



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, December 09, 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 25, 2025, Town Council Work Session meeting. (MLS)
2. Consider and act upon the minutes of the November 25, 2025, Town Council Regular meeting. (MLS)
3. Consider acceptance of the October monthly financial report for fiscal year 2026. (CL)

- [4.](#) Consider and act upon a Resolution accepting and approving the 2025 Tax Roll. (CL)
- [5.](#) Consider and act upon an Ordinance creating 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)
- [6.](#) Consider and act upon an Ordinance amending Chapter 1, Article 1.07 of the Town's Code of Ordinances to update the address contained in Section 1.07.003, "Service and Receipt of Notice." (MLS)
- [7.](#) Consider and act upon approving a renewal to a Microsoft Enterprise Agreement, from SHI Government Solutions, Inc., through a Texas Department of Information Resources (DIR) Purchasing Contract for \$419,721; and authorizing the Town Manager to execute all related documents for the same. (LJ)
- [8.](#) Consider and act upon authorizing the Town Manager to approve an agreement with URETEK USA for street repairs at various locations totaling \$96,425. (CJ)
- [9.](#) Consider and act upon approving the purchase of replacement vehicles, upfitting and equipment for FY26 utilizing cooperative purchasing agreements and approved purchasing methods in an amount not to exceed \$1,146,484. (CJ)
- [10.](#) Consider and act upon authorizing the Town Manager to execute a Roadway Design, Construction and Reimbursement Agreement between Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Legacy Drive north of the Star Trail development. (HW)
- [11.](#) Consider and act upon an Ordinance to rezone 373.5± acres from Agricultural (A) to Planned Development-134 (PD-134), located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022) (DH)
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Cana Capital Series 10 LLC and Frontier 191 Landbank LLC and the Town of Prosper relative to Prosper Oaks. (DEVAGRE-25-0002) (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:

13. Consider and act upon approving a Guaranteed Maximum Price (GMP) of \$22,998,613 between Byrne Construction and the Town of Prosper, for the construction of the Public Works and Parks Service Center and authorize the Town Manager to execute documents for the same. (CJ)
14. Consider and act upon approving Amendment No. 3 to the Solid Waste and Recycling Services Agreement with Allied Waste Services, Inc. dba Republic Services of Lewisville to add a provision for one additional Household Hazardous Waste pickup per year for residential customers, and to approve a revised fee schedule effective February 1, 2026, adjusting commercial and residential prices for the twelve-month CPI change. (RB)
15. 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 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, December 3, 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

Item 1.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 25, 2025

Call to Order/ Roll Call.

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

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember 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
Chris Landrum, Finance Director
Mary Branch, Health and Code Compliance Manager
Larenz Taylor, Management Analyst
Todd Rice, Communications Director

Items for Individual Consideration:

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

Ms. Battle gave an overview of the Town's current services for Animal Control and Animal Shelter services under the Interlocal Agreements with Collin County. Information was presented regarding the types of calls, call response types, and current costs associated with each agreement. Collin County is proposing new terms with an initial term of five years with a 3.5% increase per year, and one year notice to terminate. The Town has the option once the current agreement ends to renew the agreement(s) with proposed terms or consider other options.

The Town Council discussed both agreements versus how they compare/contrast with the proposed terms, current service levels with the animal control and shelter facilities, and costs associated with each. The Town Council requested staff to continue exploring options for animal control services.

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 agenda item.

The Town Council recessed into Executive Session at 5:38 p.m.

Reconvene into Work Session.

The Town Council reconvened back into the Work Session at 6:15 p.m.

No action was taken.

Adjourn.

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

These minutes were approved on the 9th day of December 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



MINUTES
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 25, 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
- Pete Anaya, Assistant Director of Engineering – Capital Projects
- Brady Cudd, Building Official
- Tony Luton, Human Resources Director
- Chris Landrum, Finance Director
- Dan Baker, Parks and Recreation Director
- Kurt Beilharz, Assistant Parks and Recreation Director
- Dakari Hill, Planner
- Ryan Pasko, Help Desk Technician II
- Todd Rice, Communications Director
- Doug Kowalski, Police Chief

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

Brad Wilkerson with Rock Creek 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:

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.

The Prosper Ladies Association is sponsoring its annual Prosper Christmas Angel Program. A Christmas Angel Tree is located in the lobby of Town Hall. Residents may select a Wish Tag from the tree and scan the QR code to help a Prosper ISD child or a senior citizen or visit www.prosperchristmasangels.com to select a child or silver angel. Gift drop-off dates are December 8th through 10th.

Join Mayor Bristol and members of the Prosper Town Council and staff on Saturday, December 13 from 10:00 a.m. to 5:00 p.m. for the ringing of the bell for the Salvation Army Red Kettle Challenge at the Kroger located at 1250 N. Preston Road. All money raised will support a range of services that combat poverty, addiction, and homelessness in Collin County.

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 Ordinance 2025-60 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)**

Councilmember Ray made a motion to approve consent agenda items 1-8. Mayor Pro-Tem Bartley seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Kaylee Brooks, 1340 Cedar Springs Drive, stated she is currently part of a local Scout's troop and looking to do her Eagle Scout project. She requested that if anyone knows or could help direct her to someone in the community or is affiliated with a school or church that would have a project, she would appreciate the guidance.

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)**

Mr. Ewings presented the item by defining a reinvestment zone, showing the proposed location for TIRZ No. 3, and noting the projected revenues based on the proposed projects, and that the reinvestment zone would be a 20-year term.

Trent Petty, Consultant, commented on the location of the reinvestment zone and the amount of growth the area would entail making it a larger investment zone, which would be reviewed annually.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council noted this would be a tool to incentivize economic development.

No further comments or action taken.

- 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)**

Mr. Ewings stated this item is a joint project between the Town and the Economic Development Corporation. The plan is to develop a regionally inclusive park for the community and children with special needs. Construction is set to begin at the beginning of the year.

Mayor Pro-Tem Bartley made a motion to 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. Councilmember Kern seconded the motion. Motion carried unanimously.

- 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)**

Mr. Luton presented the item noting 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. This year the Town received three bids from QBE, Evolution Risk, and Tokio Marine HHC. Upon evaluation of the bids, Town staff is recommending awarding the bid to Evolution Risk. Any cost savings incurred will remain in the Health Fund.

The Town Council discussed the Town's max liability and adjusting the deductible this year. The item was reviewed and recommended for approval by the Finance Subcommittee.

Councilmember Ray made a motion to approve 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. Councilmember Kern seconded the motion. Motion carried unanimously.

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

Ms. Lewis Sirianni presented the proposed meeting dates for 2026 noting the meeting dates in April will be the first and fourth Tuesday and the May meeting dates will be the second and third Tuesday to accommodate scheduling conflicts.

Councilmember Ray made a motion to approve the 2026 Prosper Town Council Regular meeting schedule. Councilmember Hodges seconded the motion. Motion carried unanimously.

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

Finance Subcommittee: Councilmember Ray noted items were all on the agenda this evening.

CIP Subcommittee: Mayor Pro-Tem Bartley noted the Subcommittee meets on December 1.

Mayor Bristol noted his appreciation to Mayor Pro-Tem Bartley and Councilmember Hodges for attending MYAC on his behalf.

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

Councilmember Ray requested an update on bandit signs.

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.

The Town Council recessed into Executive Session at 6:43 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 7:58 p.m.

No action was taken.

Adjourn.

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

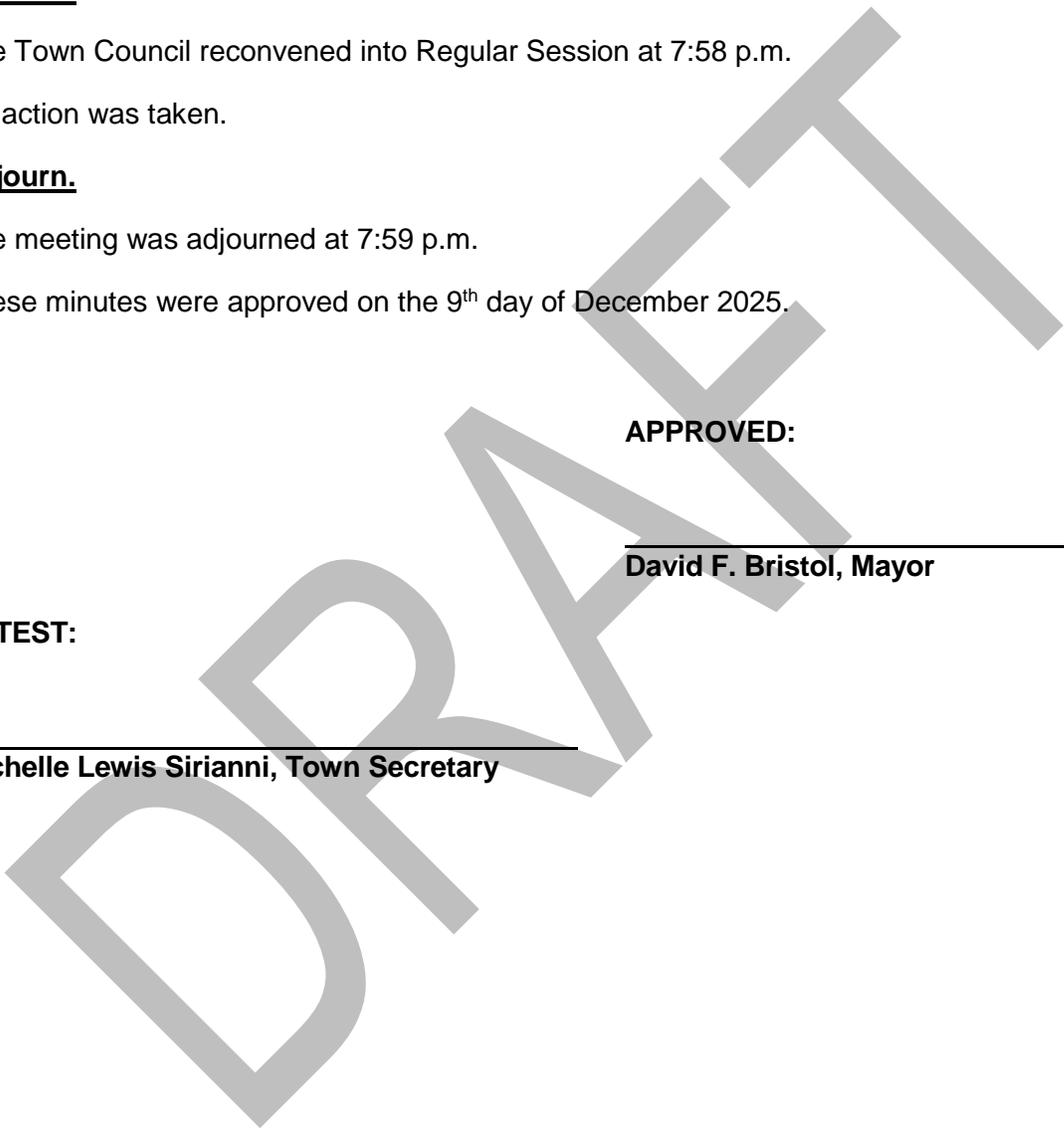
These minutes were approved on the 9th day of December 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary





FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: October Monthly Financial Report

Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider acceptance of the October monthly financial report for fiscal year 2026.

Description of Agenda Item:

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

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

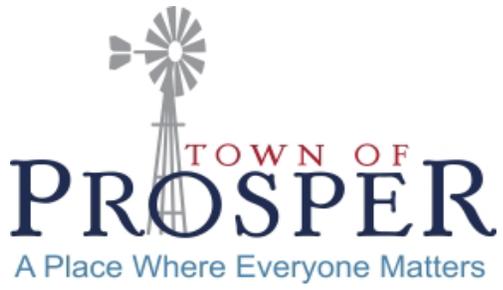
1. Monthly Financial Report – October 31, 2025

Town Staff Recommendation:

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

Proposed Motion:

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



MONTHLY FINANCIAL REPORT

as of October 31, 2025

Cash/Budgetary Basis

Prepared by
Finance Department

December 9, 2025

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

October 2025

Table of Contents

General Fund	3
General Fund Charts	4 - 6
Debt Service Fund	7
East Thoroughfare Impact Fees Fund	8
West Thoroughfare Impact Fees Fund	9
Water Impact Fees Fund	10
Wastewater Impact Fees Fund	11
Impact Fee Chart	12
TIRZ #1 - Blue Star	13
TIRZ #2	14
Crime Control and Prevention Special Purpose District	15
Fire Control, Prevention, and Emergency Medical Services Special Purpose District	16
Park Dedication and Improvement Fund	17
Special Revenue Fund	18
Hotel Occupancy Tax Fund	19
Water-Sewer Fund	20 - 21
Water-Sewer Fund Charts	22 - 24
Storm Drainage Utility Fund	25
Solid Waste Fund	26
Vehicle and Equipment Replacement Fund	27
Health Insurance Fund	28
Capital Projects Fund-General	29 - 33
Capital Projects Fund-Water/Sewer	34

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025
Expected Year to Date Percent 8.3%

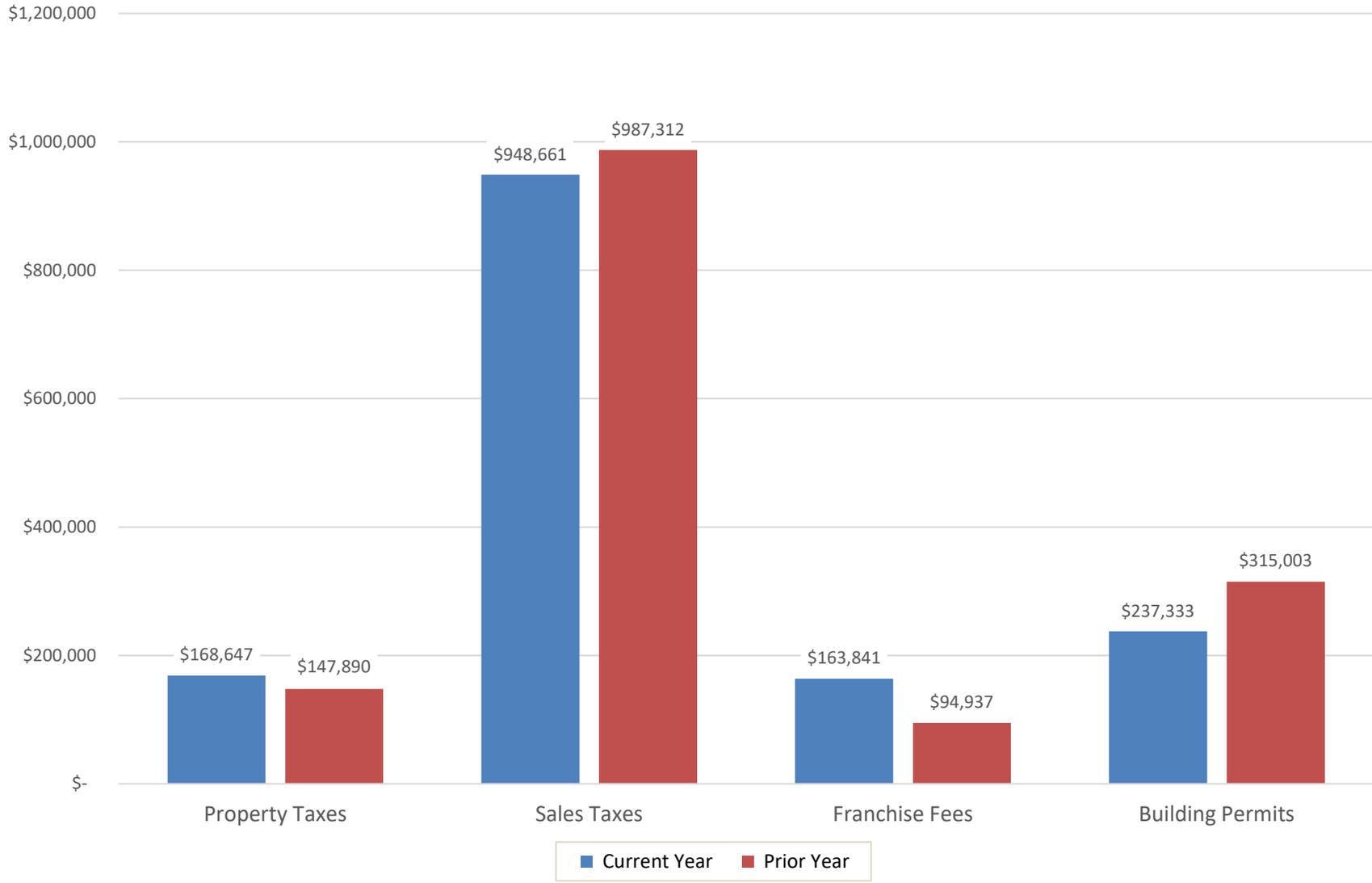
GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 26,277,088	\$ -	\$ 26,277,088	\$ 168,647	\$ -	\$ 26,108,441	1%	1	\$ 147,890	14%
Sales Taxes	13,199,055	-	13,199,055	948,661	-	12,250,394	7%	5	987,312	-4%
Franchise Fees	4,685,174	-	4,685,174	163,841	-	4,521,333	3%	2	94,937	73%
Building Permits	5,193,641	-	5,193,641	237,333	-	4,956,308	5%		315,003	-25%
Other Licenses, Fees & Permits	2,640,606	-	2,640,606	147,063	-	2,493,543	6%		114,063	29%
Charges for Services	1,577,152	-	1,577,152	205,723	-	1,371,429	13%		83,291	147%
Fines & Warrants	581,144	-	581,144	43,785	-	537,359	8%		39,858	10%
Intergovernmental Revenue (Grants)	1,796,663	-	1,796,663	1,041	-	1,795,622	0%		-	0%
Interest Income	750,000	-	750,000	23,069	-	726,931	3%		29,727	-22%
Miscellaneous	332,071	-	332,071	39,879	-	292,192	12%		13,340	199%
Park Fees	818,041	-	818,041	33,918	-	784,123	4%		26,351	29%
Transfers In	10,389,929	-	10,389,929	2,176,972	-	8,212,957	21%	4	123,225	1667%
Total Revenues	\$ 68,240,564	\$ -	\$ 68,240,564	\$ 4,189,933	\$ -	\$ 64,050,631	6%		\$ 1,974,997	112%
EXPENDITURES										
Administration	\$ 12,177,072	\$ -	\$ 12,177,072	\$ 504,853	\$ 946,329	\$ 10,725,889	12%	6	\$ 621,147	-19%
Police	17,724,406	85,307	17,809,713	1,067,813	398,723	16,343,177	8%	3	449,337	138%
Fire/EMS	15,945,810	-	15,945,810	1,117,333	248,597	14,579,879	9%	3	408,083	174%
Public Works	5,512,375	-	5,512,375	179,927	120,580	5,211,868	5%		74,896	140%
Community Services	9,346,688	-	9,346,688	538,261	1,094,011	7,714,416	17%	6	366,947	47%
Development Services	4,083,700	-	4,083,700	202,702	82,269	3,798,730	7%		106,787	90%
Engineering	2,708,971	-	2,708,971	158,785	6,793	2,543,393	6%		84,238	88%
Transfers Out	710,000	-	710,000	-	-	710,000	0%		-	0%
Total Expenses	\$ 68,209,022	\$ 85,307	\$ 68,294,329	\$ 3,769,675	\$ 2,897,302	\$ 61,627,352	10%		\$ 2,111,435	79%
REVENUE OVER (UNDER) EXPENDITURES	\$ 31,542	\$ (85,307)	\$ (53,765)	\$ 420,258					\$ (136,438)	
Beginning Fund Balance October 1			11,792,309	11,792,309					13,226,939	
Ending Fund Balance*			<u>\$ 11,738,544</u>	<u>\$ 12,212,567</u>					<u>\$ 13,090,501</u>	

- Notes
- Property taxes are billed in October and a majority of collections occur December through February. Capital Dedicated transfers made quarterly in FY26.
 - Franchise fees and other various license and fees are paid quarterly or annually.
 - Higher amounts vs prior years due to Special Purpose District salaries being moved to General Fund. Offset by Transfers In.
 - Increase in Transfers In vs prior year related to transfers from Capital Project and Special Purpose District funds for salaries.
 - Quarterly filer paid early in FY25 resulting in a higher than normal October collection amount.
 - Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
- * Fund Balance Contingency per Charter and Reserve for FY26 = \$11,821,706 (21%).

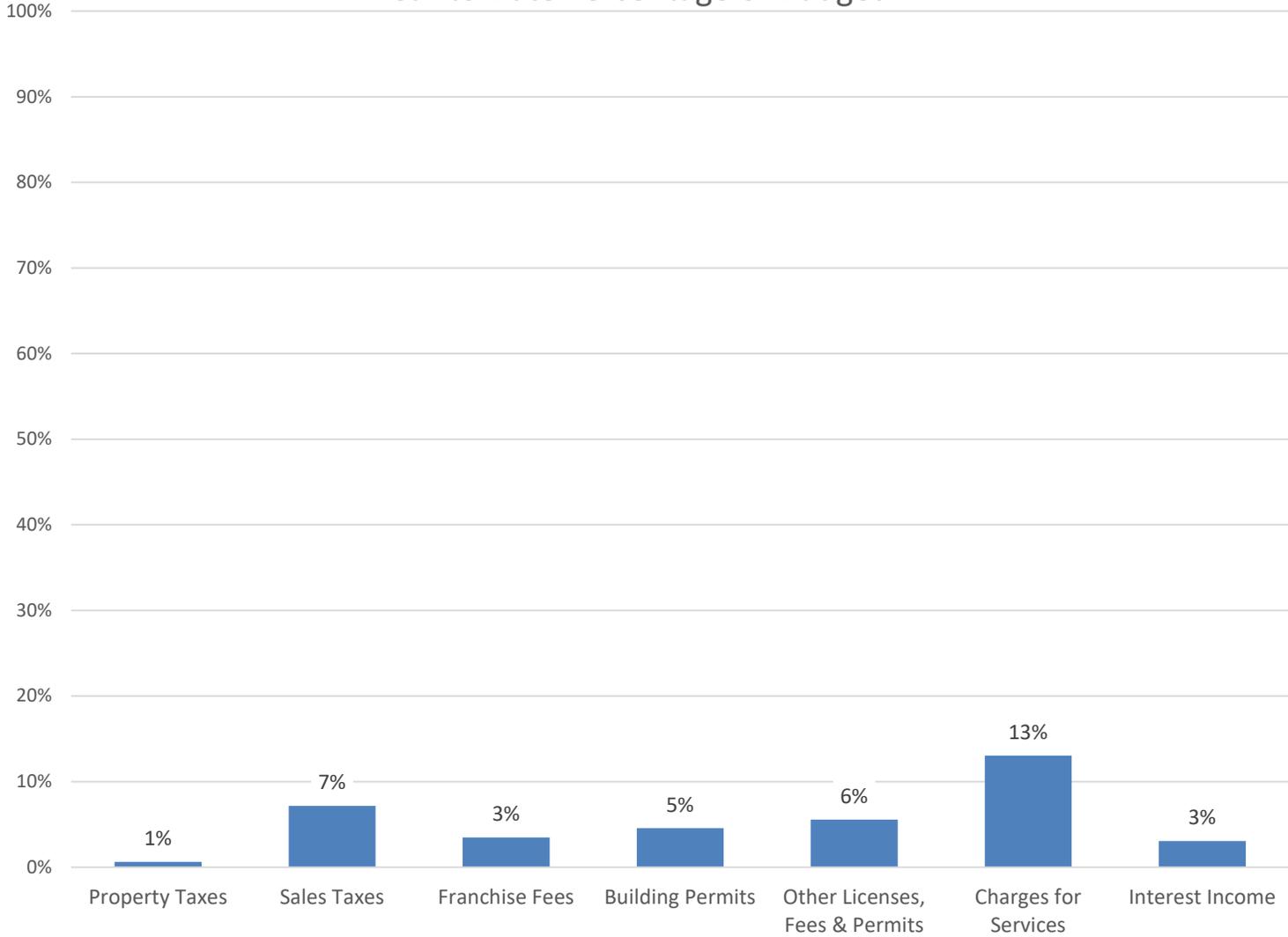
GENERAL FUND REVENUE

Current Year to Prior Year Actual

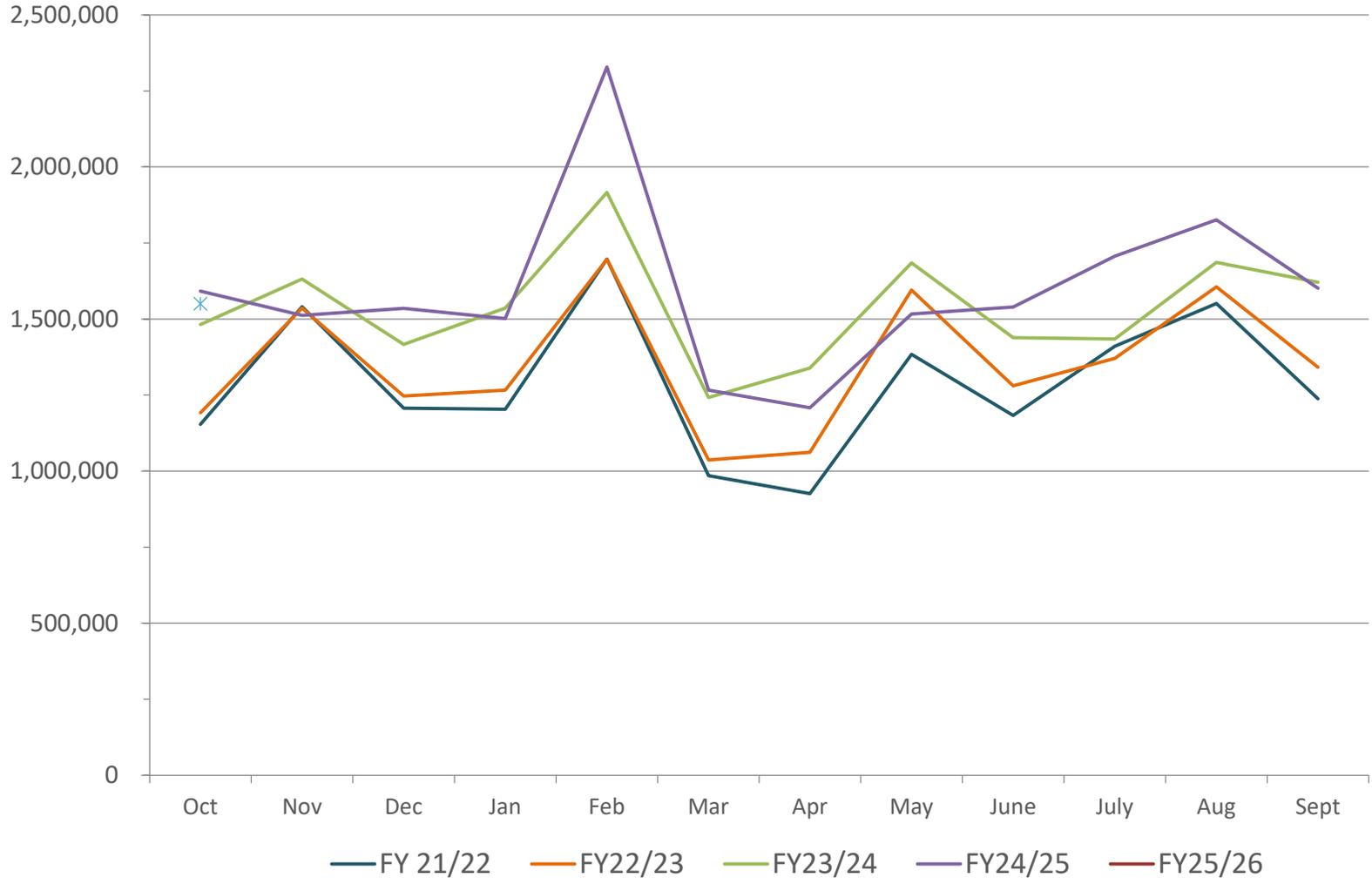


GENERAL FUND REVENUE

Year to Date Percentage of Budget



Sales Tax Revenue by Month



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025
Expected Year to Date Percent 8.3%

DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ 559	\$ -	\$ 74,441	1%		\$ 2,195	-75%
Property Taxes-Current	20,684,204	-	20,684,204	94,266	-	20,589,938	0%	1	112,157	-16%
Taxes-Penalties	40,000	-	40,000	793	-	39,207	2%		570	39%
Interest Income	145,000	-	145,000	4,129	-	140,871	3%		5,317	-22%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 20,944,204	\$ -	\$ 20,944,204	\$ 99,748	\$ -	\$ 20,844,456	0%		\$ 120,239	-17%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	-	-	20,000	0%		-	0%
2014 GO Bond Payment	-	-	-	-	-	-	0%	3	-	0%
2015 GO Bond Payment	1,444,300	-	1,444,300	-	-	1,444,300	0%		-	0%
2015 CO Bond Payment	-	-	-	-	-	-	0%		-	0%
2016 GO Debt Payment	250,000	-	250,000	-	-	250,000	0%		-	0%
2016 CO Debt Payment	470,000	-	470,000	-	-	470,000	0%		-	0%
2017 CO Debt Payment	490,000	-	490,000	-	-	490,000	0%		-	0%
2018 GO Debt Payment	170,000	-	170,000	-	-	170,000	0%		-	0%
2018 CO Debt Payment	560,000	-	560,000	-	-	560,000	0%	2	-	0%
2019 CO Debt Payment	564,212	-	564,212	-	-	564,212	0%		-	0%
2019 GO Debt Payment	175,000	-	175,000	-	-	175,000	0%		-	0%
2020 CO Debt Payment	445,000	-	445,000	-	-	445,000	0%		-	0%
2021 CO Debt Payment	270,000	-	270,000	-	-	270,000	0%		-	0%
2021 GO Debt Payment	1,205,000	-	1,205,000	-	-	1,205,000	0%		-	0%
2022 GO Debt Payment	1,070,000	-	1,070,000	-	-	1,070,000	0%		-	0%
2023 GO Debt Payment	1,340,000	-	1,340,000	-	-	1,340,000	0%		-	0%
2024 GO Debt Payment	1,035,000	-	1,035,000	-	-	1,035,000	0%		-	0%
2025 GO Debt Payment	3,150,000	-	3,150,000	-	-	3,150,000	0%		-	0%
Bond Interest Expense	8,506,816	-	8,506,816	-	-	8,506,816	0%		-	0%
Total Expenditures	\$ 21,165,328	\$ -	\$ 21,165,328	\$ -	\$ -	\$ 21,165,328	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (221,124)	\$ -	\$ (221,124)	\$ 99,748					\$ 120,239	
Beginning Fund Balance October 1			1,245,232	1,245,232					1,302,520	
Ending Fund Balance Current Month			<u>\$ 1,024,108</u>	<u>\$ 1,344,980</u>					<u>\$ 1,422,759</u>	

- Notes
- 1 Property taxes are billed in October and the majority of collections occur December through February. Capital Dedicated transfers do not effect Debt Service Fund.
 - 2 Annual debt service payments are made in February and August.
 - 3 Redemption of the remaining \$550,000 will be completed in November 2025.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025

EAST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
East Thoroughfare Impact Fees	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 327,306				
East Thoroughfare Other Revenue	-	-	-	-				
Interest Income	100,000	-	100,000	7,368				
Total Revenues	<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 334,674</u>				
EXPENDITURES								
Developer Reimbursements	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Total Developer Reimbursements	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>
Transfer to Capital Project Fund	\$ 2,400,000	\$ -	\$ 2,400,000	\$ -	\$ -	\$ 2,400,000	\$ -	\$ 2,400,000
Total Transfers Out	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>
Total Expenditures	<u>\$ 2,650,000</u>	<u>\$ -</u>	<u>\$ 2,650,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,650,000</u>	<u>\$ -</u>	<u>\$ 2,650,000</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,350,000)	\$ 334,674				
Beginning Fund Balance October 1			3,376,848	3,376,848				
Ending Fund Balance Current Month			<u>\$ 2,026,848</u>	<u>\$ 3,711,522</u>				

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025

WEST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
West Thoroughfare Impact Fees	\$ 4,500,000	\$ -	\$ 4,500,000	\$ 318,371				
West Thoroughfare Other Revenue	-	-	-	-				
Interest Income	200,000	-	200,000	19,171				
Total Revenues	\$ 4,700,000	\$ -	\$ 4,700,000	\$ 337,543				
EXPENDITURES								
Developer Reimbursements								
Pk Place, Prosper Hills, Prosper Meadow	\$ 4,014,469	\$ 900,000	\$ 900,000	\$ -	\$ -	\$ 900,000	\$ 125,492	\$ 3,888,977
Star Trail Developer Reimb	6,872,624	-	-	-	-	-	6,872,624	-
Legacy Garden Developer Reimb	3,407,300	-	-	-	-	-	511,737	2,895,563
DNT Frontier Retail	2,154,348	600,000	600,000	-	-	600,000	1,343,841	810,507
Total Developer Reimbursements	\$ 16,448,741	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000	\$ 8,853,694	\$ 7,595,047
Transfer to Capital Project Fund	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000
Total Transfers Out	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000
Total Expenditures	\$ 20,098,741	\$ 4,500,000	\$ 4,500,000	\$ -	\$ -	\$ 4,500,000	\$ 8,853,694	\$ 11,245,047
REVENUE OVER (UNDER) EXPENDITURES			\$ 200,000	\$ 337,543				
Beginning Fund Balance October 1			4,247,989	4,247,989				
Ending Fund Balance Current Month			<u>\$ 4,447,989</u>	<u>\$ 4,585,532</u>				

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025

WATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
REVENUES									
Impact Fees Water	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 241,555					
Interest Income	200,000	-	200,000	25,178					
Total Revenues	<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 266,733</u>					
EXPENDITURES									
Developer Reimbursements									
DNT Frontier Retail	\$ 343,542	\$ 200,000	\$ -	\$ 200,000	-	\$ -	\$ 200,000	\$ 54,252	\$ 289,290
Star Trail	3,200,733	500,000	-	500,000	-	-	500,000	3,200,733	-
Victory at Frontier	209,392	68,031	-	68,031	-	-	68,031	168,869	40,523
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	1,022,502	-	1,022,502	-	-	1,022,502	-	1,406,859
Total Developer Reimbursements	<u>\$ 5,160,526</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ 3,423,854</u>	<u>\$ 1,736,672</u>
Transfer to Capital Project Fund	\$ -	\$ 4,300,000	\$ -	\$ 4,300,000	\$ -	\$ -	\$ 4,300,000	\$ -	
Total Transfers Out	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 5,160,526</u>	<u>\$ 6,090,533</u>	<u>\$ -</u>	<u>\$ 6,090,533</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,090,533</u>	<u>\$ 3,423,854</u>	<u>\$ 1,736,672</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,640,533)	\$ 266,733					
Beginning Fund Balance October 1			7,566,307	7,566,307					
Ending Fund Balance Current Month			<u>\$ 4,925,774</u>	<u>\$ 7,833,040</u>					

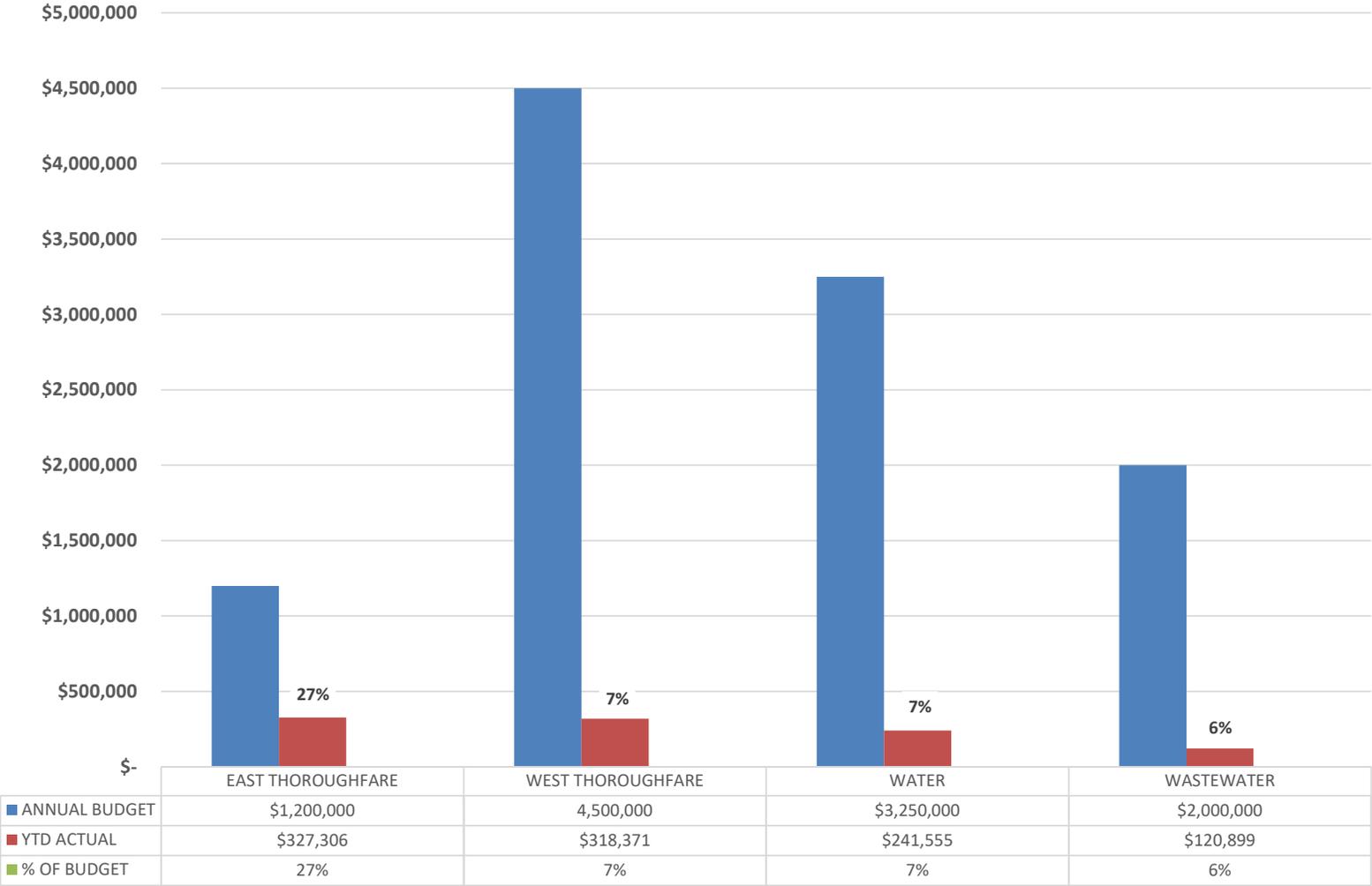
TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025

WASTEWATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
Impact Fees Wastewater	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 120,899				
Interest Income	100,000	-	100,000	7,482				
Upper Trinity Equity Fee	300,000	-	300,000	10,500				
Total Revenues	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 138,881</u>				
EXPENDITURES								
Developer Reimbursements								
LaCima Developer Reimb	\$ 707,235	\$ 308,726	\$ -	\$ 308,726	\$ -	\$ -	\$ 308,726	\$ 414,818
All Storage Developer Reimb	454,900	150,000	-	150,000	-	-	150,000	54,180
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-
Total Developer Reimbursements	<u>\$ 1,348,304</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 468,998</u>
Transfer to Capital Project Fund	\$ 2,568,378	\$ 2,568,378	\$ -	\$ 2,568,378	\$ -	\$ -	\$ 2,568,378	\$ -
Total Transfers Out	<u>\$ 2,568,378</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 3,916,682</u>	<u>\$ 3,127,104</u>	<u>\$ -</u>	<u>\$ 3,127,104</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,127,104</u>	<u>\$ 468,998</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (727,104)	\$ 138,881				
Beginning Fund Balance October 1			2,580,569	2,580,569				
Ending Fund Balance Current Month			<u>\$ 1,853,465</u>	<u>\$ 2,719,450</u>				

IMPACT FEE REVENUE

YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025
Expected Year to Date Percent 8.3%

TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ 50,000	\$ -	\$ 50,000	\$ 3,821	\$ 46,179	8%		\$ 12,226	-69%
Wastewater Impact Fees	700,000	-	700,000	8,466	691,534	1%		31,606	-73%
East Thoroughfare Impact Fees	50,000	-	50,000	4,589	45,411	9%		27,984	-84%
Property Taxes - Town (Current)	1,376,961	-	1,376,961	-	1,376,961	0%		-	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	295,022	-	295,022	-	295,022	0%		-	0%
Sales Taxes - Town	1,386,765	-	1,386,765	101,124	1,285,641	7%		91,355	11%
Sales Taxes - EDC	1,161,416	-	1,161,416	84,691	1,076,725	7%		76,510	11%
Interest Income	50,000	-	50,000	5,308	44,692	11%		9,520	-44%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 5,070,164	\$ -	\$ 5,070,164	\$ 207,999	\$ 4,862,165	4%		\$ 249,202	-17%
EXPENDITURES									
Professional Services	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	0%		\$ -	0%
Developer Reimbursement	6,480,373	-	6,480,373	-	6,480,373	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 6,483,373	\$ -	\$ 6,483,373	\$ -	\$ 6,483,373	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,413,209)	\$ 207,999				\$ 249,202	
Beginning Fund Balance October 1			1,438,209	1,438,209				2,542,101	
Ending Fund Balance Current Month			<u>\$ 25,000</u>	<u>\$ 1,646,208</u>				<u>\$ 2,791,303</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025
Expected Year to Date Percent 8.3%

TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	\$ 151,173	\$ -	\$ 151,173	\$ -	\$ 151,173	0%		\$ -	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	9,285	-	9,285	-	9,285	0%		-	0%
Sales Taxes - Town	2,200	-	2,200	89	2,111	4%		61	46%
Sales Taxes - EDC	2,200	-	2,200	89	2,111	4%		61	46%
Interest Income	1,500	-	1,500	117	1,383	8%		102	15%
Total Revenue	\$ 166,358	\$ -	\$ 166,358	\$ 295	\$ 166,063	0%		\$ 224	32%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Reimbursement	184,122	-	184,122	-	184,122	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 184,122	\$ -	\$ 184,122	\$ -	\$ 184,122	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ (17,764)	\$ 295				\$ 224	
Beginning Fund Balance October 1			42,764	42,764				25,751	
Ending Fund Balance Current Month			<u>\$ 25,000</u>	<u>\$ 43,059</u>				<u>\$ 25,975</u>	

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025
 Expected Year to Date Percent 8.3%

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,426,536	\$ -	\$ 3,426,536	\$ 254,389	\$ -	\$ 3,172,147	7%		\$ 260,945	-3%
Interest Income	1,200	-	1,200	71	-	1,129	6%		268	-73%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,427,736	\$ -	\$ 3,427,736	\$ 254,460	\$ -	\$ 3,173,276	7%		\$ 261,213	-3%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 83,641	-100%
Other	1,200	-	1,200	-	-	1,200	0%		-	0%
Transfer Out	3,426,536	-	3,426,536	254,389	-	3,172,147	7%	1	-	0%
Total Expenditures	\$ 3,427,736	\$ -	\$ 3,427,736	\$ 254,389	\$ -	\$ 3,173,347	7%		\$ 83,641	-100%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 71					\$ 177,572	
Beginning Fund Balance October 1			263,479	263,479					398,065	
Ending Fund Balance Current Month			<u>\$ 263,479</u>	<u>\$ 263,550</u>					<u>\$ 575,637</u>	

Notes

- 1 Payroll costs will be tranferred monthly.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025
 Expected Year to Date Percent 8.3%

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,460,319	\$ -	\$ 3,460,319	\$ 253,779	\$ -	\$ 3,206,540	7%		\$ 260,679	-3%
Interest Income	600	-	600	71	-	529	12%		128	-44%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,460,919	\$ -	\$ 3,460,919	\$ 253,850	\$ -	\$ 3,207,069	7%		\$ 260,806	-3%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 104,330	-100%
Other	2,400	-	2,400	-	-	2,400	0%		-	0%
Transfer Out	3,458,519	-	3,458,519	253,779	-	3,204,740	7%	1	-	0%
Total Expenditures	\$ 3,460,919	\$ -	\$ 3,460,919	\$ 253,779	\$ -	\$ 3,207,140	7%		\$ 104,330	-100%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 71					\$ 156,476	
Beginning Fund Balance October 1			75,896	75,896					382,940	
Ending Fund Balance Current Month			<u>\$ 75,896</u>	<u>\$ 75,967</u>					<u>\$ 539,416</u>	

Notes

1 Payroll costs will be transferred monthly.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025
 Expected Year to Date Percent 8.3%

PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication Fees	\$ 1,550,000	\$ -	\$ 1,550,000	\$ -	\$ -	\$ 1,550,000	0%		\$ -	0%
Park Improvement Fees	800,000	-	800,000	4,500	-	795,500	1%		-	0%
Interest - Park Dedication	20,000	-	20,000	4,112	-	15,888	21%		4,611	-11%
Interest - Park Improvement	20,000	-	20,000	2,745	-	17,255	14%		225	1119%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 2,390,000	\$ -	\$ 2,390,000	\$ 11,357	\$ -	\$ 2,378,643	0%		\$ 4,837	135%
EXPENDITURES										
Transfers Out - Park Dedication	\$ 1,400,000	\$ -	\$ 1,400,000	\$ -	\$ -	\$ 1,400,000	0%		\$ -	0%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	750,000	-	750,000	-	-	750,000	0%		-	0%
Park Improvement	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 2,150,000	\$ -	\$ 2,150,000	\$ -	\$ -	\$ 2,150,000	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 240,000	\$ -	\$ 240,000	\$ 11,357					\$ 4,837	
Beginning Fund Balance October 1			1,416,524	1,416,524					1,232,390	
Ending Fund Balance Current Month			<u>\$ 1,656,524</u>	<u>\$ 1,427,881</u>					<u>\$ 1,237,227</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025
Expected Year to Date Percent 8.3%

SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Interest Income	\$ 31,550	\$ -	\$ 31,550	\$ 4,178	\$ -	\$ 27,372	13%		\$ 35,111	-88%
Police Donation Revenue	15,500	-	15,500	1,465	-	14,035	9%		1,364	7%
Cash Seizure Forfeiture	-	-	-	139	-	(139)	0%		161	-13%
Fire Donation Revenue	15,500	-	15,500	1,475	-	14,025	10%		1,378	7%
Child Safety Revenue	28,000	-	28,000	-	-	28,000	0%		-	0%
Court Technology/Security Revenue	16,723	-	16,723	3,017	-	13,706	18%		2,121	42%
Municipal Jury revenue	170	-	170	34	-	136	20%		24	44%
Tree Mitigation	300,000	-	300,000	48,747	-	251,253	16%		-	0%
Escrow Income	-	-	-	-	-	-	0%		-	0%
LEOSE Revenue	3,000	-	3,000	-	-	3,000	0%		-	0%
60-A Inspection Revenue	-	-	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 410,443	\$ -	\$ 410,443	\$ 59,055	\$ -	\$ 351,388	14%		\$ 40,158	47%
EXPENDITURES										
Police Donation Expense	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	0%		\$ -	0%
Police Seizure Expense	23,000	-	23,000	-	-	23,000	0%		-	0%
Fire Donation Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
Child Safety Expense	80,000	-	80,000	-	-	80,000	0%		-	0%
Court Technology/Security Expense	25,060	-	25,060	-	-	25,060	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
60-A Inspection Expense	-	-	-	-	-	-	0%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		-	0%
Transfer Out (Tree Mitigation)	850,000	-	850,000	-	-	850,000	0%		-	0%
Total Expenses	\$ 1,023,060	\$ -	\$ 1,023,060	\$ -	\$ -	\$ 1,023,060	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (612,617)	\$ -	\$ (612,617)	\$ 59,055					\$ 40,158	
Beginning Fund Balance October 1			2,733,034	2,733,034					2,356,265	
Ending Fund Balance Current Month			<u>\$ 2,120,417</u>	<u>\$ 2,792,089</u>					<u>\$ 2,396,423</u>	

Notes

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025
 Expected Year to Date Percent 8.3%

HOTEL OCCUPANCY TAX FUND

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

Notes

* Holiday Inn Express opened November 13, 2025.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025
Expected Year to Date Percent 8.3%

WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 27,821,398	\$ -	\$ 27,821,398	\$ 2,436,184	\$ -	\$ 25,385,214	9%		\$ 2,381,704	2%
Sewer Charges for Services	18,074,593	-	18,074,593	1,223,905	-	16,850,688	7%		1,004,273	22%
Licenses, Fees & Permits	193,000	-	193,000	48,695	-	144,305	25%		49,762	-2%
Utility Billing Penalties	205,500	-	205,500	19,873	-	185,627	10%	2	37,451	-47%
Interest Income	350,000	-	350,000	30,581	-	319,419	9%		59,135	-48%
Other	691,700	-	691,700	84,435	-	607,265	12%		93,316	-10%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 47,336,191	\$ -	\$ 47,336,191	\$ 3,843,673	\$ -	\$ 43,492,518	8%		\$ 3,625,641	6%
EXPENDITURES										
Administration	\$ 996,176	\$ -	\$ 996,176	\$ 66,520	\$ 145,062	\$ 784,595	21%	4	\$ 44,862	48%
Debt Service	8,313,546	-	8,313,546	-	-	8,313,546	0%	1	-	0%
Water Purchases	15,819,798	-	15,819,798	1,240,150	-	14,579,648	8%		1,106,860	12%
Wastewater Treatment Fees	6,035,065	-	6,035,065	658,007	-	5,377,058	11%	3, 4	-	0%
Franchise Fee	2,172,380	-	2,172,380	163,668	-	2,008,712	8%		94,738	73%
Public Works	10,776,413	-	10,776,413	329,503	1,503,951	8,942,959	17%	4	263,090	25%
Transfer Out	1,829,753	-	1,829,753	152,479	-	1,677,274	8%		110,058	39%
Total Expenses	\$ 45,943,131	\$ -	\$ 45,943,131	\$ 2,610,326	\$ 1,649,013	\$ 41,683,791	9%		\$ 1,619,608	61%
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,393,060	\$ -	\$ 1,393,060	\$ 1,233,346					\$ 2,006,033	
Beginning Working Capital October 1			15,641,775	15,641,775					12,212,476	
*Ending Working Capital			<u>\$ 17,034,835</u>	<u>\$ 16,875,121</u>					<u>\$ 14,218,509</u>	

Notes

- 1 Annual debt service payments are made in February and August.
- 2 FY25 initiatives to encourage auto-drafts and payment reminders have resulted in more timely payments and a reduction of penalties.
- 3 First invoice of FY25 received in November vs October in FY26.
- 4 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
- * Minimum Ending Working Capital balance for FY26 = \$10,637,474 (25%).

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025
Expected Year to Date Percent 8.33%

WATER-SEWER FUND

	Oct-25		Oct-24		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	14,220	13,515	13,608	12,911	4.59%
# of Accts Commercial	521	475	469	424	11.53%
Consumption-Residential	222,180,250	96,459,928	238,401,120	93,751,740	-4.07%
Consumption-Commercial	33,082,220	20,093,370	30,431,940	17,803,330	10.24%
Consumption-Commercial Irrigation	42,856,570		45,616,900		-6.05%
Avg Total Res Water Consumption	15,618		17,490		-10.70%
Billed (\$) Residential	\$ 1,572,991	\$ 990,797	\$ 1,594,649	\$ 822,216	-1.36%
Billed (\$) Commercial	\$ 345,016	\$ 214,596	\$ 289,710	\$ 159,944	19.09%
Billed (\$) Commercial Irrigation	\$ 412,027		\$ 414,829		-0.68%
Total Billed (\$)	\$ 2,330,034	\$ 1,205,393	\$ 2,299,188	\$ 982,160	7.74%

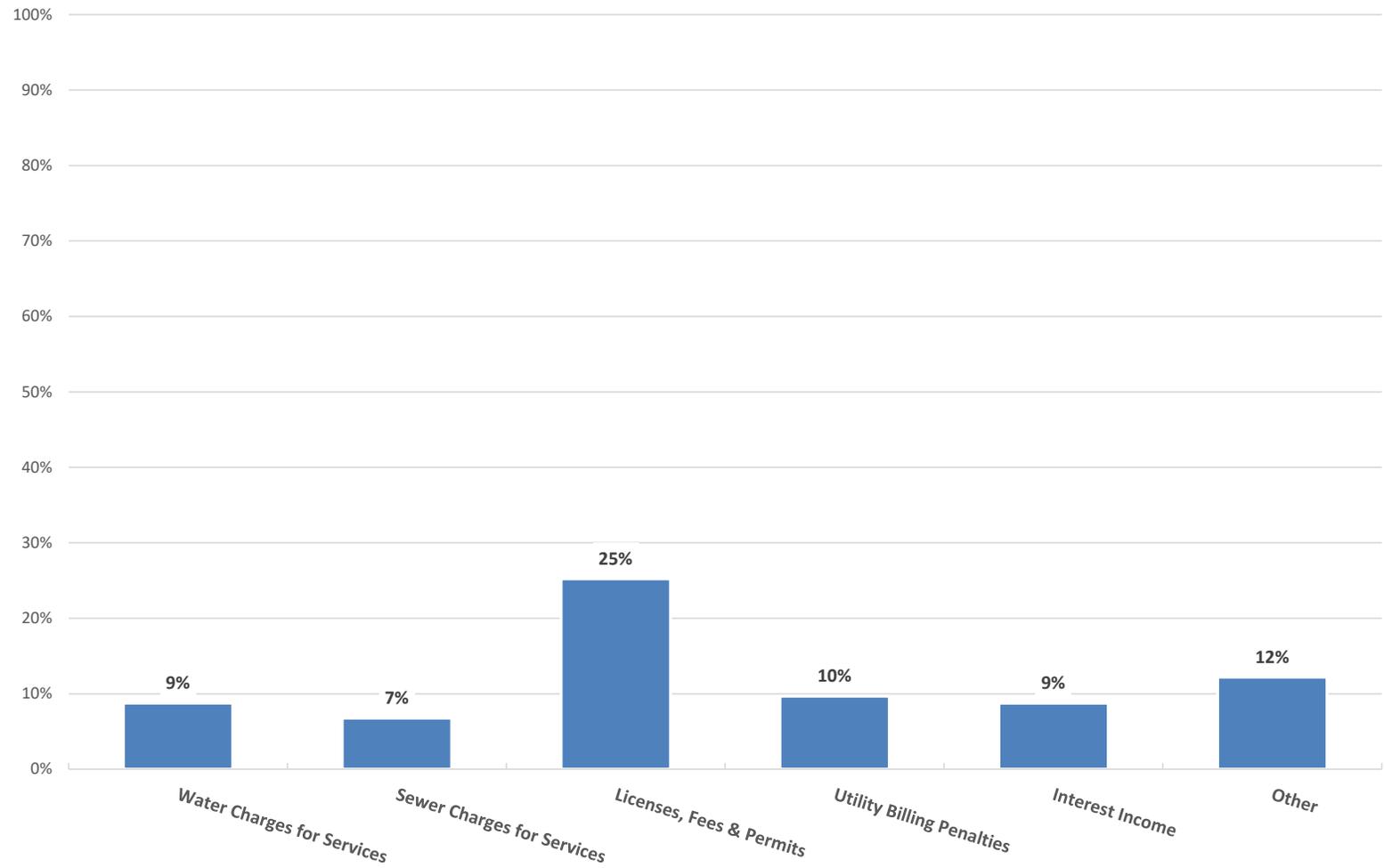
Month	FY2026			FY2025		
	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	73°	4	3.05	75°	1	0.41
November				61°	9	4.09
December				61°	13	5.91
January				43°	6	5.94
February				49°	10	2.12
March				64°	7	1.31
April				69°	10	4.65
May				74°	10	6.07
June				82°	6	3.09
July				85°	11	2.58
August				85°	4	2.97
September				81°	6	3.08
Annual		4	3.05		93	42.22

Average Total Residential Water Consumption by Month				
Month	FY2026	FY2025	Five Year	
			Average	Cumulative Average
October	15,618	17,490	17,477	17,477
November		14,260	11,974	29,450
December		9,080	7,760	37,211
January		6,340	6,932	44,142
February		6,090	6,344	50,487
March		6,308	6,631	57,117
April		10,638	9,897	67,014
May		11,310	11,332	78,347
June		13,536	11,912	90,259
July		15,430	18,548	108,806
August		19,802	22,581	131,387
September		18,840	20,443	151,830
TOTAL (gal)	15,618	149,124	151,830	

Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2025-10>

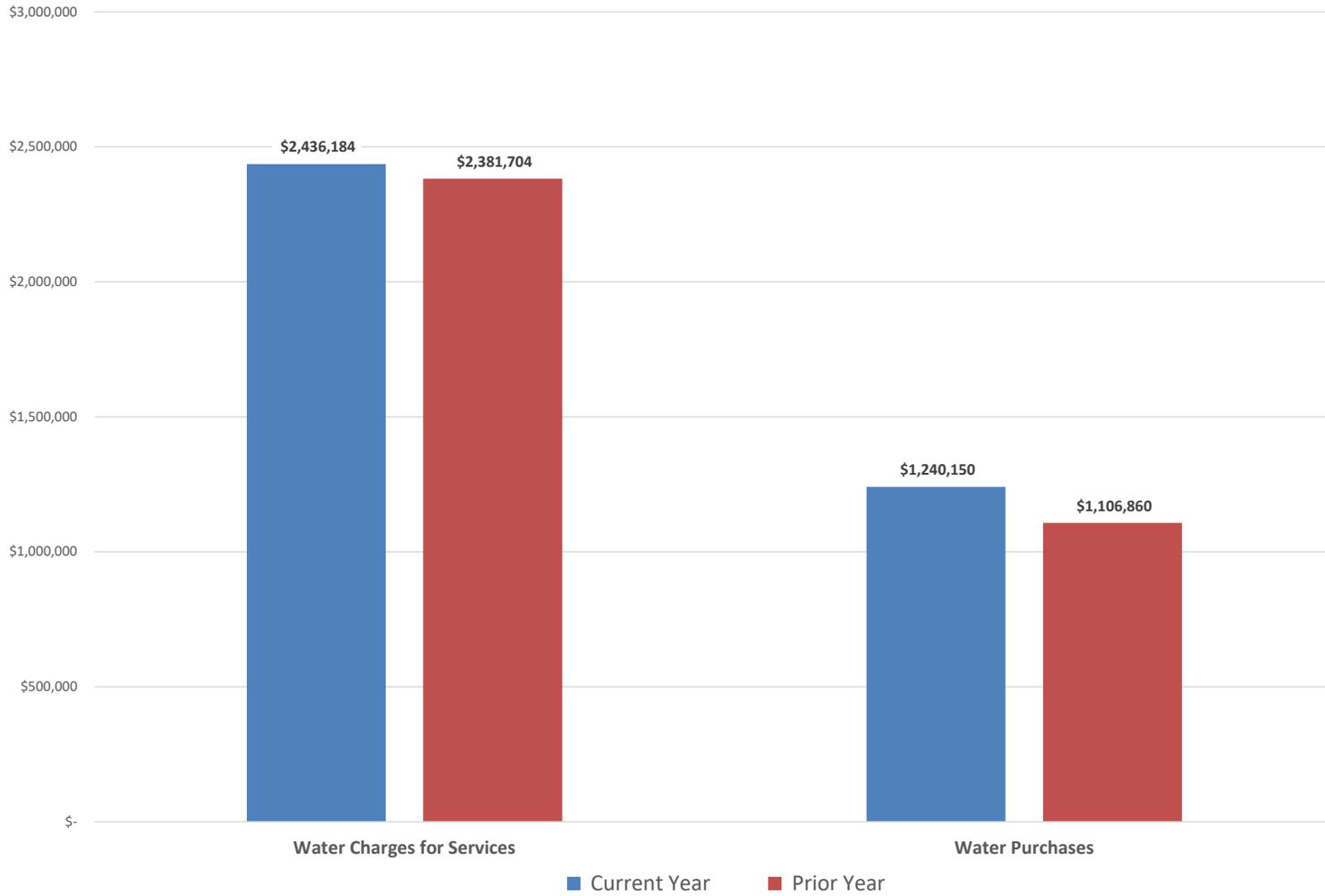
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



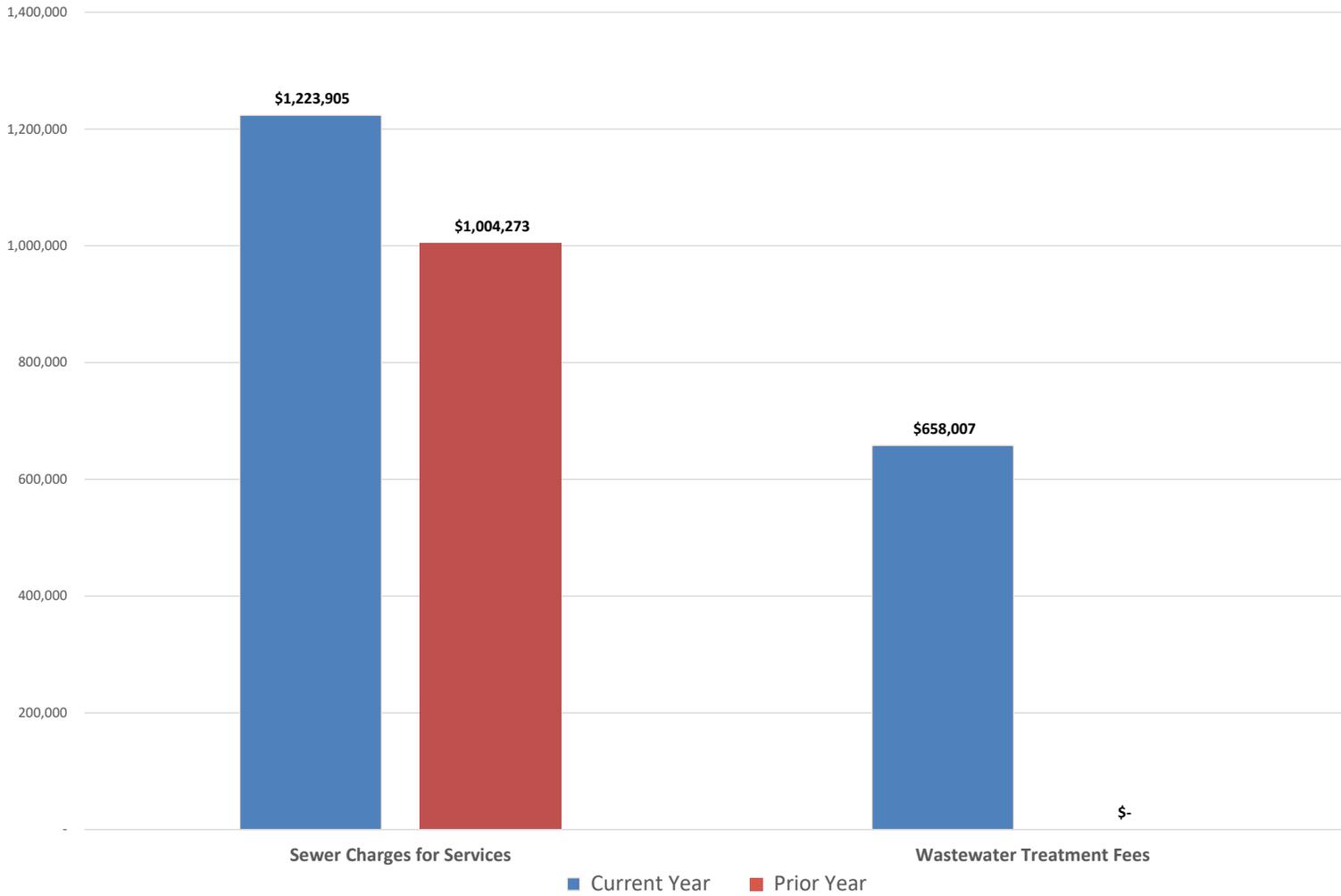
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



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

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025
 Expected Year to Date Percent 8.3%

STORMWATER DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 1,726,111	\$ -	\$ 1,726,111	\$ 84,230	\$ -	\$ 1,641,881	5%		\$ 81,280	4%
Drainage Review Fee	25,000	-	25,000	-	-	25,000	0%		-	0%
Interest Income	8,000	-	8,000	782	-	7,218	10%		1,199	-35%
Other Revenue	-	-	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 1,759,111	\$ -	\$ 1,759,111	\$ 85,012	\$ -	\$ 1,674,099	5%		\$ 82,479	3%
EXPENDITURES										
Administration	\$ 558,690	\$ -	\$ 558,690	\$ 27,356	\$ -	\$ 531,334	5%		\$ 11,125	146%
Debt Service	220,338	-	220,338	-	-	220,338	0%	2	-	0%
Operating Expenditures	119,546	-	119,546	1,567	2,231	115,748	3%		891	76%
Capital	267,374	-	267,374	-	-	267,374	0%		-	0%
Transfers Out	229,954	-	229,954	2,496	-	227,458	1%	1	13,166	-81%
Total Expenses	\$ 1,395,902	\$ -	\$ 1,395,902	\$ 31,419	\$ 2,231	\$ 1,362,252	2%		\$ 25,182	25%
REVENUE OVER (UNDER) EXPENDITURES	\$ 363,209	\$ -	\$ 363,209	\$ 53,593					\$ 57,296	
Beginning Working Capital October 1			251,393	251,393					380,410	
Ending Working Capital Current Month			<u>\$ 614,602</u>	<u>\$ 304,986</u>					<u>\$ 437,706</u>	

Notes

- Capital project funds are transferred as needed; General fund transfers are made monthly.
- Annual debt service payments are made in February and August.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025
 Expected Year to Date Percent 8.3%

SOLID WASTE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	\$ 3,938,626	\$ -	\$ 3,938,626	\$ 336,448	\$ -	\$ 3,602,178	9%		\$ 271,044	24%
Interest Income	3,500	-	3,500	802	-	2,698	23%		536	50%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 3,942,126	\$ -	\$ 3,942,126	\$ 337,250	\$ -	\$ 3,604,876	9%		\$ 271,579	24%
EXPENDITURES										
Administration	\$ 75,588	\$ -	\$ 75,588	\$ 2,119	\$ -	\$ 73,469	3%		\$ 2,239	-5%
Sanitation Collection	3,445,196	-	3,445,196	-	-	3,445,196	0%	1	-	0%
Capital Expenditure	-	-	-	-	-	-	0%		-	0%
Debt Service	257,501	-	257,501	21,458	-	236,043	8%		21,458	0%
Transfer Out	195,951	-	195,951	13,829	-	182,122	7%		-	0%
Total Expenses	\$ 3,974,236	\$ -	\$ 3,974,236	\$ 37,406	\$ -	\$ 3,936,830	1%		\$ 23,697	58%
REVENUE OVER (UNDER) EXPENDITURES	\$ (32,110)	\$ -	\$ (32,110)	\$ 299,844					\$ 247,882	
Beginning Working Capital October 1			168,668	168,668					52,403	
Ending Working Capital			<u>\$ 136,558</u>	<u>\$ 468,512</u>					<u>\$ 300,285</u>	

Notes

1 Bills received in October are for FY25. First FY26 bills to be paid in November.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025
 Expected Year to Date Percent 8.3%

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Charges for Services	\$ 1,566,797	\$ -	\$ 1,566,797	\$ 131,005	\$ -	\$ 1,435,792	8%		\$ 131,005	0%
Grant Revenue	-	-	-	-	-	-	0%		-	0%
Other Reimbursements	-	-	-	-	-	-	0%		-	0%
Interest Income	250,000	-	250,000	11,566	-	238,434	5%		23,270	-50%
Auction Proceeds	150,000	-	150,000	-	-	150,000	0%		-	0%
Total Revenue	\$ 1,966,797	\$ -	\$ 1,966,797	\$ 142,571	\$ -	\$ 1,824,226	13%		\$ 154,275	-50%
EXPENDITURES										
Vehicle Replacement	\$ 1,972,462	\$ -	\$ 1,972,462	\$ -	\$ 614,883	\$ 1,357,579	31%		\$ -	0%
Equipment Replacement	77,706	-	77,706	-	30,496	47,210	39%		-	0%
Technology Replacement	1,089,094	-	1,089,094	-	-	1,089,094	0%		-	0%
Total Expenditures	\$ 3,139,262	\$ -	\$ 3,139,262	\$ -	\$ 645,380	\$ 2,493,882	21%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,172,465)	\$ -	\$ (1,172,465)	\$ 142,571					\$ 154,275	
Beginning Fund Balance October 1			5,210,166	5,210,166					6,055,897	
Ending Fund Balance Current Month			<u>\$ 4,037,701</u>	<u>\$ 5,352,737</u>					<u>\$ 6,210,172</u>	

Notes

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025
 Expected Year to Date Percent 8.3%

HEALTH INSURANCE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	\$ 7,231,912	\$ -	\$ 7,231,912	\$ 364,146	\$ -	\$ 6,867,766	5%		\$ 364,085	0%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	3,296	-	296,704	1%		1,641	101%
Interest Income	20,000	-	20,000	1,024	-	18,976	5%		2,049	-50%
Transfers In	710,000	-	710,000	-	-	710,000	0%			
Total Revenue	\$ 8,261,912	\$ -	\$ 8,261,912	\$ 368,467	\$ -	\$ 7,893,445	4%		\$ 367,775	0%
EXPENDITURES										
Contractual Services	\$ 133,911	\$ -	\$ 133,911	\$ 21,968	\$ -	\$ 111,943	16%		\$ 2,400	815%
Employee Health Insurance/Claims	8,371,480	-	8,371,480	235,502	-	8,135,978	3%		508,985	-54%
Total Expenditures	\$ 8,505,391	\$ -	\$ 8,505,391	\$ 257,469	\$ -	\$ 8,247,922	3%		\$ 511,384	-50%
REVENUE OVER (UNDER) EXPENDITURES	\$ (243,479)	\$ -	\$ (243,479)	\$ 110,998					\$ (143,609)	
Beginning Fund Balance October 1			435,819	435,819					148,135	
Ending Fund Balance Current Month			<u>\$ 192,340</u>	<u>\$ 546,817</u>					<u>\$ 4,526</u>	

Notes

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
REVENUES								
Property Taxes - Capital Dedicated		\$ 10,500,000	\$ -	\$ 10,500,000	\$ -			
Contributions/Interlocal Revenue		3,600,000	-	3,600,000	-			
Bond Proceeds - 2026 GO Bonds		23,297,062	-	23,297,062	-			
Interest Income		3,000,000	-	3,000,000	264,469			
Transfers In - Impact Fee Funds		5,500,000	-	5,500,000	-			
Transfers In - Tree Mitigation		850,000	-	850,000	-			
Transfers In - Park Dedication/Improvement		2,150,000	-	2,150,000	-			
Grants		-	-	-	-			
Other Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Total Revenues		\$ 48,897,062	\$ -	\$ 48,897,062	\$ 264,469			

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
EXPENDITURES								
Street & Traffic Projects								
<u>Street Projects</u>								
First Street (DNT - Coleman)	\$ 24,758,067	\$ -	\$ -	\$ 24,758,067	\$ -	\$ 42,099	\$ 3,466,462	\$ 21,249,507
Coit Road (First-Frontier)	27,789,900	-	-	27,789,900	-	10,984,589	2,286,547	14,518,764
DNT Main Lane (US 380 - FM 428)	7,671,186	-	-	7,671,186	-	-	5,114,123	2,557,063
Fishtrap (Elem-DNT)	32,230,732	-	-	32,230,732	-	527,738	31,499,530	203,463
Teel (US380 Intersection Improv.)	-	-	493,527	493,527	489,327	-	-	4,200
First Street (Coit-Custer) 4 Lanes	26,563,812	-	-	26,563,812	-	17,000	26,372,036	174,777
Preston Road / First Street Dual Le	900,000	-	-	900,000	-	22,077	71,523	806,400
Craig Street (Preston - Fifth)	750,000	4,400,000	-	5,150,000	-	35,313	719,042	4,395,645
Coleman (Gorgeous - Talon)	4,022,596	15,500,000	1	19,522,597	-	195,568	2,847,712	16,479,317
Legacy (Prairie - Fishtrap) - 4 lan	10,000,000	-	931,473	10,931,473	-	-	10,171,519	759,954
Teel Parkway (US 380 - Fishtrap Rd)	6,040,289	-	-	6,040,289	-	16,169	6,056,103	(31,984)
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	-
Street Impact Fee Analysis	105,627	-	-	105,627	-	1,871	57,110	46,645
US 380 Deceleration Lanes - Denton	500,000	-	-	500,000	-	-	43,600	456,400
Safety Way (Cook - Technology)	800,000	-	-	800,000	-	-	454,085	345,915
Gorgeous/McKinley	700,000	-	-	700,000	-	-	608,940	91,060
First Street (Coleman - Craig)	2,500,000	-	-	2,500,000	-	58,489	516,408	1,925,103
Gee Road (US 380 - FM 1385) - 2 NB	3,900,000	1,100,000	-	5,000,000	-	122,852	1,590,688	3,286,460
Frontier Parkway (Legacy - DNT)	300,000	-	-	300,000	-	-	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 W	1,400,000	-	-	1,400,000	-	184,822	578,178	637,000
Windsong Parkway/US 380 Dual Left T	152,620	-	-	152,620	-	10,120	73,318	69,182
Legacy Drive (Prosper Tr. to P	-	-	10,000	10,000	-	-	167	9,833
Coleman St (First-Georgeous)	660,000	-	-	660,000	-	278,698	381,902	(600)
Teel Parkway (First-Freeman)	855,510	-	180	855,690	-	235,847	619,844	-
Legacy (First St. - Prosper Tr	200,000	-	-	200,000	-	-	-	200,000
Legacy (First St. - Prosper Tr	550,000	-	-	550,000	-	-	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	-	-	1,200,000	-	720,694	260,306	219,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	-	4,463	24,038	-
West Gorgeous (McKinley-Colema	230,000	-	-	230,000	-	138,868	84,128	7,004
Godwin Parkway (DNT - BNSF RR)	-	2,000,000	-	2,000,000	-	-	-	2,000,000
Whitley Place/First St. - Open Spac	-	250,000	-	250,000	-	-	-	250,000
Unprogrammed Future Projects	522,874	-	-	522,874	-	-	-	522,874

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 October 31, 2025

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Street & Traffic Projects								
<u>Traffic Projects</u>								
Fifth Street Quiet Zone	500,000	-	-	500,000	-	-	-	500,000
Traffic Signal - Fishtrap & Artesia	525,000	140,000	-	665,000	-	6,707	323,079	335,214
Median Lighting US 380 (Mahard-Love)	300,000	-	-	300,000	-	-	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	-	56,637	213,560	11,303
Traffic Signal - Teel Pkway & Prair	525,000	140,000	-	665,000	-	1,666	39,304	624,031
Traffic Signal Acacia Parkway/Gee R	667,573	-	-	667,573	-	18,680	645,373	3,520
Traffic Signal First Street/Legacy	992,259	-	-	992,259	-	745,311	246,948	-
Opticom Repair/Installation	85,000	-	-	85,000	-	6,960	75,597	2,443
Gee/Lockwood Pedestrian Hybrid	357,113	-	-	357,113	-	234,323	113,650	9,140
First/Copper Canyon Pedestrian	331,054	-	-	331,054	-	211,787	108,867	10,400
First/Chaucer Pedestrian Hybri	316,374	-	-	316,374	-	199,316	106,658	10,400
Tr. Signal (Denton-Fishtrap)	390,428	-	-	390,428	-	-	377,974	12,454
Traffic Improvement Projects (767,160	1,500,000	-	2,267,160	-	-	-	2,267,160
Traffic Signal Communications P	495,000	-	-	495,000	-	-	-	495,000
Traffic Signal - Legacy & Prai	525,000	140,000	-	665,000	-	-	-	665,000
School Zone Flashers	140,544	-	-	140,544	-	-	140,544	-
Traffic Equipment	15,928	-	-	15,928	-	-	15,928	-
Crosswalk Development Projects	140,000	-	-	140,000	-	62,940	62,984	14,076
Traffic Signal - Legacy & Prosper T	-	85,000	-	85,000	-	-	-	85,000
Traffic Signal - Legacy & Starwood	-	85,000	-	85,000	-	-	-	85,000
Total Street & Traffic Projects	\$ 164,636,646	\$ 25,340,000	\$ 1,435,181	\$ 191,411,826	\$ 489,327	\$ 15,441,603	\$ 97,167,775	\$ 78,313,123

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Park Projects								
<u>Neighborhood Park</u>								
Windsong Park #3	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000
Lakewood Preserve, Phase 2	5,587,255	-	(1)	5,587,255	-	14,388	5,563,948	8,919
Downtown Park (Broadway/Parvin)	1,158,240	200,000	-	1,358,240	-	6,642	99,058	1,252,540
Raymond Community Park Dam Repair	-	350,000	-	350,000	-	-	-	350,000
Playground Shade Structures - Lakew	-	200,000	-	200,000	-	-	-	200,000
Security Cameras - Raymond Communit	-	250,000	-	250,000	-	-	-	250,000
Pecan Grove & Whitley Place HOA Irr	-	125,000	-	125,000	-	-	-	125,000
Mirabella Park (Tellus)	-	500,000	-	500,000	-	-	-	500,000
Creekside Park (Shaddock)	-	445,000	-	445,000	-	-	-	445,000
<u>Trails</u>								
Doe Branch Trail Connections	1,684,000	-	-	1,684,000	-	113,148	124,111	1,446,741
<u>Downtown Improvements</u>								
Downtown Improvements	329,383	-	-	329,383	-	78,816	239,166	11,400
Downtown Monumentation	164,700	-	-	164,700	-	390	164,341	(31)
Downtown Monumentation, Broadway &	370,000	255,000	-	625,000	-	-	-	625,000
Prosper Parking Lot and Alley Impro	552,500	-	6,000	558,500	250	21,950	100,550	435,750
<u>Community Park</u>								
Raymond Community Park	24,787,000	128,000	270,000	25,185,000	5	5,742,127	17,375,181	2,067,687
Raymond Comm. Park, Trail/Brid	916,802	-	-	916,802	-	916,535	-	267
Froniter Park Pond Repairs	473,000	-	-	473,000	-	33,768	420,123	19,109
Frontier Park Concrete Repairs	120,000	-	-	120,000	-	-	-	120,000
Parks & Recreation Admin Facil	80,000	-	-	80,000	-	-	72,803	7,197
Doe Branch Property Masterplan	140,000	-	-	140,000	-	51,900	82,700	5,400
Dream Park	-	3,000,000	-	3,000,000	-	-	-	3,000,000
Playgr. Shade Struct.-Pecan Gr	160,000	-	-	160,000	-	-	158,923	1,077
<u>Median/ Landscape Screening</u>								
US 380 Green Ribbon Lndscp- Irrigat	2,295,000	-	-	2,295,000	-	537,524	1,281,909	475,567
Mahard Medians	-	500,000	-	500,000	-	-	-	500,000
Prairie Medians	-	250,000	-	250,000	-	-	-	250,000
Richland Median Lndscp (Prosper Com	-	150,000	-	150,000	-	-	-	150,000
Prosper Trail Screening (Preston -	550,000	-	-	550,000	-	75,575	472,986	1,439
Parks Master Plan Update	140,000	-	-	140,000	-	-	132,707	7,293
Unprogrammed Future Projects	400,190	-	-	400,190	-	-	-	400,190
Total Park Projects	\$ 40,258,070	\$ 6,353,000	\$ 275,999	\$ 46,887,069	\$ 255	\$ 7,592,763	\$ 26,288,505	\$ 13,005,545

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Facility Projects								
<u>Public Safety</u>								
Fire Station #4 Design	\$ 950,680	\$ -	\$ -	\$ 950,680	\$ -	\$ 108,884	\$ 856,971	\$ (15,175)
Fire Station #4 Other Developm	413,422	-	-	413,422	-	32,731	111,496	269,195
Fire Station #4 Construction	11,610,003	-	-	11,610,003	-	4,928,157	6,534,244	147,602
Fire Station #4 (FF&E)	700,000	-	-	700,000	-	78,362	-	621,638
Public Safety Fiber Ring	1,000,000	-	-	1,000,000	-	153,241	-	846,759
PD Needs Assessment	78,740	-	1	78,741	-	11,775	66,966	-
Town Hall HVAC Unit	-	-	61,933	61,933	-	61,933	-	-
Repairs Fire Station 2	-	-	49,929	49,929	-	-	-	49,929
Central Fire BAS System	-	-	65,732	65,732	-	-	-	65,732
Fire Station 2 BAS System	-	-	16,435	16,435	-	16,435	-	-
Fire Station 3 BAS System	-	-	39,694	39,694	-	39,694	-	-
Quint Fire Engine (New Central Fire	1,495,000	-	-	1,495,000	-	-	1,469,880	25,120
Ambulance (New Central Fire Station	495,000	-	-	495,000	-	-	487,388	7,612
Fire Engine Station #4	1,250,000	-	-	1,250,000	-	-	1,246,418	3,582
Ambulance Station #4	552,000	-	-	552,000	-	-	551,600	401
<u>Non-Public Safety</u>								
Parks & Public Works, Phase 1	5,802,938	5,397,062	-	11,200,000	-	2,291,971	777,468	8,130,560
Finish Out Interior Spaces Town Hal	685,416	-	-	685,416	-	265,691	419,725	-
Library Master Pan	130,000	-	-	130,000	-	13,989	116,011	-
Town Hall Repairs - N. Parking	290,892	-	-	290,892	-	240,403	50,489	-
Facility Improvement Projects	-	300,000	(233,723)	66,277	-	-	-	66,277
Unprogrammed Future Projects	511,916	-	-	511,916	-	-	-	511,916
Total Facility Projects	\$ 25,966,007	\$ 5,697,062	\$ 1	\$ 31,663,071	\$ -	\$ 8,243,267	\$ 12,688,657	\$ 10,731,148
Transfer Out								
CIP Salaries - Streets	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -
CIP Salaries - Parks	-	300,000	-	300,000	300,000	-	-	-
CIP Salaries - Facilities	-	300,000	-	300,000	300,000	-	-	-
Total Expenditures	\$ 230,860,723	\$ 38,390,062	\$ 1,711,181	\$ 270,961,966	\$ 1,489,582	\$ 31,277,633	\$ 136,144,936	\$ 102,049,816
REVENUE OVER (UNDER) EXPENDITURES				\$ (222,064,904)	\$ (1,225,113)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				79,149,405	79,149,405			
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (142,915,499)	\$ 77,924,292			

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
October 31, 2025

UTILITY CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Year Expenditure	Project Budget Balance
REVENUES								
Interest Income		\$ 807,800	\$ -	\$ 807,800	\$ 198,690			
Bond Proceeds		26,538,619	-	26,538,619	-			
Grant Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Transfers In - Impact Fee Funds		6,868,378	-	6,868,378	-			
Transfers In - Drainage Fund		200,000	-	200,000	-			
Total Revenues		<u>\$ 34,214,797</u>	<u>\$ -</u>	<u>\$ 34,214,797</u>	<u>\$ 198,690</u>			
EXPENDITURES								
Water Projects								
Lower Pressure Plane 42"	\$ 18,931,100	\$ -	\$ -	\$ 18,931,100	\$ -	\$ -	\$ 18,510,550	\$ 420,550
LPP Water Line Phase, 2A	9,000,000	-	-	9,000,000	-	61,380	7,919,646	1,018,973
Water Line Relocation-Frontier Park	6,900,000	-	-	6,900,000	-	4,059,341	1,554,570	1,286,088
Parks & Public Works, Phase 1	5,600,000	-	-	5,600,000	-	620,923	388,007	4,591,070
DNT (Prosper Trail - Frontier Parkw	23,785	-	-	23,785	-	-	3,585	20,200
Water Impact Fee Analysis	105,627	-	-	105,627	-	139	105,487	-
DNT Water Line Relocation	37,019	-	-	37,019	-	-	25,127	11,893
5 MG Ground Storage Tank	8,100,000	5,695,000	-	13,795,000	-	286,028	524,677	12,984,295
Craig Street 2 MG EST Rehabili	460,000	2,540,000	-	3,000,000	-	295,645	73,305	2,631,050
First Street (DNT - Coleman) - 12"	-	2,500,000	-	2,500,000	-	-	-	2,500,000
US 380 30-inch Water/8" WW Line Rel	-	1,800,000	-	1,800,000	-	-	-	1,800,000
Unprogrammed Future Projects	356,728	-	-	356,728	-	-	-	356,728
Wastewater Projects								
Doe Branch Parallel Interceptor	16,253,327	-	-	16,253,327	-	-	3,750,000	12,503,327
Upper Doe Branch WW Line	8,025,000	-	-	8,025,000	-	2,359,788	4,573,501	1,091,711
Sewer Impact Fee Analysis	115,947	-	-	115,947	-	139	115,807	-
Doe Branch, Phase 3 WWTP	104,946,277	-	-	104,946,277	-	3,835	33,636,712	71,305,730
Wilson Creek WW Line	400,000	-	-	400,000	-	-	305,286	94,714
Denton ISD WW Line Reimburseme	531,622	-	-	531,622	-	-	-	531,622
Total Water & Wastewater Projects	<u>\$ 179,786,432</u>	<u>\$ 12,535,000</u>	<u>\$ -</u>	<u>\$ 192,321,431</u>	<u>\$ -</u>	<u>\$ 7,687,220</u>	<u>\$ 71,486,261</u>	<u>\$ 113,147,951</u>
Drainage Projects								
Old Town Regional Retention Pond #2	\$ 98,386	\$ 200,000	\$ -	\$ 298,386	\$ -	\$ -	\$ 48,323	\$ 250,063
Doe Branch Creek Erosion Control	225,000	-	-	225,000	-	14,472	183,560	26,968
Total Drainage Projects	<u>\$ 323,386</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 523,386</u>	<u>\$ -</u>	<u>\$ 14,472</u>	<u>\$ 231,883</u>	<u>\$ 277,031</u>
Transfer Out								
CIP Salaries - Water	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -
CIP Salaries - Wastewater	-	200,000	-	200,000	200,000	-	-	-
Total Expenses	<u>\$ 180,109,818</u>	<u>\$ 13,235,000</u>	<u>\$ -</u>	<u>\$ 193,344,817</u>	<u>\$ 500,000</u>	<u>\$ 7,701,692</u>	<u>\$ 71,718,144</u>	<u>\$ 113,424,982</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (159,130,020)	\$ (301,310)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				95,644,027	95,644,027			
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (63,485,993)</u>	<u>\$ 95,342,717</u>			



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Acceptance and Approval of the 2025 Tax Roll

Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a Resolution accepting and approving the 2025 Tax Roll.

