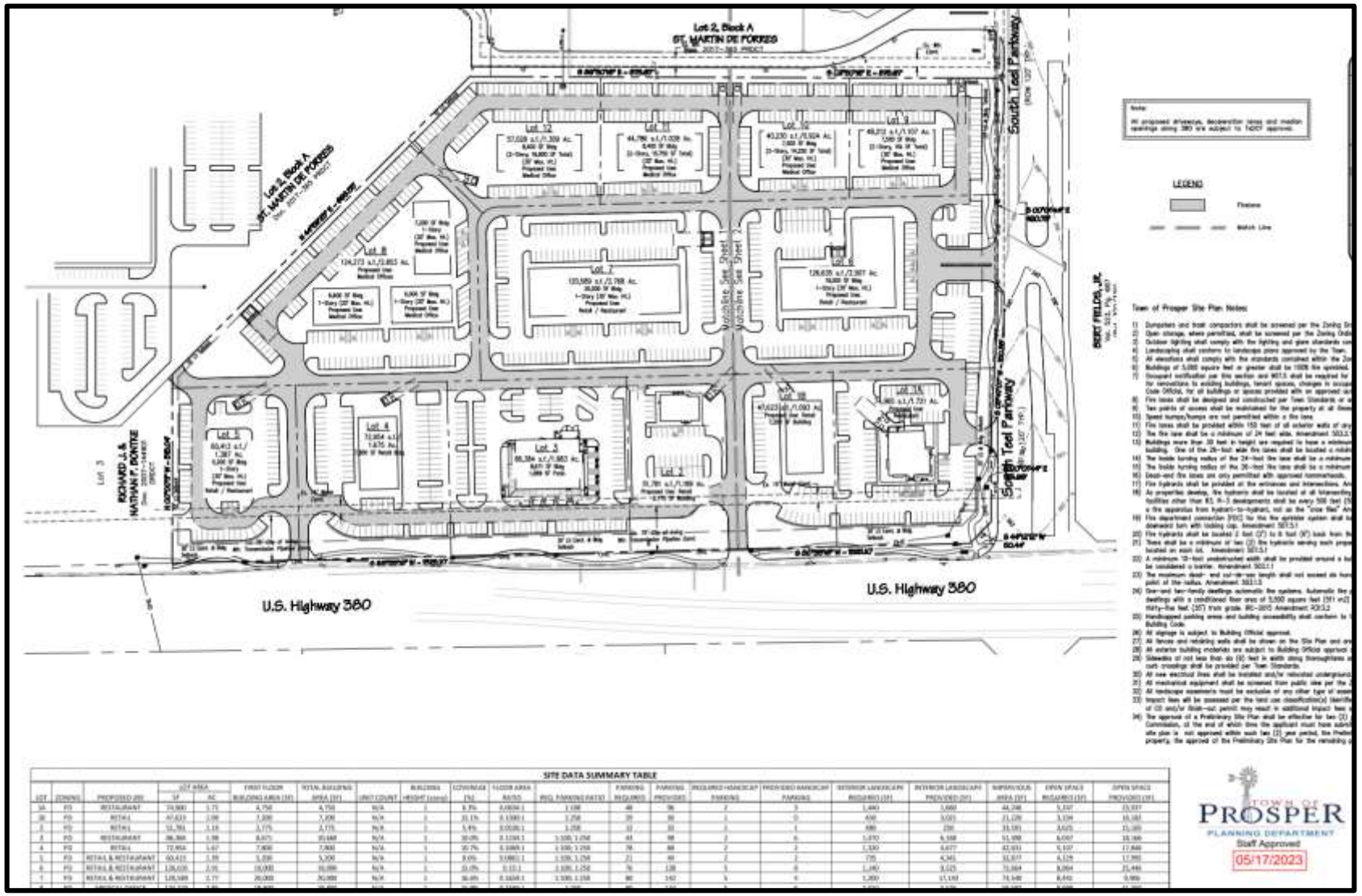

S TEEL PKWY
W UNIVERSITY DR

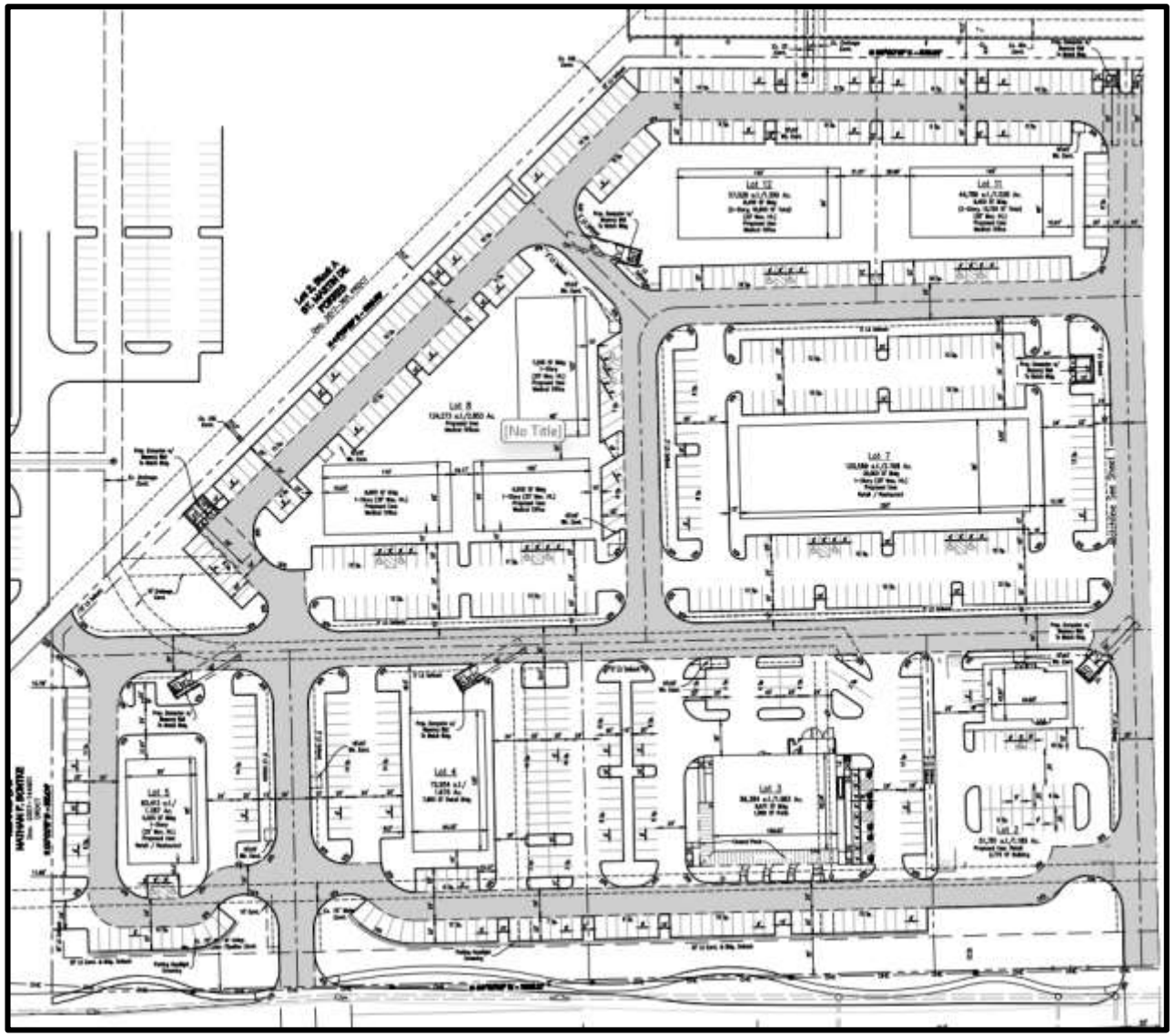

BLOCK A, LOT 4
ST. MARTIN DE PORRES
DOC. NO. 2017-365
OPRDCT
BLOCK A, LOT 2
ST. MARTIN DE PORRES
DOC. NO. 2017-365
OPRDCT
BLOCK A, LOT 5
ST. MARTIN DE PORRES
DOC. NO. 2017-365
OPRDCT
Lot 9
Lot 5
Lot 7
Lot 6
Lot 4
Lot 3
Lot 2
Lot 1B
Lot 1A
Matchline See Sheet 2
Matchline See Sheet 1
South Teel Parkway
South Teel Parkway
U.S. Highway 380

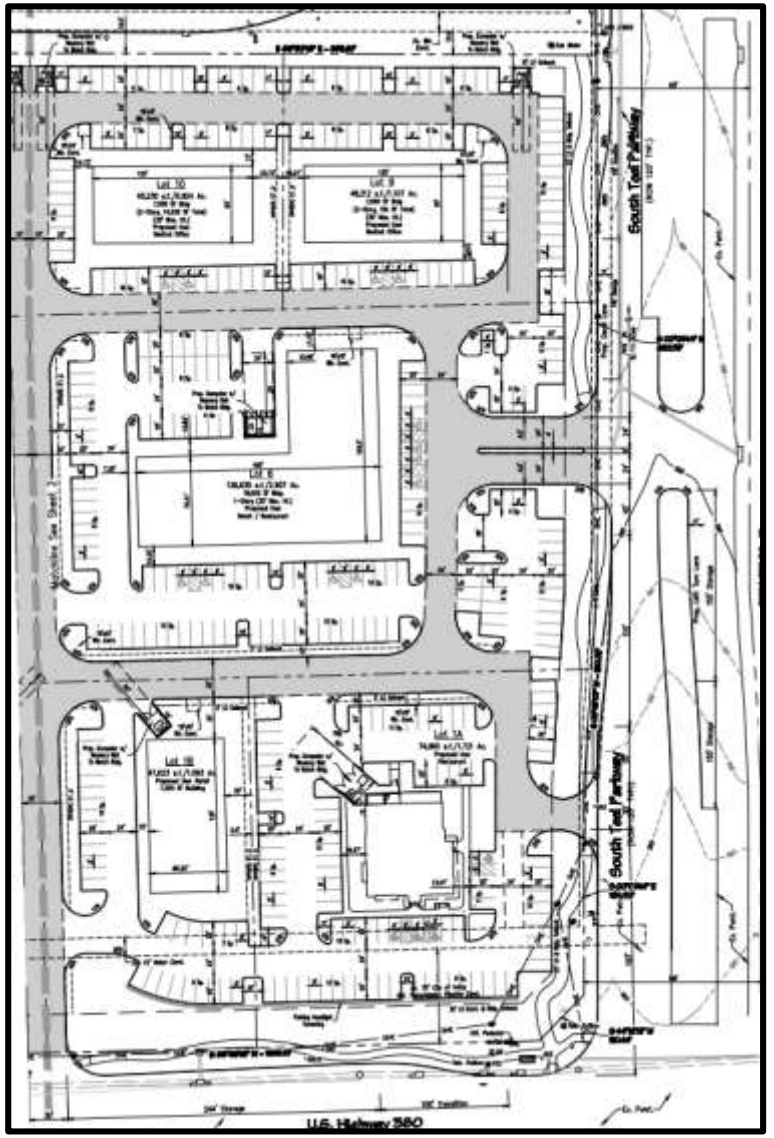

Lot 5
Lot 7
Lot 4
Lot 2
Lot 3
Matchline See Sheet 3


Lot 9
Lot 6
Lot 1B
Lot 1A
Matchline See Sheet 2
South Teel Parkway
246.7'


Vicinity Map
PROJECT LOCATION
South Teel Parkway
(Width Varies)
Lot 4
Lot 5
Lot 7
Lot 8
Lot 9
Lot 1R
Lot 1A


Lot 2, Block A
ST. MARTIN DE PORRES
South Teel Parkway
Victoria Sea Street
Victoria Sea Street 2
Lot 1
RICHARD J.A. NATHAN P. POYNTE
BERT FIELDS, JR.
U.S. Highway 380
U.S. Highway 380
LEGEND
Town of Prosper Site Plan Notes
SITE DATA SUMMARY TABLE
TOWN OF PROSPER
PLANNING DEPARTMENT
Staff Approved
05/17/2023