Description of Agenda Item:

The Texas Property Tax Code, Section 26.09 (e) requires the Town Council to approve the Appraised Roll with tax amounts entered by the Assessor. The Collin County Tax Assessor Collector provided the attached 2025 Tax Roll Summary with a total levy of \$60,047,884.24. Although the enclosed document is titled “Collin County,” this refers to the Tax Assessor Collector, who performs tax collection for Prosper properties in both Collin and Denton Counties.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. 2025 Tax Roll Summary

Town Staff Recommendation:

Town Staff recommend that the Town Council approve a Resolution accepting and approving the 2025 Tax Roll as provided by the Assessor.

Proposed Motion:

I move to approve a Resolution accepting and approving the 2025 Tax Roll.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING AND APPROVING THE 2025 TAX ROLL; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.09(e) of the Texas Property Tax Code requires the Town Council to approve the Tax Roll; and

WHEREAS, the Town received notification from the Collin County Tax Assessor Collector as to the Tax Roll jurisdiction summary as of October 1, 2025, and

WHEREAS, a summary statement of said 2025 Tax Roll is attached hereto as Exhibit A.

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

SECTION 1

All matters stated in the preamble of this Resolution are true and correct and are hereby incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Council of the Town of Prosper, Texas, does hereby accept and approve the 2025 Tax Roll as submitted by the Collin County Tax Assessor Collector.

SECTION 3

The attached Exhibit A constitutes the official Town of Prosper 2025 Tax Roll, containing a tax levy of \$60,047,884.24.

SECTION 4

This Resolution is effective on the date of passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 9TH DAY OF DECEMBER 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



SCOTT GRIGG
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
2300 Bloomdale Road, Suite 2366
P.O. Box 8046
McKinney, TX 75070-8046
(972) 547-5020
Fax: (214) 491-4808
Email: sgrigg@co.collin.tx.us

October 8, 2025

David F. Bristol, Mayor
Town of Prosper
P.O. Box 307
Prosper, TX 75078

Dear Mayor Bristol,

Attached is the 2025 Tax Roll Summary for Town of Prosper.

Submission of the 2025 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2025 Tax Roll for Town of Prosper.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Scott Grigg".

Scott Grigg
Tax Assessor Collector

SG:jd

Enclosure

cc: Chris Landrum
Colin Ashby

2025 TAX ROLL SUMMARY

05 - PROSPER TOWN

	Amount	Count
NUMBER OF ACCOUNTS		18,398
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$322,500	
ROLLCODE: PERSONAL		
Personal	\$425,851,381	
ROLLCODE: REAL		
Agriculture	\$1,109,172,956	
Improvement	\$9,065,888,419	
Improvement Non-Home Site	\$2,130,954,774	
Land	\$3,171,950,637	
Land Ag Land	\$567,109	
Land Non-Home Site	\$1,659,265,880	
TOTAL MARKET VALUE	\$17,563,973,656	
DEFERRALS		
Ag	\$1,109,172,956	216
TOTAL DEFERRALS	\$1,109,172,956	
EXEMPTIONS		
23.231 Circuit Breaker Limitation	\$45,236,828	419
Absolute Exemption	\$288,452	3
Absolute Exemption , XN , XN	\$20,325	1
Autos , XO , PPV , XO , PPV	\$57,717,943	30
Cap Adjustment , XT , XT	\$645,900,623	6,728
Disabled	\$228,000	82
Disabled Veteran	\$229,915,613	636
Energy , XR , XR	\$185,550	1
Freeport	\$703,499	1
Full	\$17,925,706	15
Homestead	\$1,746,898,931	10,888
Miscellaneous , XV , XV	\$1,552,000,728	902
Nominal Value	\$253,180	231
Other, XF, XH, XU , XF, XH, XU, XF, XH, XU	\$100	1
Over 65	\$17,299,800	1,812
Pollution Control	\$457,085	8
Solar/Wind	\$517,156	11
Surviving Spouse Disabled Person	\$0	2
TOTAL EXEMPTIONS	\$4,315,549,519	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$5,424,722,475	
TOTAL MARKET VALUE	\$17,563,973,656	
TAXABLE VALUE	\$12,139,251,181	
TAX RATE	0.505000	
ROLLCODE: MOBILE HOME		
Levy	\$1,603.38	22
ROLLCODE: PERSONAL		
Levy	\$1,815,110.23	1,356
ROLLCODE: REAL		

2025 TAX ROLL SUMMARY

05 - PROSPER TOWN

Levy	\$58,231,170.63	17,020
TOTAL LEVY	\$60,047,884.24	
LEVY LOST DUE TO FROZEN	\$1,255,335.99	
OTHER LOST LEVY	\$0.00	
TOTAL LOST LEVY	\$1,255,335.99	

Calculation Analysis

	Calc Levy	- Tax Amount	= Diff.	Market Value	Exemption	Taxable Value
Frozen	5,314,305.09	4,058,969.10	1,255,335.99	1,503,273,725	450,936,119	1,052,337,606
DV100 (Excl. Frozen)	3,759.66	3,759.66	0.00	201,722,665	188,681,154	13,041,511
Prorated (Excl. Frozen)	0.00	0.00	0.00	0	0	0
Other	55,985,155.48	55,985,155.48	0.00	15,858,977,266	4,785,105,202	11,073,872,064
Total	61,303,220.23	60,047,884.24	1,255,335.99	17,563,973,656	5,424,722,475	12,139,251,181
DV100 (Incl. Frozen)	1,347.55	1,347.55	0.00	37,445,645	34,418,236	3,027,409
Prorated (Incl. Frozen)	0.00	0.00	0.00	0	0	0



ADMINISTRATION

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Ordinance Creating TIRZ No. 3

Town Council Meeting – December 9, 2025

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

Agenda Item:

Consider and act upon an Ordinance creating 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 \$40,200,000 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.

Notice for the required public hearing for the proposed TIRZ was published at least seven days before the public hearing was held on November 25, 2025. No residents provided comments during the public hearing, and no comments were received by staff.

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. Ordinance
2. Preliminary Project Plan

Town Staff Recommendation:

Town Staff recommend the Town Council approve an Ordinance creating 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.

Proposed Motion:

I move to approve/deny an Ordinance creating 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.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2025-62

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE TOWN AS REINVESTMENT ZONE NUMBER THREE, TOWN OF PROSPER, TEXAS, PURSUANT TO THE TAX INCREMENT FINANCING ACT, CHAPTER 311, TEXAS TAX CODE, AS AMENDED; ESTABLISHING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING THE TAX INCREMENT BASE FOR THE ZONE; PROVIDING FOR THE EFFECTIVE DATE AND TERM OF THE ZONE; CREATING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas (the "Town") is a home-rule municipality operating under the Constitution and laws of the State of Texas; and

WHEREAS, Chapter 311, Texas Tax Code, as amended (the "Act"), authorizes the governing body of a municipality to designate a contiguous geographic area located within its corporate limits or extraterritorial jurisdiction, or both, as a reinvestment zone for the purpose of promoting development or redevelopment of the area; and

WHEREAS, the Town Council has determined that the creation of a reinvestment zone for a portion of the Town and its extraterritorial jurisdiction would promote development and redevelopment in accordance with the Act; and

WHEREAS, a preliminary project and financing plan for the proposed reinvestment zone has been prepared in accordance with Section 311.003(b) of the Act; and

WHEREAS, notice of a public hearing on the creation of the proposed reinvestment zone was published in a newspaper of general circulation in the Town in accordance with Section 311.003(c) of the Act; and

WHEREAS, the Town Council conducted a public hearing on November 25, 2025, at the Prosper Town Hall, 250 W. First Street, Prosper, Texas, to receive public comment on the creation of the proposed reinvestment zone, the preliminary project and financing plan, and the potential benefits to the Town; and

WHEREAS, a map of the proposed reinvestment zone boundaries and the preliminary project and financing plan were made available for public inspection in accordance with Section 311.003(b) of the Act; and

WHEREAS, property owners within the proposed reinvestment zone were given the opportunity to protest the inclusion of their property in the zone in accordance with Section 311.003(d) of the Act; and

WHEREAS, the Town Council finds that the proposed reinvestment zone meets the criteria for creation set forth in Section 311.005(a)(2) of the Act in that it is a predominantly open or undeveloped area and the obsolete platting, deterioration of structures or site improvements, or other factors substantially impair or arrest the sound growth of the municipality; and

WHEREAS, the Town Council finds that the total appraised value of taxable real property in the proposed reinvestment zone and in existing reinvestment zones does not exceed fifty percent (50%) of the total appraised value of taxable real property in the Town and its extraterritorial jurisdiction, as required by Section 311.006(a)(2)(B) of the Act; and

WHEREAS, the Town Council finds that less than thirty percent (30%) of the property in the proposed reinvestment zone is residential property, as required by Section 311.006(a)(1) of the Act; and

WHEREAS, the Town Council finds that the improvements in the zone will significantly enhance the value of all taxable real property in the zone and will be of general benefit to the Town; and

WHEREAS, the Town Council desires to designate the area described herein as a reinvestment zone pursuant to Chapter 311, Texas Tax Code.

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

SECTION 1

Findings Incorporated. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact and as part of the operative provisions hereof.

SECTION 2

Creation of Reinvestment Zone. Pursuant to Chapter 311, Texas Tax Code, there is hereby created a reinvestment zone over the area described in Section 3 below. The zone shall be known as "Reinvestment Zone Number Three, Town of Prosper, Texas" ("TIRZ No. 3" or the "Zone").

SECTION 3

Zone Boundaries. The boundaries of the Zone are described by the parcel identification list attached hereto as Exhibit C and depicted on the map attached hereto as Exhibit A, both of which are incorporated herein by reference for all purposes.

SECTION 4

Zone Eligibility Findings. The Town Council hereby makes the following findings with respect to the Zone:

- (a) The Zone meets the criteria for creation set forth in Section 311.005(a)(2) of the Act in that it is a predominantly open or undeveloped area and the obsolete platting, deterioration of structures or site improvements, or other factors substantially impair or arrest the sound growth of the municipality.
- (b) Development and redevelopment of the Zone would not occur solely through private investment in the reasonably foreseeable future without the designation of the Zone.
- (c) The improvements in the Zone will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the Town.
- (d) Less than thirty percent (30%) of the property in the Zone is residential property as defined by Section 311.006(a)(1) of the Act.
- (e) The total appraised value of taxable real property in the Zone and in existing reinvestment zones does not exceed fifty percent (50%) of the total appraised value of taxable real property in the Town and its extraterritorial jurisdiction as required by Section 311.006(a)(2)(B) of the Act.

(f) No persons will be displaced as a result of implementing the project plan for the Zone; therefore, no method of relocating displaced persons is required pursuant to Section 311.011(b)(4) of the Act.

SECTION 5

Tax Increment Base. The tax increment base for the Zone is hereby established as Two Hundred Fifty-Eight Million Nine Hundred Forty-Six Thousand Five Hundred Thirty-Eight Dollars (\$258,946,538), which is the total appraised value of all taxable real property in the Zone as of January 1, 2024, as certified by the Collin Central Appraisal District and Denton Central Appraisal District.

SECTION 6

Effective Date and Term of Zone. The Zone shall take effect immediately upon passage of this Ordinance and shall terminate on December 31, 2045, unless extended or terminated earlier by action of the Town Council in accordance with the Act. The Zone shall be in existence for a period not to exceed twenty (20) years from its effective date.

SECTION 7

Tax Increment Fund. There is hereby created a tax increment fund for the Zone, which shall be known as the “Tax Increment Fund – Reinvestment Zone Number Three, Town of Prosper, Texas” (the “Fund”). All tax increments, revenue from the sale of tax increment bonds or notes, revenue from the sale of property acquired as part of the tax increment financing plan, and other revenues to be dedicated to the Zone shall be deposited in the Fund. The Fund shall be maintained in accordance with Section 311.014 of the Act.

SECTION 8

Town’s Tax Increment Participation. The Town shall participate in the Zone by contributing fifty percent (50%) of the tax increment produced by the Town’s maintenance and operations tax rate on property within the Zone to the Fund. The Town shall retain one hundred percent (100%) of the tax increment produced by the Town’s interest and sinking (debt service) tax rate. The Town’s participation in the Zone is subject to annual appropriation by the Town Council.

SECTION 9

Board of Directors. A Board of Directors (the “Board”) is hereby created for the Zone. The Board shall consist of seven (7) members as follows: the Mayor of the Town, who shall serve as Chairman of the Board, and the six (6) members of the Town Council, each serving by virtue of their elected office. Members shall serve on the Board for the duration of their respective terms on the Town Council, and their successors in office shall automatically become members of the Board. The Board shall make recommendations to the Town Council concerning the administration, operation, and financing of the Zone. Other taxing units that levy taxes on property within the Zone may appoint additional members to the Board in accordance with Section 311.009(a) of the Act.

SECTION 10

Project and Financing Plans. The Board shall prepare and submit to the Town Council for approval a project plan and a reinvestment zone financing plan for the Zone in accordance with Section 311.011 of the Act. The preliminary project and financing plan attached hereto as Exhibit B is hereby adopted as the basis for the final project and financing plans to be prepared by the Board. No expenditure of Zone funds shall be made and no costs shall be

reimbursed from Zone funds until the Town Council has approved the final project and financing plans.

SECTION 11

Participation by Other Taxing Units. Other taxing units that levy taxes on property within the Zone are hereby invited to participate in the Zone by dedicating all or a portion of their tax increment to the Fund in accordance with Section 311.013(f) of the Act. The Town Manager or designee is authorized to negotiate participation agreements with other taxing units on behalf of the Town, subject to approval by the Town Council.

SECTION 12

Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

SECTION 13

Open Meetings. It is hereby found and determined that the meeting at which this Ordinance was considered was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

SECTION 14

Effective Date. This Ordinance shall take effect immediately upon its passage as provided by Section 311.004(a)(3) of the Act.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 9TH DAY OF DECEMBER, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM:

Terrence S. Welch, Town Attorney

EXHIBIT A
ZONE BOUNDARY MAP

The following map depicts the boundaries of Reinvestment Zone Number Three, Town of Prosper, Texas. The Zone boundary map is the same map included in the Preliminary Project and Financing Plan for TIRZ No. 3.

Total Zone Area: Approximately 1,356.20 acres

The Zone boundary map is on file with the Town Secretary at Prosper Town Hall, 250 W. First Street, Prosper, Texas, and is incorporated by reference from the Preliminary Project and Financing Plan.

Map References: The Zone is generally bounded by:

North: Frontier Avenue and the Collin County line

South: US Highway 380

East: N Preston Road corridor

West: N Dallas Parkway corridor

Major roadways within or adjacent to the Zone include E. 1st Street, W. Prosper Trail, E. Prosper Trail, and the Town corporate limits.

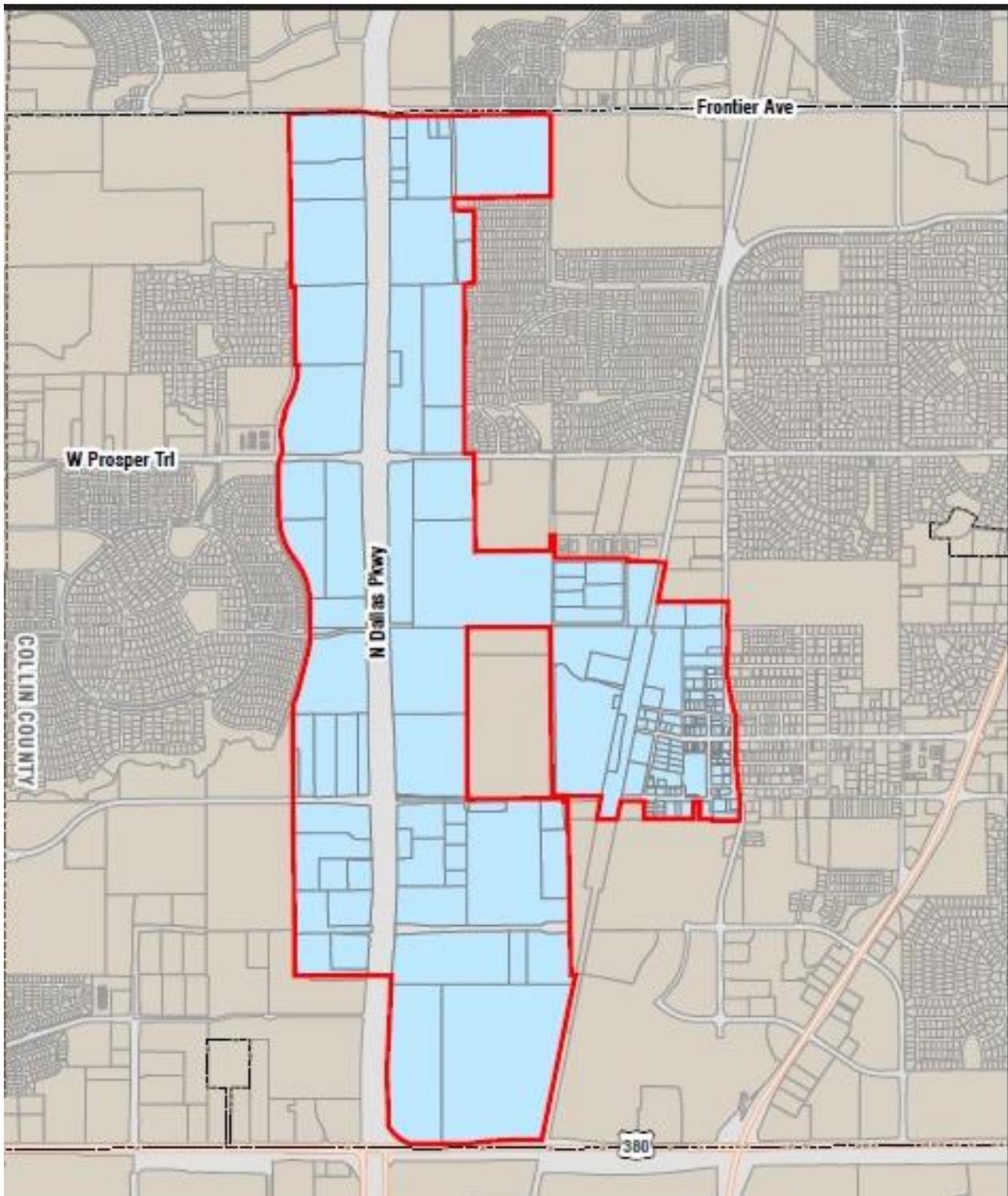


EXHIBIT B**PRELIMINARY PROJECT AND FINANCING PLAN**

The following summarizes the key elements of the Preliminary Project and Financing Plan for Reinvestment Zone Number Three, Town of Prosper, Texas. The complete Preliminary Project and Financing Plan is on file with the Town Secretary at Prosper Town Hall, 250 W. First Street, Prosper, Texas.

Zone Name	Reinvestment Zone Number Three, Town of Prosper, Texas
Tax Increment Base Value (2024)	\$258,946,538
Zone Term	20 Years (through December 31, 2045)
Town Participation Rate	50% of M&O Tax Increment; 0% of I&S
Estimated Project Costs	\$215,800,000
Primary Project Categories	Streets/Roads, Parks/Recreation, Public Facilities, Utilities, Drainage, Public Safety

EXHIBIT C**ZONE BOUNDARY DESCRIPTION / PARCEL LIST**

The following parcels comprise Reinvestment Zone Number Three, Town of Prosper, Texas:

Total Zone Area	1,356.20 acres
Total Parcels	200
Tax Increment Base Value	\$258,946,538
Appraisal District	Collin Central Appraisal District

PARCEL IDENTIFICATION LIST

PROP_ID	GEO_ID
960552	R-0972-001-0010-1
960561	R-0972-001-0050-1
960570	R-0972-001-0070-1
960589	R-0972-001-0080-1
960598	R-0972-001-0100-1
960605	R-0972-001-0120-1
960632	R-0972-001-0150-1
960669	R-0972-001-018A-1
960678	R-0972-001-018B-1
960687	R-0972-001-0210-1
960696	R-0972-001-0230-1
960703	R-0972-002-0010-1
960721	R-0972-002-0030-1
960730	R-0972-002-006A-1
960749	R-0972-002-006B-1
960767	R-0972-002-0140-1
960776	R-0972-002-0170-1
960785	R-0972-002-0180-1
960794	R-0972-002-0220-1
960801	R-0972-003-0010-1
960829	R-0972-003-0030-1
960838	R-0972-003-0050-1
960847	R-0972-003-0060-1
960856	R-0972-003-0070-1
960927	R-0972-004-0010-1
960936	R-0972-004-0020-1
960945	R-0972-004-0040-1
960954	R-0972-004-0060-1
960963	R-0972-004-0001-1
961007	R-0972-004-014B-1
961025	R-0972-004-0190-1
961034	R-0972-004-0200-1
961043	R-0972-004-0210-1
961114	R-0972-006-0180-1
961150	R-0972-008-0010-1
961178	R-0972-008-0030-1
961187	R-0972-008-0050-1
967564	R-6147-004-0070-1

PROP_ID	GEO_ID
967573	R-6147-004-0080-1
967591	R-6147-004-0100-1
967644	R-6147-005-0140-1
967662	R-6147-005-0160-1
967699	R-6147-004-0190-1
968368	R-6147-007-0470-1
968581	R-6147-007-0690-1
968787	R-6147-007-0890-1
968858	R-6147-007-0960-1
968867	R-6147-007-0970-1
968876	R-6147-007-0980-1
968885	R-6147-007-0990-1
968894	R-6147-007-1000-1
968901	R-6147-007-1010-1
968910	R-6147-007-1020-1
968929	R-6147-007-1030-1
968983	R-6147-007-1080-1
968992	R-6147-007-1090-1
969009	R-6147-007-1100-1
969018	R-6147-007-1110-1
969027	R-6147-007-1120-1
969036	R-6147-007-1130-1
969045	R-6147-007-1140-1
969296	R-6147-007-1390-1
969376	R-6147-007-1470-1
969385	R-6147-007-1480-1
972594	R-1114-026-0010-1
972601	R-1114-027-0010-1
976420	R-0976-003-003A-1
977081	R-0976-001-001A-1
977090	R-0976-001-001B-1
977125	R-0976-002-002B-1
977134	R-0976-002-002C-1
977152	R-0976-002-002E-1
977189	R-0976-002-002H-1
977198	R-0976-003-003B-1
977205	R-0976-003-003C-1
977214	R-0976-003-003D-1
977232	R-0976-004-004B-1
977241	R-0976-004-004C-1
977269	R-0976-005-0010-1
983751	R-6147-001-0390-1
984082	R-6147-003-1710-1
984126	R-6147-001-0460-1
984135	R-6147-001-0470-1
999138	R-0976-004-004A-1
1368111	R-1114-028-0010-1
1368148	R-1114-029-0010-1
1516381	R-6147-007-1510-1
1516407	R-6147-007-1520-1
1516452	R-6147-007-1570-1
1516461	R-6147-007-1580-1
1516470	R-6147-007-1590-1
1516489	R-6147-007-1600-1
1516498	R-6147-007-1610-1

PROP_ID	GEO_ID
1526959	R-6147-007-1620-1
1529108	R-6147-007-1640-1
1622408	R-6147-002-0640-1
1633584	R-6147-005-0310-1
1876027	R-2050-001-00A0-1
1876036	R-2050-001-00B0-1
1876045	R-2050-001-00C0-1
1876054	R-2050-001-00D0-1
1905095	R-0976-003-003E-1
1905102	R-0976-003-003F-1
1970714	R-6147-002-0680-1
1995999	R-0976-001-001C-1
2012815	R-2983-000-0010-1
2012816	R-2983-000-0020-1
2012817	R-2983-000-0030-1
2012818	R-2983-000-0040-1
2012819	R-2983-000-0050-1
2012820	R-2983-000-0060-1
2012821	R-2983-000-0070-1
2012822	R-2983-000-0080-1
2012824	R-2983-000-0100-1
2018118	R-6147-001-0630-1
2029138	R-0972-001-0190-1
2031564	
2031565	R-0976-001-001E-1
2046675	R-0976-001-001F-1
2071404	R-6147-004-0330-1
2075365	R-6147-004-0340-1
2558608	R-6147-004-0300-1
2558610	R-6147-004-0360-1
2562827	R-6147-001-0350-1
2562831	R-6147-004-0200-1
2562833	R-6147-005-0110-1
2563374	R-6147-004-0320-1
2571152	R-6147-004-0060-1
2575645	R-6147-001-0410-1
2584594	R-6147-001-0400-1
2613055	R-6147-003-1700-1
2613199	R-6147-001-0370-1
2613790	R-6147-005-1740-1
2619056	R-6147-005-1790-1
2619063	R-9270-00A-0020-1
2625341	R-0972-002-013A-1
2625342	R-0972-002-013B-1
2632453	R-6147-001-0650-1
2648816	R-9685-00A-0020-1
2648818	R-9685-00A-0040-1
2656402	R-9772-00A-0010-1
2669776	R-6147-005-1800-1
2675345	R-6147-005-0170-1
2678369	R-6147-005-1750-1
2680328	R-9270-00A-001R-1
2680329	R-9270-00A-0030-1
2685334	R-6147-005-0129-1
2692598	R-0972-006-0002-1

PROP_ID	GEO_ID
2696052	R-10430-00X-0020-1
2705161	R-6147-007-2000-1
2714222	R-2050-002-001R-1
2726548	R-10872-00X-0060-1
2734310	R-2983-00A-0090-1
2740794	R-2050-002-0020-1
2740865	R-0976-002-001R-1
2740866	R-0976-002-002R-1
2740868	R-0976-002-003R-1
2749342	R-0972-003-012A-1
2749343	R-0972-003-012B-1
2761775	R-1114-027-001G-1
2764962	R-6147-003-1810-1
2764963	R-6147-004-0520-1
2764999	R-9449-00A-002R-1
2765001	R-9449-00A-001R-1
2783470	R-11607-00A-0010-1
2784160	R-6147-007-0950-1
2794292	R-6147-007-2050-1
2796649	R-6147-001-0740-1
2809722	R-11638-00A-001R-1
2815460	R-6147-007-2070-1
2817082	R-11366-00B-0010-1
2828237	R-11366-00B-0080-1
2828238	R-11366-00B-0090-1
2837319	R-12381-00A-0010-1
2837320	R-12381-00A-0020-1
2846514	R-11366-00B-0030-1
2851656	R-0972-004-0070-1
2856947	R-12655-003-001A-1
2856968	R-12671-00A-0010-1
2862448	R-12714-00A-0010-1
2862460	R-12714-00A-0020-1
2862461	R-12714-00A-0030-1
2864862	R-11366-00B-0040-1
2864863	R-11366-00B-0050-1
2880384	R-11638-00A-002R-1
2895416	R-6147-005-1870-1
2895417	R-6147-005-1890-1
2896153	R-11366-00A-008R-1
2898661	R-6147-003-1840-1
2899364	R-13168-003-002A-1
2930289	R-11638-00A-03R1-1
2930290	R-11638-00A-03R2-1
2930328	R-6147-005-0150-1
2941878	R-6147-005-1900-1
2943988	R-12714-00A-0040-1
2943992	R-12714-00A-005Z-1
2943998	R-12714-00A-0060-1
2944000	R-12714-00A-0070-1
2944095	R-6147-007-2120-1
2950985	R-6147-001-0820-1



**TOWN OF PROSPER, TEXAS
TAX INCREMENT REINVESTMENT ZONE NO. 3
PRELIMINARY PROJECT AND FINANCE PLAN**

Prepared in Compliance with
Chapter 311 of the Texas Tax Code by:



November 2025

TABLE OF CONTENTS

- I. EXECUTIVE SUMMARY 3**
 - Zone Overview 3
 - 20-Year Taxable Value Potential 3
 - Financial Summary 4
- II. ZONE DESCRIPTION 5**
 - Geographic Location and Boundaries 5
 - Base Year Taxable Value 5
 - Existing Conditions 5
- III. PUBLIC PURPOSE FINDINGS 6**
 - Statutory Criteria 6
 - Public Benefits 6
- IV. PROJECT PLAN 7**
 - Project Categories 7
 - Detailed Project List 7
- V. FINANCING PLAN 9**
 - Tax Increment Financing Structure 9
 - Town Participation Rate 9
 - Funding Sources 9
- VI. FEASIBILITY STUDY 10**
 - Growth Assumptions 10
 - Revenue Projections 11
 - Feasibility Conclusions 12
- VII. STATUTORY COMPLIANCE 13**
 - Chapter 311.006 Aggregate Value Limitation 13
 - Residential Property Limitation 13
- VIII. COORDINATION WITH TAXING UNITS 14**
- IX. IMPLEMENTATION AND ADMINISTRATION 15**
 - TIRZ Board of Directors 15
 - Administrative Procedures 15
- X. APPENDICES 16**
 - Appendix A: Zone Boundary Map 16
 - Appendix B: Detailed Project Costs 17
 - Appendix C: Parcel Identification 18

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 Preliminary Project and Finance Plan, including the required Feasibility Study, demonstrates that the proposed zone meets all statutory requirements and represents a sound approach to financing critical public infrastructure improvements.

Zone Overview

Zone Designation: Tax Increment Reinvestment Zone No. 3

Total Zone Area: 1,356.20 acres

County Location: Collin County, Texas

Base Year Taxable Value: \$258,946,538

TIRZ Duration: 20 years (2025-2044)

Town Participation Rate: 50% of M&O Rate = 16.1027 cents per \$100

Total Project Investment: \$193,100,000

Financing Method: Pay-As-You-Go Tax Increment and Developer Reimbursement

20-Year Taxable Value Potential

The following table summarizes projected taxable values within TIRZ #3 under three growth scenarios:

Scenario	Year 5	Year 10	Year 15	Year 20	Year 20 (w/ Appr.)
Conservative	\$4.177B	\$11.934B	\$14.470B	\$14.918B	\$20.048B
Base Case	\$5.867B	\$16.762B	\$20.324B	\$20.953B	\$28.158B
Aggressive	\$7.687B	\$21.964B	\$26.631B	\$27.455B	\$36.897B

Note: Year 20 (w/ Appreciation) includes 2% annual property value appreciation.

Financial Summary

The TIRZ #3 financing structure ensures the Town maintains fiscal stability while facilitating necessary infrastructure development:

Town M&O Tax Rate: 32.2054 cents per \$100 valuation

TIRZ Contribution (50% of M&O): 16.1027 cents per \$100 valuation

Town Retention: 16.1027 cents (50% M&O) + 100% Debt Service

Base Value Tax Revenue: 100% retained by Town

Under this structure, tax increment revenues are generated only on the growth in property values above the base year value of \$258,946,538. The Town retains all tax revenue on the base value in perpetuity.

II. ZONE DESCRIPTION

Geographic Location and Boundaries

TIRZ #3 encompasses 1,356.20 acres within the corporate limits of the Town of Prosper, located entirely within Collin County, Texas. The zone is strategically positioned along key transportation corridors to capture anticipated growth and development.

The zone boundaries are generally described as follows: bounded by Frontier Parkway to the north, US Highway 380 to the south, with primary corridors along North Dallas Parkway and a portion of downtown commercial district. The complete legal description and boundary map are provided in Appendix A and Appendix C.

Base Year Taxable Value

The certified base year taxable value for TIRZ #3 is \$258,946,538, established as of January 1, 2025. This value represents the aggregate taxable value of all real property within the zone boundaries as certified by the Collin Central Appraisal District. The zone contains approximately 200 parcels with a mix of developed and undeveloped land.

Existing Conditions

The zone currently contains a mix of agricultural land, undeveloped tracts, and some existing residential and commercial development. Significant growth is anticipated based on approved development agreements, pending plat applications, and regional development trends. The infrastructure improvements outlined in this Plan are essential to support this anticipated development.

III. PUBLIC PURPOSE FINDINGS

Statutory Criteria

Pursuant to Section 311.003 of the Texas Tax Code, the Town Council finds that the zone meets the following statutory criteria for designation as a reinvestment zone:

1. The zone substantially arrests or impairs the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use because of inadequate public infrastructure.
2. The zone is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the municipality.
3. The zone is in a federally assisted new community or in an area immediately adjacent to such community.

Public Benefits

The establishment of TIRZ #3 will provide the following public benefits:

- Enhanced transportation infrastructure to serve growing residential and commercial areas
- Improved drainage systems to protect property and public safety
- Expanded utility capacity to support development
- New parks and recreational facilities for residents
- Public facilities including a recreation center
- Economic development and job creation

IV. PROJECT PLAN

Project Categories

The following infrastructure projects are planned for TIRZ #3, with a total investment of \$193,100,000:

Project Category	Estimated Cost
Street Improvements	\$100,500,000
Parks & Downtown Improvements	\$25,600,000
Public Facilities (Recreation Center)	\$40,000,000
Public Safety Operations & Maintenance	\$2,700,000
Utilities	\$22,300,000
Drainage Improvements	\$2,000,000
TOTAL PROJECT INVESTMENT	\$193,100,000

Detailed Project List

Street Improvements (\$100,500,000)

- DNT Parallel Collector (First to US 380): \$15,000,000
- DNT Parallel Collector (Frontier to Prosper Trail): \$15,000,000
- Fifth Street Quiet Zone: \$500,000
- Shawnee Trail Connections: \$20,000,000
- Developer Reimbursement Programs: \$50,000,000

Parks & Downtown Improvements (\$25,600,000)

- Parking Improvements: \$21,000,000
- Monumentation: \$1,600,000
- Landscape/Streetscape Improvements: \$3,000,000

Public Facilities (\$40,000,000)

- Recreation Center: \$40,000,000

Public Safety Operations & Maintenance (\$2,700,000)

- Fire/EMS Equipment and Facilities: \$1,500,000
- Police Equipment and Technology: \$1,200,000

Utilities (\$22,300,000)

- Water System Improvements: \$11,000,000
- Wastewater System Improvements: \$11,300,000

Drainage Improvements (\$2,000,000)

- Regional Detention Facilities: \$1,200,000
- Channel Improvements: \$800,000

V. FINANCING PLAN

Tax Increment Financing Structure

TIRZ #3 will utilize a pay-as-you-go financing approach, meaning infrastructure costs will be reimbursed to developers and the Town as tax increment revenues are collected. This approach eliminates debt service costs and ensures the Town's financial exposure is limited to actual revenues received.

Town Participation Rate

The Town of Prosper will contribute 50% of its Maintenance and Operations (M&O) tax rate to the TIRZ, calculated as follows:

Total Town Tax Rate: 50.5027 cents per \$100 valuation

M&O Component: 32.2054 cents per \$100 valuation

Debt Service Component: 18.2973 cents per \$100 valuation

TIRZ Contribution (50% of M&O): 16.1027 cents per \$100 valuation

Town Retention: 34.3973 cents per \$100 (50% M&O + 100% Debt Service)

Tax increment is calculated only on the growth in taxable value above the base year value of \$258,946,538. The Town retains 100% of all tax revenue on the base value.

Funding Sources

Given the \$193.1 million project plan exceeds projected TIRZ revenues, the following supplemental funding sources are anticipated:

- **Developer Reimbursement Agreements:** Private developers will fund infrastructure upfront and receive reimbursement from TIRZ revenues as collected.
- **Public Improvement Districts (PIDs):** Special assessments on benefiting properties.
- **Town General Funds:** Strategic investments from Town operating and capital budgets.
- **Grants:** Federal and state infrastructure grants.
- **Utility Funds:** Water and wastewater improvements funded through enterprise funds.

VI. FEASIBILITY STUDY

This Feasibility Study analyzes the financial viability of TIRZ #3 in accordance with Section 311.011 of the Texas Tax Code. The study evaluates projected tax increment revenues under multiple growth scenarios and assesses the zone's capacity to support the proposed infrastructure improvements.

Growth Assumptions

Three growth scenarios have been modeled to evaluate the range of potential outcomes for TIRZ #3:

Conservative Scenario (3% Annual Growth)

Assumes slower than historical development patterns, reflecting potential economic headwinds or reduced development activity within the zone. This scenario represents a cautious outlook.

Base Case Scenario (5% Annual Growth)

Assumes growth consistent with historical development trends in the Town of Prosper and surrounding areas. This represents the most likely outcome based on current market conditions and approved development agreements.

Aggressive Scenario (7% Annual Growth)

Assumes accelerated development activity and strong market demand. This scenario represents optimistic conditions with significant new construction and commercial investment.

Revenue Projections

Based on the growth assumptions and financing structure described above, the following table presents projected cumulative tax increment revenues over the 20-year TIRZ term:

Conservative Cumulative Revenue Summary (Base Growth)

Scenario	10-Year Cumulative	15-Year Cumulative	20-Year Cumulative
Conservative (3%)	\$4.8M	\$8.2M	\$12.5M
Base Case (5%)	\$8.7M	\$15.4M	\$24.3M
Aggressive (7%)	\$13.4M	\$24.6M	\$40.2M

Key Assumptions:

- Base Year Taxable Value: \$258,946,538
- TIRZ Rate: 16.1027 cents per \$100 (50% of Town M&O rate)
- Duration: 20 years (2025-2044)
- Tax increment calculated only on growth above base value

Cumulative Revenue Summary (Developable Value Potential)

Scenario	Year 5	Year 10	Year 15	Year 20	Year 20 (w/ Appr.)
Conservative	\$4.177B	\$11.934B	\$14.470B	\$14.918B	\$20.048B
Base Case	\$5.867B	\$16.762B	\$20.324B	\$20.953B	\$28.158B
Aggressive	\$7.687B	\$21.964B	\$26.631B	\$27.455B	\$36.897B

Feasibility Conclusions

Based on the analysis presented in this Feasibility Study, TIRZ #3 is determined to be financially viable under the following conclusions:

1. **Revenue Generation:** The zone will generate meaningful tax increment revenues under conservative cumulative revenue projections of base growth and under Developable Value Potential. The conservative Developable Value Potential would yield approximately \$154 million in project revenues.
2. **Risk Management:** The pay-as-you-go financing approach appropriately manages risk by limiting Town exposure to actual revenues received. No debt will be issued against projected TIRZ revenues.
3. **Supplemental Funding:** TIRZ revenues will contribute to, but not fully fund, the \$193.1 million project plan, depending on growth within the zone. Developer reimbursement agreements, PIDs, and other funding sources will provide necessary supplemental financing.
4. **Economic Impact:** Infrastructure improvements funded through TIRZ #3 will facilitate significant private development, creating jobs and expanding the Town's tax base.
5. **Statutory Compliance:** The zone complies with all requirements under Chapter 311 of the Texas Tax Code.

Recommendation: Based on this analysis, the establishment of TIRZ #3 is recommended as a sound and feasible approach to financing critical public infrastructure.

VII. STATUTORY COMPLIANCE

Chapter 311.006 Aggregate Value Limitation

Texas Tax Code Section 311.006 limits the aggregate taxable value of all reinvestment zones within a municipality to no more than 50% of the total taxable value of all property in the municipality. The following analysis demonstrates compliance:

Town of Prosper Total Taxable Value: \$10,806,491,907

50% Statutory Cap: \$5,403,245,954

TIRZ #1 Current Taxable Value: \$363,683,843

TIRZ #2 Current Taxable Value: \$363,683,843

TIRZ #3 Base Value (Proposed): \$258,946,538

Aggregate TIRZ Value: \$986,314,224

Percentage of Total: 9.13%

COMPLIANCE FINDING: The aggregate value of all TIRZs (9.13%) is well below the 50% statutory maximum. TIRZ #3 complies with Section 311.006.

Residential Property Limitation

Section 311.006 also limits the total value of property that is residential property, or that is in a reinvestment zone and subject to a tax abatement agreement, to no more than 15% of the total appraised value of taxable real property in the municipality.

Based on current property classifications within the proposed zone and existing TIRZs, the Town certifies compliance with this limitation. Detailed calculations are available upon request.

VIII. COORDINATION WITH TAXING UNITS

Pursuant to Section 311.013 of the Texas Tax Code, the Town of Prosper will notify all overlapping taxing units of the proposed TIRZ #3 and provide an opportunity for participation.

The following taxing units have jurisdiction within the proposed zone:

- Town of Prosper
- Collin County
- Collin County Community College District
- Prosper Independent School District

The Town will invite each taxing unit to participate in TIRZ #3 by dedicating a portion of their tax increment to the zone. Participation is voluntary, and each taxing unit may determine its level of contribution.

If other taxing units elect to participate, their contributions will be documented through interlocal agreements that specify the participation rate, duration, and administrative procedures.

The Town of Prosper will serve as the lead agency for TIRZ #3 administration and will coordinate with participating taxing units on an ongoing basis regarding project implementation and financial reporting.

IX. IMPLEMENTATION AND ADMINISTRATION

TIRZ Board of Directors

A Board of Directors will be appointed to oversee TIRZ #3 operations in accordance with Section 311.009 of the Texas Tax Code. The Board will consist of members appointed by the Town Council and participating taxing units, if applicable.

Board responsibilities include:

- Reviewing and recommending project priorities
- Overseeing preparation of the annual report
- Recommending amendments to the Project and Finance Plan
- Advising the Town Council on zone operations

Administrative Procedures

Annual Report: The Town will prepare an annual report on the status of TIRZ #3, including financial statements, project progress, and zone valuation, in accordance with Section 311.016.

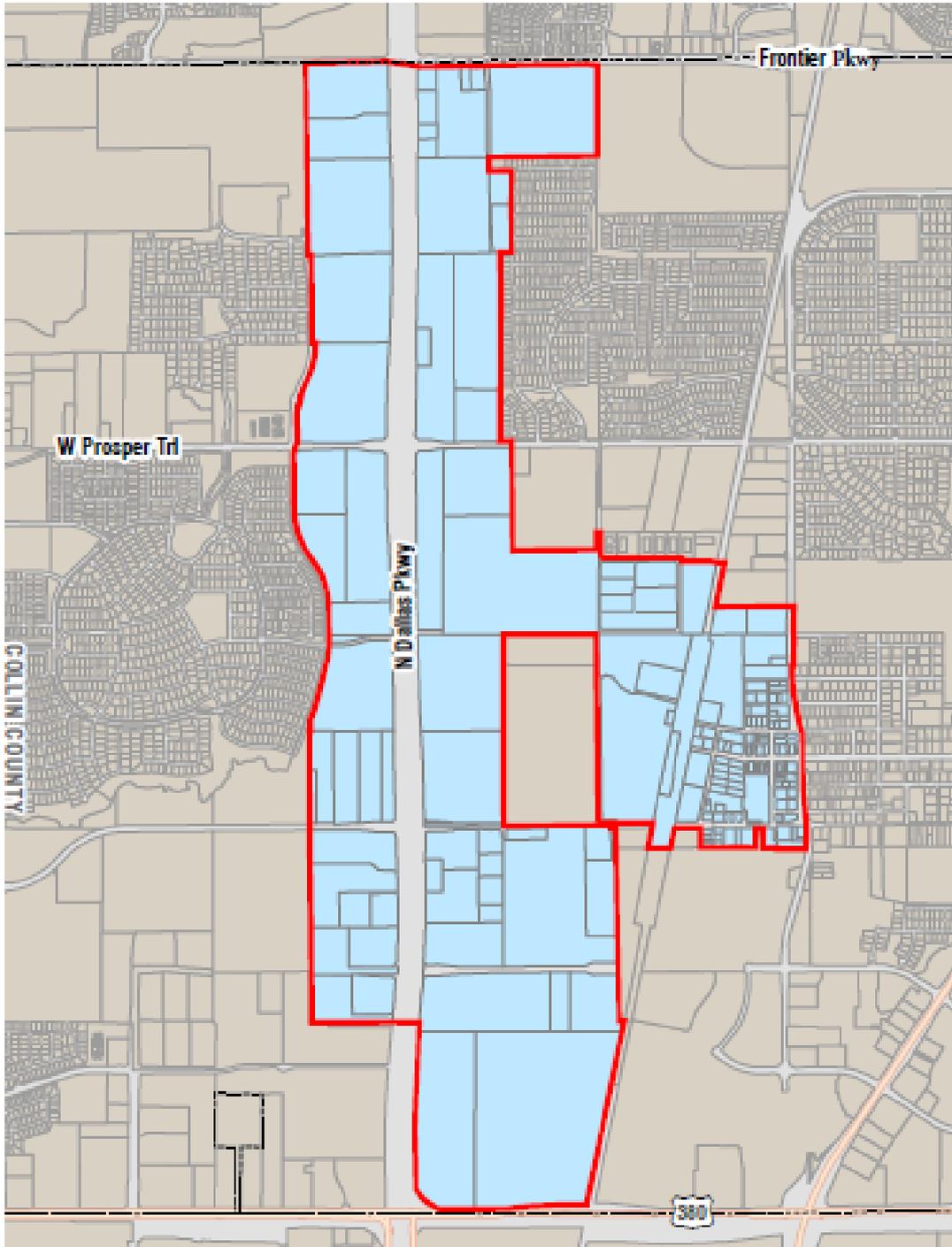
Project Implementation: Infrastructure projects will be implemented through the Town's standard procurement and construction processes. Developer-funded projects will be subject to reimbursement agreements approved by the Town Council.

Financial Management: TIRZ revenues will be deposited into a dedicated Tax Increment Fund and used exclusively for eligible project costs and administrative expenses.

Plan Amendments: This Project and Finance Plan may be amended by the Town Council following public hearing and notification requirements specified in Chapter 311.

X. APPENDICES

Appendix A: Zone Boundary Map



Appendix B: Detailed Project Costs

Project	Estimated Cost
STREET IMPROVEMENTS	\$100,500,000
DNT Parallel Collector (First to US 380)	\$15,000,000
DNT Parallel Collector (Frontier to Prosper Trail)	\$15,000,000
Fifth Street Quiet Zone	\$5,000,000
Shawnee Trail Connections	\$20,000,000
Developer Reimbursement Programs	\$50,000,000
PARKS & DOWNTOWN	\$25,600,000
Parking Improvements	\$21,000,000
Monumentation	\$1,600,000
Landscape/Streetscape Improvements	\$3,000,000
PUBLIC FACILITIES	\$40,000,000
Recreation Center	\$40,000,000
PUBLIC SAFETY OPS & MAINTENANCE	\$2,700,000
Fire/EMS Equipment and Facilities	\$1,500,000
Police Equipment and Technology	\$1,200,000
UTILITIES	\$22,300,000
Water System Improvements	\$11,000,000
Wastewater System Improvements	\$11,300,000
DRAINAGE IMPROVEMENTS	\$2,000,000
Regional Detention Facilities	\$1,200,000
Channel Improvements	\$800,000
GRAND TOTAL	\$193,100,000

Appendix C: Parcel Identification

TOWN OF PROSPER TIRZ #3 PARCEL IDENTIFICATION LIST NOVEMBER 2025

PROP_ID	GEO_ID
960552	R-0972-001-0010-1
960561	R-0972-001-0050-1
960570	R-0972-001-0070-1
960589	R-0972-001-0080-1
960598	R-0972-001-0100-1
960605	R-0972-001-0120-1
960632	R-0972-001-0150-1
960669	R-0972-001-018A-1
960678	R-0972-001-018B-1
960687	R-0972-001-0210-1
960696	R-0972-001-0230-1
960703	R-0972-002-0010-1
960721	R-0972-002-0030-1
960730	R-0972-002-006A-1
960749	R-0972-002-006B-1
960767	R-0972-002-0140-1
960776	R-0972-002-0170-1
960785	R-0972-002-0180-1
960794	R-0972-002-0220-1
960801	R-0972-003-0010-1
960829	R-0972-003-0030-1
960838	R-0972-003-0050-1
960847	R-0972-003-0060-1
960856	R-0972-003-0070-1
960927	R-0972-004-0010-1
960936	R-0972-004-0020-1
960945	R-0972-004-0040-1
960954	R-0972-004-0060-1
960963	R-0972-004-0001-1
961007	R-0972-004-014B-1
961025	R-0972-004-0190-1
961034	R-0972-004-0200-1
961043	R-0972-004-0210-1
961114	R-0972-006-0180-1
961150	R-0972-008-0010-1
961178	R-0972-008-0030-1
961187	R-0972-008-0050-1
967564	R-6147-004-0070-1
967573	R-6147-004-0080-1
967591	R-6147-004-0100-1
967644	R-6147-005-0140-1

967662	R-6147-005-0160-1
967699	R-6147-004-0190-1
968368	R-6147-007-0470-1
968581	R-6147-007-0690-1
968787	R-6147-007-0890-1
968858	R-6147-007-0960-1
968867	R-6147-007-0970-1
968876	R-6147-007-0980-1
968885	R-6147-007-0990-1
968894	R-6147-007-1000-1
968901	R-6147-007-1010-1
968910	R-6147-007-1020-1
968929	R-6147-007-1030-1
968983	R-6147-007-1080-1
968992	R-6147-007-1090-1
969009	R-6147-007-1100-1
969018	R-6147-007-1110-1
969027	R-6147-007-1120-1
969036	R-6147-007-1130-1
969045	R-6147-007-1140-1
969296	R-6147-007-1390-1
969376	R-6147-007-1470-1
969385	R-6147-007-1480-1
972594	R-1114-026-0010-1
972601	R-1114-027-0010-1
976420	R-0976-003-003A-1
977081	R-0976-001-001A-1
977090	R-0976-001-001B-1
977125	R-0976-002-002B-1
977134	R-0976-002-002C-1
977152	R-0976-002-002E-1
977189	R-0976-002-002H-1
977198	R-0976-003-003B-1
977205	R-0976-003-003C-1
977214	R-0976-003-003D-1
977232	R-0976-004-004B-1
977241	R-0976-004-004C-1
977269	R-0976-005-0010-1
983751	R-6147-001-0390-1
984082	R-6147-003-1710-1
984126	R-6147-001-0460-1
984135	R-6147-001-0470-1
999138	R-0976-004-004A-1
1368111	R-1114-028-0010-1

1368148	R-1114-029-0010-1
1516381	R-6147-007-1510-1
1516407	R-6147-007-1520-1
1516452	R-6147-007-1570-1
1516461	R-6147-007-1580-1
1516470	R-6147-007-1590-1
1516489	R-6147-007-1600-1
1516498	R-6147-007-1610-1
1526959	R-6147-007-1620-1
1529108	R-6147-007-1640-1
1622408	R-6147-002-0640-1
1633584	R-6147-005-0310-1
1876027	R-2050-001-00A0-1
1876036	R-2050-001-00B0-1
1876045	R-2050-001-00C0-1
1876054	R-2050-001-00D0-1
1905095	R-0976-003-003E-1
1905102	R-0976-003-003F-1
1970714	R-6147-002-0680-1
1995999	R-0976-001-001C-1
2012815	R-2983-000-0010-1
2012816	R-2983-000-0020-1
2012817	R-2983-000-0030-1
2012818	R-2983-000-0040-1
2012819	R-2983-000-0050-1
2012820	R-2983-000-0060-1
2012821	R-2983-000-0070-1
2012822	R-2983-000-0080-1
2012824	R-2983-000-0100-1
2018118	R-6147-001-0630-1
2029138	R-0972-001-0190-1
2031564	
2031565	R-0976-001-001E-1
2046675	R-0976-001-001F-1
2071404	R-6147-004-0330-1
2075365	R-6147-004-0340-1
2558608	R-6147-004-0300-1
2558610	R-6147-004-0360-1
2562827	R-6147-001-0350-1
2562831	R-6147-004-0200-1
2562833	R-6147-005-0110-1
2563374	R-6147-004-0320-1
2571152	R-6147-004-0060-1
2575645	R-6147-001-0410-1

2584594	R-6147-001-0400-1
2613055	R-6147-003-1700-1
2613199	R-6147-001-0370-1
2613790	R-6147-005-1740-1
2619056	R-6147-005-1790-1
2619063	R-9270-00A-0020-1
2625341	R-0972-002-013A-1
2625342	R-0972-002-013B-1
2632453	R-6147-001-0650-1
2648816	R-9685-00A-0020-1
2648818	R-9685-00A-0040-1
2656402	R-9772-00A-0010-1
2669776	R-6147-005-1800-1
2675345	R-6147-005-0170-1
2678369	R-6147-005-1750-1
2680328	R-9270-00A-001R-1
2680329	R-9270-00A-0030-1
2685334	R-6147-005-0129-1
2692598	R-0972-006-0002-1
2696052	R-10430-00X-0020-1
2705161	R-6147-007-2000-1
2714222	R-2050-002-001R-1
2726548	R-10872-00X-0060-1
2734310	R-2983-00A-0090-1
2740794	R-2050-002-0020-1
2740865	R-0976-002-001R-1
2740866	R-0976-002-002R-1
2740868	R-0976-002-003R-1
2749342	R-0972-003-012A-1
2749343	R-0972-003-012B-1
2761775	R-1114-027-001G-1
2764962	R-6147-003-1810-1
2764963	R-6147-004-0520-1
2764999	R-9449-00A-002R-1
2765001	R-9449-00A-001R-1
2783470	R-11607-00A-0010-1
2784160	R-6147-007-0950-1
2794292	R-6147-007-2050-1
2796649	R-6147-001-0740-1
2809722	R-11638-00A-001R-1
2815460	R-6147-007-2070-1
2817082	R-11366-00B-0010-1
2828237	R-11366-00B-0080-1
2828238	R-11366-00B-0090-1

2837319	R-12381-00A-0010-1
2837320	R-12381-00A-0020-1
2846514	R-11366-00B-0030-1
2851656	R-0972-004-0070-1
2856947	R-12655-003-001A-1
2856968	R-12671-00A-0010-1
2862448	R-12714-00A-0010-1
2862460	R-12714-00A-0020-1
2862461	R-12714-00A-0030-1
2864862	R-11366-00B-0040-1
2864863	R-11366-00B-0050-1
2880384	R-11638-00A-002R-1
2895416	R-6147-005-1870-1
2895417	R-6147-005-1890-1
2896153	R-11366-00A-008R-1
2898661	R-6147-003-1840-1
2899364	R-13168-003-002A-1
2930289	R-11638-00A-03R1-1
2930290	R-11638-00A-03R2-1
2930328	R-6147-005-0150-1
2941878	R-6147-005-1900-1
2943988	R-12714-00A-0040-1
2943992	R-12714-00A-005Z-1
2943998	R-12714-00A-0060-1
2944000	R-12714-00A-0070-1
2944095	R-6147-007-2120-1
2950985	R-6147-001-0820-1



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

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

Re: Amending Section 1.07.003 “Service and Receipt of Notice”
Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an Ordinance amending Chapter 1, Article 1.07 of the Town’s Code of Ordinances to update the address contained in Section 1.07.003, “Service and Receipt of Notice.”

Description of Agenda Item:

Due to a recent review, staff became aware of there being incorrect information within Section 1.07.003 “Service and Receipt of Notice.” This section mentions the location for anyone serving a claim to the Town Secretary to be made at 109 South Main Street, Prosper. The proposed ordinance would change the location from the listed address to 250 W. First Street, Prosper, Texas.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Review:

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

Attachments:

- 1. Ordinance

Town Staff Recommendation:

Town Staff recommend the Town Council approve an Ordinance amending Chapter 1, Article 1.07 of the Town’s Code of Ordinances to update the address contained in Section 1.07.003, “Service and Receipt of Notice.”

Proposed Motion:

I move to approve an Ordinance amending Chapter 1, Article 1.07 of the Town’s Code of Ordinances to update the address contained in Section 1.07.003, “Service and Receipt of Notice.”

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ADDRESS CONTAINED IN SECTION 1.07.003, "SERVICE AND RECEIPT OF NOTICE," IN ARTICLE 1.07, "CLAIMS AGAINST TOWN," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 1.07.003 of the Code of Ordinances of the Town of Prosper, Texas ("Town"), contains a former address for the Town and it is deemed necessary to revise the address contained in said Section; and

WHEREAS, it is the desire and intent of the Town Council and it will be advantageous and beneficial to Prosper and its inhabitants to amend Section 1.07.003 accordingly.

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

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, existing Section 1.07.003, "Service and Receipt of Notice," in Article 1.07, "Claims Against Town," of Chapter 1, "General Provisions," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"ARTICLE 1.07

CLAIMS AGAINST TOWN

* * *

Sec. 1.07.003. Service and Receipt of Notice.

All notice required by this article shall be effectuated by serving it upon the Town Secretary at the following location: Town of Prosper, 250 W. First Street, Prosper, Texas 75078, and all such notices shall be effective only when actually received in the office of the person named above."

SECTION 3

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 4

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 5

This Ordinance shall become effective from and after its passage.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 9TH DAY OF DECEMBER, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

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

Re: Microsoft Enterprise Agreement Renewal

Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving a renewal to a Microsoft Enterprise Agreement, from SHI Government Solutions, Inc., through a Texas Department of Information Resources (DIR) Purchasing Contract for \$419,721; and authorizing the Town Manager to execute all related documents for the same.

Description of Agenda Item:

On or about September 27, 2022, the Town Council approved the establishment of a Microsoft Enterprise Agreement (MSEA) with a term of three years. The current agreement expired on September 26, 2025. At the end of fiscal year 2025, staff worked with Microsoft and SHI to extend the anniversary date to October 31, 2025, so that it aligns better with the fiscal year start. Upon approval of this item, the Town will enter into another three-year MSEA term and will be billed annually based on the size of staff and infrastructure at the time of billing. The MSEA pricing is calculated annually and is not affected by mid-year staffing or infrastructure changes until the following year, when any increases are applied to the next annual payment.

Budget Impact:

The FY 2025-2026 cost of the agreement is \$139,907 and the full cost of the three-year contract is \$419,721. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

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. SHI quote
2. Microsoft Enterprise Agreement Renewal

Town Staff Recommendation:

Town Staff recommend the Town Council approve a renewal to a Microsoft Enterprise Agreement, from SHI Government Solutions, Inc., through a Texas Department of Information Resources (DIR) Purchasing Contract for \$419,721; and authorizing the Town Manager to execute all related documents for the same.

Proposed Motion:

I move to approve a renewal to a Microsoft Enterprise Agreement, from SHI Government Solutions, Inc., through a Texas Department of Information Resources (DIR) Purchasing Contract for \$419,721; and authorizing the Town Manager to execute all related documents for the same.



Pricing Proposal
Quotation #: 26739014
Reference #: EA - 80587239
Created On: 10/10/2025
Valid Until: 11/28/2025

TX-Town of Prosper

Microsoft Inside Account Manager - Public Sector

Leigh Johnson
TX
United States
Phone: 972-569-1150
Fax:
Email: LJohnson@prospertx.gov

Nathan Schlosser
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8693
Fax:
Email: nathan_schlosser@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	242	\$108.72	\$26,310.24
2 Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	19	\$139.44	\$2,649.36
3 AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	1	\$0.00	\$0.00
4 M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	6	\$370.68	\$2,224.08
5 Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	10	\$101.76	\$1,017.60
6 M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092	54	\$84.96	\$4,587.84

Contract Name: Adobe/Microsoft Software & Related Services

Contract #: DIR-CPO-5237

Coverage Term: 11/1/2025 – 10/31/2026

Note: 12 Months - Year 1 of 3

Item 7.

7	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	227	\$391.32	\$88,829.64
8	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	32	\$137.54	\$4,401.28
9	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	3	\$277.68	\$833.04
10	SQL CAL ALng SA User CAL Microsoft - Part#: 359-00961 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	60	\$37.89	\$2,273.40
11	Office Professional Plus ALng SA Microsoft - Part#: 269-05704 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	50	\$119.43	\$5,971.50
12	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	2	\$159.79	\$319.58
13	Power Automate Premium GCC Sub Per User Microsoft - Part#: 105-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 11/1/2025 – 10/31/2026 Note: 12 Months - Year 1 of 3	3	\$163.08	\$489.24

Subtotal	\$139,906.80
*Tax	\$0.00
Total	\$139,906.80

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this may be subject to change.

Item 7.

Purchasing Microsoft Azure Services

Customer may purchase Microsoft Azure Services from SHI in one or a combination of the following ways: **Azure Prepayment:** Customer will have access to its entire Azure prepayment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the “Fully Prepaid Option”). Alternatively, if Customer elects to be invoiced for its Azure prepayment on an annual basis, Customer will have access to an **Allocated Annual prepayment** each year of the Enrollment (the “Annually Prepaid Option”). Under the Fully Prepaid Option, any unused Azure prepayment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual prepayment will be forfeited on the following Enrollment anniversary date.

Using Azure prepayment: Each month, Microsoft will deduct from Customer’s Azure prepayment (or Allocated Annual prepayment, if applicable) the monetary value of Customer’s usage of eligible Microsoft Azure Services. Once Customer’s Azure prepayment (or Allocated Annual prepayment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).

Invoicing Azure prepayment: If Customer elects the Fully Prepaid Option, Azure prepayment will be invoiced immediately. If Customer elects the Annually Prepaid Option, the first Allocated Annual prepayment will be invoiced immediately, and future Allocated Annual prepayments will be invoiced on the anniversary of the Enrollment effective date.

Invoicing Azure prepayment overage: If Customer’s usage is higher than either its Azure prepayment under the Fully Prepaid Option or its Allocated Annual prepayment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer at the end of each Enrollment month.

Consumption: Customer pays based on the amount of Microsoft Azure Services consumed during a billing period.

Consumption invoicing: If Customer provisions Microsoft Azure Services without an Azure prepayment, SHI will invoice customer in the following month of usage at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer’s subscription term will be invoiced by SHI to Customer at then-current Consumption Rates monthly.

SHI will invoice eligible Microsoft Azure Services at the contracted mark-up. Please refer to the Azure Portal or Pricing Calculator for more information on availability: <https://azure.microsoft.com/en-us/pricing/calculator/>

Payment Schedule

11/1/2025 - \$139,906.80

11/1/2026 - \$139,906.80

11/1/2027 - \$139,906.80

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Agreement with URETEK USA for Street Repairs

Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to approve an agreement with URETEK USA for street repairs at various locations totaling \$96,425.

Description of Agenda Item:

Existing concrete panels at various locations throughout Windsong Ranch, Star Trail and Lakes of Prosper have sunk creating low spots where water holds. The concrete at each of these locations is still in good condition and candidates for the concrete to be lifted resulting in the removal of the low spot. The proposed agreement with URETEK is to inject polymer to stabilize and void fill each panel to level and improve the existing condition. The work is estimated to take 30 working days, weather permitting.

These services have been procured utilizing the BuyBoard cooperative purchasing contract #730-24 to ensure competitive pricing.

Budget Impact:

The annual streets budget provides funding for annual maintenance activities up to \$1,180,000.00. This proposal is \$96,425 to be charged to account 15050010-56120, Contract – Annual Street Maintenance.

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. URETEK Proposal for Services
2. Map of repair locations
3. Buyboard Contract Summary

Town Staff Recommendation:

Town Staff recommend the Town Council approve authorizing the Town Manager to approve an agreement with URETEK USA for street repairs at various locations totaling \$96,425.

Proposed Motion:

I move to approve authorizing the Town Manager to approve an agreement with URETEK USA for street repairs at various locations totaling \$96,425.

PROPOSAL FOR SERVICES

Prepared for:

Manuel Parga

Town of Prosper, TX

Town of Prosper - Birdbath Locations - 25/11

Prepared by:

Andy Malhiot

Regional Development Manager

URETEK USA, Inc.

(214) 930-0665

amalhiot@uretekusa.com

www.uretekusa.com

Proposal date:

November 11, 2025

Manuel,

URETEK USA, Inc. is pleased to present this proposal for our safe, non-intrusive, and long-lasting polymer repair solutions. URETEK pioneered and refined the polymer ground injection technology in use today. We have 30 years in the business and over 100,000 (and counting) successful projects to date.

Scope of Work:

The Town of Prosper has asked URETEK USA to evaluate 14 birdbath locations around town. For all of these location, we are expecting the overall void factor for the soils under the pavement to be roughly 20%. The CF calculation is a set amount that will be charged in full. URETEK will inject to void fill, lift where it is needed, and stabilize the panels at each location. We We are expecting to complete this project in approximately 8 working days, weather permitting.

URETEK proposes to utilize our proprietary URETEK 486 STAR® hydro-insensitive polymer to densify the sub-grade and increase bearing capacity of the base soils. URETEK will drill injection holes on 4' centers. Inject the highly expansive, high strength, lightweight, Hydro - insensitive URETEK 486 STAR polymer through ports and into the area beneath the roadway. Since this polymer is hydro-insensitive, it can be injected into wet soil conditions without compromising the integrity of the polymer. Upon completion of the injections, URETEK will drill out the top 2" of grout injection holes and fill with a non-shrink cementitious grout.

This work shall consist of soil densification to strengthen base and sub-base soils under the concrete by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths while monitoring for movement at the surface. In the locations where the roadway has settled, injection of material shall continue as needed to lift the pavement to grade, matching the panels, and improving the overall ride quality.

This problem can be addressed by utilizing the URETEK Deep Injection® (UDI) or the URETEK Method® process in conjunction with our URETEK 486 STAR® hydro-insensitive polymer.

Construction Details:

URETEK will perform the following operations:

- Pavement Profile will be taken every 10 ft. in a longitudinal direction on edges and center of work area. Profile spots will be taken before and after injections and documented for review. During the procedure for void fill and/or pavement lifting, injections will be monitored by laser level, dial indicator, and/or string line.
- For UDI, holes will be vertically drilled to a depth sufficient to penetrate below the pavement and into the subgrade. Injection tubes will be inserted to the required depth(s) determined by the DCP test results. The holes shall be sufficiently spaced to fill voids and realign the pavement.

- Production units will have mounted proportion pumps capable of maintaining proper polyurethane component material temperature, material pressure and proper mixing of component materials.
- Certified and calibrated Flow Meters will read injected material amounts of components ("A" + "B").

Proposed Cost:

URETEK 486 STAR (CF)
2,950 CF @ \$31.50/CF = \$92,925.00

Mobilization (Each)
1 Each @ \$3,500.00/Each = \$3,500.00

Total Estimate: \$96,425.00

This pricing is valid for up to 30 days from the date of this proposal.

Items not Included in Quote:

Traffic Control, Bonding/Bond Participation, Saw Cutting, Sales Tax, Joint/Crack Sealing, Milling of Existing Asphalt Wedges (if required)

BuyBoard National Purchasing Cooperative:

URETEK is able to accept purchase orders directly based on BuyBoard Contract #730-24 (<https://www.buyboard.com>).

Schedule:

Schedule will be discussed between URETEK and client after all paperwork has been approved by both sides. Operations can accommodate day or night/weekday and/or weekend work depending on the client's schedule. Traffic can be returned to the project area 15 minutes after our last injection.

Merit Shop Contractor:

URETEK USA, Inc. is a merit shop contractor and all services provided by this proposal will be on a merit shop basis. All reference to labor agreement of any kind, or alluded to, in a contract in principle or a sub-contract, are set aside and not part of this proposal.

Operating Classification:

Primary NAICS:
237310 - Highway, Street, and Bridge Construction

Secondary NAICS:
237110 - Water and Sewer Line and Related Structures Construction
237990 - Railroad Construction & Other Heavy and Civil Engineering Construction
236118 - Remodeling Construction
236210 - Industrial Building Construction

236220 - Construction (including new work, additions, alterations, maintenance, and repairs) of Commercial and Institutional Buildings and Related Structures

238190 - Other Foundation, Structure, and Building Exterior Contractors

238990 - Specialized Trade and Site Preparation

Unique Entity Identifier (UEI) #: PRF6YC157PH5

DUNS #: 556910990

CAGE code: 1T9Y9

URETEK USA, Inc. is an Equal Opportunity Employer hiring minority, disadvantaged, disabled, and veteran personnel. URETEK can also help you achieve your DBE goals.

Unless otherwise agreed to between the parties, all work to be performed pursuant to this proposal shall be subject to the URETEK Terms and Conditions (Rev. 02/25 - pub).

The following agreement (“Agreement”) sets forth the standard terms and conditions by which URETEK USA, Inc. (“URETEK”) shall perform soil stabilization services (the “Work”) for the undersigned (“Customer”).

1. URETEK Responsibilities. URETEK shall perform the Work as described in the proposal to Customer attached hereto as Exhibit “A” (the “Proposal”), and such Work shall be performed in a good and workmanlike manner consistent with the level of care and skill exercised under similar conditions by competent members of the soil stabilization industry. No changes to the scope of Work provided for in the Proposal shall be effective without being expressly agreed upon in writing between Customer and URETEK. At all times during its performance of the Work, URETEK shall carry adequate liability insurance which shall include coverage for Commercial General Liability, Automobile Liability, Commercial Umbrella and Workman’s Compensation.

2. Customer Acknowledgements. The Customer understands URETEK’s soil stabilization process involves drilling holes through existing surfaces and/or the underlying concrete, asphalt or other foundation material, installing injection tubes, and injecting URETEK synthetic resins and polyurethane materials into the soil, which expand to fill voids and attempt to realign structures and slabs. The Customer acknowledges that attempts to stabilize, lift or fill voids beneath the structure may cause new damage in an effort to correct the settlement that has occurred, including without limitation, on, under or adjacent to the Work site: (i) damage to permanent fixtures, (ii) damage to electrical or telephone cables, drains, underground air vents and/or ducts, fire sprinklers, sewer and/or water lines, and (iii) damage to plants and vegetation. CUSTOMER IS AWARE OF SUCH POTENTIAL DAMAGE AND ACKNOWLEDGES THAT URETEK IS NOT RESPONSIBLE FOR THE AFOREMENTIONED DAMAGE RESULTING FROM THE WORK, AND HEREBY WAIVES ANY AND ALL CLAIMS CUSTOMER MAY HAVE AGAINST URETEK FOR ANY SUCH DAMAGE; PROVIDED HOWEVER, URETEK SHALL REMAIN RESPONSIBLE FOR DAMAGES

ARISING FROM ITS NEGLIGENT ACTS OR OMISSIONS IN ITS PERFORMANCE OF THE WORK, SUBJECT TO THE LIMITATIONS DESCRIBED HEREIN.

3. Customer Responsibilities. Prior to commencing the Work, Customer shall make any necessary Work site preparations, including without limitation, (i) providing adequate access to all Work sites, (ii) providing necessary Work authorizations and/or permits, (iii) providing traffic control, (iv) providing as-built drawings and detail on Work site conditions including without limitation soil borings reports, pavement structure drawings, water table information and architectural drawings of structures surrounding the Work site, (v) providing access to an adequate supply of water and electricity to the Work site (at Customer's expense), (vi) marking all underground utilities prior to the start of the Work utilizing a licensed underground locating service, (vii) testing the integrity of the drainage system underlying the Work site utilizing a licensed third party testing company (including without limitation, CCTV inspection and hydrostatic pressure testing), and (viii) any other activities as reasonably requested by URETEK. CUSTOMER ACKNOWLEDGES SUCH PREPARATIONS AND ACCEPTS ALL RESPONSIBILITY FOR ANY DAMAGE OR LOSS RESULTING FROM ITS FAILURE TO PREPARE THE WORK SITE AS REASONABLY REQUESTED BY URETEK. In the event that Customer does not perform any of the aforementioned Work site preparations, URETEK shall request Customer to acknowledge same by separate written document, which Customer agrees to execute. If Customer fails to adequately prepare the Work site and as a result, a re-mobilization of URETEK machinery, material or personnel is required, URETEK may charge Customer a remobilization fee equal to the actual remobilization expenses incurred by URETEK.

4. Warranty. With respect to the actual injection location area(s) which constitute the Work, URETEK shall provide a two (2) year express limited warranty that such locations shall not settle greater than 1/2" under typical conditions. During this two (2) year limited warranty period, if settlement greater than 1/2" under typical conditions occurs, URETEK shall re-perform the Work at no additional cost. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, CUSTOMER AGREES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE BY URETEK CONCERNING THE WORK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, URETEK HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL IMPLIED WARRANTIES RELATING THE WORK, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. The warranty described herein shall be null and void if, during the two (2) year period after the Work is completed, (i) the Work site is modified with additional load bearing improvements, (ii) the Work site is affected by an earthquake, flood, extreme drought, or other Act of God, (iii) underground facilities or swimming pools are installed adjacent to the Work site, (iv) settlement occurs below or adjacent to the actual injection location(s), (v) settlement results from underground leaks, or (vi) the Customer fails to perform joint repair and/or crack sealing subsequent to the Work being performed. The warranty is fully transferable subject to the two (2) year warranty period.

5. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIABILITY OF EITHER PARTY OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COST OF THE WORK. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR ATTORNEY'S FEES ARISING OUT OF OR IN ANY WAY RELATED TO THE WORK.

6. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, (I) URETEK SHALL INDEMNIFY AND HOLD HARMLESS THE CUSTOMER, THE CUSTOMER'S OTHER SUBCONTRACTORS, THE OWNER OF THE WORK SITE, AND EACH OF THEIR AGENTS, CONSULTANTS AND EMPLOYEES (COLLECTIVELY, THE "CUSTOMER INDEMNITEES") FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE ARISING FROM THE URETEK WORK, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF URETEK, URETEK'S SUBCONTRACTOR'S, OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY EITHER OF THEM, AND (II) CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS URETEK AND URETEK'S AGENTS, CONSULTANTS AND EMPLOYEES (COLLECTIVELY, THE "URETEK INDEMNITEES") FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE ARISING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CUSTOMER OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY CUSTOMER.

7. Payment Terms. All amounts due hereunder shall be payable by Customer upon completion of the Work. All amounts due hereunder shall include all applicable state and local sales and use taxes unless Customer provides URETEK acceptable proof of exemption(s). To the extent applicable, Customer will be solely responsible for any additional costs due to any requirements regarding prevailing wage, labor union rules and/or labor, certified payroll, bonding, or applicable taxes not known by URETEK prior to the Proposal.

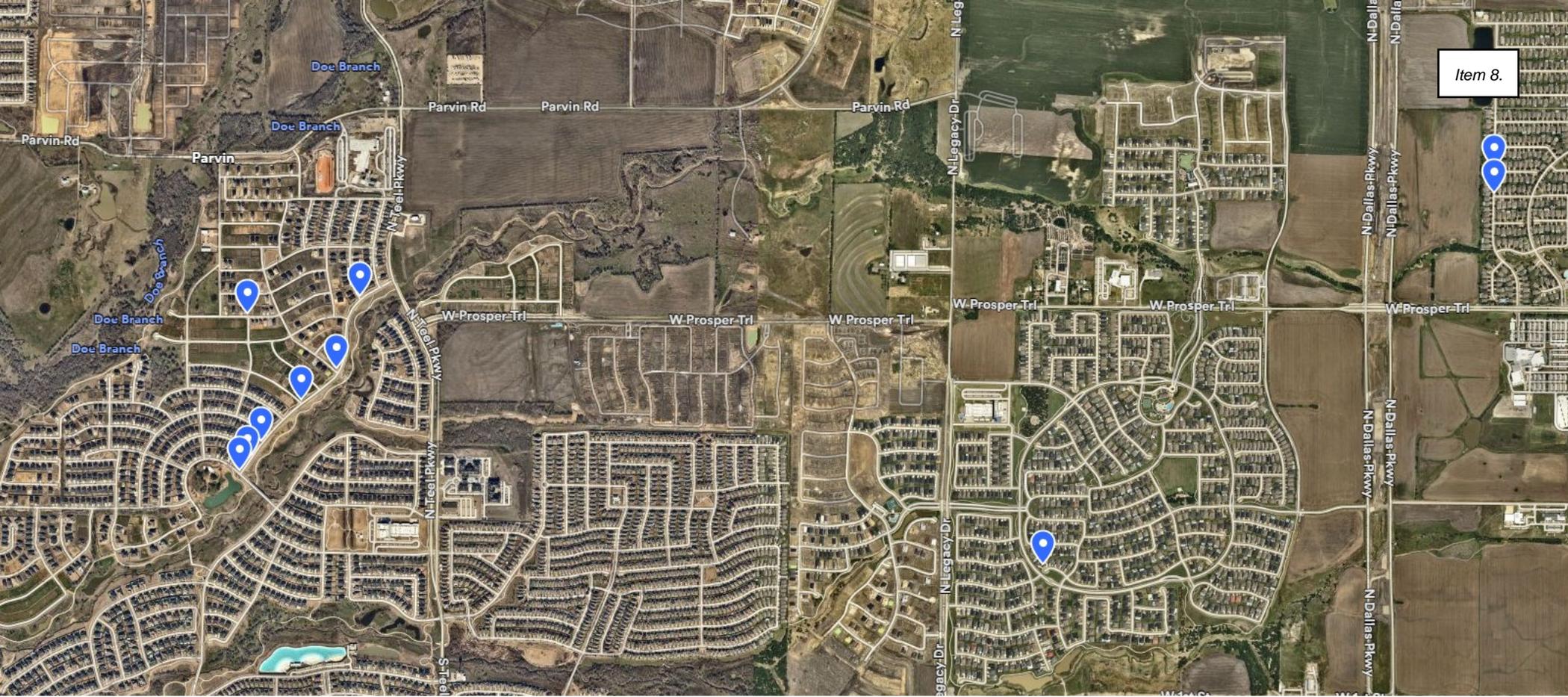
8. Governing Law; Binding Arbitration. The laws of the State in which the Work is to be performed shall govern the interpretation, construction, and effect of this Agreement. All disputes arising out of or in any way related to this Agreement or the Work shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA's Construction Industry Arbitration Rules and Mediation Procedures.

9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted or amended, the remaining provisions shall remain in full force and effect.