[No Title]


South Teel Parkway
South Teel Parkway
U.S. Highway 380

TOWN OF PROSPER
A Place Where Everyone Matters

ADMINISTRATION

To: **Mayor and Town Council**

From: **Chuck Ewings, Assistant Town Manager**

Through: **Mario Canizares, Town Manager**

Re: **Public Hearing for TIRZ#3 Preliminary Project Plan**

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

---

Agenda Item:

Conduct a Public Hearing on the proposed creation of Tax Increment Reinvestment Zone No. 3 located along the Dallas North Tollway generally bound by Frontier Parkway, US Highway 380, North Coleman Street, and West of the Dallas North Tollway along existing/future Shawnee Trail.

Description of Agenda Item:

The Town Council has proposed to create a Tax Increment Reinvestment Zone for the purpose of encouraging development along the Dallas North Tollway. A portion of property taxes on new value would be dedicated to constructing or reimbursing property owners for the construction of public infrastructure. These funds would also be available for costs related to administration and providing services to the zone. TIRZ No. 3 is proposed to be effective for a term of 20 years.

The total amount of project costs is $193,100,000. Projections for revenue are very conservative with a total of $9,951,154 anticipated to be collected by the end of the 20-year term assuming a 7% growth rate. Again, this is very conservative, and it is anticipated the value of future development projects will far exceed the amount projected in the plan. For example, a mixed-use project recently presented to the Town Council projected development costs of over $300M, which is greater than the total base taxable value within the zone of $258,946,538.

Budget Impact:

The increment proposed for TIRZ No. 3 is 50% of the operations and maintenance rate that is currently set at .322054. The remaining .161027 would continue to go into the General Fund and revenue from the remaining .161027 would be dedicated to the zone. Revenue from the rate dedicated to the interest and sinking fund (currently .182946) would continue to be collected solely for Town debt obligations and not support the zone.

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. Preliminary Project Plan

Town Staff Recommendation:
This item is a public hearing item only.

Proposed Motion:
No action required.

PRELIMINARY PROJECT AND FINANCE PLAN AND FEASIBILITY STUDY TAX INCREMENT REINVESTMENT ZONE NO. 3 TOWN OF PROSPER, TEXAS

Prepared in Compliance with Chapter 311, Texas Tax Code

November 2025

Prepared for: Town of Prosper, Texas

Prepared by: Petty & Associates, Inc. Economic Development Consultants

Document Status: Preliminary - Subject to Public Review and Approval

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY 4
Zone Overview 4
Financial Foundation 4
Project Investment Categories 5
Public Purpose and Benefits 6
II. ZONE DESCRIPTION AND BOUNDARIES 7
A. Geographic Location and Legal Description 7
B. Current Property Values and Tax Base 7
C. Zone Boundary 8
III. PUBLIC PURPOSE AND NECESSITY FINDINGS 9
A. Statutory Requirements Under §311.005 9
B. Blight Study and Conditions Assessment 9
C. Health, Safety, and Welfare Benefits 10
IV. PROJECT PLAN AND IMPROVEMENTS 11
A. Infrastructure Projects 11
B. Total Investment Summary 13
C. Project Timeline and Phasing 13
V. FINANCING PLAN 15
A. Tax Increment Financing Methodology 15
B. Base Year Assessment and Increment Calculation 15
C. Participating Taxing Units 16
D. Financing Structure and Terms 16
VI. FEASIBILITY STUDY 18
A. Economic and Financial Analysis 18
B. Tax Base Growth Projections 18
C. 20-Year Revenue Projections 19
D. Annual Investment Capacity Analysis 22
VII. STATUTORY COMPLIANCE 23
A. Chapter 311 Requirements Checklist 23
B. Required Findings and Determinations 23
C. Public Hearing and Notice Requirements 24
VIII. COORDINATION WITH TAXING UNITS 25
A. Affected Taxing Jurisdictions 25
B. TIRZ Administration Framework 25
IX. APPENDICES 26
A. Zone Boundary Map 26
B. Detailed Project Cost Estimates 27
C. Legal Requirements Summary 28
D. Certification 28
E. Parcel Descriptions 29

I. EXECUTIVE SUMMARY

The Town of Prosper, Texas, proposes to establish Tax Increment Reinvestment Zone No. 3 (TIRZ #3) under the authority of Chapter 311 of the Texas Tax Code. This 1,356.20-acre zone encompasses strategic development areas within Collin County, representing a significant opportunity for coordinated infrastructure investment and economic development through a pay-as-you-go reimbursement financing approach.

ZONE OVERVIEW

Zone Designation: Tax Increment Reinvestment Zone No. 3
Total Zone Area: 1,356.20 acres
Governing Municipality: Town of Prosper
Total Project Investment: $193,100,000
TIRZ Duration: 20 years
Base Year: 2025
Financing Method: Pay-as-You-Go Tax Increment and Developer Reimbursement

FINANCIAL FOUNDATION

The proposed TIRZ encompasses substantial existing property values that provide the foundation for tax increment financing. The Town of Prosper will be the sole participating taxing unit, utilizing its municipal tax increment for project financing:

Base Year Property Values (2025): $258,946,538 (Net Taxable Value)
Total Base Taxable Value: $258,946,538
Prosper Municipal Tax Rate: 0.5050%

Town of Prosper Tax Rate Breakdown:

- Maintenance and Operations (M&O): 0.322054 per $100 valuation (32.2054 cents)
- Debt Service (Interest & Sinking): 0.182946 per $100 valuation (18.2946 cents)
- Total Municipal Tax Rate: 0.505000 per $100 valuation (50.5 cents)

TIRZ Revenue Structure:

- Town Contribution to TIRZ #3: 50% of M&O tax increment = 0.161027 per $100 valuation (16.1027 cents)
- Town Retention: 50% of M&O increment (16.1027 cents) + 100% of Debt Service (18.2946 cents) = 34.3973 cents total

This structure ensures adequate TIRZ funding while maintaining the Town's full debt service capacity and 50% of M&O revenue for essential municipal operations.