10. Media. With respect to all photos and video of the Work which may be taken, URETEK shall have the right to use, publish and reproduce same for all purposes in all media, including without limitation, television, the internet and social media. Further, URETEK shall have the right to exhibit, distribute, promote, and advertise all photos and video of the Work in all forms of print and digital media.

11. Entire Agreement. This Agreement and the Proposal constitute the entire agreement between Customer and URETEK with respect to the Work and supersedes any and all previous oral or written agreements between the parties hereto.

Rev. 02/25 - pub





Vendor Contract Information Summary

Vendor	URETEK USA, Inc.
Contact	Edward Hibbard
Phone	281-351-7800
Email	ehibbard@uretekusa.com
Vendor Website	www.uretekusa.com
TIN	42-1329866
Address Line 1	PO Box 1929
Vendor City	Tomball
Vendor Zip	77377
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	No
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products)
Contract No.	730-24
Effective	04/01/2024
Expiration	03/31/2027
Accepts RFQs	Yes



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Annual Spend for Vehicle and Equipment Replacement Purchases

Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of replacement vehicles, upfitting and equipment for FY26 utilizing cooperative purchasing agreements and approved purchasing methods in an amount not to exceed \$1,146,484.

Description of Agenda Item:

In the FY2026 annual budget, the Town Council approved VERN replacements for vehicles and equipment in Public Works, Parks and Recreation, Police and Prosper Fire Rescue. These vehicles are being replaced with like-for-like vehicles to match the needs of each department. To conform with State purchasing law and best practices we are requesting approval to place purchase orders for the Town for VERN replacement vehicles, upfitting and equipment.

Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization. Requested agreements are in compliance with the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and town purchasing policies.

Each purchase will meet all aspects of state purchasing laws as well as town purchasing policies. At this time approval for purchasing from the following cooperatives and vendors in the amounts listed and approved in the FY26 budget for VERN replacement vehicles, upfitting and equipment is requested.

Cooperative Purchasing Contracts: Buyboard, HGAC HT06-20 and TIPS 210907, 240901.

Vendors: Silsbee Fleet (Silsbee Ford, Silsbee Toyota, Lake Country Chevrolet, Donalson CDJR, LLC) and Dana Safety Supply.

Budget Impact:

Purchases will be made with approved funds budgeted in FY26.

Department	Vehicle Type	Budgeted Amount	Quoted Amount
Fire Operations	Battalion Chief Tahoe	\$121,901	\$76,026.25
Parks Operations	F250 Crew Cab	\$50,000	\$55,791.94
Public Works/Water	F150 Crew Cab	\$51,844	\$50,003.07
Public Works/ Water	F150 Crew Cab	\$51,844	\$50,003.07
Public Works/Wastewater	F450 Service Body	\$93,991	\$92,891.00
Public Works/Wastewater	Vac Truck	\$540,882	\$567,993.00
Police Operations	Pursuit Vehicle	\$118,000	\$92,246.14
Police Operations	Pursuit Vehicle	\$118,000	\$92,246.14
Police Operations	Administrative Tahoe	\$118,000	\$69,283.00
Totals		1,264,462.00	1,146,483.61

The two vehicles that are over their budgeted amount in the VEF will be supplemented by individual line items in the respective operating budgets or from savings from other equipment being replaced within the VEF. The overages are due to making the vehicle serviceable for current operations. Police and fire vehicles that are quoted significantly less than the budgeted amount will have additional equipment installed utilizing remaining funds.

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. Cooperative Purchasing Contract Summary – TIPS
2. Cooperative Purchasing Contract Summary - HGAC
3. Quote – Fire Rescue
4. Quote – Parks Operations
5. Quote – Public Works
6. Quote – Public Works
7. Quote – Public Works
8. Quote – Police Operations
9. Quote – Police Operations

Town Staff Recommendation:

Town Staff recommend the Town Council approve of the purchase of replacement vehicles, upfitting and equipment for FY26 utilizing cooperative purchasing agreements and approved purchasing methods in an amount not to exceed \$1,146,484.

Proposed Motion:

I move to approve the purchase of replacement vehicles, upfitting and equipment for FY26 utilizing cooperative purchasing agreements and approved purchasing methods in an amount not to exceed \$1,146,484.



AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)

EMAIL PURCHASE ORDER TO: sgamblin.silsbeefleet@gmail.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

RESELLERS



VENDOR **Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donalson CDJR, LLC**

1396 HWY 327 E SILSBEE TX,77656

WEBSITE

SERVICE/PRODUCTS DESCRIPTION **FLEET VEHICLES**

CONTRACT: **240902 Transportation Vehicle Parts and Services**

End Date: Nov-30-2027 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **240901 Transportation Vehicles**

End Date: Nov-30-2027 EDGAR COMPLIANCE: [View Doc.](#)





CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT06-20

Date Prepared:

10/31/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Town of Prosper	Contractor:	Houston Freightliner
Contact Person:	James Rodriguez	Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	
Email:		Email:	adam.neuse@houstonfreightliner.com

Product Code:	D3	Description:	114SD, Conventional Cab, SFFA, TRA (PRL-20D)
---------------	----	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 120752

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DA-F-20 20,000 LB FRONT AXLE	2577	Self Adjusting Back Up Alarm	54
20,000 LB TAPERLEAF FRONT SUSPENSION	1130	AM/FM/WB Radio with Bluetooth	368
4S/4M ABS with Traction Control	149		
254" Wheelbase	1034		
11/32x3-1/2x10-15/16" Frame 120KSI	464		
1/4" Inner Frame Reinforcement	775		
LH 100 Gallon Fuel Tank	306		
Air Cab Mounts	91		
Dual West Coast Mirrors w/LH-RH Remote	215		
Basic High Back Air Driver Seat	159	VacCon V310N/1000	438,993.00
Basic High Back Air Susp Pass Seat	191	Subtotal From Additional Sheet(s):	
Adjustable Steering Column	359	Subtotal B:	446865

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
24" Front Frame Extension w/ Insert	282		
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	282

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	567899	=	Subtotal D:	567899
-------------------	---	--------------------------	--------	---	-------------	--------

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Discount	-1406
		Subtotal F:	-1406

Delivery Date: **G. Total Purchase Price (D+E+F):** 567993



Contract Documents

Medium and Heavy Trucks & Truck Bodies

HT06-20

Solicitation Documents [📎 \(/media/hgacbuy/contracts/documents/HT06-20/solicitation-documents.zip\)](/media/hgacbuy/contracts/documents/HT06-20/solicitation-documents.zip)

Supplier Documents

Bruckner Truck Sales, Inc. [\(/media/hgacbuy/contracts/documents/HT06-20/Bruckner-Truck-Sales.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Bruckner-Truck-Sales.zip)

Cavender Ford Motor Company LTD [\(/media/hgacbuy/contracts/documents/HT06-20/Cavender-Ford-Motor-Company.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Cavender-Ford-Motor-Company.zip)

Chastang Enterprises-Houston, LLC. dba Chastang Ford [\(/media/hgacbuy/contracts/documents/HT06-20/Chastang-Enterprises-Houston.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Chastang-Enterprises-Houston.zip)

Cleveland Mack Sales, Inc., dba Performance Truck [\(/media/hgacbuy/contracts/documents/HT06-20/Cleveland-Mack-Sales.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Cleveland-Mack-Sales.zip)

Doggett Freightliner of South Texas, LLC [\(/media/hgacbuy/contracts/documents/HT06-20/Doggett-Freightliner-of-South-Texas.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Doggett-Freightliner-of-South-Texas.zip)

Holt Truck Centers of Texas LLC [\(/media/hgacbuy/contracts/documents/HT06-20/Holt-Truck-Centers-of-Texas.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Holt-Truck-Centers-of-Texas.zip)

Houston Freightliner, Inc. [\(/media/hgacbuy/contracts/documents/HT06-20/Houston-Freightliner.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Houston-Freightliner.zip)

Rush Truck Centers of Arizona, Inc. [\(/media/hgacbuy/contracts/documents/HT06-20/Rush-Truck-Centers-of-Arizona.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Rush-Truck-Centers-of-Arizona.zip)

Rush Truck Centers of Texas, L. P. (Houston, TX) [\(/media/hgacbuy/contracts/documents/HT06-20/Rush-Truck-Centers-of-Texas.zip\)](/media/hgacbuy/contracts/documents/HT06-20/Rush-Truck-Centers-of-Texas.zip)

[Return to Contract List \(/contracts\)](/contracts)

[View Information & Products \(/products-and-services/view-contract?contra\)](/products-and-services/view-contract?contra)

News & Events

Buy With Us Information Session | December 10 (/events/Event-Details?eventid=428)**(/events/Event-Details?eventid=428)****Webinar starts at 10:00 a.m. CST**

HGACBuy is helping governments across the country buy. Discover how HGACBUY can streamline your procurement process and help you work and buy smart. Join us on Zoom for more information and let's work together to meet your business needs.

share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fcontracts%2Fdocuments%3Fcontractid%3D95&title=Contract%20Documents%20%7C%20HGACBuy)

Contact Information**H-GAC Mailing Address:**

P.O. Box 22777
Houston, TX. 77227-2777

Phone: 832-810-2667 (tel:832-810-2667)**H-GAC Physical Address**

3555 Timmons Lane, Suite 120
Houston, TX 77027

Site Feedback (/contact-us/default.aspx) | Privacy Policy (/privacy-policy/default.aspx) | Legal Disclaimer (/legal-disclaimer/default.aspx) | Program Statutes (/program-statutes/default.aspx) | Copyright ©2025 H-GAC. All Rights Reserved.

(<https://www.facebook.com/HGACBuy/>)

(<https://twitter.com/HgacbuyTeam1>)

(<https://www.linkedin.com/company/hgacbuy/>)



Medium and Heavy Trucks & Truck Bodies

Contract Information

Contract Number

HT06-20

Effective Dates

06/01/2020 - 05/31/2026

Contract Details

A variety of bodies are available including flatbed/stake bodies, dump bodies, service/utility bodies, wrecker/carrier bodies, cement mixer bodies, water/lube tank bodies, landscape/brush bodies, van bodies, aerial lifts, cranes, and miscellaneous such as digger-derricks, curtain bodies.

[View Contacts \(/contracts/contact-information?contractid=95\)](/contracts/contact-information?contractid=95)

[View Documents \(/contracts/documents?contractid=95\)](/contracts/documents?contractid=95)

[Return to Products & Services \(/products-and-services?contractid=95\)](/products-and-services?contractid=95)

All Products

Description	Code	Manufacturer	Price	Discount
-------------	------	--------------	-------	----------

108SD, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24918)	HT0620D1	Freightliner
108SD, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24919)	HT0620D2	Freightliner
114SD, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=24920)	HT0620D3	Freightliner
220, COE, SRA (/products-and-services/view-product?productid=25003)	HT0620J1	Peterbilt
325, Conventional Cab, SRA (/products-and-services/view-product?productid=25006)	HT0620J4	Peterbilt
330, Conventional Cab, SRA (/products-and-services/view-product?productid=25007)	HT0620J5	Peterbilt
337, Conventional Cab, SRA (/products-and-services/view-product?productid=25008)	HT0620J6	Peterbilt
348, Conventional Cab, SRA (/products-and-services/view-product?productid=25009)	HT0620J7	Peterbilt
348, Conventional Cab, TRA (/products-and-services/view-product?productid=25010)	HT0620J8	Peterbilt
365, Conventional Cab, SRA (/products-and-services/view-product?productid=25011)	HT0620J9	Peterbilt
365, Conventional Cab, TRA (/products-and-services/view-product?productid=25012)	HT0620J10	Peterbilt
367, Conventional Cab, SRA (/products-and-services/view-product?productid=25013)	HT0620J11	Peterbilt
367, Conventional Cab, TRA (/products-and-services/view-product?productid=25014)	HT0620J12	Peterbilt
389, Conventional Cab, TRA (/products-and-services/view-product?productid=25015)	HT0620J13	Peterbilt
4700SB, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=25027)	HT0620M2	Western Star
4700SF, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=25026)	HT0620M1	Western Star
4900EX, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=25030)	HT0620M5	Western Star

4900SB, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=25029)	HT0620M4	Western Star
4900SF, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=25028)	HT0620M3	Western Star
520, COE, SRA (/products-and-services/view-product?productid=25004)	HT0620J2	Peterbilt
520, COE, TRA (/products-and-services/view-product?productid=25005)	HT0620J3	Peterbilt
567, Conventional Cab, TRA (/products-and-services/view-product?productid=25016)	HT0620J14	Peterbilt
579, Conventional Cab, TRA (/products-and-services/view-product?productid=25017)	HT0620J15	Peterbilt
ACMD42, COE, SRA (/products-and-services/view-product?productid=24902)	HT0620A1	Autocar
ACMD64, COE, TRA (/products-and-services/view-product?productid=24903)	HT0620A2	Autocar
ACX42, COE, SRA (/products-and-services/view-product?productid=24904)	HT0620A3	Autocar
ACX64, COE, TRA (/products-and-services/view-product?productid=24905)	HT0620A4	Autocar
Anthem 42R, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24987)	HT0620I2	Mack
Anthem 64R, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24988)	HT0620I3	Mack
Cascadia CA116-DC, Conventional Cab Tractor, SBFA, TRA (/products-and-services/view-product?productid=24927)	HT0620D10	Freightliner
CV515, Conventional Cab, SFFA, SRA (/products-and-services/view-product?productid=24942)	HT0620F1	International
DC64, Conventional Cab, TRA (/products-and-services/view-product?productid=24906)	HT0620A5	Autocar
E-450 Cutaway Van Chassis, Gas, 158" WB (E4F) (2021) (/products-and-services/view-product?productid=24917)	HT0620C11	Ford

EconicSD, COE, Low Cab Forward, High Roof, TRA (/products-and-services/view-product?productid=24925)	HT0620D8	Freightliner
EconicSD, COE, Low Cab Forward, Low Roof, TRA (/products-and-services/view-product?productid=24926)	HT0620D9	Freightliner
F-450, 4x2, Regular Cab (2-door), Diesel, 145" WB, XL (F4G) (2020) (/products-and-services/view-product? productid=24908)	HT0620C2	Ford
F-450, 4x2, Regular Cab (2-door), Gas, 145" WB, XL (F4G) (2020) (/products-and-services/view-product? productid=24907)	HT0620C1	Ford
F-550, 4x2, Regular Cab (2-door), Diesel, 145" WB, XL (F5G) (2020) (/products-and-services/view-product? productid=24910)	HT0620C4	Ford
F-550, 4x2, Regular Cab (2-door), Gas, 145" WB, XL (F5G) (2020) (/products-and-services/view-product? productid=24909)	HT0620C3	Ford
F-59, Stripped Chassis, Regular cab (2-door), Gas, 158" WB (F5K) (2021) (/products-and-services/view-product? productid=24916)	HT0620C10	Ford
F-650, 4x2, Regular Cab (2-door), Diesel, 158" WB (F6D) (2021) (/products-and-services/view-product? productid=24912)	HT0620C6	Ford
F-650, 4x2, Regular Cab (2-door), Gas, 158" WB (F6A) (2021) (/products-and-services/view-product? productid=24911)	HT0620C5	Ford
F-750, 4x2, Regular Cab (2-door), Diesel, 158" WB (F7D) (2021) (/products-and-services/view-product? productid=24914)	HT0620C8	Ford
F-750, 4x2, Regular Cab (2-door), Gas, 158" WB (F7A) (2021) (/products-and-services/view-product? productid=24913)	HT0620C7	Ford
F-750, 4x2, Regular Cab (2-door), Tractor Configuration, Diesel, 146" WB (F7T) (2021) (/products-and- services/view-product?productid=24915)	HT0620C9	Ford
FTR, COE Diesel, 25,950# GVWR, SRA (2021) (/products- and-services/view-product?productid=24967)	HT0620G6	Isuzu

Granite 42BR MHD, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24990)	HT062015	Mack
Granite 42FR MHD, Conventional Cab, SFFA, SRA (/products-and-services/view-product?productid=24989)	HT062014	Mack
Granite 64BR MHD, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24992)	HT062017	Mack
Granite 64BR, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24994)	HT062019	Mack
Granite 64FR MHD, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=24991)	HT062016	Mack
Granite 64FR, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=24993)	HT062018	Mack
HV507, Conventional Cab, 6x4, SFFA, TRA (/products-and-services/view-product?productid=24947)	HT0620F6	International
HV507, Conventional Cab, SFFA, SRA (/products-and-services/view-product?productid=24946)	HT0620F5	International
HV513, Conventional Cab, SFFA, SRA (/products-and-services/view-product?productid=24948)	HT0620F7	International
HV513, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=24949)	HT0620F8	International
HV607, Conventional Cab, 6x4, SBFA, TRA (/products-and-services/view-product?productid=24952)	HT0620F11	International
HV607, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24951)	HT0620F10	International
HV613, Conventional Cab, 6x4, SBFA, TRA (/products-and-services/view-product?productid=24954)	HT0620F13	International
HV613, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24953)	HT0620F12	International
HX520, Conventional Cab, 6x4, SFFA, TRA (/products-and-services/view-product?productid=24956)	HT0620F15	International
HX620, Conventional Cab, 6x4, SFFA, TRA (/products-and-services/view-product?productid=24957)	HT0620F16	International
K270, COE, SRA (/products-and-services/view-product?productid=24968)	HT0620H1	Kenworth

K370, COE, SRA (/products-and-services/view-product?productid=24969)	HT0620H2	Kenworth
L-Series (238), Conventional Cab, Diesel, 23,000# GVWR, SRA (/products-and-services/view-product?productid=24934)	HT0620E5	Hino
L-Series (258ALP), Conventional Cab, Diesel, Low Profile, Air Brakes, 25,500# GVWR, SRA (/products-and-services/view-product?productid=24935)	HT0620E6	Hino
L-Series (258LP), Conventional Cab, Diesel, Low Profile, 25,500# GVWR, SRA (/products-and-services/view-product?productid=24936)	HT0620E7	Hino
L-Series (268), Conventional Cab, Diesel, 25,950# GVWR, SRA (/products-and-services/view-product?productid=24937)	HT0620E8	Hino
L-Series (268A), Conventional Cab, Diesel, Air Brakes, 25,950# GVWR, SRA (/products-and-services/view-product?productid=24938)	HT0620E9	Hino
L-Series (338), Conventional Cab, Diesel, 33,000# GVWR, SRA (/products-and-services/view-product?productid=24939)	HT0620E10	Hino
LR 42R G, COE, SRA, Natural Gas (/products-and-services/view-product?productid=25001)	HT0620I16	Mack
LR 42R, COE, SRA (/products-and-services/view-product?productid=24999)	HT0620I14	Mack
LR 64R G, COE, TRA, Natural Gas (/products-and-services/view-product?productid=25002)	HT0620I17	Mack
LR 64R, COE, TRA (/products-and-services/view-product?productid=25000)	HT0620I15	Mack
LT625, Conventional Cab SBFA, SRA (/products-and-services/view-product?productid=24960)	HT0620F19	International
LT625, Conventional Cab, 6x4, SBFA, TRA (/products-and-services/view-product?productid=24961)	HT0620F20	International
M-Series (155), COE, Diesel, 14,500# GVWR, SRA (/products-and-services/view-product?productid=24930)	HT0620E1	Hino
M-Series (195), COE, Diesel, 19,500# GVWR, SRA (/products-and-services/view-product?productid=24932)	HT0620E3	Hino

M-Series (195), COE, Hybrid, 19,500# GVWR, SRA (/products-and-services/view-product?productid=24933)	HT0620E4	Hino
M-Seris (195), COE, Diesel, 17,950# GVWR, SRA (/products-and-services/view-product?productid=24931)	HT0620E2	Hino
M2-106, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24922)	HT0620D5	Freightliner
M2-106, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24923)	HT0620D6	Freightliner
M2-112, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24924)	HT0620D7	Freightliner
MT45 Stripped Chassis (/products-and-services/view-product?productid=24928)	HT0620D11	Freightliner
MT55 Stripped Chassis (/products-and-services/view-product?productid=24929)	HT0620D12	Freightliner
MV607, Conventional Cab, 6x4, SBFA, TRA (/products-and-services/view-product?productid=24944)	HT0620F3	International
MV607, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24943)	HT0620F2	International
MV607LP, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24945)	HT0620F4	International
NPR-HD, COE, Diesel, 14,500# GVWR, SRA (2021) (/products-and-services/view-product?productid=24963)	HT0620G2	Isuzu
NPR-HD, COE, Gas, 14,500# GVWR, SRA (2020) (/products-and-services/view-product?productid=24962)	HT0620G1	Isuzu
NPR-XD, COE, Diesel, 16,000# GVWR, SRA (2021) (/products-and-services/view-product?productid=24964)	HT0620G3	Isuzu
NQR, COE, Diesel, 17,950# GVWR, SRA (2021) (/products-and-services/view-product?productid=24965)	HT0620G4	Isuzu
NRR, COE, Diesel, 19,500# GVWR, SRA (2021) (/products-and-services/view-product?productid=24966)	HT0620G5	Isuzu
Pinnacle 64R, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=24986)	HT0620I1	Mack
RH613, Conventional Cab, 6x4, SBFA, TRA (/products-and-services/view-product?productid=24959)	HT0620F18	International

RH613, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24958)	HT0620F17	International
T300-170, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24970)	HT0620H3	Kenworth
T300-270, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24971)	HT0620H4	Kenworth
T300-370, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24972)	HT0620H5	Kenworth
T300-370, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24973)	HT0620H6	Kenworth
T440, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24974)	HT0620H7	Kenworth
T440, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24975)	HT0620H8	Kenworth
T470, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24976)	HT0620H9	Kenworth
T470, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24977)	HT0620H10	Kenworth
T680, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24978)	HT0620H11	Kenworth
T680, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24979)	HT0620H12	Kenworth
T800, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24980)	HT0620H13	Kenworth
T800, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24981)	HT0620H14	Kenworth
T880, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=24982)	HT0620H15	Kenworth
T880, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24983)	HT0620H16	Kenworth
TerraPro 42R G, COE, SRA, Natural Gas (/products-and-services/view-product?productid=24996)	HT0620I11	Mack
TerraPro 42R, COE, SRA (/products-and-services/view-product?productid=24995)	HT0620I10	Mack

TerraPro 64R G, COE, TRA, Natural Gas (/products-and-services/view-product?productid=24998)	HT0620I13	Mack
TerraPro 64R, COE, TRA (/products-and-services/view-product?productid=24997)	HT0620I12	Mack
VHD42B200, Conventional Cab, SBFA, SRA (/products-and-services/view-product?productid=25020)	HT0620L1	Volvo
VHD64B200, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=25021)	HT0620L2	Volvo
VNL42T300, Conventional Cab, SBFA, SRA, Tractor (longer hood) (/products-and-services/view-product?productid=25024)	HT0620L5	Volvo
VNL64T300, Conventional Cab, SBFA, TRA, Tractor (longer hood) (/products-and-services/view-product?productid=25025)	HT0620L6	Volvo
VNR42T300, Conventional Cab, SBFA, SRA, Tractor (medium hood) (/products-and-services/view-product?productid=25022)	HT0620L3	Volvo
VNR64T300, Conventional Cab, SBFA, TRA, Tractor (medium hood) (/products-and-services/view-product?productid=25023)	HT0620L4	Volvo
W900, Conventional Cab, SFFA, TRA (/products-and-services/view-product?productid=24984)	HT0620H17	Kenworth
W990, Conventional Cab, SBFA, TRA (/products-and-services/view-product?productid=24985)	HT0620H18	Kenworth
XL-7, Conventional Cab, Diesel, 33,000# GVWR, SRA (/products-and-services/view-product?productid=24940)	HT0620E11	Hino
XL-8, Conventional Cab, Diesel, 34,200# GVWR, SRA (/products-and-services/view-product?productid=24941)	HT0620E12	Hino



PRODUCT PRICING SUMMARY
TIPS USA 240901 AUTOMOBILES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF PROSPER Prepared by: SHELLY BECKETT
 Contact: STEPHANIE MAYS 972.569.1028/SHAW EFT 972-569-1106 Phone: 409-651-9558
 Email: SMAYS@PROSPERTX.GOV SEFT@PROSPERTX.GOV Email: SBECKETT@SILSBEEFLEET.COM
 Product Description: FORD F250 CREW CAB PICKUP Date: November 4, 2025

A. Bid Item: 33 A. Base Price: \$ **49,555.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W2B	2026 F250 CREW CAB XLT UPGRADE	\$ 4,195.00	535	HIGH CAPACITY 11.6" AXLE UPGRADE	\$ -
99M	6.7L HIGH OUTPUT V8 DIESEL	\$ 13,495.00	874	360 DEGREE CAMERA PACKAGE	\$ -
	4X4 UPGRADE	\$ 3,895.00	86M	DUAL AGM 68 AH BATTERY	\$ -
603A	EQUIPMENT GROUP 603A	\$ -	66L	LED BOX LIGHTING	\$ -
17P	XLT PREMIUM PACKAGE	\$ 4,500.00	76S	REMOTE START SYSTEM	\$ -
18C	6" ANGULAR ANODIZED STEPS	\$ 695.00	PQ	RACE RED EXTERIOR	\$ 395.00
43B	FIXED REAR PRIVACY GLASS W/DEF	\$ 60.00	3S	MED DARK SLATE CLOTH 40/20/40	\$ -
X31	3.31 AXLE RATIO	\$ -			

Total of B. Published Options: \$ **27,235.00**

Published Option Discount (5%) \$ **(1,361.75)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
ORDER UNIT			

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____ \$ -

G. Additional Delivery Charge: 299 miles \$ **598.00**

H. Subtotal: \$ **76,026.25**

I. Quantity Ordered 1 x H = \$ **76,026.25**

J. Trade in: _____ \$ -

K. Total Purchase Price \$ **76,026.25**



PRODUCT PRICING SUMMARY

TIPS USA 240901 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF PROSPER

Prepared by: SHELLY BECKETT

Contact: STEPHANIE MAYS/CASEY KNAPP

Phone: 409-651-9558

Email: SMAYS@PROSPERTX.GOV SEFT@PROSPERTX.GOV

Email: SBECKETT@SILSBEEFLEET.COM

Product Description: FORD F250 CREW CAB PICKUP

Date: November 17, 2025

A. Bid Item: 33 A. Base Price: \$ **49,555.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W2B	2026 F250 CREW CAB XL	\$ 1,595.00	TD8	TIRES LT245/75RX17E BSW A/S	\$ -
99A	6.8L V8 GAS ENGINE	\$ -	64A	WHEELS 17" ARGENT PAINTED STEEL	\$ -
600A	EQUIPMENT GROUP 600A				\$ -
44F	10 SPEED AUTO TRANSMISSION	\$ -	Z1	OXFORD WHITE EXTERIOR	\$ -
96D	XL DRIVER ASSIST PACKAGE	\$ 730.00	AS	MED DARK SLATE W/HD VINYL	\$ -
18B	PLATFORM RUNNING BOARDS	\$ 445.00		40/20/40 SPLIT BENCH	\$ -
52B	TRAILER BRAKE CONTROLLER	\$ 300.00			\$ -
X37	3.73 AXLE RATIO	\$ -			

Total of B. Published Options: \$ **3,070.00**

Published Option Discount (5%) \$ **(153.50)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL TOOLBOX	\$ 1,482.44		
WINDOW TINT	\$ 295.00		
GRAPHICS	\$ 945.00		
ORDER UNIT 90-120 DAYS			

Total of C. Unpublished Options: \$ **2,722.44**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: \$ **-**

G. Additional Delivery Charge: 299 miles \$ **598.00**

H. Subtotal: \$ **55,791.94**

I. Quantity Ordered 1 x H = \$ **55,791.94**

J. Trade in: \$ **-**

K. Total Purchase Price \$ **55,791.94**



PRODUCT PRICING SUMMARY
TIPS USA 240901 AUTOMOBILES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF PROSPER Prepared by: SHELLY BECKETT
 Contact: CARRIE JONES 972-569-1056 Phone: 409-651-9558
 Email: CJONES@PROSPERTX.GOV Email: SBECKETT@SILSBEEFLEET.COM
 Product Description: FORD F150 CREW CAB Date: 8/13/2025 confirmed 10/21/25 revised 11/18/25

A. Bid Item: 33 A. Base Price: \$ **43,795.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1K	2025 F150 CREW 4X2 5.5' BED	\$ -		BLUETOOTH	\$ -
YZ	EXTERIOR WHITE	\$ -		REVERSE SENSING	\$ -
AS	INTERIOR BLACK VINYL 40/20/40	\$ -			
99P	2.7L V6 ECOBOOST	\$ -			
101A	EQUIPMENT 101A PKG	\$ -			
	REAR VIEW CAMERA	\$ -			
	POWER EQUIPMENT	\$ -			
	CRUISE	\$ -			

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Unpublished Options

Description	Bid Price	Options	Bid Price
PLATFORM RUNNING BOARDS	\$ 550.00		
PUBLIC WORKS GRAPHICS	\$ 945.00		
SILSBEE FLEET INSTALL	\$ 4,115.07	IN STOCK REF #'S 180946 & 180973	
SOUND OFF A/W NROADS 48" LIGHTBAR W/ ARROW CONTROLLER MOUNT TO H/A RACK			
GRILLE LAMP BRACKETS			
WHELEN VERTEX TAIL LAMPS			
HEADACHE RACK			

Total of C. Unpublished Options: \$ **5,610.07**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 299 miles \$ **598.00**

H. Subtotal: \$ **50,003.07**

I. Quantity Ordered 2 x H = \$ **100,006.14**

J. Trade in: _____ \$ -

K. Total Purchase Price \$ **100,006.14**



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF PROSPER **Prepared by:** SHELLY BECKETT
Contact: JAMES RODRIGUEZ 972.347.9969 **Phone:** (409) 651-9558
Email: JRODRIGUEZ@PROSPERTX.GOV **Email:** SBECKETT@SILSBEEFLEET.COM
Product Description: FORD F450 CREW CAB CHASSIS **Date:** 3/31/2025 pricing confirmed 10/21/25

A. **Bid Item:** 43 **A. Base Price:** \$ **58,975.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W4G	2025 F450 CREW CAB CHASSIS 60" CA	\$ 2,095.00		CRUISE	\$ -
Z1	EXTERIOR WHITE	\$ -	18B	PLATFORM RUNNING BOARDS	\$ 445.00
AS	INTERIOR GRAY VINYL	\$ -	872	REAR VIEW CAMERA KIT	\$ 415.00
99T	6.7L V8 DIESEL	\$ 10,495.00	76C	BACKUP ALARM	\$ 175.00
X4N	4.10 LIMITED SLIP AXLE	\$ 395.00	52B	TRAILER BRAKE CONTROLLER	\$ 300.00
	POWER EQUIPMENT GROUP	\$ -			
	VINYL FLOORING	\$ -			
	BLUETOOTH	\$ -			

Total of B. Published Options: \$ **14,320.00**

Published Option Discount (5%): \$ **(716.00)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
TRUX 2582--READING SVC BODY, HEADACHE	\$ 18,314.00		
RACK, SPRAY IN BEDLINER, INSTALL FACTORY, BACKUP CAMERA, CLASS V HITCH			
BUDGETARY QUOTE MY 26	\$ 1,400.00		
PRICES MAY INCREASE DUE TO TARIFFS			

Total of C. Unpublished Options: \$ **19,714.00**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** \$ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** \$ -

F. **Contract Price Adjustment:** _____ \$ -

G. **Additional Delivery Charge:** 299 miles \$ **598.00**

H. **Subtotal:** \$ **92,891.00**

I. **Quantity Ordered** 1 x H = \$ **92,891.00**

J. **Trade in:** _____ \$ -

K. **Total Purchase Price** \$ **92,891.00**



ENGINEERING SERVICES

To: Mayor and Town Council

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

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

Re: Roadway Design, Construction and Reimbursement Agreement
(Legacy Drive)

Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Roadway Design, Construction and Reimbursement Agreement between Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Legacy Drive north of the Star Trail development.

Description of Agenda Item:

Background: Blue Star Land L.P., (Blue Star) is developing Star Trail and constructing the two (2) northbound lanes of Legacy Drive from Star Meadow to the intersection of Prosper Trail, and the two (2) eastbound lanes of Prosper Trail from Legacy Drive east to their development. These improvements are in accordance with the 2016 Star Trail Roadway Impact Fees Reimbursement Agreement. Once Blue Star completes these improvements, the improved roadways in the area will consist of two (2) lanes of Legacy Drive from Prosper Trail south to Star Meadow, four lanes (4) lanes from Star Meadow to US 380, and two (2) lanes of Prosper Trail from east of Teel Parkway to the Dallas North Tollway. The Town is currently designing two (2) additional lanes of Prosper Trail from Legacy Drive to the Dallas North Tollway, and the Prosper Independent School District (PISD) is designing improvements to Legacy Drive north of Prosper Trail that includes two (2) lanes from Prosper Trail to the southern boundary of Prosper Middle School No. 7, and then four (4) lanes of Legacy Drive adjacent to the school.

Proposed Agreement: To provide better mobility along Legacy Drive as well as at the intersection of Prosper Trail, Town staff has been coordinating with Blue Star on the attached agreement. The agreement is for the design and construction of the two (2) southbound lanes of Legacy Drive from the current terminus in the Star Trail development and extending the (2) lanes through the intersection of Prosper Trail. If approved, Blue Star would schedule these proposed improvements in conjunction with Blue Star's construction of the two (2) northbound lanes of Legacy Drive from Star Meadow to the intersection of Prosper Trail, and the two (2) eastbound lanes of Prosper Trail from Legacy Drive east to their development. It is anticipated that the construction of the intersection of Legacy Drive and Prosper Trail would occur during the summer months of 2026.

Since the proposed improvements are not a part of the required improvements in the 2016 Star Trail Roadway Impact Fees Reimbursement Agreement between Blue Star and the Town, the purpose of the Roadway Design, Construction and Reimbursement Agreement is to outline the obligations of Blue Star and the Town related to the design, construction and reimbursement of funds to Blue Star to fund the proposed improvements.

Budget Impact:

The estimated cost for the design of the two (2) southbound lanes of Legacy Drive from the current terminus in the Star Trail development and extending the (2) lanes through the intersection of Prosper Trail is \$134,800, and to be paid to Blue Star Land L.P., within thirty (30) days of the Town’s execution of the Roadway Design, Construction and Reimbursement Agreement. Funding, in the amount of \$200,000, is currently budgeted in Account No. ST202504-DESGN-PROFS. The estimated cost for the construction of the proposed improvements is \$1,100,000. Since the 2025 Bond Election approved the proposition that included funding for this project, the actual construction cost will be funded from GO Bond funds.

Legal Obligations and Review:

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

Attached Documents:

- 1. Town of Prosper Thoroughfare Plan
- 2. Roadway Design, Construction and Reimbursement Agreement
- 3. 2016 Star Trail Roadway Impact Fees Reimbursement Agreement

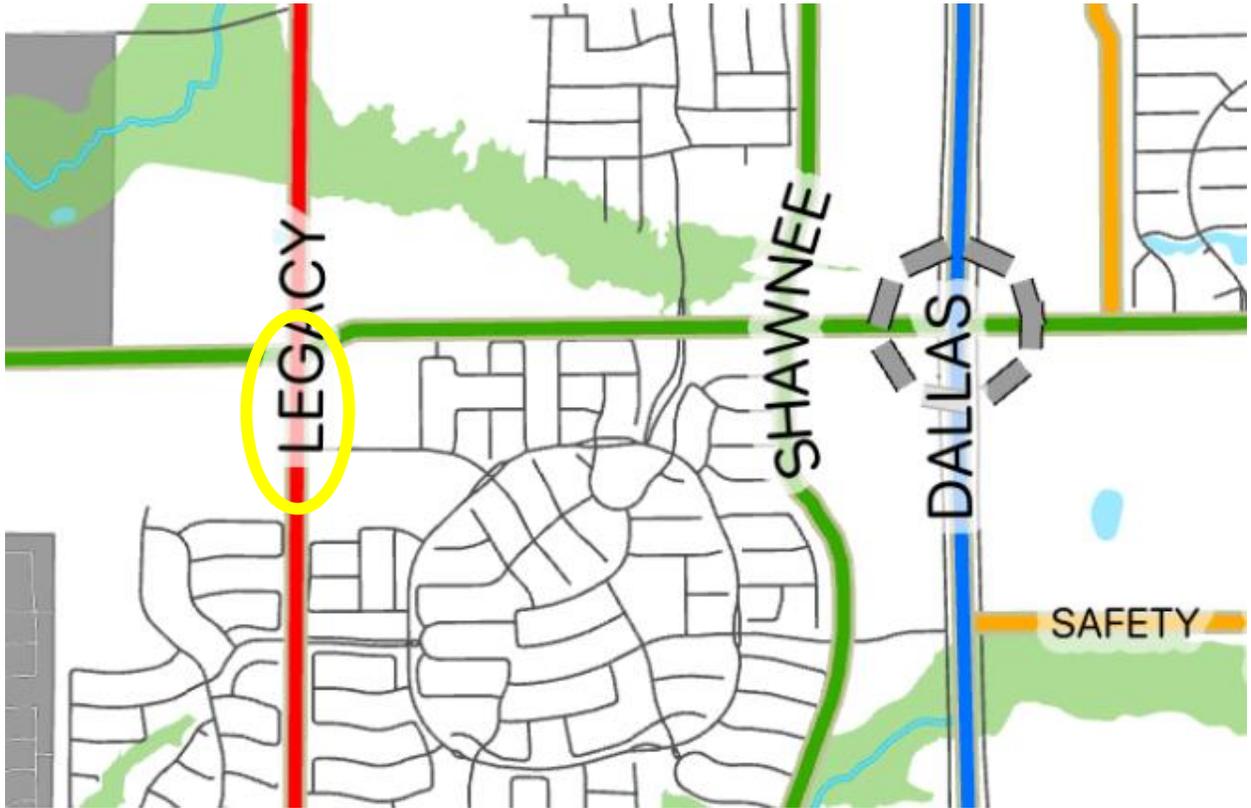
Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Roadway Design, Construction and Reimbursement Agreement between Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Legacy Drive north of the Star Trail development.

Proposed Motion:

I move to authorize the Town Manager to execute a Roadway Design, Construction and Reimbursement Agreement between Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Legacy Drive north of the Star Trail development.

Town of Prosper Thoroughfare Plan
(Legacy Drive)



ROADWAY DESIGN, CONSTRUCTION AND REIMBURSEMENT AGREEMENT
(Legacy Drive)

THIS ROADWAY DESIGN, CONSTRUCTION AND REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 14th day of November, 2025, by and between the Town of Prosper, Texas (the "Town"), and Blue Star Land L.P. ("Blue Star"), each referred to individually as a "Party," and collectively referred to as the "Parties."

WITNESSETH:

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

WHEREAS, the Town and Blue Star agree and acknowledge that it is necessary that the two (2) southbound lanes of Legacy Drive from just north of Prosper Trail to south of Prosper Trail connect to the existing southbound lanes of Legacy Drive previously constructed by Blue Star in conjunction with the Villages of Star Trail Impact Fees Reimbursement Agreement to be constructed to accommodate increased traffic related to the foregoing development in the Town; and

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

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

1. **Design of Legacy Drive.** Blue Star shall design two (2) southbound lanes of Legacy Drive from just north of Prosper Trail to south of Prosper Trail to connect to the existing southbound lanes of Legacy Drive. "Design" shall include all engineering design and shall be subject to the Town Engineer's approval, such approval not to be unreasonably withheld. Design shall include the preparation of plans, specifications and estimates. The Design shall commence upon execution of this Agreement.

2. **Completion of Construction of Legacy Drive.** Blue Star agrees and acknowledges that it shall commence construction of Legacy Drive, as outlined in this agreement, with the proposed construction of the adjacent two (2) northbound lanes of Legacy Drive. Blue Star agrees that it shall proceed with construction diligently in an effort to complete all four (4) lanes of Legacy Drive from Prosper Trail south to the existing four (4) lanes of Legacy Drive no later than one (1) year from the date of execution of this Agreement. The date of completion of construction shall be the date on which the Town accepts the construction of Legacy Drive.

3. **Town Reimbursement to Blue Star for Design of Legacy Drive.** Within thirty (30) days of the Town's execution of this Agreement, the Town will pay Blue Star \$134,800 for the design of the two (2) southbound lanes of Legacy Drive from just north of Prosper Trail to south of Prosper Trail to connect to the existing southbound lanes of Legacy Drive.

4. **Town Reimbursement to Blue Star for Construction of Legacy Drive.** Upon the Town's acceptance of the two (2) southbound lanes of Legacy Drive, the Town shall reimburse Blue Star for the actual construction costs incurred by Blue Star for Legacy Drive, currently estimated at \$1,100,000. Blue Star agrees that it shall promptly provide the Town any documentation requested by the Town to review the construction costs incurred by Blue Star.

5. **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties.

6. **Limitation on Liability.** It is understood and agreed between the Parties that Blue Star in satisfying the conditions of this Agreement has acted independently, and the Town assume no responsibilities or liabilities to third parties in connection with Blue Star's actions. Further, Blue Star agrees to indemnify and hold harmless the Town from all claims, suits, demands, and causes of actions by a third party arising out of Blue Star's actions and performance under this Agreement, as hereinafter referenced.