PROJECT INVESTMENT CATEGORIES

The comprehensive improvement plan addresses critical infrastructure needs across multiple categories:

Street and Transportation Projects (56.5%): $100,500,000

- Major grade separation and collector road improvements
- Enhanced connectivity and traffic flow
- Developer reimbursement programs

Parks and Downtown Enhancements (12.0%): $25,600,000

- Parking improvements and accessibility
- Landscape and streetscape beautification
- Community monumentation

Public Facilities (18.8%): $40,000,000

- New recreation center development
- Enhanced community services

Utilities Infrastructure (11.7%): $25,000,000

- Water and wastewater system improvements
- Developer partnership programs

Drainage Infrastructure (0.9%): $2,000,000

- Regional detention and flood control

PUBLIC PURPOSE AND BENEFITS

The proposed TIRZ serves essential public purposes including:

- Elimination of blighted and underdeveloped conditions
- Enhancement of public safety through improved infrastructure
- Stimulation of economic development and job creation
- Improvement of traffic flow and transportation safety
- Enhancement of community amenities and quality of life
- Coordination of multi-jurisdictional development efforts

II. ZONE DESCRIPTION AND BOUNDARIES

A. GEOGRAPHIC LOCATION AND LEGAL DESCRIPTION

TIRZ #3 is strategically located within the corporate limits and extraterritorial jurisdiction of the Town of Prosper, encompassing 1,356.20 acres of properties in Collin County. The zone boundaries are specifically designed to capture areas with significant development potential while addressing existing infrastructure deficiencies.

Zone Characteristics:
Total Area: 1,356.20 acres
Primary Corridor: North Dallas Parkway development corridor
Key Boundaries:
North: Approximately Frontier Parkway
South: Approximately US Highway 380
East: Approximately N Coleman Street
West: Approximately N Dallas Parkway
Geographic Features: Mixed-use development area including commercial, residential, and undeveloped properties

B. CURRENT PROPERTY VALUES AND TAX BASE

Based on 2025 certified tax rolls from Collin Central Appraisal District, the zone encompasses substantial existing property values:

Base Year Property Values (2025):
Net Taxable Value: $258,946,538
Total Base Taxable Value: $258,946,538

C. ZONE BOUNDARY

The zone spans 1,356.20 acres across municipal boundaries and includes strategic development corridors connecting major transportation arteries.

Zone Configuration:
- Primary development area along North Dallas Parkway corridor
- Development area located north of US Highway 380, extending northward to Frontier Avenue
- Incorporation of existing commercial and mixed-use areas
- Strategic undeveloped properties with infrastructure needs
- Located entirely within Collin County

III. PUBLIC PURPOSE AND NECESSITY FINDINGS

A. STATUTORY REQUIREMENTS UNDER §311.005

Texas Tax Code §311.005 requires specific findings to establish public purpose and necessity. TIRZ #3 satisfies these requirements through the following determinations:

1. Elimination of Blighted Conditions
The zone contains areas that exhibit characteristics of blight and deterioration including:

- Inadequate street and transportation infrastructure
- Insufficient parking and accessibility features
- Outdated or insufficient drainage systems
- Lack of adequate public facilities and amenities
- Underutilized properties with development constraints

2. Promotion of Sound Community Development
The proposed improvements will:

- Coordinate development across jurisdictional boundaries
- Implement comprehensive transportation solutions
- Provide essential public infrastructure in advance of development needs
- Establish design standards and quality improvements

3. Enhancement of Property Values
Infrastructure investments will directly enhance property values through:

- Improved accessibility and transportation connectivity
- Enhanced aesthetic appeal through landscaping and monumentation
- Provision of recreational and community facilities
- Upgraded utility and drainage infrastructure

B. BLIGHT STUDY AND CONDITIONS ASSESSMENT

Current Deficiencies Identified:

- Transportation Infrastructure: Existing roadway network inadequate for current and projected traffic volumes
- Grade Separation Needs: Railroad crossings create safety hazards and traffic congestion
- Parking Deficiencies: Insufficient parking infrastructure in commercial and mixed-use areas
- Drainage Issues: Inadequate stormwater management infrastructure
- Recreational Facilities: Limited public recreational amenities
- Utility Infrastructure: Need for upgraded water and wastewater systems

C. HEALTH, SAFETY, AND WELFARE BENEFITS

The proposed TIRZ improvements will provide substantial benefits to public health, safety, and welfare:

Safety Improvements:

- Grade separation eliminates railroad crossing hazards
- Improved traffic flow reduces accident potential
- Enhanced emergency vehicle access
- Better pedestrian and bicycle safety infrastructure

VI. FEASIBILITY STUDY

A. ECONOMIC AND FINANCIAL ANALYSIS

Current Economic Foundation:
The TIRZ #3 area demonstrates strong economic fundamentals supporting tax increment financing feasibility:

Existing Tax Base Strength:
- Combined taxable value of $258.95 million provides substantial foundation
- Diverse property mix including residential, commercial, and business personal property
- Strategic location within high-growth Collin County markets
- Proximity to Dallas-Fort Worth metropolitan employment centers

B. TAX BASE GROWTH PROJECTIONS

Growth Scenario Analysis:
Three growth scenarios have been modeled to project tax increment revenue over the 20-year TIRZ term. These projections are based on the established base value of $258,946,538 and assume varying annual compound growth rates:

Conservative Scenario (3% Annual Growth):
- Year 10 Taxable Value: $347,911,862
- Annual Tax Increment (Year 10): $143,252
- Cumulative 20-Year Increment: $3,200,894

Moderate Scenario (5% Annual Growth):
- Year 10 Taxable Value: $421,659,091
- Annual Tax Increment (Year 10): $262,013
- Cumulative 20-Year Increment: $6,137,543