7. **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

8. **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

9. **Right of Access.** Blue Star further agrees that the Town, its agents and employees, shall have a reasonable right to access the Property and any improvements thereon to inspect same in order to ensure that the construction of the improvements is in accordance with this Agreement and/or all applicable federal, state and local laws, ordinances and regulations.

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

18. **Non-Binding 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.

19. **Compliance with Chapter 2264, Texas Government Code.** Blue Star certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Blue Star, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), Blue Star shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the Town notifies Blue Star of the violation.

20. **Form 1295 Certificate.** Blue Star agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, Blue Star agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

21. **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Blue Star is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Blue Star verifies that Blue Star does not boycott Israel and will not boycott Israel during the Term of this Agreement.

22. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Blue Star is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

23. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if Blue Star employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000.00 that is paid wholly or partly from public funds of the Town, Blue Star represents that: (1) Blue Star does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) Blue Star will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

24. Verification Blue Star Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if Blue Star employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000.00 that is paid wholly or partly from public funds of the Town, Blue Star represents that: (1) Blue Star does not boycott energy companies; and (2) Blue Star will not boycott energy companies during the Term of this Agreement.

25. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

26. Amendment. This Agreement may only be amended by a written agreement executed by the Parties.

27. Recitals. The recitals in this Agreement are true and correct, represent representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

29. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

30. **Survival of Covenants.** Any covenants of the Parties that are to be performed after termination of this Agreement shall survive termination of this Agreement.

31. **Assignment.** This Agreement may not be assigned by Blue Star, in whole or in part, without the prior written consent of the Town. Any attempted assignment by Blue Star in violation of the terms and provisions of this section shall be void.

32. **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

THE TOWN OF PROSPER, TEXAS

By: _____

Name: _____

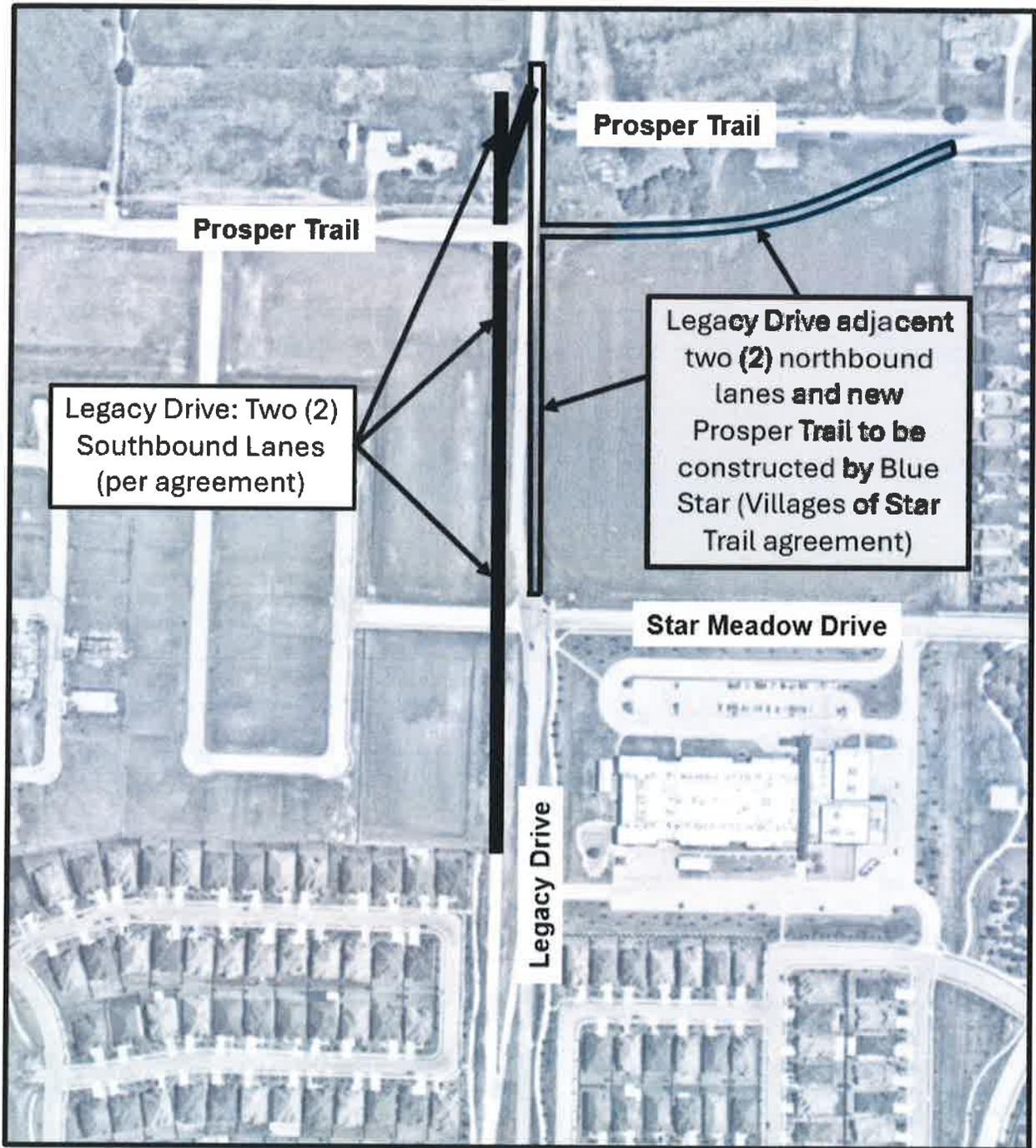
Title: _____

BLUE STAR LAND L.P.,
a Texas limited partnership

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

By: 
Name: Tom Walker
Title: Treasurer
Date: 11/14/85

EXHIBIT A
(Legacy Drive Roadway Depiction)





ROADWAY IMPACT FEES REIMBURSEMENT AGREEMENT

THIS ROADWAY IMPACT FEES REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 13th day of December, 2016, by and between the Town of Prosper, Texas ("Prosper" or the "Town"), and BLUE STAR DEVELOPMENT COMPANY ("Developer"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is developing a project in the Town known as The Villages of Star Trail ("StarTrail"), which development previously has been approved, in part, by the Town, and which contains multiple development phases; and

WHEREAS, the legal descriptions of the Star Trail property ("Property") are attached hereto as Exhibit A; and

WHEREAS, the Town and Developer wish to address the construction of thoroughfares as well as the timing, construction and payment of associated costs thereof, related to StarTrail; and

WHEREAS, the Town and Developer acknowledge that the construction of thoroughfares to and in StarTrail is desirable; however, both parties recognize the capital costs associated with the construction of thoroughfares to and in StarTrail; and

WHEREAS, the Town has adopted a Roadway Capital Improvements Plan ("Roadway CIP") as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, in an effort to facilitate the construction of thoroughfares serving StarTrail, the parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of thoroughfares and the development of StarTrail proceed uniformly; and

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

- Roadway Impact Fees and Roadway CIP Projects.** Builders on land within StarTrail shall be subject to and shall pay the Town roadway impact fees, currently estimated at \$6,969,490.00, pursuant to applicable provisions of the Town's Code of Ordinances, as amended. In each phase of development there are those impact-fee eligible roadway projects (individually a "Roadway CIP Project" and collectively the "Roadway CIP Projects") which are identified on the Town's Roadway

CIP that Developer agrees and has agreed to construct, if and to the extent Developer elects in its discretion to develop the applicable phase of StarTrail, which possible Roadway CIP Projects being reflected in Exhibit B, attached hereto and incorporated by reference. Should Developer elect in its discretion or otherwise be required to construct any portion of Fishtrap Road or the southern end of Shawnee Boulevard which are shown as "Optional" on Exhibit B, then Developer shall be entitled to reimbursement for same in accordance with the terms of this Agreement.

2. Third Party Roadway Project Rights of Way. (a) The Parties shall cooperate with each other in obtaining from third Parties any and all rights of way ("Third Party Roadway Project Rights of Way") for any Roadway CIP Project depicted in Exhibit B.

(b) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Roadway Project Rights of Way, including, but not limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner's fees and costs of appeal, if any ("Right of Way Acquisition Fees"). If requested by the Town, Developer shall, at its sole cost and expense (but subject to reimbursement as described below), lead all right of way acquisition efforts for the Third Party Roadway Project Rights of Way, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Roadway Project Rights of Way as required for the Roadway CIP Projects. Developer shall pay any and all Right of Way Acquisition Fees within twenty-one (21) calendar days of receiving a written request and supporting invoice from the Town for the same.

(c) The Town will, at Developer's sole cost and expense (but subject to reimbursement as described below), provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Roadway Project Rights of Way. The Town shall review and approve any and all documents associated with the Third Party Roadway Project Rights of Way required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Roadway Project Rights of Way, the Town shall have the right to, at Developer's sole cost and expense (but subject to reimbursement as described below), take any and all steps the Town deems necessary to initiate said proceedings.

(d) The Third Party Roadway Project Rights of Way shall be filed and recorded prior to the commencement of construction of any Roadway CIP Project or any portion thereof, unless a Right of Entry is secured, a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

(e) If the Third Party Roadway Project Rights of Way are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the

Town, the land made the subject of the **Third Party Roadway Project Rights of Way**, within ninety (90) days after the Effective Date on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such **Third Party Roadway Project Rights of Way** as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

3. **Rights of Way Acquisition Fees, Construction Costs and Reimbursement**. Provided Developer constructs, and the Town accepts, any Roadway CIP Project contemplated by this Agreement, Developer shall be reimbursed impact fee-eligible costs as described in this Agreement for the Right of Way Acquisition Fees and construction costs associated with the Roadway CIP Project. The phrase "Right of Way Acquisition Fee" shall have the meaning as defined in section 2.(b) above. The term "construction costs" as used above shall mean the actual costs of constructing the Roadway CIP Projects, including, but not limited to, design costs, labor and material costs, engineering costs, surveying costs and geotechnical material testing costs associated with the Roadway CIP Projects. The current estimated construction costs for the planned Roadway CIP Projects are \$6,315,000.00. No Right of Way Acquisition Fees or construction costs for any Roadway CIP Project shall be incurred by Developer until Developer submits a request for reimbursement for same to the Town's Engineer for review and written approval, which review and approval shall not be unreasonably withheld, conditioned or delayed. The Town will use its reasonable efforts to pay Developer any requested reimbursement quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts any particular Roadway CIP Project.

4. **Reimbursements from Roadway Impact Fees**. Any reimbursement to Developer contemplated by this Agreement shall come only from roadway impact fees collected by the Town from eligible development expenses as described in this Agreement within StarTrail and the additional service areas to be served by the Roadway CIP Projects as shown on **Exhibit C**, attached hereto. The reimbursement of roadway impact fees for any Roadway CIP Project shall cease when the amount tendered, through the reimbursement of collected roadway impact fees equals the total sum of the Right of Way and Easement Acquisition Costs and construction costs as defined above. Attached hereto and incorporated by reference is **Exhibit D**, which exhibit reflects the current proposed development of the Property by phases and anticipated roadway impact fees to be collected by Town and reimbursed to Developer by the Town.

5. **Timing of Reimbursement by the Town**. Roadway impact fees collected by the Town shall be reimbursed to Developer for eligible Roadway CIP Project costs as described above, based upon the order of the Town's acceptance of each particular Roadway CIP Project. For purposes of clarification, upon the Town's acceptance of the first Roadway CIP Project, Developer shall receive reimbursement of roadway impact fees collected by the Town until Developer is paid the full amount

eligible for reimbursement. If a second Roadway CIP Project is accepted by the Town prior to full reimbursement for the first Roadway CIP Project, no reimbursements shall be paid for the second Roadway CIP Project until reimbursement for the first Roadway CIP Project has been made in full.

6. **Obligation to Reimburse.** In the event that full reimbursement has not been made to Developer by the Town after the expiration of ten (10) years from the date of acceptance of the final Roadway CIP Project for StarTrail, as reflected in the Roadway CIP and as contemplated by this Agreement, the Town shall endeavor to reimburse Developer from general roadway impact fees collected by the Town.

7. **Existing Agreements and Their Applicability.** (a) The Property, or a portion thereof, is subject to existing Impact Fee Credit Agreements entitled the "Agreement Between the Town of Prosper, Texas and Prosper Joint Venture, LTD. Parcel 40-15" and the "Agreement Between the Town of Prosper, Texas and 183 Land Corporation, Inc. Parcel 40-17. These Credit Agreements are filed in Collin County as Instruments 20060425000545740 and 20060425000545750, respectively.

(b) The Town and Developer hereby acknowledge and agree that the Town will collect impact fees for the construction of residential units located within the existing Credit Agreement areas which are shown on **Exhibit E**. These impact fees will then be reimbursed to Developer in accordance with this Agreement for the construction of the CIP roadways.

(c) The total amount of Roadway Impact Fees collected from residential units within the Credit Agreement Area and then reimbursed to the Developer per this Agreement shall be deducted from the combined total original amount of the Credit Agreements. Based upon the current Roadway Impact Fee, this amount is estimated to be \$454,694.00.

8. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of StarTrail, which party (or parties) shall have the option to construct any Roadway CIP Projects located in such portions.

9. **Default.** If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days' written notice to comply from Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

(a) to refuse to accept any public improvements as to the applicable portion of StarTrail to which the default relates; and/or

(b) to construct and/or complete the Roadway CIP Projects and to recover any and all costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all reasonable attorney's fees and costs associated therewith; and/or

(c) to seek specific enforcement of this Agreement.

In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement and/or bring suit to recover any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies.

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

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

12. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper, Texas
P.O. Box 307
Prosper, Texas 75078
Attn: Town Manager's Office

If to the Developer: George Mitchell
Assistant Treasurer
Blue Star Development Corporation
8000 Warren Parkway, Suite 100
Frisco, Tx 75034

With a copy to:

Scott Shipp
8000 Warren Parkway, Suite 100
Frisco, Tx 75034

13. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its

reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

17. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

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

19. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

20. **Notification of Sale or Transfer.** The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

21. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and

represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

23. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to a Roadway CIP Project is completed and all improvements, as contemplated herein, have been accepted by the Town, Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless Town and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable developer, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such developer is legally responsible, in its/their performance of this Agreement, including but not limited to, the construction of the Roadway CIP Projects contemplated herein (hereinafter "claims"). Developer is expressly required to defend the Town against all such claims arising under this Agreement, and the Town is required to reasonably cooperate and assist developer(s) in providing such defense.

24. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense counsel within seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

25. **Survival.** Paragraph 23, "Indemnification," shall survive the termination of this Agreement.

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

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

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

29. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

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

31. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$5,000.00 within ten (10) days upon receipt of an invoice of same from Prosper.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

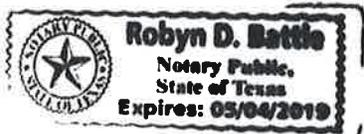
THE TOWN OF PROSPER, TEXAS

By: [Signature]
Name: Harlan Jefferson
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 13th day of December, 2016, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

[Signature]
Notary Public, State of Texas



**BLUE STAR DEVELOPMENT COMPANY, a
Texas Corporation**

By: George Mitchell
George Mitchell
Title: Assistant Treasurer

STATE OF TEXAS)
COUNTY OF Collin)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared George Mitchell, Assistant Treasurer of Blue Star Development Company, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this 9th day of December, 2016.

[Signature]
Notary public in and for the State of Texas
My commission expires: 2-10-18

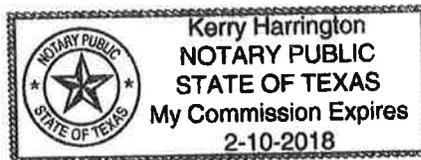


EXHIBIT A
(Property Legal Description)

(SEE NEXT 6 PAGES)

EXHIBIT "A"
LEGAL DESCRIPTION
STAR TRAIL
758.837 ACRES

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147, Collin County, Texas, the J.M. DURRETT SURVEY, ABSTRACT NO. 350, and the LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being all of that tract of land conveyed to Blue Star Allen Land, LP, according to the document filed of record in Document Number 2011230001411880, Deed Records, Collin County, Texas, and being all of that tract of land conveyed to Blue Star Allen Land, LP, and described as Parcel II, according to the document filed of record in Document Number 2011063000676920, Deed Records, Collin County, Texas, and being part of that tract of land conveyed to Blue Star Allen Land, LP, and described as Parcel III, according to the document filed of record in Document Number 2011063000676920, Deed Records, Collin County, Texas, and all of that tract of land conveyed to Blue Star Allen Land, LP, and described as Parcel IV, according to the document filed of record in Document Number 2011063000676920, Deed Records, Denton County, Texas, and being part of that tract of land conveyed to 183 Land Corporation, Inc., and described as Tract Two, according to the document filed of record in Document Number 97-0005168, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in West 1st Street, for the southwest corner of said Parcel III tract, from which a 5/8 inch iron rod with a yellow plastic cap stamped "HUITT ZOLLARS" bears North 00° 07' 36" East, 36.17 feet;

THENCE South 89° 37' 07" West, along said road and south line of said Parcel III tract, a distance of 1,332.56 feet to a 1/2 inch iron rod found for corner;

THENCE South 89° 26' 30" West, continuing with said road and with the south line of the above mentioned Blue Star Allen Land, LP tract, filed in Document Number 2011230001411880, a distance of 1,285.03 feet to a 1/2 inch iron rod found for corner;

THENCE Leaving said road and said south line and with the common line of said Blue Star Allen Land, LP tract and a tract of land conveyed to Nickey L. James, Et Ux, according to the documents file of record in Volume 1084, Page 862, and Volume 1891, Page 638, Deed Records, Collin County, Texas, the following three (3) courses and distances:

North 00° 14' 07" West, a distance of 933.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 89° 39' 36" West, a distance of 497.95 feet to a 1/2 inch iron rod found for corner;

South 00° 20' 03" East, a distance of 930.34 feet to a 1/2 inch iron rod found for corner;

THENCE North 89° 30' 37" West, with the south line of the above mentioned Blue Star Allen Land, LP tract, a distance of 1,383.18 to a 1/2 inch iron rod with a yellow plastic cap stamped

“DAA” set in County Road 6, also known as North Legacy Drive, from which a 1/2 inch iron rod bears South 86° 26' 04" East, 19.13 feet;

THENCE North 00° 15' 31" East, leaving said south line and with said North Legacy Drive and with the west line of said Blue Star Allen Land, LP tract, being common with the east line of the above mentioned Parcel IV, a distance of 429.62 feet to a 1/2 inch iron rod found for the most easterly, southeast corner of said Parcel IV, being common with the most northerly northeast corner of that tract of land conveyed to Quorum Legacy Partners, LP, according to the document recorded in Document Number 200700091811, Deed Records, Denton County, Texas, from which a monument stamped “DAA 109” bears South 08° 29' 04" West, 160.47 feet;

THENCE Leaving said common corner, and with the common line of said Parcel IV and said Quorum Legacy Partners, LP tract, the following ten (10) courses and distances:

North 89° 52' 20" West, leaving said common line, a distance of 367.55 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 00° 07' 57" West, a distance of 540.00 feet to a 1/2 inch iron rod found for corner;

North 89° 52' 13" West, a distance of 499.79 feet to a 1/2 inch iron rod found for corner;

South 00° 07' 15" West, a distance of 625.72 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 68° 55' 18" West, a distance of 121.47 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 15° 46' 02" East, a distance of 126.29 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 16° 41' 05" East, a distance of 129.09 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 23° 29' 06" East, a distance of 40.02 feet to a 1/2 inch iron rod found for corner;

South 68° 38' 56" East, a distance of 35.38 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 22° 58' 04" East, a distance of 79.51 feet to a 1/2 inch iron rod with a red plastic cap stamped “PEISER SURVEYING” found in Fishtrap Road, a variable width right-of-way, for the most southerly, southeast corner of the above mentioned Parcel IV, being common with the southwest corner of said Quorum Legacy Partners, LP tract;

THENCE South 66° 45' 09" West, with said Fishtrap Road, a distance of 788.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for the most southerly, southwest corner of said Parcel IV, being common with the southeast corner of that tract of land conveyed to Mav

Partners, LLC, and described as Tract Three, according to the document filed of record in Document Number 201400063637, Deed Records, Denton County, Texas;

THENCE North 01° 12' 29" West, leaving said common corner and said Fishtrap Road, with the east line of said Tract Three, passing at a distance of 53.74 feet, a 1/2 inch iron rod with a yellow plastic cap stamped "ARTHUR SURVEY" found, and continuing in all for a total distance of 351.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for an interior ell corner of said Parcel IV, being common with the northeast corner of said Tract Three;

THENCE North 74° 40' 20" West, leaving said common corner and with the north line of said Tract Three, a distance of 166.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the east line of that tract of land conveyed to Mav Partners, LLC, and described as Tract One of the above mentioned document filed of record in Document Number 201400063637, for an interior ell corner of said Parcel IV, being common with the northwest corner of said Tract Three;

THENCE North 00° 38' 53" East, leaving said common corner and with said east line, a distance of 350.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for an interior ell corner of said Parcel IV, being common with the northeast corner of said Tract One;

THENCE South 89° 40' 08" West, leaving said common corner and with the north line of said Tract One, passing at a distance of 240.90 feet, a 1/2 inch iron rod with a yellow plastic cap stamped "ARTHUR SURVEYING" found, and continuing in all for a total distance of 386.47 feet to a 1/2 inch iron rod with a yellow plastic cap "ARTHUR SURVEYING" found for the most westerly, southwest corner of said Parcel IV, being common with the northwest corner of said Tract One, said being the southeast corner of that tract of land conveyed to Church of Celebration Metro, Inc., according to the document filed of record in Document Number 201400056866, Deed Records, Denton County, Texas;

THENCE North 00° 02' 31" West, a distance of 423.26 feet to a 1/2 inch iron rod with a red plastic cap found in the east line of said Church of Celebration Metro, Inc. tract, being common with the west line of said Parcel IV;

THENCE North 00° 12' 44" East, continuing with said west line, passing at a distance of 1,238.36 feet, a 5/8 inch iron rod with a yellow plastic cap stamped "PETITT" found, and passing at a distance of 344.99 feet, a 1/2 inch iron rod with a yellow plastic cap stamped "PETITT 4087" found, and continuing in all for a total distance of 5,276.93 feet to a 5/8 inch iron rod found for in Prosper Trail, (CR 4), variable width right-of-way, for the northwest corner of said Parcel IV, being common with the northeast corner of that tract of land conveyed to G&R STX Investments, LLC, according to the document filed of record in Document Number 200900144801, Deed Records, Denton County, Texas;

THENCE North 89° 22' 03" East, leaving said common corner and with said Prosper Trail, a distance of 992.86 feet to a 1/2 inch iron rod with a red plastic cap found in the south line of that tract of land conveyed to The Leonard and Norma E. McCasland Revocable Living Trust, according to the document filed of record in Volume 4683, Page 1919, Deed Records, Denton

County, Texas, for a north corner of said Parcel IV, being common with the northwest corner of that tract of land conveyed to Legacy Prosper, LLC, according to the document filed of record in Document Number 2016-27603, Deed Records, Denton County, Texas;

THENCE Leaving said Prosper Trail and said common corner, with the common line of said Parcel IV and said Legacy Prosper, LLC tract, the following four (4) courses and distances:

South 00° 39' 42" East, a distance of 346.04 feet to a 1/2 inch iron rod found for corner;

South 89° 15' 31" East, a distance of 311.16 feet to a 1/2 inch iron rod found for corner;

South 00° 42' 00" West, a distance of 924.93 feet to a 1/2 inch iron rod found for corner;

South 89° 16' 19" East, a distance of 806.37 feet to a 1/2 inch iron rod with a red plastic cap found in the above mentioned North Legacy Drive, being common with the west line of the above mentioned Parcel II, for the northeast corner of the above mentioned Parcel IV, being common with the southeast corner of the above mentioned Legacy Prosper, LLC tract;

THENCE North 00° 15' 30" East, leaving said common corner and with said common line, a distance of 506.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the northwest corner of said Parcel II, being common with the southwest corner of a tract of land conveyed to The Davidson Family Living Trust, and described as Tract 3, according to the document filed of record in Document Number 20060814001158840, Deed Records, Collin County, Texas;

THENCE North 89° 51' 58" East, a distance of 869.16 to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the west line of the above mentioned Blue Star Allen Land, LP tract, filed in Document Number 20111230001411880, for the southeast corner of said The Davidson Family Living Trust tract;

THENCE North 00° 09' 35" West, with the east line of said The Davidson Family Living Trust tract, a distance of 1,001.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in County Road 4, also known as Prosper Trail, and north line of said Blue Star Allen Land, LP tract;

THENCE Along said Prosper Trail and with said north line, the following six (6) courses and distances:

North 89° 27' 35" East, passing at a distance of 713.08 feet, an iron rod found, and passing at a distance of 332.97 feet, a 5/8 inch iron rod found, and continuing for a total distance of 1,454.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron rod found bears South 00° 21' 57" West, 1.14 feet;

South 00° 29' 40" East, a distance of 22.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North $89^{\circ} 27' 20''$ East, continuing along said lines, a distance of 1,611.87 feet to a 5/8 inch iron rod found for the common northeast corner of said Blue Star Allen Land, LP tract and northwest corner of the above mentioned Tract Two;

North $89^{\circ} 28' 36''$ East, a distance of 373.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving the above mentioned north line, over and across the above mentioned Tract Three, the above mentioned Tract Two, and the above mentioned Parcel III, the following eleven (11) courses and distances:

South $00^{\circ} 29' 56''$ East, a distance of 174.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South $03^{\circ} 18' 54''$ West, a distance of 150.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South $00^{\circ} 29' 56''$ East, a distance of 527.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle $34^{\circ} 04' 24''$, a radius of 1,055.00 feet and a chord bearing and distance of South $17^{\circ} 32' 08''$ East, 618.19 feet;

With said curve to the left, an arc distance of 627.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South $34^{\circ} 34' 20''$ East, a distance of 153.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle $34^{\circ} 04' 24''$, a radius of 1,145.00 feet and a chord bearing and distance of South $17^{\circ} 32' 08''$ East, 670.93 feet;

With said curve to the right, an arc distance of 680.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South $00^{\circ} 29' 56''$ East, a distance of 474.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the right having a central angle of $14^{\circ} 51' 53''$, a radius of 1,145.00 feet and a chord bearing and distance of South $06^{\circ} 56' 00''$ West, 296.22 feet;

With said curve to the right, an arc distance of 297.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South $14^{\circ} 21' 57''$ West, a distance of 575.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle $05^{\circ} 21' 33''$, a radius of 1,145.00 feet and a chord bearing and distance of South $17^{\circ} 02' 43''$ West, 107.06 feet;

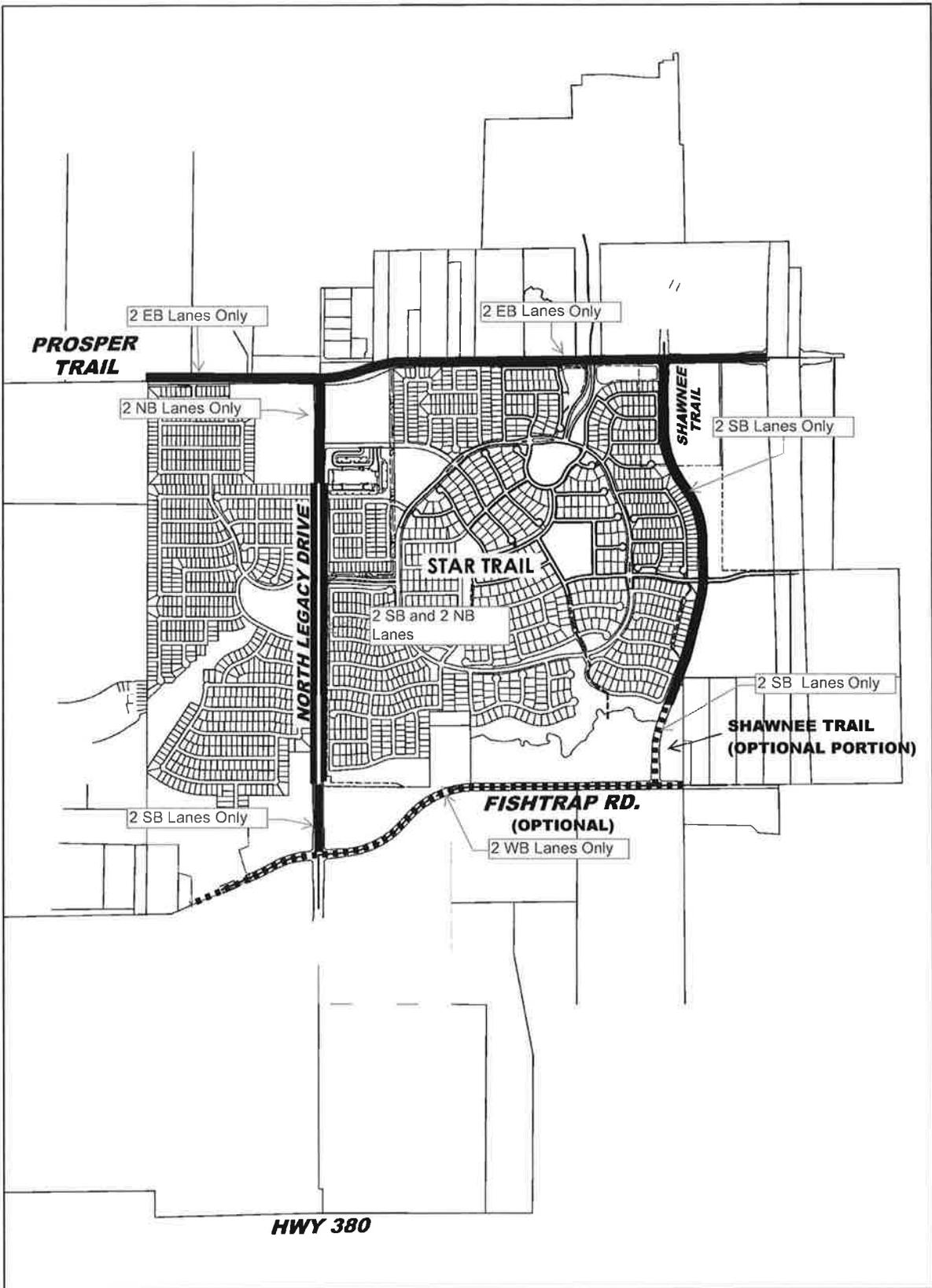
With said curve to the right, an arc distance of 107.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 19° 43' 29" West, a distance of 278.71 feet to a 1/2 inch iron rod found for the northwest corner of a tract of land conveyed to Marilyn Richter Cowley, and described as Tract 1, according to the document filed of record in Document Number 199440816000767470, Deed Records, Collin County, Texas;

THENCE South 00° 04' 41" West, with the common east line of the above mentioned Parcel III and west line of said Tract 1, a distance of 1,326.36 feet to the **POINT OF BEGINNING** and containing 758.837 acres of land, more or less.

EXHIBIT B
(Roadway CIP Projects to be Constructed by Developer)

(SEE NEXT PAGE)



THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT NECESSARILY DEPICT THE PROJECT AS IT SHALL FINALLY BE DEVELOPED

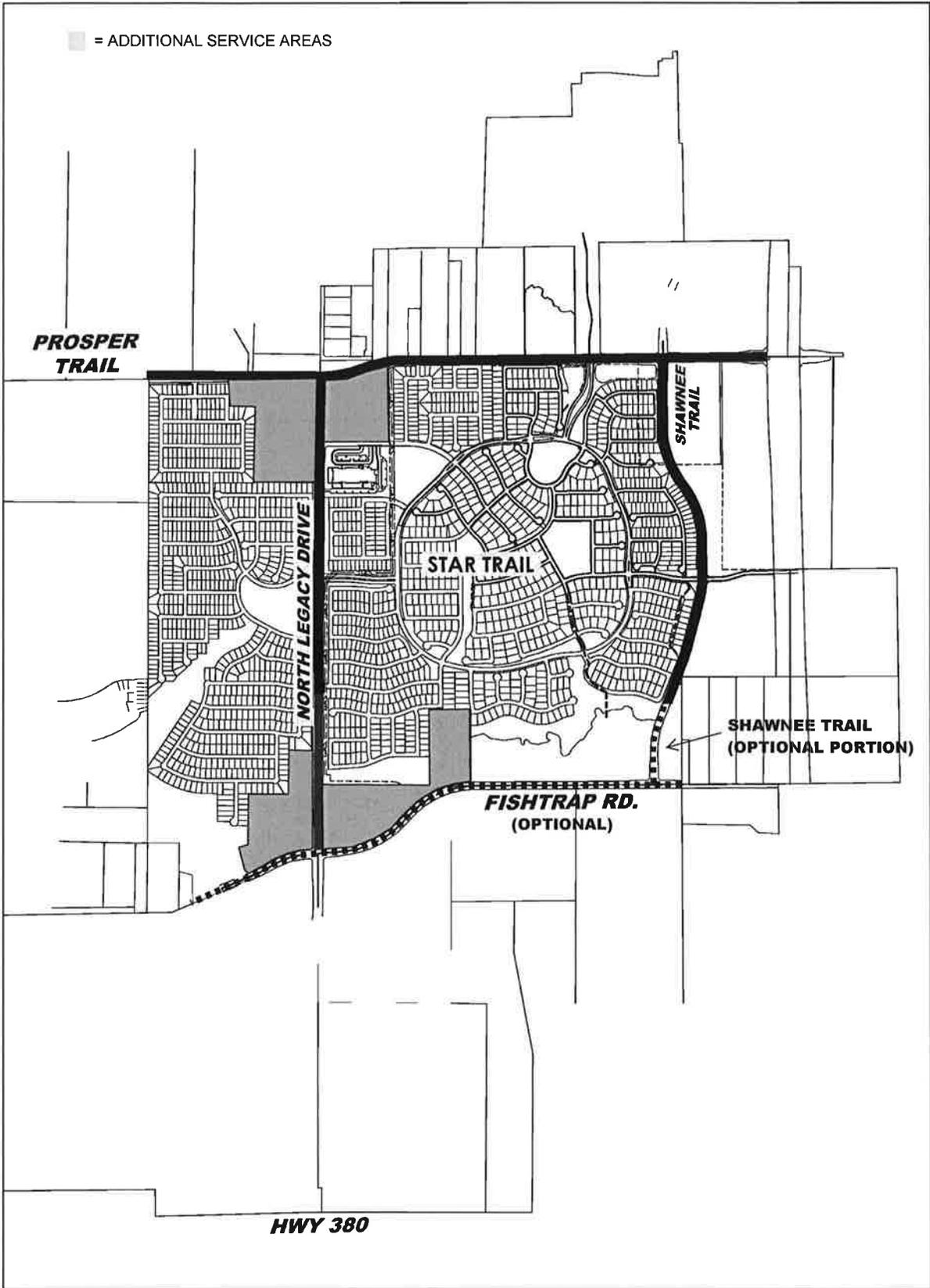


EXHIBIT "B"
ROAD CIP PROJECTS
STAR TRAIL
PROSPER, TEXAS

 DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 | Plano, Texas 75093 | 972-931-0994

EXHIBIT C
(Additional Service Areas)

(SEE NEXT PAGE)



THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT NECESSARILY DEPICT THE PROJECT AS IT SHALL FINALLY BE DEVELOPED

EXHIBIT "C"
ROAD CIP PROJECTS

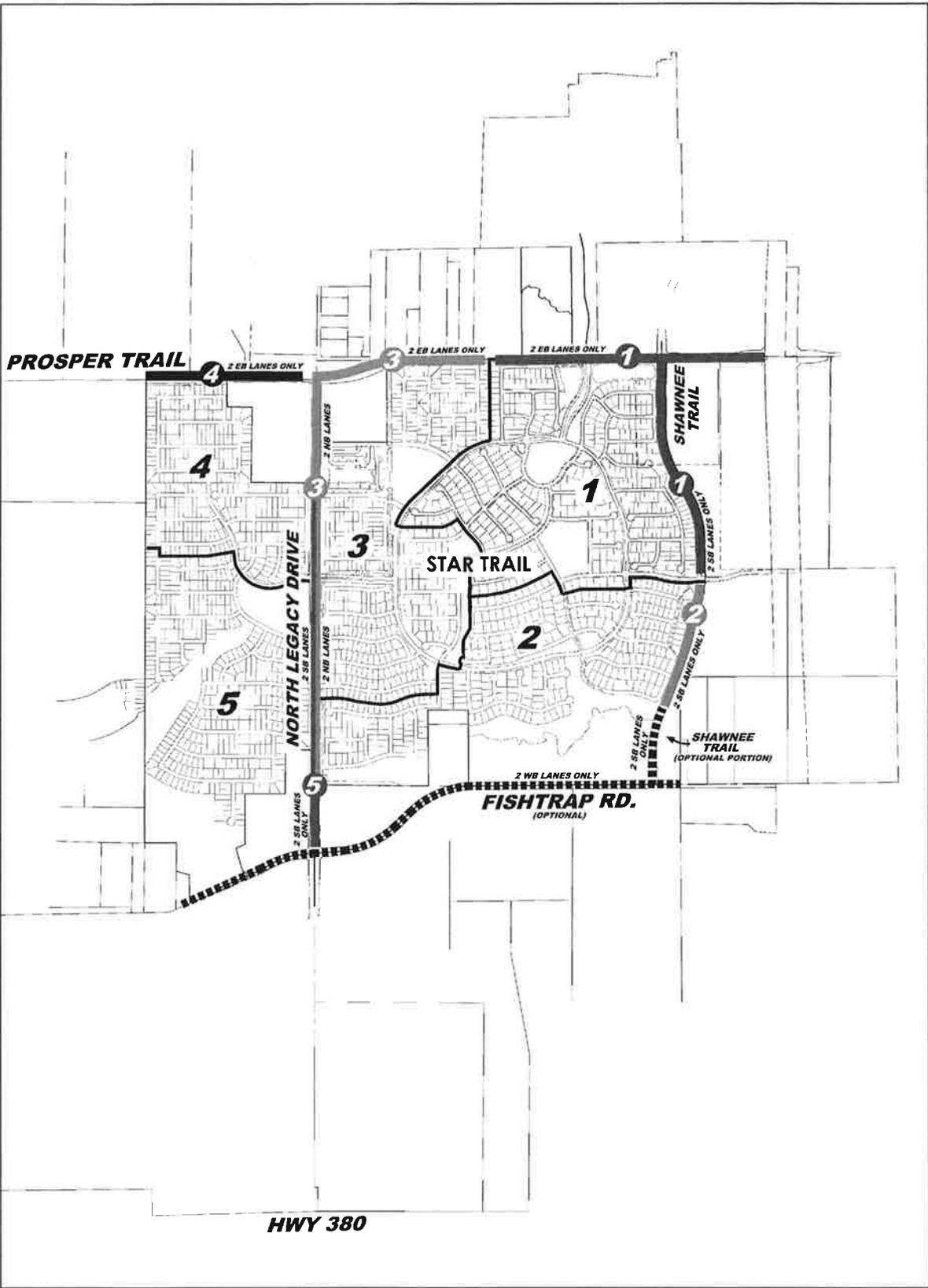
STAR TRAIL
PROSPER, TEXAS



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

EXHIBIT D
(Anticipated Phasing of Development and Projected Roadway Impact Fees)

(SEE NEXT 2 PAGES)



THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT NECESSARILY DEPICT THE PROJECT AS IT SHALL FINALLY BE DEVELOPED

EXHIBIT "D"
 ROAD CIP PROJECTS
STAR TRAIL
 PROSPER, TEXAS



DOWDEY, ANDERSON & ASSOCIATES, INC.
 5225 Virgo Creek Blvd, Suite 201, Plano, Texas 75093 972.937.0697

Villages of StarTrail, Prosper, TX Roadway Capital Improvement Projects

Development Phase	Lot Counts	Estimated CIP Roadway Cost	Impact Fees Available (\$3,727/lot)
1	394	\$1,950,000	\$1,468,438
2	340	\$375,000	\$1,267,180
3	386	\$2,355,000	\$1,438,622
4	340	\$1,005,000	\$1,267,180
5	410	\$630,000	\$1,528,070
<hr/>			
	1870	\$6,315,000	\$6,969,490

Note: Phasing projections are based upon current estimates and are subject to change at any time due to economic or other conditions.

EXHIBIT E
(Existing Credit Agreement Areas)

(SEE NEXT PAGE)

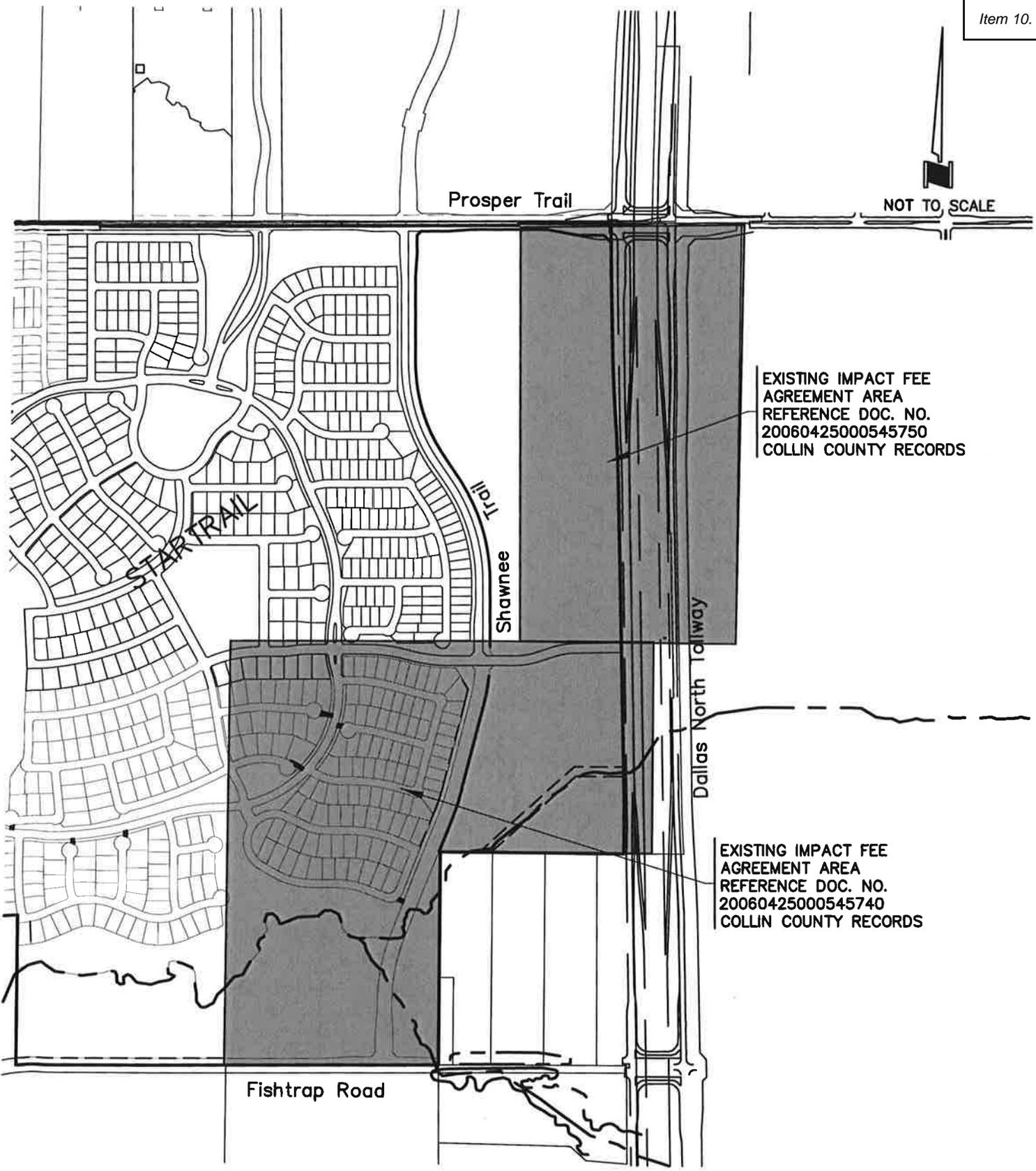


EXHIBIT "E"
EXISTING IMPACT FEE AGREEMENT AREAS
STARTRAIL
PROSPER, TEXAS
Page 26 of 26



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Planned Development Ordinance for Prosper Oaks

Town Council Meeting – December 9, 2025

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

Agenda Item:

Consider and act upon an Ordinance to rezone 373.5± acres from Agricultural (A) to Planned Development-134 (PD-134), located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022)

Description of Agenda Item:

On October 14, 2025, the Town Council approved the proposed rezoning request by a vote of 6-1. An ordinance has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attachments:

1. Ordinance
2. Ordinance Exhibits

Town Staff Recommendation:

Town Staff recommend the Town Council approve of an Ordinance to rezone 373.5± acres from Agricultural (A) to Planned Development-134 (PD-134), located on the south side of Parvin Road and 2,070± feet east of FM 1385.

Proposed Motion:

I move to approve/deny an Ordinance to rezone 373.5± acres from Agricultural (A) to Planned Development-134 (PD-134), located on the south side of Parvin Road and 2,070± feet east of FM 1385.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROPSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 373.5 ACRES, MORE OR LESS, SITUATED IN THE L. RUE SURVEY, ABSTRACT 1110, H. RUE SURVEY, ABSTRACT 1111, B. RUE SURVEY, ABSTRACT 1113, P.R. RUE SURVEY, ABSTRACT 1555, C. JACKSON SURVEY, ABSTRACT 1546, F. WILKERSON SURVEY, ABSTRACT 1411, J. MORTON SURVEY, ABSTRACT 793, J. TEETER SURVEY, ABSTRACT 1262, IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, FROM AGRICULTURAL (A) TO PLANNED DEVELOPMENT-134 (PD-134), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-24-0022) from Mike Boswell ("Applicant"), to rezone 373.5 acres of land, more or less, L. Rue Survey, Abstract 1110, H. Rue Survey, Abstract 1111, B. Rue Survey, Abstract 1113, P.R. Rue Survey, Abstract 1555, C. Jackson Survey, Abstract 1546, F. Wilkerson Survey, Abstract 1411, J. Morton Survey, Abstract 793, J. Teeter Survey, Abstract 1262, in the Town of Prosper, Denton County, Texas, and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes; and

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

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

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

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 373.5 acres of

land, more or less, in the L. Rue Survey, Abstract 1110, H. Rue Survey, Abstract 1111, B. Rue Survey, Abstract 1113, P.R. Rue Survey, Abstract 1555, C. Jackson Survey, Abstract 1546, F. Wilkerson Survey, Abstract 1411, J. Morton Survey, Abstract 793, J. Teeter Survey, Abstract 1262, Town of Prosper, Denton County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-134 and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Development Standards, attached hereto as Exhibit C; (2) the Conceptual Plan, attached hereto as Exhibit D; (3) the West Tract Block Layout, attached hereto as Exhibit D-1; (4) the Conceptual Elevations, attached hereto as Exhibit F; (5) the Architectural Styles, attached hereto as Exhibit F; (6) the Landscape, Open Space, and Trail Plan, attached hereto as Exhibit G; (7) the Inspirational Images, attached hereto as Exhibit H, all of which are incorporated herein for all purposes as if set forth verbatim.

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 9TH DAY OF DECEMBER, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis-Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A-1: WRITTEN METES AND BOUNDS
ZONE-24-0022

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaijanjanya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract and said Parvin Road, a distance of 1,610.43 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°39'42" West, departing said northerly line, along the westerly line of said 155.903-acre tract, the easterly line of said Sutton Fields Phase 4A, the easterly line of a called 1.000 acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398 acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-67775, said Official Records, the easterly line of a called 0.366 acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19369, said Official Records, and continuing along said Parvin Road, a distance of 944.52 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'31" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,163.72 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°15'56" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, and along the northerly line of said 155.903-acre tract, a distance of 180.59 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 33°01'08", and a chord bearing and distance of South 72°46'30" East, 198.92 feet;

THENCE in an easterly direction, continuing along the northerly line of said 155.903-acre tract and the southerly line of said 109.926-acre tract, with said tangent curve to the left, an arc distance of 201.70 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.80 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an "X" cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;
South 03°30'00" East, a distance of 88.33 feet to a point for corner;
South 36°30'00" East, a distance of 126.60 feet to a point for corner;
South 46°00'00" West, a distance of 143.43 feet to a point for corner;
South 03°30'00" East, a distance of 96.44 feet to a point for corner;
South 39°30'00" East, a distance of 67.58 feet to a point for corner;
North 82°30'00" East, a distance of 89.32 feet to a point for corner;
South 73°30'00" East, a distance of 61.35 feet to a point for corner;
South 03°30'00" East, a distance of 80.35 feet to a point for corner;
South 44°30'00" West, a distance of 98.69 feet to a point for corner;
South 68°00'00" West, a distance of 162.38 feet to a point for corner;
South 42°30'00" West, a distance of 146.51 feet to a point for corner;
South 05°30'00" East, a distance of 79.52 feet to a point for corner;
South 53°30'00" East, a distance of 96.87 feet to a point for corner;
South 18°00'00" East, a distance of 161.60 feet to a point for corner;
South 20°00'00" West, a distance of 148.19 feet to a point for corner;
South 15°00'00" West, a distance of 172.18 feet to a point for corner;
South 33°30'00" West, a distance of 286.52 feet to a point for corner;
South 49°00'00" West, a distance of 92.68 feet to a point for corner;
North 86°30'00" West, a distance of 86.67 feet to a point for corner;
South 51°00'00" West, a distance of 46.11 feet to a point for corner;
South 12°00'00" West, a distance of 183.60 feet to a point for corner;
South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;
 South 74°30'00" West, a distance of 83.62 feet to a point for corner;
 South 32°30'00" West, a distance of 99.40 feet to a point for corner;
 South 03°00'00" West, a distance of 103.89 feet to a point for corner;
 South 46°00'00" East, a distance of 51.34 feet to a point for corner;
 North 78°30'00" East, a distance of 112.64 feet to a point for corner;
 South 83°30'00" East, a distance of 109.64 feet to a point for corner;
 South 20°30'00" East, a distance of 123.94 feet to a point for corner;
 South 37°00'00" West, a distance of 84.31 feet to a point for corner;
 South 75°30'00" West, a distance of 201.74 feet to a point for corner;
 South 44°30'00" West, a distance of 137.72 feet to a point for corner;
 South 86°30'00" West, a distance of 242.05 feet to a point for corner;
 South 62°30'00" West, a distance of 215.47 feet to a point for corner;
 North 89°00'00" West, a distance of 124.44 feet to a point for corner;
 South 77°30'00" West, a distance of 146.53 feet to a point for corner;
 South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described In a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.52 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2 inch iron rod (bent) found for witness bears South 32°24' East, 3.95 feet;

THENCE North 00°13'47" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'20" West, a distance of 25.71 feet to a point for corner;
South 62°22'50" West, a distance of 74.71 feet to a point for corner;
South 63°16'30" West, a distance of 46.88 feet to a point for corner;
South 60°27'30" West, a distance of 36.25 feet to a point for corner;
South 59°53'21" West, a distance of 29.79 feet to a point for corner;
South 56°31'23" West, a distance of 28.94 feet to a point for corner;
South 53°35'37" West, a distance of 60.89 feet to a point for corner;
South 50°17'02" West, a distance of 31.83 feet to a point for corner;
South 46°18'29" West, a distance of 31.30 feet to a point for corner;
South 44°23'27" West, a distance of 33.07 feet to a point for corner;
South 40°37'06" West, a distance of 32.29 feet to a point for corner;
South 78°39'26" West, a distance of 42.01 feet to a point for corner;
North 68°40'40" West, a distance of 41.63 feet to a point for corner;
South 71°30'22" West, a distance of 47.59 feet to a point for corner;
South 39°08'53" West, a distance of 42.46 feet to a point for corner;
South 21°42'51" West, a distance of 42.39 feet to a point for corner;
South 27°16'51" West, a distance of 36.07 feet to a point for corner;
South 35°37'20" West, a distance of 35.68 feet to a point for corner;
South 32°14'30" West, a distance of 37.49 feet to a point for corner;
South 25°12'19" West, a distance of 85.30 feet to a point for corner;
South 46°44'43" West, a distance of 42.18 feet to a point for corner;
South 71°49'19" West, a distance of 42.89 feet to a point for corner;
South 87°47'15" West, a distance of 47.42 feet to a point for corner;
North 78°43'04" West, a distance of 45.72 feet to a point for corner;

North 57°26'44" West, a distance of 44.71 feet to a point for corner;
North 47°21'40" West, a distance of 45.17 feet to a point for corner;
North 41°16'31" West, a distance of 44.92 feet to a point for corner;
North 79°16'21" West, a distance of 46.36 feet to a point for corner;
South 61°42'18" West, a distance of 42.39 feet to a point for corner;
South 00°00'15" East, a distance of 45.45 feet to a point for corner;
South 21°42'40" East, a distance of 44.11 feet to a point for corner;
South 33°02'14" East, a distance of 45.17 feet to a point for corner;
South 46°40'29" East, a distance of 44.26 feet to a point for corner;
South 31°27'40" East, a distance of 38.89 feet to a point for corner;
South 13°15'46" West, a distance of 44.03 feet to a point for corner;
South 26°26'42" West, a distance of 49.23 feet to a point for corner;
South 24°34'46" West, a distance of 57.69 feet to a point for corner;
South 32°19'05" West, a distance of 44.83 feet to a point for corner;
South 45°22'04" West, a distance of 49.31 feet to a point for corner;
South 15°04'50" West, a distance of 44.34 feet to a point for corner;
South 12°20'13" West, a distance of 47.05 feet to a point for corner;
South 51°32'28" East, a distance of 47.72 feet to a point for corner;
South 55°22'11" East, a distance of 46.41 feet to a point for corner;
South 49°57'31" East, a distance of 45.99 feet to a point for corner;
South 55°16'13" East, a distance of 45.45 feet to a point for corner;
South 49°03'34" East, a distance of 25.79 feet to a point for corner;
South 23°24'33" East, a distance of 45.63 feet to a point for corner;
South 10°19'26" West, a distance of 47.19 feet to a point for corner;
South 25°15'31" West, a distance of 48.85 feet to a point for corner;
South 21°39'38" West, a distance of 44.51 feet to a point for corner;

South 28°24'12" West, a distance of 26.50 feet to a point for corner;

South 55°15'13" West, a distance of 49.81 feet to a point for corner;

South 75°22'27" West, a distance of 44.43 feet to a point for corner;

South 69°07'42" West, a distance of 44.61 feet to a point for corner;

South 49°23'46" West, a distance of 41.71 feet to a point for corner;

South 06°59'20" East, a distance of 46.31 feet to a point for corner;

South 35°52'00" East, a distance of 46.30 feet to a point for corner;

South 32°07'08" East, a distance of 49.72 feet to a point for corner;

South 14°51'13" East, a distance of 44.18 feet to a point for corner;

South 28°25'05" West, a distance of 42.52 feet to a point for corner;

South 67°49'28" West, a distance of 46.70 feet to a point for corner;

South 79°32'24" West, a distance of 40.33 feet to a point for corner;

South 81°36'49" West, a distance of 49.95 feet to a point for corner;

South 78°01'15" West, a distance of 36.49 feet to a point for corner;

South 05°35'28" East, a distance of 47.80 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°37'47" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 193.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°33'27" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 516.01 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.59 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southerly southeast corner of said 189.695-acre tract, common to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and the southerly line of said 189.695-acre tract, a distance of 1,002.42 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°18'00" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.44 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°12'17" East, a distance of 978.51 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract, from which, a 5/8 inch iron rod found for witness bears North 11°17' West, 1.16 feet;

North 89°06'26" East, a distance of 471.46 feet to a 4 inch metal post found for an ell corner of said 189.695-acre tract, from which, a 1/2 inch iron rod found for witness bears North 02°24' East, 1.67 feet;

North 00°29'54" West, a distance of 720.64 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

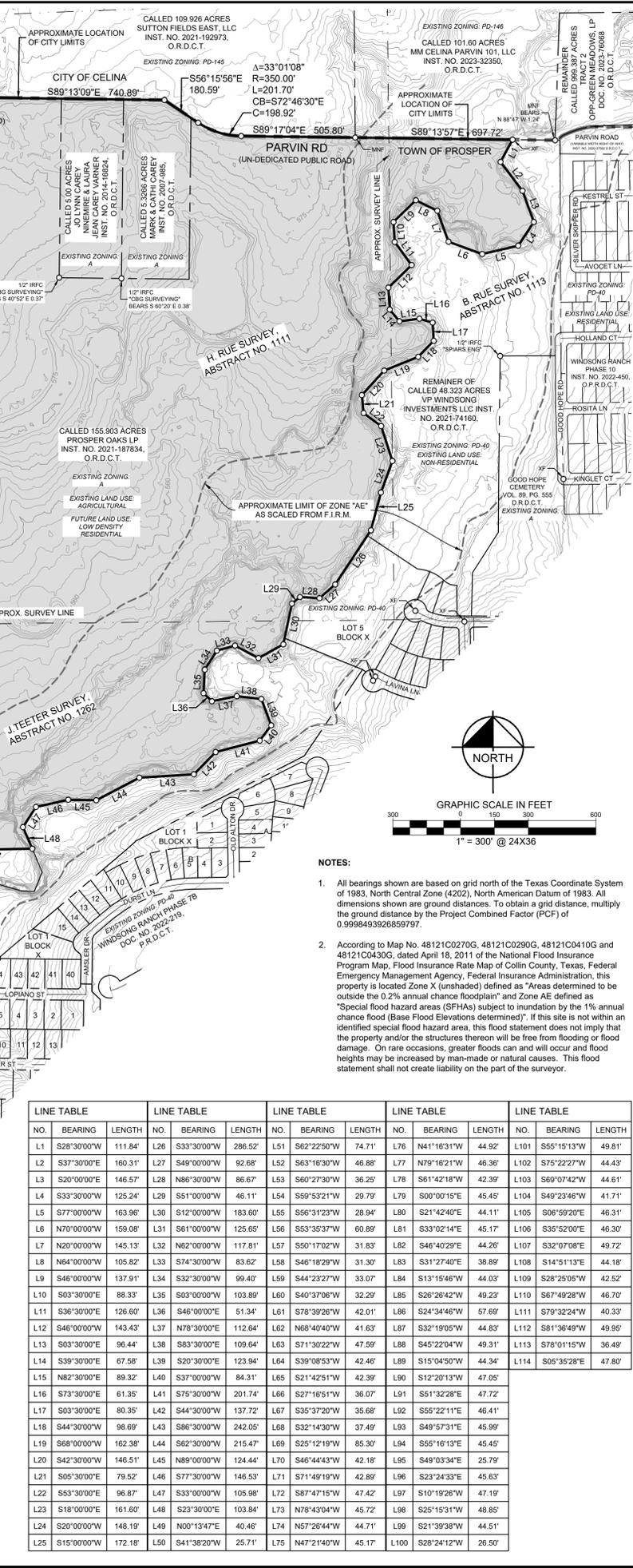
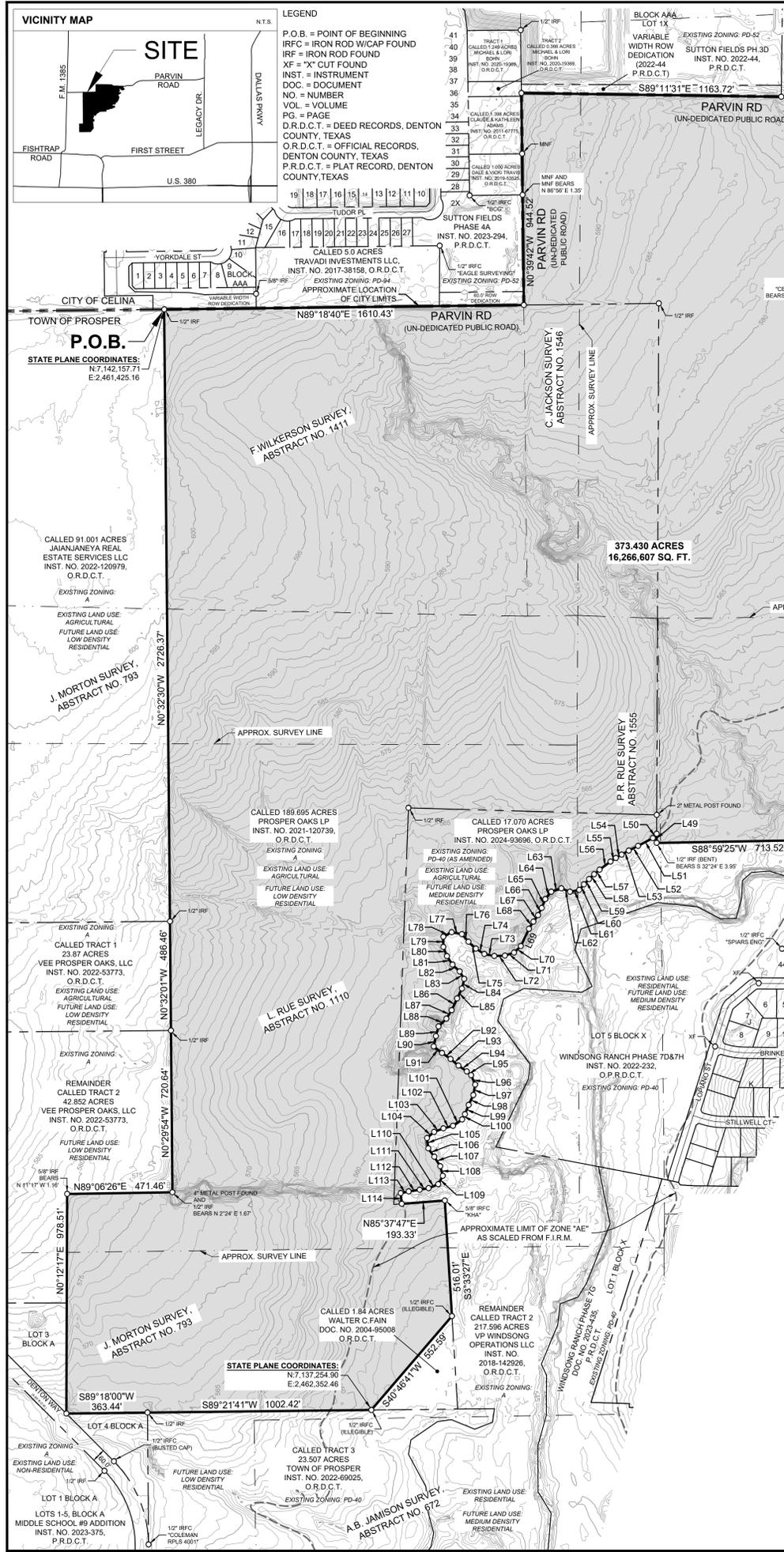
North 00°32'01" West, a distance of 486.46 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'30" West, a distance of 2,726.37 feet to the **POINT OF BEGINNING** and containing 16,266,607 square feet or 373.430 acres of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).


Sylviana Gunawan
 Registered Professional Land Surveyor No. 6461
 Kimley-Horn and Associates, Inc.
 6160 Warren Pkwy., Suite 210
 Frisco, Texas 75034
 Ph. 972-335-3580
 sylviana.gunawan@kimley-horn.com





DESCRIPTION OF PROPERTY:
 BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey, Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P. R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, said Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, said Official Records, Denton County, Texas, and all of a called 5.000-acre tract of land described in a deed to Jo Lynn Carey Nimmire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.326-acre tract of land described in a deed to Mark and Cathi Carey, as recorded in Instrument No. 2011-87775, said Official Records, and all of a called 17.070-acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93266, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northeast corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract and said Parvin Road, a distance of 1,610.43 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°39'42" West, departing said northerly line, along the westerly line of said 155.903-acre tract, the westerly line of said Sutton Fields Phase 4A, the easterly line of a called 1,000-acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398-acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-87775, said Official Records, the easterly line of a called 0.366-acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19869, said Official Records, and continuing along said Parvin Road, a distance of 944.52 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'31" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.000-acre tract, said 5.326-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-19273, said Official Records, a distance of 1,163.72 feet to the northernmost northeast corner of said 5.326-acre tract;

THENCE South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.000-acre tract, said 5.326-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.326-acre tract;

THENCE South 56°15'56" East, continuing along the northerly line of said 5.326-acre tract and the southerly line of said 109.926-acre tract, a distance of 180.59 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an "X" cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsor Investments LLC, recorded in Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsor Ranch Phase 4D, recorded in Instrument No. 2023-390, said Plat Records, Windsor Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner;
 South 37°30'00" East, a distance of 160.31 feet to a point for corner;
 South 20°00'00" East, a distance of 146.57 feet to a point for corner;
 South 33°30'00" West, a distance of 125.24 feet to a point for corner;
 South 77°00'00" West, a distance of 163.96 feet to a point for corner;
 North 70°00'00" West, a distance of 159.08 feet to a point for corner;
 North 20°00'00" West, a distance of 145.13 feet to a point for corner;
 North 64°00'00" West, a distance of 105.82 feet to a point for corner;
 South 46°00'00" West, a distance of 137.91 feet to a point for corner;
 South 03°30'00" East, a distance of 88.33 feet to a point for corner;
 South 36°30'00" East, a distance of 126.60 feet to a point for corner;
 South 46°00'00" West, a distance of 143.43 feet to a point for corner;
 South 03°30'00" East, a distance of 96.44 feet to a point for corner;
 South 39°30'00" East, a distance of 67.58 feet to a point for corner;
 North 62°30'00" East, a distance of 89.32 feet to a point for corner;
 South 73°30'00" East, a distance of 61.35 feet to a point for corner;
 South 03°30'00" East, a distance of 80.35 feet to a point for corner;
 South 44°30'00" West, a distance of 98.69 feet to a point for corner;
 South 68°00'00" West, a distance of 162.38 feet to a point for corner;
 South 42°30'00" West, a distance of 146.51 feet to a point for corner;
 South 05°30'00" East, a distance of 79.52 feet to a point for corner;
 South 53°30'00" East, a distance of 96.87 feet to a point for corner;
 South 18°00'00" East, a distance of 161.60 feet to a point for corner;
 South 15°00'00" West, a distance of 172.18 feet to a point for corner;
 South 33°30'00" West, a distance of 286.52 feet to a point for corner;
 South 49°00'00" West, a distance of 92.68 feet to a point for corner;
 North 86°30'00" West, a distance of 86.67 feet to a point for corner;
 South 51°00'00" West, a distance of 46.11 feet to a point for corner;
 South 12°00'00" West, a distance of 183.60 feet to a point for corner;
 South 61°00'00" West, a distance of 125.65 feet to a point for corner;
 North 62°00'00" West, a distance of 117.81 feet to a point for corner;
 South 74°30'00" West, a distance of 83.62 feet to a point for corner;

NOTES:
 1. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999849352659797.
 2. According to Map No. 48121C0270G, 48121C0290G, 48121C0410G and 48121C0430G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain and Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)". If 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.

LINE TABLE	LINE TABLE	LINE TABLE	LINE TABLE	LINE TABLE										
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S28°30'00" W	111.84	L26	S33°30'00" W	286.52	L51	S62°22'50" W	74.71	L76	N41°16'31" W	44.92	L101	S55°15'13" W	49.81
L2	S37°30'00" E	160.31	L27	S49°00'00" W	92.68	L52	S63°16'30" W	46.88	L77	N79°16'21" W	46.36	L102	S75°22'27" W	44.43
L3	S20°00'00" E	146.57	L28	N86°30'00" W	86.67	L53	S60°27'30" W	36.25	L78	S61°42'16" W	42.39	L103	S69°07'42" W	44.61
L4	S33°30'00" W	125.24	L29	S51°00'00" W	46.11	L54	S59°53'21" W	29.79	L79	S00°00'15" E	45.45	L104	S49°23'46" W	41.71
L5	S77°00'00" W	163.96	L30	S12°00'00" W	183.60	L55	S56°31'23" W	28.94	L80	S21°42'40" E	44.11	L105	S06°59'20" E	46.31
L6	N70°00'00" W	159.08	L31	S61°00'00" W	125.65	L56	S53°53'37" W	60.89	L81	S33°02'14" E	45.17	L106	S35°52'00" E	46.30
L7	N20°00'00" W	145.13	L32	N62°00'00" W	117.81	L57	S50°17'02" W	31.83	L82	S46°40'29" E	44.26	L107	S32°07'08" E	49.72
L8	N40°00'00" W	105.82	L33	S74°30'00" W	83.62	L58	S46°18'29" W	31.30	L83	S31°27'40" W	38.89	L108	S14°51'13" E	44.18
L9	S46°00'00" W	137.91	L34	S32°30'00" W	99.40	L59	S44°23'27" W	33.07	L84	S13°15'46" W	44.03	L109	S28°29'55" W	42.52
L10	S03°30'00" E	88.33	L35	S03°00'00" W	103.89	L60	S40°37'06" W	32.29	L85	S28°26'42" W	49.23	L110	S67°49'28" W	46.70
L11	S36°30'00" E	126.60	L36	S78°39'26" W	51.34	L61	S78°39'26" W	42.01	L86	S24°34'46" W	57.69	L111	S79°32'24" W	40.33
L12	S46°00'00" W	143.43	L37	N78°30'00" E	112.64	L62	N88°40'00" W	41.63	L87	S32°19'05" W	44.83	L112	S81°36'49" W	49.95
L13	S03°30'00" E	96.44	L38	S83°30'00" E	109.64	L63	S71°30'22" W	47.59	L88	S45°22'04" W	49.31	L113	S78°01'15" W	36.49
L14	S39°30'00" E	67.58	L39	S20°30'00" E	123.94	L64	S39°08'53" W	42.46	L89	S15°04'50" W	44.34	L114	S05°35'28" E	47.80
L15	N82°30'00" E	89.32	L40	S37°00'00" W	84.31	L65	S21°42'51" W	42.39	L90	S12°20'13" W	47.05			
L16	S73°30'00" E	61.35	L41	S75°30'00" W	201.74	L66	S27°16'51" W	36.37	L91	S51°32'28" E	47.72			
L17	S03°30'00" E	80.35	L42	S44°30'00" W	137.72	L67	S35°37'20" W	35.68	L92	S55°22'11" E	46.41			
L18	S44°30'00" W	98.69	L43	S86°30'00" W	242.05	L68	S32°14'30" W	37.49	L93	S49°57'31" E	45.99			
L19	S68°00'00" W	162.38	L44	S62°30'00" W	215.47	L69	S25°12'19" W	85.30	L94	S55°16'13" E	45.45			
L20	S42°30'00" W	146.51	L45	N89°00'00" W	124.44	L70	S46°44'43" W	42.18	L95	S49°03'34" E	25.79			
L21	S05°30'00" E	79.52	L46	S77°30'00" W	146.53	L71	S71°49'19" W	42.89	L96	S23°24'33" E	45.63			
L22	S53°30'00" E	96.87	L47	S33°00'00" W	105.98	L72	S87°47'15" W	47.42	L97	S10°19'26" W	47.19			
L23	S18°00'00" E	161.60	L48	S23°30'00" E	103.84	L73	N78°43'04" W	45.72	L98	S25°15'31" W	48.85			
L24	S20°00'00" W	148.19	L49	N00°134'7" E	40.46	L74	N57°26'44" W	44.71	L99	S21°39'38" W	44.51			
L25	S15°00'00" W	172.18	L50	S41°38'20" W	25.71	L75	N47°14'00" W	45.17	L100	S28°24'12" W	26.50			

EXHIBIT A-2: BOUNDARY EXHIBIT ZONE-24-0022 373.430 ACRES

L. RUE SURVEY, ABSTRACT NO. 1110; H. RUE SURVEY, ABSTRACT NO. 1111; B. RUE SURVEY, ABSTRACT NO. 1113; P. R. RUE SURVEY, ABSTRACT NO. 1555; C. JACKSON SURVEY, ABSTRACT NO. 1546; F. WILKERSON SURVEY, ABSTRACT NO. 1411; J. MORTON SURVEY, ABSTRACT NO. 793; J. TEETER SURVEY, ABSTRACT 1262

TOWN OF PROSPER, DENTON AND COLLIN COUNTY, TEXAS
 DATE PREPARED: 05/28/2025

Kimley»Horn
 6160 Warren Parkway, Suite 210
 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	GGL/SG	KHA	05/28/2025	068625036	1 OF 1

OWNER: Mark & Cathi Carey 15080 Parvin Road Prosper, Texas 75078 Ph: (214) 535-9452

OWNER: Sammie Carey 401 Navajo Trail Gainesville, Texas 76240 Ph: (972) 655-1069

OWNER: Prosper Oaks LP 9111 Cypress Waters Blvd. Suite 140 Coppell, Texas 75019 Ph: (937) 219-4987 Contact: Vijay Borra

DEVELOPER: Toll Southwest, LLC. 2555 SW Grapevine Parkway Grapevine, TX 76051 Ph: (817) 329-7973 Contact: Mike Boswell

ENGINEER: Kimley-Horn and Associates, Inc. 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Ph: (972) 335-3580 Contact: Casey Ross, P.E.

SYLVIANA GUNAWAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6461 6160 WARREN PARKWAY, SUITE 210 FRISCO, TEXAS 75034 PH. 972-335-3580 sylviana.gunawan@kimley-horn.com

Exhibit B: Statement of Intent
ZONE-24-0022
Prosper Oaks

Statement of Intent and Purpose

Toll Brothers is pleased to submit this Statement of Intent and Purpose for the master planned community Prosper Oaks which is generally located east of FM 1385, west of Windsong Ranch, north of Noles Road, and South of Parvin Road / Frontier Parkway.

Prosper Oaks will consist of approximately ±800 age-qualified and market rate residential lots situated on approximately 373.5 acres. The east portion of the community will consist of typical detached single family residential with community trail, pond, and amenity area amenities. The west portion is currently designed as a gated, age-qualified, detached single family housing for adults aged 55 and over. It will include an amenity center with a design that will focus on seniors, including, but not limited to, indoor meeting spaces, sports courts and medical office uses. The project will include active and passive amenities for the use of the Prosper Oaks and Prosper residents.

The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities. A development agreement is also contemplated to address offsite infrastructure needs to support the community in accordance with the Town's comprehensive plan.

ZONE-24-0022
EXHIBIT C
DEVELOPMENT REGULATIONS
(373.5107 acres; approx. 310.4 Net Acres)

- Conformance with the Town’s Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Regulations, the regulations of the Town’s Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance (Ordinance No. 17-41), as it exists or may be amended, shall apply.
 - In the event of a conflict between the Town’s Zoning Ordinance and this PD Ordinance, this PD Ordinance shall control. In the event of a conflict between these Development Regulations and the Concept Plan, these Development Regulations shall control.
1. **Development Plans:**
- a) Concept Plan: The property shall be developed in general accordance with the attached concept plan, set forth in **Exhibit D** (the “Concept Plan”), except as modified as provided herein. The Concept Plan shall satisfy all requirements under the Zoning Ordinance to submit/ approve a conceptual development plan for this PD and no further conceptual development plan, or approvals by the Planning & Zoning Commission or Town Council with respect to a conceptual development plan shall be required.
 - b) Landscape, Open Space and Trail Plan: The property shall be developed in general accordance with the attached Landscape, Open Space and Trail Plan, set forth in **Exhibit G** (the “Landscape, Open Space and Trail Plan”), except as modified as provided herein.
 - c) Changes of detail or amendments to the Concept Plan, the Landscape, Open Space and Trail Plan (except changes to any Hike and Bike Trails shown on the Landscape, Open Space and Trail Plan, which are subject to subsection 1(e) below) or any other exhibits attached hereto may be authorized by the Development Services Director so long as such changes or amendments:
 - i. do not alter the basic relationship of the proposed development to adjacent property;
 - ii. do not alter the uses permitted;
 - 1. By way of example, a request to develop the West Tract for a use other than Single Family Dwelling, Detached Active Adult Community (and uses permitted within the West Tract incidental to such use) would be considered to alter the uses permitted and would not be allowed to be authorized by the Development Services Director.
 - iii. do not increase the number of dwelling units above 775 dwelling units;
 - iv. do not increase building height above 40 feet;
 - v. do not increase lot coverage for any residential lot above 45 percent;
 - vi. do not decrease the required off street parking ratio; and
 - vii. do not reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).

- d) The applicant may appeal the Development Services Director’s decision to deny an amendment to the Concept Plan or any other exhibits attached hereto to the Town’s Planning & Zoning Commission and may appeal the Planning & Zoning Commission’s decision to the Town Council. For any amendments that are not authorized to be approved by the Development Services Director herein or in the Zoning Ordinance (or by the Town’s Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.
- e) Changes of detail or amendments to any Hike and Bike Trails shown on the Landscape, Open Space and Trail Plan may be authorized by the Town’s Director of Parks & Recreation or his/her designated representative (the “Parks Director”) so long as such changes or amendments: do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted, or reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).
 - i. The applicant may appeal the Parks Director’s decision to deny an amendment to the Landscape, Open Space and Trail Plan to the Town’s Planning & Zoning Commission and may appeal the Planning & Zoning Commission’s decision to the Town Council. For any amendments that are not authorized to be approved by the Parks Director herein or in the Zoning Ordinance (or by the Town’s Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

2. **Tracts; Defined Terms.**

- a) Tracts.
 - i. The property is referred to herein as two separate tracts, the “East Tract”, labeled as the “East Tract” on the Concept Plan and the “West Tract”, labeled as the “West Tract” on the Concept Plan.
- b) Defined Terms.
 - i. **“Amenity Center”** means a facility that provides amenities primarily for the use of a private group, association, subdivision or neighborhood. Amenity centers can include without limitation (but are not required to include) pools, covered and/or shaded playgrounds, fitness centers, and other facilities.
 - ii. **“Community Pool”** means a swimming pool that is available for use by residents and their guests in the subdivision or neighborhood in which it is located. It may be part of an Amenity Center.
 - iii. **“Development Services Director”** means the Town’s Director of Development Services or his/her designated representative.
 - iv. **“Fire Pit Amenity”** means a designated outdoor area with a fire pit, provided as a feature for residents or guests to gather around, enjoy warmth from the fire, and socialize.
 - v. **“Gazebo”** means a freestanding roofed structure usually open on the sides.

- vi. **“Game Lawn”** means an outdoor lawn, grass or other outdoor area that may be used for outdoor games such as but not limited to cornhole, bocce ball, croquet, and horseshoes.
- vii. **“Hike and Bike Trail”** means a concrete trail ten feet (10’) in width (except where approved to be less than ten feet in width as described below) generally shown in yellow and labeled as the “Public Trail” on the Landscape, Open Space and Trail Plan. The trail may be used for walking, running, hiking, biking and/or similar uses. The trail shall not be required to be greater than 10’ in width (and may be less than 10’ in width where natural features or vegetation prevent such width as approved by the Development Services Director). The Development Services Director may approve less than 10’ in width for the Hike and Bike Trail where the owner or developer is able to show that natural features or vegetation prevent or impede a ten-foot width. The Hike and Bike Trail will be available for access by the public. No part of the Hike and Bike Trail as such term is used herein is required to be within the gated area of the residential community.
- viii. **“Net acreage”** or **“net acres”** means gross land area less any:
 1. Land located within a floodplain or special flood hazard area as designated by the Federal Emergency Management Agency on its Flood Hazard Boundary Map and Flood Insurance Rate Maps, or the Department of Housing and Urban Development, Federal Insurance Administration, Special Flood Hazard Area Maps.
 2. Right-of-way dedicated for major thoroughfares.
 3. Required parkland dedication.
 4. Detention.
 5. Land used for non-residential purposes.

Notwithstanding the foregoing, net acreage or net acres may include the following:

- Private open space.
 - Park dedication in excess of minimum park dedication requirements.
 - Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Development Services Director.
- ix. **“Outdoor Grilling Station”** means a set of tools and/or equipment for grilling or cooking and preparing food outdoors. It typically will include one or more grills and related counter space.

- x. **“Pavilion”** means a usually open, covered structure in a garden, open space, or place of recreation that is used for entertainment or shelter.
- xi. **“Pocket Park”** means a small, outdoor park or open space area.
- xii. **“Pond”** means a small, still, land-based body of water formed by pooling inside a depression, either naturally or artificially.
- xiii. **“Putting Green”** means a small area of short grass or turf on which people can hit golf balls into a series of holes for entertainment or for practice.
- xiv. **“Sports Court”** means a court or hardscape area designed for athletic or recreational purposes (e.g., such as a full or half basketball court, tennis court, or pickleball court, etc.) surrounded by fencing or on a standalone pad. A half basketball court counts as one sports court.
- xv. **“Utility Distribution Facility”** means a structure or facility used to deliver utilities from their source to consumers. These facilities can include without limitation pipelines, wires, a lift station and/or other equipment.

3. Uses.

- a) The following uses are permitted by right within the East Tract:
 - 1. Model home;
 - 2. Private Street Development¹;
 - 3. Single-Family Dwelling, Detached;
 - 4. Accessory Building;
 - 5. Homebuilder Marketing Center;
 - 6. Home Occupation;
 - 7. Household Care Facility;
 - 8. Municipal Uses Operated by the Town of Prosper;
 - 9. Park or Playground;
 - 10. Private Recreation Center;
 - 11. School, Public;
 - 12. Antenna and/or Antenna Support Structure, Non-Commercial;
 - 13. Private Utility, Other Than Listed;
 - 14. Wireless Communications and Support Structures less than 15 feet in height; and
 - 15. Child Care Center, Home.
 - ii. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.
- b) The following uses are permitted by Specific Use Permit (SUP) within the East Tract:
 - i. Child Care Center, Licensed.
 - ii. Wireless Communications and Support Structures 15 feet or greater in height.
 - iii. Utility Distribution Facility.

¹ Use is permitted subject to compliance with conditional development standards or limitations in the corresponding numeric end note in Article 3, Division 1, Permitted Uses and Definitions, Section 3.1.4, Conditional Development Standards of the Zoning Ordinance.