Optimistic Scenario (7% Annual Growth):
- Year 10 Taxable Value: $509,299,918
- Annual Tax Increment (Year 10): $403,217
- Cumulative 20-Year Increment: $9,951,154

C. 20-YEAR REVENUE PROJECTIONS

The following tables provide detailed year-by-year projections for each growth scenario. All calculations are based on:

- Base Year Value: $258,946,538
- TIRZ Contribution Rate: 0.161027% (50% of M&O tax rate)
- Annual compound growth at specified rates

CONSERVATIVE SCENARIO - 3% Annual Growth

Year	Total Value	Increment	Annual TIRZ	Cumulative
1	$266,714,934	$7,768,396	$12,509	$12,509
2	$274,716,382	$15,769,844	$25,394	$37,903
3	$282,957,874	$24,011,336	$38,665	$76,568
4	$291,446,610	$32,500,072	$52,334	$128,902
5	$300,190,008	$41,243,470	$66,413	$195,315

6	$309,195,708	$50,249,170	$80,915	$276,230
7	$318,471,580	$59,525,042	$95,851	$372,081
8	$328,025,727	$69,079,189	$111,236	$483,317
9	$337,866,499	$78,919,961	$127,082	$610,399
10	$348,002,494	$89,055,956	$143,404	$753,803
11	$358,442,569	$99,496,031	$160,215	$914,018
12	$369,195,846	$110,249,308	$177,531	$1,091,549
13	$380,271,721	$121,325,183	$195,366	$1,286,915
14	$391,679,873	$132,733,335	$213,737	$1,500,652
15	$403,430,269	$144,483,731	$232,658	$1,733,310
16	$415,533,177	$156,586,639	$252,147	$1,985,457
17	$427,999,172	$169,052,634	$272,220	$2,257,677
18	$440,839,147	$181,892,609	$292,896	$2,550,573
19	$454,064,322	$195,117,784	$314,192	$2,864,765
20	$467,686,251	$208,739,713	$336,127	$3,200,892

MODERATE SCENARIO - 5% Annual Growth

Year	Total Value	Increment	Annual TIRZ	Cumulative
1	$271,893,865	$12,947,327	$20,849	$20,849
2	$285,488,558	$26,542,020	$42,740	$63,589
3	$299,762,986	$40,816,448	$65,726	$129,315
4	$314,751,135	$55,804,597	$89,860	$219,175
5	$330,488,692	$71,542,154	$115,202	$334,377
6	$347,013,127	$88,066,589	$141,811	$476,188
7	$364,363,783	$105,417,245	$169,750	$645,938
8	$382,581,972	$123,635,434	$199,086	$845,024
9	$401,711,071	$142,764,533	$229,889	$1,074,913
10	$421,796,624	$162,850,086	$262,233	$1,337,146
11	$442,886,456	$183,939,918	$296,193	$1,633,339
12	$465,030,778	$206,084,240	$331,851	$1,965,190
13	$488,282,317	$229,335,779	$369,293	$2,334,483
14	$512,696,433	$253,749,895	$408,606	$2,743,089
15	$538,331,255	$279,384,717	$449,885	$3,192,974
16	$565,247,818	$306,301,280	$493,228	$3,686,202
17	$593,510,208	$334,563,670	$538,738	$4,224,940
18	$623,185,719	$364,239,181	$586,523	$4,811,463
19	$654,345,005	$395,398,467	$636,698	$5,448,161
20	$687,062,255	$428,115,717	$689,382	$6,137,543

OPTIMISTIC SCENARIO - 7% Annual Growth

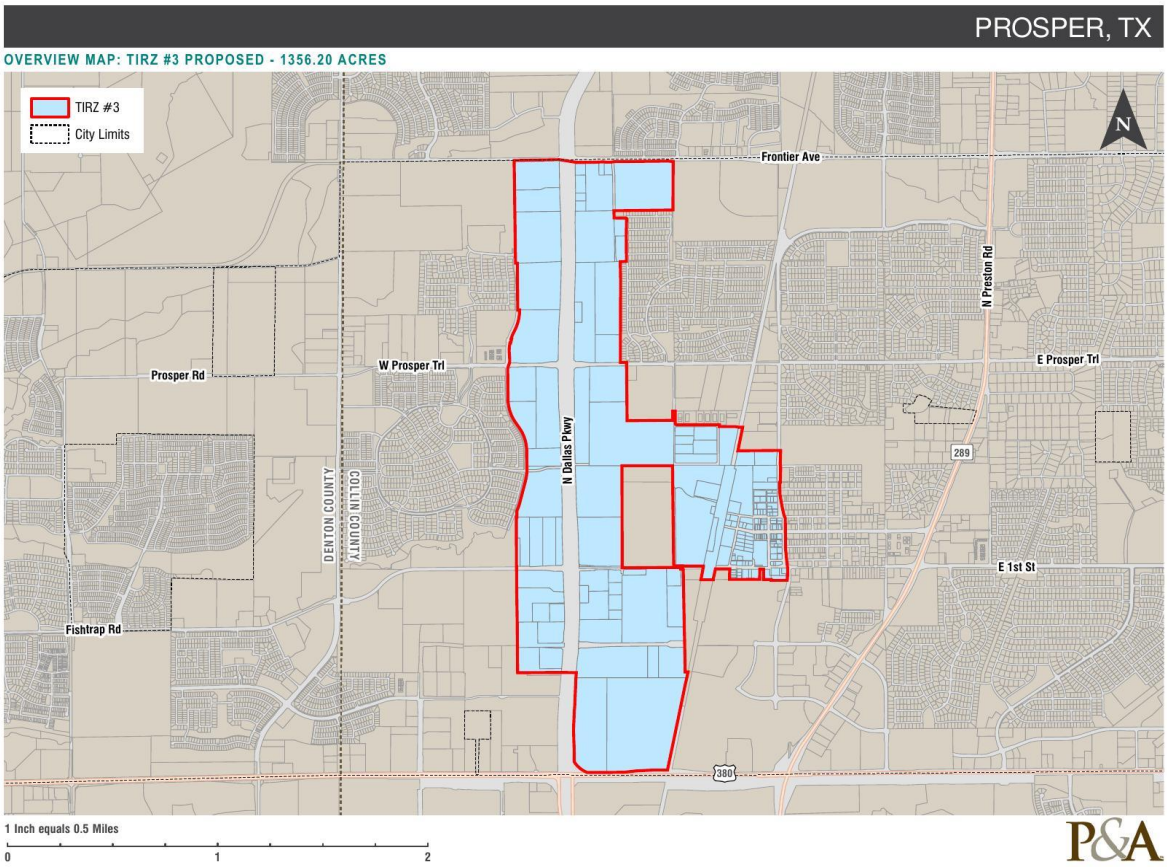
Year	Total Value	Increment	Annual TIRZ	Cumulative
1	$277,072,796	$18,126,258	$29,188	$29,188
2	$296,467,891	$37,521,353	$60,420	$89,608
3	$317,220,644	$58,274,106	$93,837	$183,445
4	$339,426,089	$80,479,551	$129,594	$313,039
5	$363,185,915	$104,239,377	$167,854	$480,893
6	$388,608,929	$129,662,391	$208,791	$689,684
7	$415,811,554	$156,865,016	$252,595	$942,279
8	$444,918,363	$185,971,825	$299,465	$1,241,744
9	$476,062,648	$217,116,110	$349,616	$1,591,360
10	$509,387,034	$250,440,496	$403,277	$1,994,637
11	$545,044,126	$286,097,588	$460,694	$2,455,331
12	$583,197,215	$324,250,677	$522,131	$2,977,462
13	$624,021,020	$365,074,482	$587,868	$3,565,330
14	$667,702,491	$408,755,953	$658,207	$4,223,537
15	$714,441,666	$455,495,128	$733,470	$4,957,007
16	$764,452,582	$505,506,044	$814,001	$5,771,008
17	$817,964,263	$559,017,725	$900,169	$6,671,177
18	$875,221,761	$616,275,223	$992,370	$7,663,547
19	$936,487,285	$677,540,747	$1,091,024	$8,754,571
20	$1,002,041,395	$743,094,857	$1,196,583	$9,951,154

IX. APPENDICES

A. ZONE BOUNDARY MAP

Total Zone Area: 1,356.20 acres

TIRZ #3 OVERVIEW MAP:



Map Features:

- Total Zone Area: 1,356.20 acres
- TIRZ #3 boundary shown in red outline with blue fill
- City limits shown with dashed black line
- Major corridors: N Dallas Parkway, US Highway 380, Frontier Avenue
- Scale: 1 inch equals 0.5 miles

B. DETAILED PROJECT COST ESTIMATES

STREET PROJECTS DETAIL

Project	Cost	Phase
DNT Parallel Collector (First St to US 380)	$15,000,000	1
DNT Parallel Collector (Frontier to Prosper Trail)	$15,000,000	1
Fifth Street Quiet Zone	$500,000	1
Shawnee Trail Connections	$20,000,000	2
Developer Reimbursements - Streets	$50,000,000	1-3

SUBTOTAL - STREET PROJECTS	**$100,500,000**	

OTHER PROJECTS DETAIL

Category	Project	Cost	Phase
Parks	Parking Improvements	$21,000,000	1
Parks	Monumentation	$1,600,000	2
Parks	Landscape/Streetscape	$3,000,000	2
Drainage	Regional Detention Pond	$2,000,000	1
Facilities	Recreation Center	$40,000,000	2
Utilities	Water/Wastewater Improvements	$25,000,000	1-3
	SUBTOTAL - OTHER PROJECTS	**$92,600,000**	
	TOTAL ALL PROJECTS	**$193,100,000**	

C. LEGAL REQUIREMENTS SUMMARY

Texas Tax Code Chapter 311 Key Provisions:

- §311.003: Public hearing requirements
- §311.005: Public purpose findings
- §311.011: Feasibility requirements
- §311.013: Taxing unit participation
- §311.014: Project plan requirements
- §311.016: Financing plan requirements

D. CERTIFICATION

This Preliminary Project and Finance Plan and Feasibility Study for Tax Increment Reinvestment Zone No. 3 has been prepared in compliance with Chapter 311 of the Texas Tax Code and applicable provisions of Texas law. The analysis and projections contained herein are based on current market conditions, available data, and reasonable assumptions regarding future economic growth and development.

Prepared By: Petty & Associates, Inc.

Date: November 2025
Document Status: Preliminary - Subject to Public Review and Approval

This document represents a preliminary analysis for public review and comment. Final establishment of TIRZ #3 requires completion of the public hearing process and formal adoption by the Town of Prosper.

E. PARCEL DESCRIPTIONS

Detailed parcel descriptions and legal property descriptions for all properties within TIRZ #3 boundaries are maintained by Collin Central Appraisal District and are available upon request. The TIRZ encompasses approximately 1,356.20 acres of property identified in the official boundary map included in Appendix A.

Total Properties in TIRZ #3: 200 parcels (based on 2025 Collin CAD certified rolls).

TOWN OF PROSPER
A Place Where Everyone Matters

ADMINISTRATION

To: **Mayor and Town Council**

From: **Chuck Ewings, Assistant Town Manager**

Through: **Mario Canizares, Town Manager**

Re: **Purchase of Park Playground Equipment**

Town Council Meeting – November 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon authorizing the Town Manager to execute any documents related to the purchase of park playground equipment from Play and Park Structures in the amount of $2,057,989.85.

Description of Agenda Item:
The Town has partnered with the Prosper Economic Development Corporation to construct a regional park for people with disabilities. The park is proposed to be funded by both the Town and PEDC and is estimated to cost approximately $3 million total. The equipment is designed for inclusive playgrounds and, therefore, costs significantly more than typical playground equipment. Once the equipment is ordered an additional contract for construction will be brought to council for consideration.

Budget Impact:
The Town has identified $1.5 million as part of the 2026 Capital Improvements Program to fund the proposed park. The Prosper EDC has also identified $1.5 million for the remaining cost of the park and construction. The vendor is a member of the BuyBoard cooperative purchasing program and meets competitive procurement requirements.

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

Attached Documents:
1. Proposal

Town Staff Recommendation:
Town Staff recommend the Town Council approve authorizing the Town Manager to execute any documents related to the purchase of park playground equipment from Play and Park Structures in the amount of $2,057,989.85.

Proposed Motion:

I move to approve/deny authorizing the Town Manager to execute any documents related to the purchase of park playground equipment from Play and Park Structures in the amount of $2,057,989.85.

Play & Park Structures of Northern TX & Southern AR
20241 County Road 4141
Lindale, TX, 75771
Phone: 936-544-0961
Email:
ben.schaeffer@playandpark.com
Contact: Ben Schaeffer

Prosper Inclusive Playground

Town of Prosper
Attn: . .
407 E First Street
Prosper, TX 75078

Quote Number: 735-166279
Quote Date: 11/13/2025

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	5-12 Inclusive Play Structure	1	32817.53	$809,268.00	$809,268.00
RDU	2-5 Inclusive Play Structure	1	9281.84	$176,883.00	$176,883.00
RDU	5-12 Parallax Play Structure	1	4060.08	$80,173.00	$80,173.00
RDU	Play & Park Freestanding Equip	1	35274	$425,056.00	$425,056.00
RDU	Meridian Net Climb Equipment	1	0	$547,395.00	$547,395.00
RDU	Freenotes Flowers and Butterflies	1	0	$11,633.00	$11,633.00
PIP	Poured-in-Place Safety Surfacing	1	0	$550,600.00	$550,600.00
TURF	SYNTHETIC TURF	1	0	$106,500.00	$106,500.00
DISC	DISCOUNT (BUYBOARD) - -	1	0	($132,380.15)	($132,380.15)
DISC	DISCOUNT (PPS/HEARTLAND) - -	1	0	($581,627.00)	($581,627.00)

Total Weight: 81433.45

SubTotal: $1,993,500.85
Estimated Freight: $64,489.00
Total Amount: $2,057,989.85

Buyboard Contract #679-22___ Taxes not included. If the customer is not exempt, taxes will be added to the total.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures Sales Support.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: $2,057,989.85

P.O. No: _____

Date: _____

Phone: _____

E-mail: _____

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Email: _____

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Enter desired color palette name: _____ OR

Enter desired color: Uprights ( ) Decks ( )

Accents ( ) Roofs/Tubes ( ) Slides/Panels ( )

Play & Park Structures Sales Support

By: _____

Salesperson's signature

_____ Salespersons's Signature

_____ Customer's Signature

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 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon awarding RFP No. 2026-02-B for stop loss insurance for the Town's self-insurance fund, effective January 1, 2026, not to exceed $900,000, and authorize 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, setting a stop-loss level Option 1 $125,000 and Option 2 $150,000. This year the Town received 3 bids from QBE, Evolution Risk, and Tokio Marine HHC.

The incumbent stop-loss insurance provider, QBE, proposed an 49% renewal increase at the $125,000 level which is significantly higher than the proposed increase from the previous year. Holmes Murphy provided an analysis of the proposals. Based on their analysis we are recommending awarding to Evolution Risk at Option 2 $150,000 deductible level. Despite this increase, Evolution Risk boasts an A+ rating and a sizable client list. Bids at the $150,000 level offered sufficient savings to justify the increase in liability for the self-insurance fund. Based on the claims analysis, staff budgeted $952,000 for stop loss insurance for FY26. Awarding the Bid to Evolution Risk Option 2 provides cost savings from what was approved in the FY 26 budget.

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 the Town Council approve awarding RFP No. 2026-02-B for stop-loss insurance to Evolution Risk not to exceed $900,000, Option 2 $150,000 level and authorize the Town Manager to execute all documents for the same.

Proposed Motion:

I move to award RFP No. 2026-02-B for stop loss insurance to Evolution Risk not to exceed $900,000, Option 2 $150,000 level and authorize the Town Manager to execute all documents for the same.

HOLMES MURPHY

Proposal For: Town of Prosper
Effective Date: 1/1/26

	IN FORCE POLICY	OPTION	OPTION	OPTION	OPTION	OPTION	OPTION	OPTION	OPTION	OPTION
		1	1	1	2	2	2	3	3	3
AM Best Rating	A+	A+	A+	A++	A+	A++	A+	A++	A+	A+
Proposal Status		Firm	Firm	Firm	Firm	Firm	Firm	Firm	Firm	Firm
Valid Through Date		11/19/2025	11/19/2025	11/19/2025	11/19/2025	11/19/2025	11/19/2025	11/19/2025	11/19/2025	11/19/2025
Incumbent		Incumbent					Incumbent			Incumbent
Carrier\Underwriter	QBE Insurance Corporation	QBE Insurance Corporation	Evolution Risk	Tokio Marine HCC	Evolution Risk	Tokio Marine HCC	QBE Insurance Corporation	Tokio Marine HCC	Evolution Risk	QBE Insurance Corporation
Administrator	UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR
Network	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus
PBM	True Rx / Sharx	True Rx / Sharx	True Rx / Sharx	True Rx / Sharx	True Rx / Sharx	True Rx / Sharx	True Rx / Sharx	True Rx / Sharx	True Rx / Sharx	True Rx / Sharx
Total Enrollment	**338**	**338**	**338**	**338**	**338**	**338**	**338**	**338**	**338**	**338**
Specific Terms										
Claims Accumulation	Per Individual	Per Individual	Per Individual	Per Individual	Per Individual	Per Individual	Per Individual	Per Individual	Per Individual	Per Individual
Specific Contract Basis	Paid	Paid	24/12	24/12	24/12	24/12	Paid	24/12	24/12	Paid
Specific Deductible	$125,000	$125,000	$125,000	$125,000	$150,000	$150,000	$150,000	$175,000	$175,000	$175,000
Aggregating Specific Deductible	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Commission % Included	5%	5%	5%	5%	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	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Rate Cap %	50%	50%	49%	50%	49%	50%	50%	50%	49%	50%
No New Laser	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Terminal Liability Included	No	Yes	No	No	No	No	Yes	No	No	Yes
Terminal Liability Timeframe		3 Months	None	None	None	None	3 Months	None	None	3 Months
Laser Confirmation	Not included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Additional Laser Liability	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Specific Premium Rates										
Composite	$187.68	$281.52	$225.45	$243.38	$196.16	$201.57	$247.17	$166.05	$167.10	$219.93
Annual Specific Premium	**$761,230.08**	**$1,141,845.12**	**$914,425.20**	**$987,149.28**	**$795,624.96**	**$817,567.92**	**$1,002,521.52**	**$673,498.80**	**$677,757.60**	**$892,036.08**
$ Change		$380,615.04	$153,195.12	$225,919.20	$34,394.88	$56,337.84	$241,291.44	($87,731.28)	($83,472.48)	$130,806.00
% Change		50.00%	20.12%	29.68%	4.52%	7.40%	31.70%	-11.52%	-10.97%	17.18%
Aggregate Terms										
Benefits Covered Under Aggregate	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Aggregate Contract Basis	Paid	Paid	24/12	24/12	24/12	24/12	Paid	24/12	24/12	Paid
Aggregate Corridor	125%	125%	125%	125%	125%	125%	125%	125%	125%	125%
Aggregate Run-In Limit				$0		$0		$0		
Aggregate Maximum	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Min Aggregate Deductible		$6,396,434	$5,832,163	$7,543,249	$5,970,432	$7,985,047	$6,588,323	$8,262,449	$6,079,417	$6,780,212
Terminal Liability Included	No	Yes	No	No	No	No	Yes	No	No	Yes
Terminal Liability Timeframe	None	3 Months	None	None	None	None	3 Months	None	None	3 Months
Aggregate Liability Factors										
Composite	$1,181.45	$1,577.03	$1,437.91	$1,887.70	$1,472.00	$1,998.26	$1,624.34	$2,067.68	$1,498.87	$1,671.65
Annual Aggregate Liability	**$4,791,961.20**	**$6,396,433.68**	**$5,832,162.96**	**$7,656,511.20**	**$5,970,432.00**	**$8,104,942.56**	**$6,588,323.04**	**$8,386,510.08**	**$6,079,416.72**	**$6,780,212.40**
Expected Claims	**$3,833,568.96**	**$5,117,146.94**	**$4,665,730.37**	**$6,125,208.96**	**$4,776,345.60**	**$6,483,954.05**	**$5,270,658.43**	**$6,709,208.06**	**$4,863,533.38**	**$5,424,169.92**
$ Change		$1,604,472.48	$1,040,201.76	$2,864,550.00	$1,178,470.80	$3,312,981.36	$1,796,361.84	$3,594,548.88	$1,287,455.52	$1,988,251.20
% Change		33.48%	21.71%	59.78%	24.59%	69.14%	37.49%	75.01%	26.87%	41.49%
Aggregate Premium Rates										
Composite Rate	$8.18	$10.63	$3.69	$9.30	$4.29	$9.65	$12.44	$9.86	$4.81	$14.14
Terminal Liability Rate	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Annual Aggregate Premium	**$33,178.08**	**$43,115.28**	**$14,966.64**	**$37,720.80**	**$17,400.24**	**$39,140.40**	**$50,456.64**	**$39,992.16**	**$19,509.36**	**$57,351.84**
$ Change		$9,937.20	($18,211.44)	$4,542.72	($15,777.84)	$5,962.32	$17,278.56	$6,814.08	($13,668.72)	$24,173.76
% Change		29.95%	-54.89%	13.69%	-47.56%	17.97%	52.08%	20.54%	-41.20%	72.86%
Grand Totals										
Annual Specific Premium	$761,230.08	$1,141,845.12	$914,425.20	$987,149.28	$795,624.96	$817,567.92	$1,002,521.52	$673,498.80	$677,757.60	$892,036.08
Annual Aggregate Premium	$33,178.08	$43,115.28	$14,966.64	$37,720.80	$17,400.24	$39,140.40	$50,456.64	$39,992.16	$19,509.36	$57,351.84
Admin Fees	$0.00	$0.00	$20,280.00	$0.00	$20,280.00	$0.00	$0.00	$0.00	$20,280.00	$0.00
Total Fixed Costs	**$794,408.16**	**$1,184,960.40**	**$949,671.84**	**$1,024,870.08**	**$833,305.20**	**$856,708.32**	**$1,052,978.16**	**$713,490.96**	**$717,546.96**	**$949,387.92**
$ Change		$390,552.24	$155,263.68	$230,461.92	$38,897.04	$62,300.16	$258,570.00	($80,917.20)	($76,861.20)	$154,979.76
% Change		49.16%	19.54%	29.01%	4.90%	7.84%	32.55%	-10.19%	-9.68%	19.51%

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: **2026 Meeting Schedule**

Town Council Meeting – November 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon the 2026 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 2026, it would fall on Tuesday, December 22, 2026. 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.

It is important to note that the meeting dates in April will be the first and fourth Tuesday and the May meeting dates will be the second and third Tuesday in order to accommodate future planned events. The Planning and Zoning Commission will be adjusting their first meeting in April to April 14 and their second meeting in May to May 26 due to the change.

The 2026 Town Council meetings are as follows:

- January 13 and 27
- February 10 and 24
- March 10 and 24 (PISD Spring Break is March 16-20)
- April 7 and 28
- May 12 and 19 (Memorial Day is May 25)
- June 9 and 23
- July 14 and 28
- August 11 and 25
- September 8 and 22 (Labor Day is Sept. 7)
- October 13 and 27
- November 10 and 24 (Thanksgiving Holiday is November 26 & 27)
- December 8 (December 22 Cancelled)

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

Town Staff Recommendation:
Town Staff recommend the Town Council approve the 2026 Prosper Town Council Regular meeting schedule as presented.

Proposed Motion:
I move to approve the 2026 Prosper Town Council Regular meeting schedule as presented.