- c) The following uses are permitted by right within the West Tract:
1. Model home;
 2. Accessory Building;
 3. Homebuilder Marketing Center;
 4. Home Occupation;
 5. Household Care Facility;
 6. Municipal Uses Operated by the Town of Prosper;
 7. Park or Playground;
 8. Private Recreation Center;
 9. Antenna and/or Antenna Support Structure, Non-Commercial;
 10. Private Utility, Other Than Listed;
 11. Wireless Communications and Support Structures less than 15 feet in height;
 12. Single Family Dwelling, Detached Active Adult Community. “Active Adult Community” shall mean Single Family Dwelling, Detached that shall be marketed and/or designed as a planned community primarily for residents who have retired from an active working life. A residential development that contains the West Tract Required Amenities will be considered a community designed primarily for residents who have retired from an active working life. Homeownership and/or occupancy on all or a portion of the lots within the West Tract shall be limited to certain qualified ages, and shall include without limitation Single Family Dwelling, Detached age restricted to residents 55 years of age and older. By way of example and not limitation, this use shall include an age qualified community that restricts all lots to certain qualified ages, or may restrict a certain percentage of the lots to one or more qualified age(s). Any restrictions limiting the age(s) of any resident(s) (and any exceptions to such limitations) shall be contained within private Covenants, Conditions and Restrictions for the West Tract as this PD Ordinance does not provide any such regulations, just an allowance for an age qualified community to be developed.
 13. Private Street Development is allowed by right.²
 14. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Recreation Centers, food trucks, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.
 - (a) An Amenity Center may include but is not limited to the following uses:

² Private Street Development is allowed by right within the West Tract pursuant to this PD and is excluded from the requirement for a Specific Use Permit in the Zoning Ordinance.

- (i) Office, business center or co-working space, a café, a kitchen and/or catering kitchen, clubroom, fitness center, conference rooms, locker room or changing room with or without shower facilities, lounge, storage areas, restroom facilities, social gathering areas.
 - (ii) Storage of equipment (such as but not limited to physical therapy, medical equipment, and pool equipment).
 - (iii) Administrative, Medical, or Professional Office is allowed as an accessory use as part of an Amenity Center in a Single Family Dwelling, Detached Active Adult Community.
 - (b) Examples of food trucks (an allowed incidental use within the West Tract) are included with the Inspirational Images attached as **Exhibit H**. Food trucks or food truck stations are not required to exactly match the images or design included with **Exhibit H**, rather **Exhibit H** provides some examples of what this use may look like.
 - d) The following uses are permitted by Specific Use Permit (SUP) within the West Tract:
 - i. Wireless Communications and Support Structures 15 feet or greater in height.
 - ii. Utility Distribution Facility.
4. **Maximum Overall Density.**
- a) Maximum Permitted Density for the entire property (including both the East Tract and the West Tract): 775 dwelling units, which may be a mix of the lot types defined herein. There is no minimum number of dwelling units per acre. Notwithstanding the proposed locations of lots and lot types as shown on the Concept Plan, the developer may change the location of lots and/or lot types and relocate lots/ lot types and such amendments to the Concept Plan will be approved by the Development Services Director so long as: (i) the total number of dwelling units located on the property is not more than 775 dwelling units, and (ii) the Concept Plan otherwise complies with the requirements herein.
5. **Development Regulations for the East Tract.**
- a) Type A Lots: “Type A Lots” shall be considered any lots within the East Tract with a lot width of 80’ or greater. Except as otherwise provided herein, Type A Lots shall comply with the requirements and regulations for the Single Family-12.5 District of the Town’s Zoning Ordinance, subject to the following changes:

- i. Minimum Enclosed Parking (Garage) Area: 600 square feet.
- b) **Type B Lots:** “Type B Lots” shall be considered any lots within the East Tract with a lot width of less than 80’. Except as otherwise provided herein, Type B Lots shall comply with the requirements and regulations for the Single Family-10 District of the Town’s Zoning Ordinance, subject to the following changes:
 - i. Minimum Lot Width: 75 feet.
 - ii. Minimum Enclosed Parking (Garage) Area: 600 square feet.
- c) At least 100 lots within the East Tract will be Type A Lots. The maximum number of dwelling units within the East Tract is 275.
- d) At least ten percent (10%) of all lots within the East Tract (calculated based on the aggregate of all lots within the East Tract within all phases rather than on a phase by phase basis) will have a lot area of at least 20,000 square feet.
- e) Please see Table 1 below for a summary of the development standards for the East Tract. In the event of a conflict between Table 1 and the text in Section 5(a)-(d) above, the text in Section 5(a)-(d) above shall control.

Table 1

	SF-12.5 Base District	Type A Lots	SF-10 Base District	Type B Lots
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the East Tract	n/a	n/a
Minimum Front Yard	30 feet	30 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	12,500 square feet	12,500 square feet	10,000 square feet	10,000 square feet
Minimum Lot Width	80 feet	80 feet	80 feet	75 feet
Minimum Lot Depth	135 feet	135 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	1,800 square feet	1,800 square feet	1,800 square feet

Minimum Enclosed Parking (Garage) Area	400 square feet	600 square feet	400 square feet	600 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

6. Development Regulations for the West Tract

- a) Except as otherwise provided herein, Type C Lots, Type D Lots and Type E Lots (as defined herein) shall comply with the requirements and regulations for the Single Family-10 District of the Town’s Zoning Ordinance.
- b) Type C Lots: “Type C Lots” shall be considered any lots within the West Tract with a lot width of 75 feet or greater. Type C Lots shall be developed to the standards in Table 2 for Type C Lots.
- c) Type D Lots: “Type D Lots” shall be considered any lots within the West Tract with a lot width of at least 65 feet, but less than 75 feet. Type D Lots shall be developed to the standards in Table 2 for Type D Lots.
- d) Type E Lots: “Type E Lots” shall be considered any lots within the West Tract with a lot width of at least 60 feet, but less than 65 feet. Type E Lots shall be developed to the standards in Table 2 for Type E Lots.

Table 2

	SF-10 Base District	Type C Lots	Type D Lots	Type E Lots
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the West Tract	n/a	A maximum of 175 within the West Tract
Minimum Front Yard	25 feet	25 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	10,000 square feet	10,000 square feet	8,800 square feet	7,500 square feet
Minimum Lot Width	80 feet	75 feet	65 feet	60 feet

Minimum Lot Depth	125 feet	125 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	2,000 square feet	1,800 square feet	1,800 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	400 square feet	400 square feet	400 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

- e) No more than 175 lots within the West Tract may be Type E Lots. At least 100 of the lots within the West Tract are required to be Type C Lots. The maximum number of dwelling units within the West Tract is 500.
- f) Article 4, Division 9, Section 4.9.3.F. of the Zoning Ordinance regarding staggered front yard setbacks does not apply. No staggered front yard setback is required; however, lot types (i.e., Type C, Type D and Type E) will be inter-mixed on each street on a block, so that each street has at least two lot types. Inter-mixing of lot types will result in a staggering of different home product types rather than staggering the setbacks to create visual interest on a street or block. Lot types will be mixed so that one side of a street is not identical (e.g., does not mirror) the opposite side of the street. For example, if one side of the street consists of ten (10) Type C Lots and ten (10) Type D Lots, then the opposite side of the street must have either a different number of Type C and Type D Lots or should include Type E Lots so that one side of the street does not exactly match the opposite side of the street. By way of clarification, the requirement to inter-mix lot types on a block or street does not prevent two of the same lot type being adjacent to each other on a street; rather the requirement is that more than one lot type will be provided on a block or street. Examples of how lot types may be inter-mixed is shown on **Exhibit D** and **Exhibit D-1** attached. Streets/ blocks are not required to conform exactly to **Exhibit D** and/or **Exhibit D-1**; rather, **Exhibit D** and **Exhibit D-1** are meant to show a graphic depiction of how lot types may be inter-mixed along a street or block.
- g) A Single Family Dwelling, Detached Active Adult Community shall be gated and separated from the surrounding communities along the perimeter subject to Section 7(d) herein, Screening and Fencing.
- h) Internal to a Single Family Dwelling, Detached Active Adult Community there shall be connectivity throughout with access points to surrounding neighborhoods or trails.
- i) Private Street Development.
- i. The proposed streets shall be privately owned, maintained, and regulated by the applicable homeowners' association. Storm drainage for private streets shall also be maintained by the applicable homeowners' association.

- ii. The property owner or developer will dedicate water and sewer easements to the Town within or adjacent to the streets in order for the development to be connected to the Town water and sewer systems.
- iii. Otherwise, private streets shall be constructed in accordance with the requirements for private streets and gated subdivisions contained in Section 10.03.134 of Chapter 10, Article 3, Division 6 of the Code of Ordinances, Town of Prosper, Texas.

7. General Development Regulations

a) Architectural Regulations:

- i. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with **Exhibit F**, with regard to design. Materials shall be governed by subsection (a)(ii) below. Otherwise stated, building materials are not required to match what is shown on **Exhibit F**; rather, building material(s), including without limitation color palettes or types of materials may consist of any of the materials allowed in subsection (a)(ii) herein, subject to the requirements in that section. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this subsection (a)(i) and subsection (a)(ii) below. The architectural styles depicted on **Exhibit F** are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on **Exhibit F** so long as they are in general conformance with one of the styles on **Exhibit F**. The applicant may submit alternate/different elevations that do not comply with the requirements of this subsection (a) (e.g., are a different style/design than **Exhibit F** or deviate from subsection (a)(ii)) and such alternate elevations may be approved by the Development Services Director, except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to subsection (a)(ii) herein will require review by the Planning & Zoning Commission and approval by the Town Council.
- ii. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:
 - 1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.
 - 2. Cementitious fiber board is considered masonry, but may only constitute:

- (a) For the side and rear facades of any home: Up to twenty percent (20%) of stories other than the first story on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).
3. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).
 4. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 7(a)(ii)(2) above.
 5. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.
 6. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.
 7. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.
- iii. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.

- iv. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.
 - v. Roof material shall be standing seam copper, metal roof or standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. “Other approved roof materials” mean roof materials other than listed herein that are approved by the Development Services Director. By way of clarification, roofing or roof materials are not required to match what is shown on **Exhibit F** hereto; rather, roof material may consist of any of the materials listed in this subsection.
 - vi. The requirements in this section shall apply in lieu of any exterior construction, building materials or design requirements in the Town’s Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the property.
- b) All homes shall have a covered porch, stoop, or portico at the main front entry into the home.
 - c) Driveway Pavement Enhancements:
 - i. All driveways for single-family homes will be broom finished concrete; salt finish concrete; stained-patterned concrete; or brick, stone or inter-locking pavers.
 - d) Screening and fencing.
 - i. Screening and fencing may be provided generally as shown on the Landscape, Open Space and Trail Plan.
 - ii. The area labeled as “Minimum 50% Open Fencing” along portions of Parvin Road and Frontier Parkway on the Landscape, Open Space and Trail Plan (the “Perimeter Fence”) will be constructed with at least fifty (50%) ornamental metal or tubular steel, with masonry columns and will be a minimum height of six feet and a maximum height of eight feet (except for columns which may be up to nine feet). The Perimeter Fence may include masonry materials so long as less than 50% of the total fence is masonry. The following requirements apply for the Perimeter Fence:
 - 1. Masonry columns shall be spaced between 75 feet and 100 feet.
 - 2. The maximum height of the masonry columns, including capstones, shall be nine feet.
 - 3. The minimum height of required walls and fences shall be measured from the nearest alley edge, the property line (where no alley exists) or sidewalk grade, whichever is higher, and shall be constructed in accordance with town design standards.

4. The ornamental metal fence shall be constructed of solid-stock materials and tubular steel with a minimum of 16 gauge pickets and 11 gauge posts.
 - iii. Except as provided in subsection (iv) below or where shown as a different material on the Landscape, Open Space and Trail Plan, the street side yard of corner lots adjacent to a street shall provide ornamental metal or tubular steel fencing on the street side yard of such lots, not to exceed six feet (6') in height. For clarification, masonry walls/fencing shall be allowed on the street side yards of corner lots where shown on the Landscape, Open Space and Trail Plan.
 - iv. Corner lots adjacent to an entryway of the subdivision may consist of masonry fencing, not to exceed six feet (6') in height.
 - v. Except where shown as a different material on the Landscape, Open Space and Trail Plan, all fence returns shall consist of ornamental metal or tubular steel fencing, not to exceed six feet (6') in height.
 - vi. All permanent equipment seen from the street (e.g., HVAC, pool equipment) shall be screened by shrubs or plants.
- e) Trees on Corner Lots.
- i. A minimum of one tree from the large tree list in Section 4.2.7 of the Zoning Ordinance shall be planted in the side yard area adjacent to the street on a corner lot. When more than two trees are required per lot, the corner lot, side yard tree may count toward the requirement. Street trees (trees located in the parkway area between the curb and the sidewalk) adjacent to the side yard of a corner lot may count toward the requirement.
- f) Enhanced Setback Adjacent to Thoroughfare.
- i. A 35-foot setback is required along Frontier Parkway and Parvin Road in the location generally shown on the Concept Plan. The required 35-foot setback will be inclusive of a landscape easement or buffer that shall include plantings and shall be maintained by the Homeowners' Association (HOA).
- g) Homeowners' Association (HOA) Documents.
- i. Homeowners' Association governing documents shall conform to the requirements of this Section 7 (General Development Regulations) and will be reviewed by the Development Services Director to confirm such conformance. The Development Services Director will approve the Homeowners' Association governing documents if the documents conform to the requirements of this Section 7.
8. **Open Space and Amenities**
- a) East Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Landscape, Open Space and Trail Plan. The open space within the East Tract is not required to conform exactly to the boundaries as shown on the Landscape, Open Space and Trail Plan, so long as at least 30 acres of open space is provided within the East Tract (such minimum open space acreage refers

- to open space within the aggregate, including all phases and all open space areas within the East Tract – the open space is not required to be contiguous).
- b) West Tract Open Space: Open space shall be provided generally in the areas shown as “open space” on the Landscape, Open Space and Trail Plan. The open space within the West Tract is not required to conform exactly to the boundaries as shown on the Landscape, Open Space and Trail Plan, so long as at least 20 acres of open space is provided within the West Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the West Tract – the open space is not required to be contiguous).
- c) Detention and retention may be provided in open space areas.
- d) Open space areas may include area within the floodplain or special flood hazard area.
- e) In order for an open space area to be counted towards the minimum 30 acre requirement for the East Tract (referenced above) and the minimum 20 acre requirement for the West Tract (referenced above), a given open space area must be (1) at least 10,000 square feet in size; and (2) have a minimum width of at least 40 feet.
- f) The following amenities are required to be installed within the East Tract and may be installed in open space areas or common areas (“East Tract Required Amenities”):
- i. A resident amenity area that includes a swimming pool, shade structure(s) totaling a minimum of 300 square feet, seating areas or a pool deck, and restroom facilities (the “East Amenity Area”).
 - ii. At least one pocket park with a covered and/or shaded playground having a minimum of 40’ x 29’ use zone.
 - iii. At least three (3) of the following:
 1. Sports court;
 2. Fishing pier;
 3. Event lawn;
 4. Game lawn;
 5. Fire Pit Amenity;
 6. Outdoor Grilling Station;
 7. Putting Green; or
 8. Pavilion.
- g) The following amenities are required to be installed within the West Tract and may be installed in open space areas or common areas (“West Tract Required Amenities”, and together with the East Tract Required Amenities, the “Required Amenities”):
- i. An Amenity Center or clubhouse including at a minimum a resident lounge area or social area, fitness center, and restrooms (the “West Amenity Center”).
 - ii. A swimming pool with shade structure(s) totaling a minimum of 300 square feet and seating areas or a pool deck.
 - iii. At least one (1) of the following amenities (along with the amenities in subsection (iv) below, the “Elective West Tract Amenities”):
 1. Bocce ball court;

2. Sports Court; or
 3. Shuffleboard court or table.
- iv. At least two (2) of the following amenities (along with the amenities in subsection (iii) above, the “Elective West Tract Amenities”):
1. Pavilion with Outdoor Grilling Station;
 2. Fire Pit Amenity;
 3. Putting Green;
 4. Outdoor Spa;
 5. Game Lawn; or
 6. Event Lawn.
- h) An example of representative photographs of the Elective West Tract Amenities is included with **Exhibit H** (“Inspirational Images”). For the avoidance of doubt, the design of the amenities is conceptual in nature and the developer or property owner shall not be held to the design of an amenity as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of amenities that will be provided, but the developer or property owner may use a different supplier, design and/or model for the amenities or improvements. Otherwise stated, the developer may make changes to the design and specifications of the Elective West Tract Amenities shown on **Exhibit H** so long as at least three (3) of the Elective West Tract Amenities are provided within the West Tract (one selected from subsection (g)(iii) above and two selected from subsection (g)(iv) above).
- i) The location of any one or more of the Required Amenities may change during the final design process from what is shown on any exhibits attached hereto. Additional amenities may be provided in addition to the Required Amenities.
- j) The Required Amenities may be completed in phases (corresponding with the respective phases of development as determined by the developer). The East Amenity Area shall be complete prior to issuance of a certificate of occupancy for the 138th single-family home within the East Tract. The West Amenity Center shall be complete prior to issuance of a certificate of occupancy for the 200th single-family home within the West Tract. The remaining Required Amenities shall be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective amenity is located within. Completion of the Required Amenities, or any one of them shall not be a condition to issuance of building permits or approval of plats or construction plans.
- k) The open space, amenities and trails requirements in this section and Section 9 below shall be the exclusive open space, amenities and trails requirements that apply to the development of the property.
9. **Trails and Sidewalks**
- a) A Hike and Bike Trail shall be provided generally as shown in yellow and labeled as the “Public Trail” on the Landscape, Open Space and Trail Plan. By way of clarification, the Hike and Bike Trail referenced herein does not include any of the trails shown as “Public Trail Installed by Others” on the Landscape, Open Space and Trail Plan. The Hike and Bike Trail shall be located within a twenty-foot (20’)

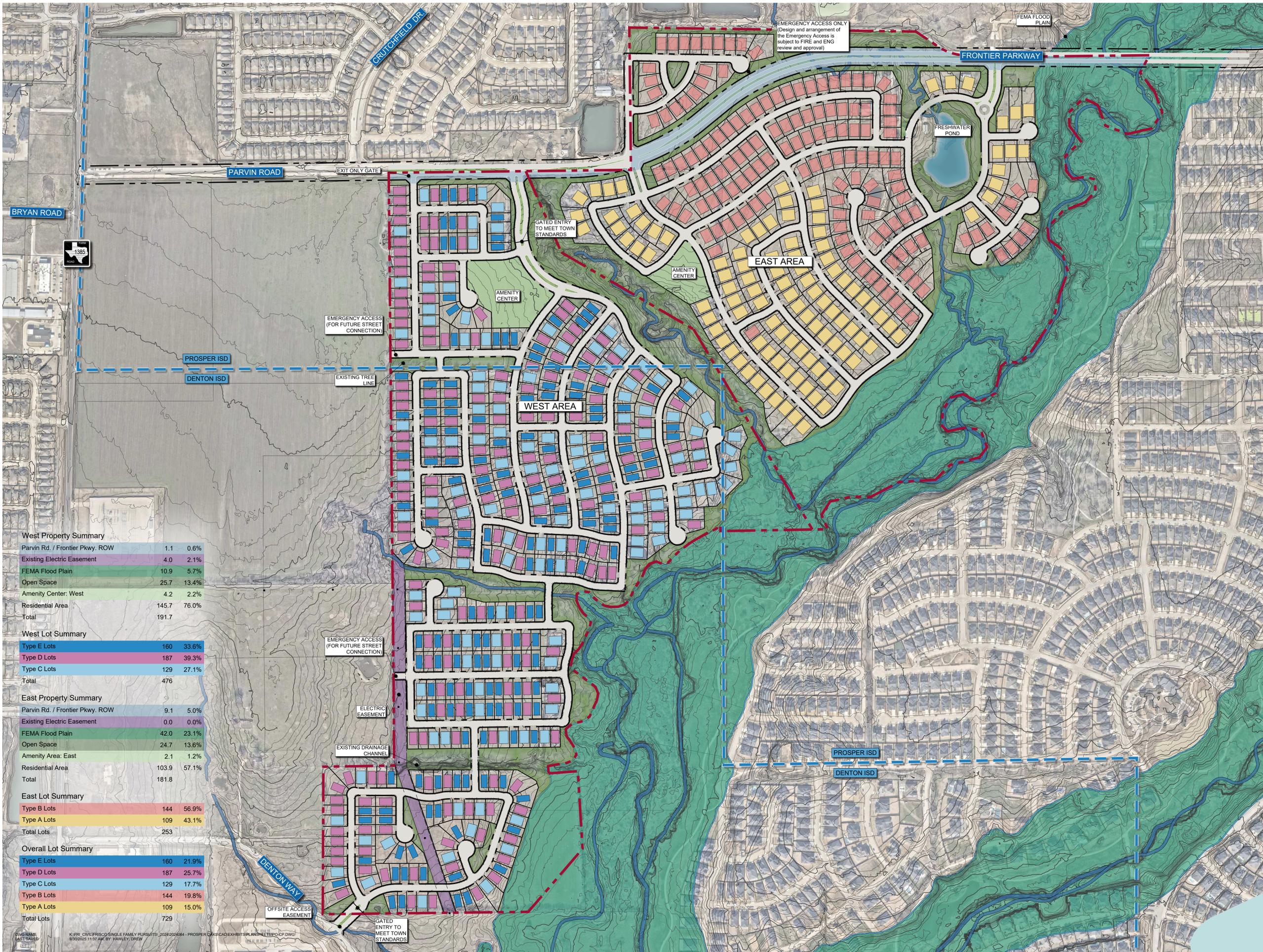
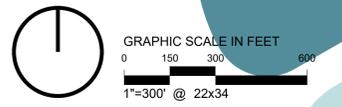
public trail easement or pedestrian access easement and may overlap with other Town easements as approved by the Town's Engineering Department. A dog waste station, bench, and trash receptacle will be provided at least every 500 feet along the Hike and Bike Trail. The Hike and Bike Trail is flexible and not strictly bound to the locations shown on the Landscape, Open Space and Trail Plan. The Hike and Bike Trail may shift or otherwise be modified with the final engineering design so long as the trail complies with the requirements herein. The Hike and Bike Trail may be completed in phases and is required to be completed (and a public easement for such portion(s) of the trail dedicated) prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the Hike and Bike Trail are located within or adjacent to. The developer or property owner may designate the phases of the development.

- b) Private trails are not required to be within a dedicated easement and may overlap with other Town easements.
- c) The developer or property owner may (1) provide one or more of the following along or at the entrance to private trails: trail heads, trail way stations, overlooks, butterfly gardens and/or other types of trail enhancements; and (2) reserve or restrict the use of such areas for residents, each in its discretion. Examples of these types of trail enhancements are included on the pages titled "Walking/ Fitness Trails" and "Nature Overlooks & Butterfly Gardens" in **Exhibit H**. For the avoidance of doubt, the design of any trail heads, trail way stations, overlooks or other trail enhancements is conceptual in nature and the developer or property owner shall not be held to the designs or types of such items as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of trail enhancements that may be provided, but the developer or property owner may use a different design or type of enhancement or improvement(s).
- d) Except as provided herein, sidewalks shall be a minimum of five feet (5') in width. Sidewalks along Parvin Road and Frontier Parkway shall be a minimum of ten feet (10') in width.

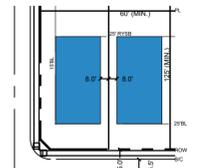
10. **Miscellaneous**

- a) Building permits for model homes may be issued prior to the final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision, subject to the Town's Early Model Home Permit Policy; provided that two homes per lot type (i.e., two each of Lot Type A, Lot Type B, Lot Type C, Lot Type D and Lot Type E) may be permitted for model home purposes and such permits shall not be limited to two homes per builder.
- b) Permits and a certificate of occupancy for a Sales Trailer may be issued prior to final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision; provided that all streets adjacent to the Sales Trailer have been completed and the water system and fire hydrants related thereto have been completed and are functional. "Sales Trailer" means a mobile structure used to accommodate temporary offices for the purposes of meeting with the general public during construction projects.
- c) Plans for design and construction of any amenities, including without limitation any of the Required Amenities may be submitted and reviewed/approved by the

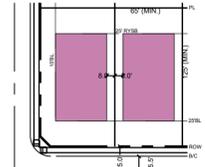
Town while public infrastructure for the subdivision is being constructed (i.e., such plans may be submitted and approved prior to acceptance of public infrastructure or recording of a final plat). If such plans are submitted, once submitted, the City will review and approve such plans within 45 days of submittal. Once any amenity plans are approved and sufficient roads and water facilities have been provided within the subdivision to provide fire access and fire fighting capability to the area where the applicable amenity or amenities will be constructed, the Town will issue a permit that will allow the applicant to begin construction of any such amenities (i.e., construction of such amenities may begin prior to acceptance of all public infrastructure for the subdivision or recording of a final plat).



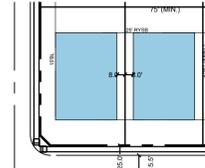
WEST AREA



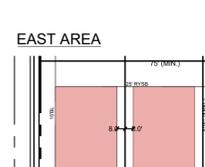
TYPE E LOT



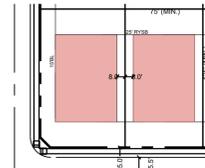
TYPE D LOT



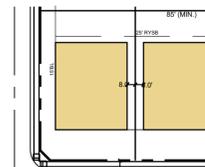
TYPE C LOT



EAST AREA



TYPE B LOT



TYPE A LOT



West Property Summary

Parvin Rd. / Frontier Pkwy. ROW	1.1	0.6%
Existing Electric Easement	4.0	2.1%
FEMA Flood Plain	10.9	5.7%
Open Space	25.7	13.4%
Amenity Center: West	4.2	2.2%
Residential Area	145.7	76.0%
Total	191.7	

West Lot Summary

Type E Lots	160	33.6%
Type D Lots	187	39.3%
Type C Lots	129	27.1%
Total	476	

East Property Summary

Parvin Rd. / Frontier Pkwy. ROW	9.1	5.0%
Existing Electric Easement	0.0	0.0%
FEMA Flood Plain	42.0	23.1%
Open Space	24.7	13.6%
Amenity Area: East	2.1	1.2%
Residential Area	103.9	57.1%
Total	181.8	

East Lot Summary

Type B Lots	144	56.9%
Type A Lots	109	43.1%
Total Lots	253	

Overall Lot Summary

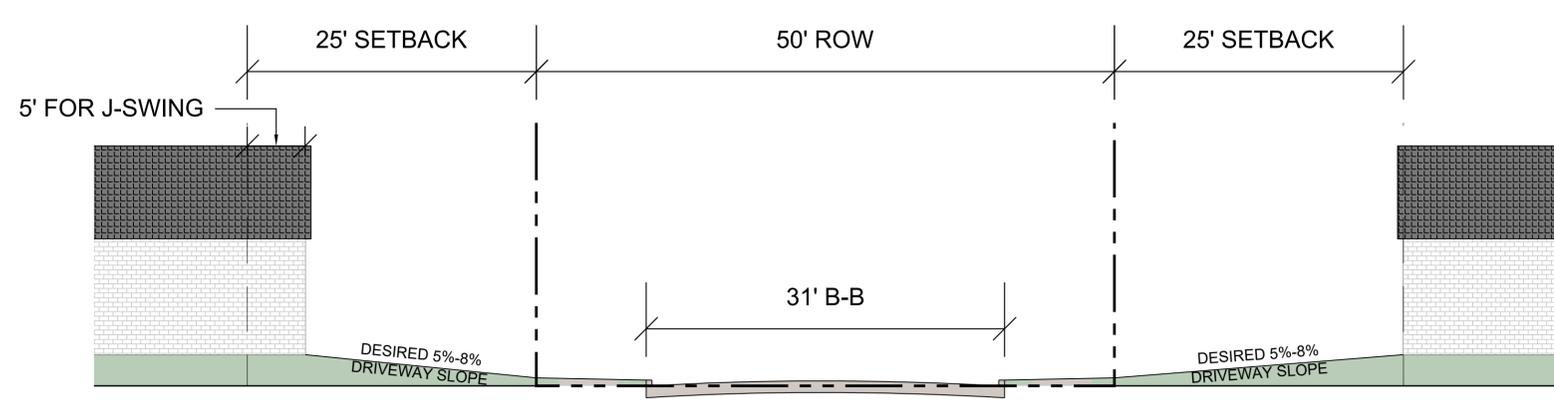
Type E Lots	160	21.9%
Type D Lots	187	25.7%
Type C Lots	129	17.7%
Type B Lots	144	19.8%
Type A Lots	109	15.0%
Total Lots	729	

CONCEPT PLAN
Prosper Oaks
 Prosper, Texas
Kimley»Horn

400 North Oklahoma Drive, Suite 105
 Celina, TX 75009
 P 469-501-2200
 State of Texas Registration No. F-928

September 2025

FILE NAME: K:\FRL_CIVIL\FRISCO SINGLE FAMILY PURSUITS_2024\2024044 - PROSPER OAKS CAD\EXHIBIT\PLANS\FRISCO_CP.DWG
 8/30/2025 11:37 AM BY: HAWLEY, DREW



SECTION A-A

NOTE:
 1. FOOTPRINTS ARE CONCEPTUAL AND MAY BE REVISED BEFORE PERMITS ARE APPLIED FOR.

Exhibit D-1
Prosper Oaks
 Prosper, Texas
Kimley»Horn

0160 Warren Parkway, Suite 210
 Frisco, Texas 75034
 P 972-338-3580
 State of Texas Registration No. F-928
 DWG NAME: KPH-FRISCO SINGLE FAMILY PURSUITS_20242024064 - PROSPER OAKS/CAD/E/HIBITS/PLANS/SHEETS/ZONING EXHIBITS/PO-MODEL.MXD
 LAST SAVED: 8/25/2025 8:21 AM BY: HAWLEY, DREW

Exhibit E: Development Schedule
ZONE-24-0022
Prosper Oaks

Development Schedule

It is anticipated the development of Prosper Oaks will begin within one to two years after approval and signing of this Planned Development zoning ordinance. Immediately following the zoning process, a preliminary plat and development agreement shall be prepared and submitted for Town review and approval. Overall, the development schedule for the approximate 373.5 acres will be phased over the next five to eight years and is primarily dependent on the marketability of the market rate and age qualified products.

The development schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability, acts of nature, and other similar conditions.



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE

Exhibit F – Architectural Styles (ZONE-24-0022)



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY

Exhibit F – Architectural Styles (ZONE-24-0022)

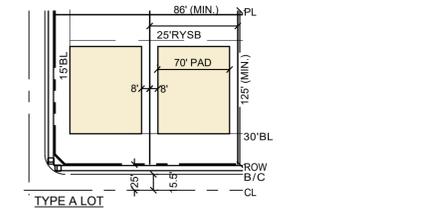
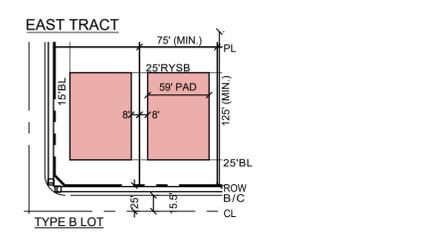
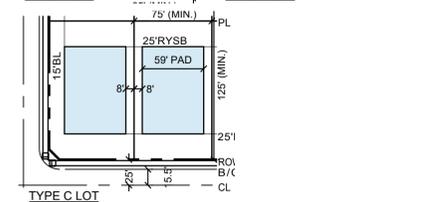
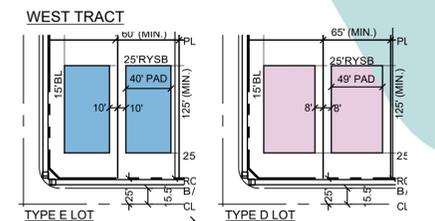
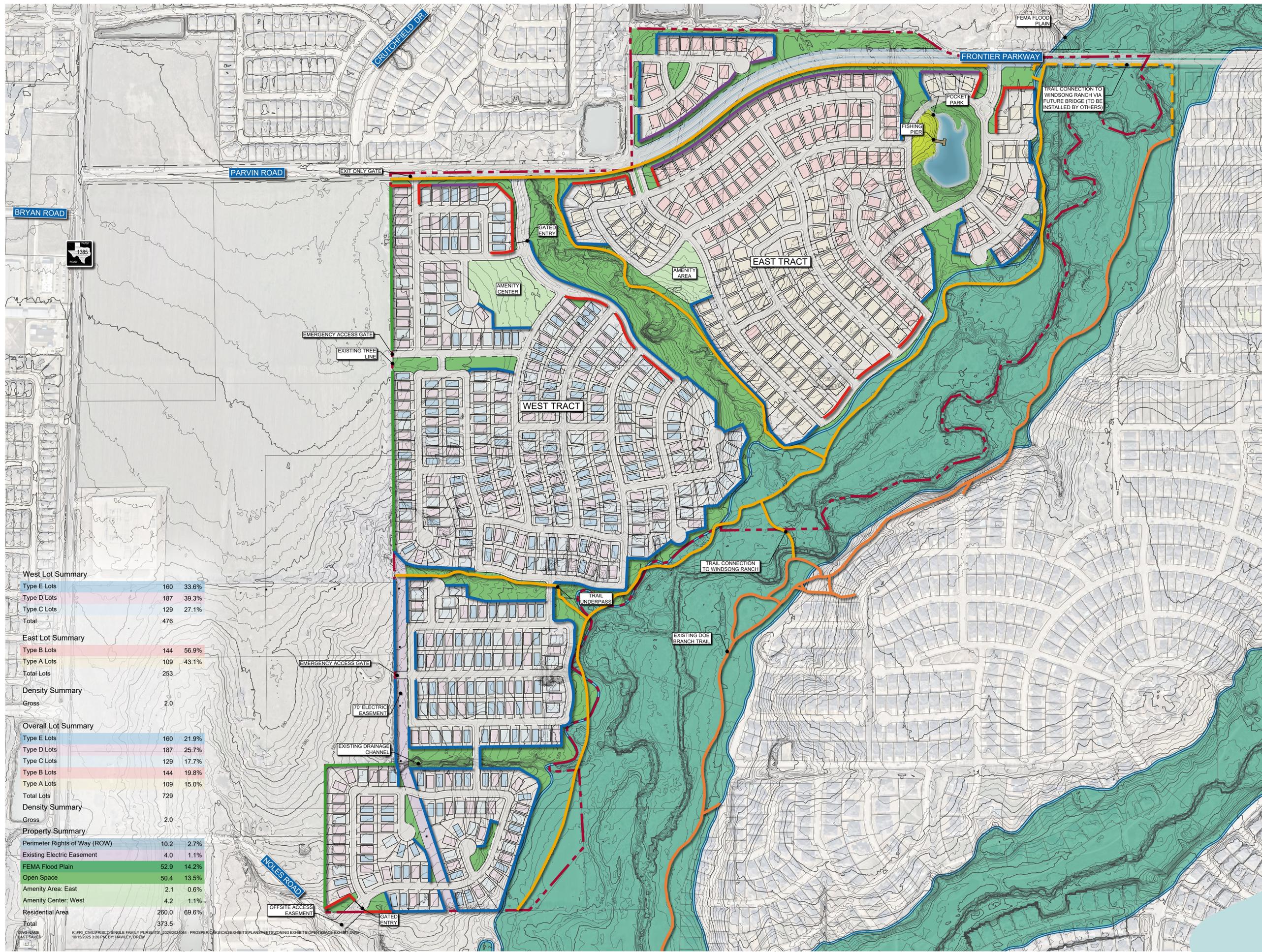
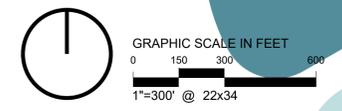


SPANISH



TRADITIONAL

Exhibit F – Architectural Styles (ZONE-24-0022)



NOTES:

- THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
- FLOOD PLAN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
- AERIAL IMAGE BY NEARMAP, COPYRIGHT 2025.
- TRAIL ALIGNMENTS ARE CONCEPTUAL. FINAL ALIGNMENTS TO BE DETERMINED AT TIME OF FINAL CONSTRUCTION PLANS.
- SIDEWALK CONNECTIONS TO THE TRAIL WITHIN THE AGE QUALIFIED SECTION SHALL BE GATED.

West Lot Summary

Type E Lots	160	33.6%
Type D Lots	187	39.3%
Type C Lots	129	27.1%
Total	476	

East Lot Summary

Type B Lots	144	56.9%
Type A Lots	109	43.1%
Total Lots	253	

Density Summary

Gross	2.0	
-------	-----	--

Overall Lot Summary

Type E Lots	160	21.9%
Type D Lots	187	25.7%
Type C Lots	129	17.7%
Type B Lots	144	19.8%
Type A Lots	109	15.0%
Total Lots	729	

Density Summary

Gross	2.0	
-------	-----	--

Property Summary

Perimeter Rights of Way (ROW)	10.2	2.7%
Existing Electric Easement	4.0	1.1%
FEMA Flood Plain	52.9	14.2%
Open Space	50.4	13.5%
Amenity Area: East	2.1	0.6%
Amenity Center: West	4.2	1.1%
Residential Area	260.0	69.6%
Total	373.5	

EXHIBIT G: LANDSCAPE, OPEN SPACE & TRAIL PLAN
ZONE-24-0022

Prosper Oaks
 Prosper, Texas
Kimley»Horn

6160 Warren Parkway, Suite 210
 Frisco, Texas 75034
 P 972-335-3580
 State of Texas Registration No. F-928

October 2025

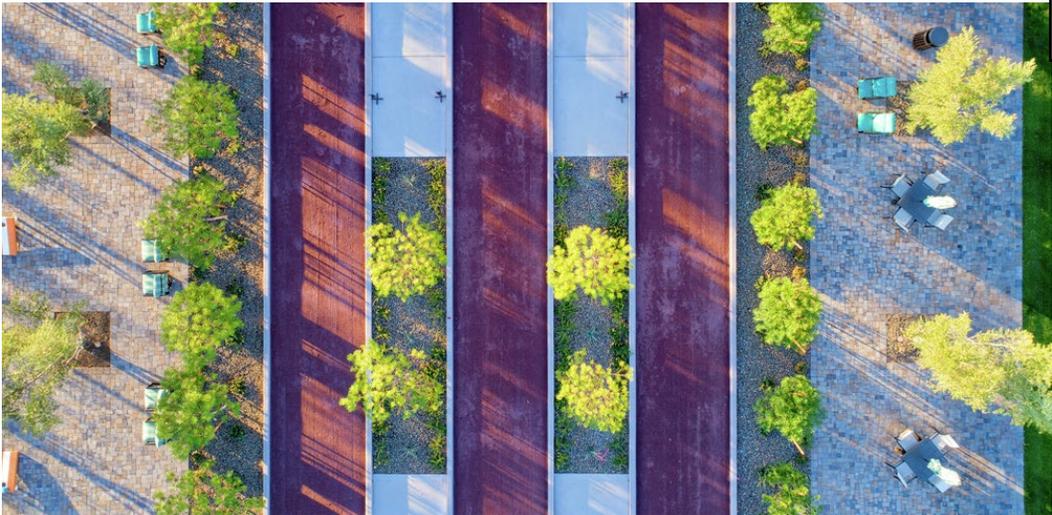


Item 11.



Pavilions

Exhibit H – Inspirational Images (ZONE-24-0022)



Bocce

Exhibit H – Inspirational Images (ZONE-24-0022)



Item 11.



Event Lawn

Exhibit H – Inspirational Images (ZONE-24-0022)



Game Lawn

Exhibit H – Inspirational Images (ZONE-24-0022)

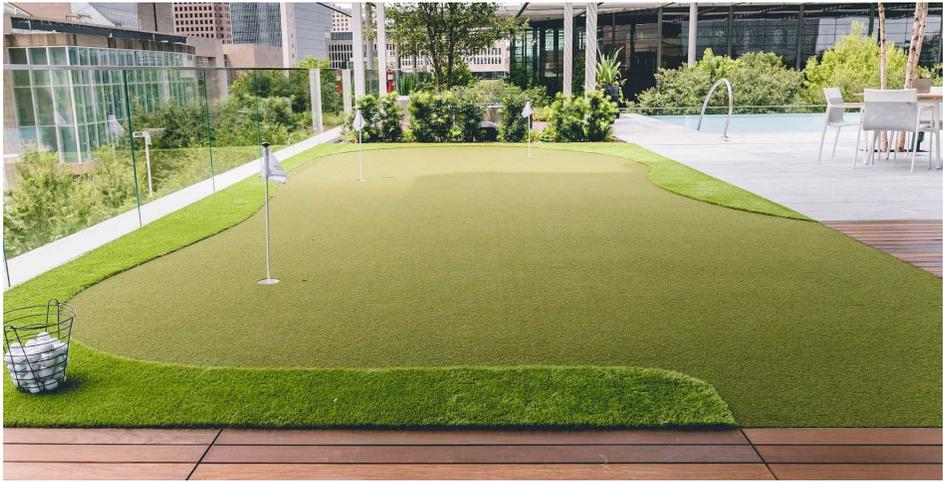


Item 11.



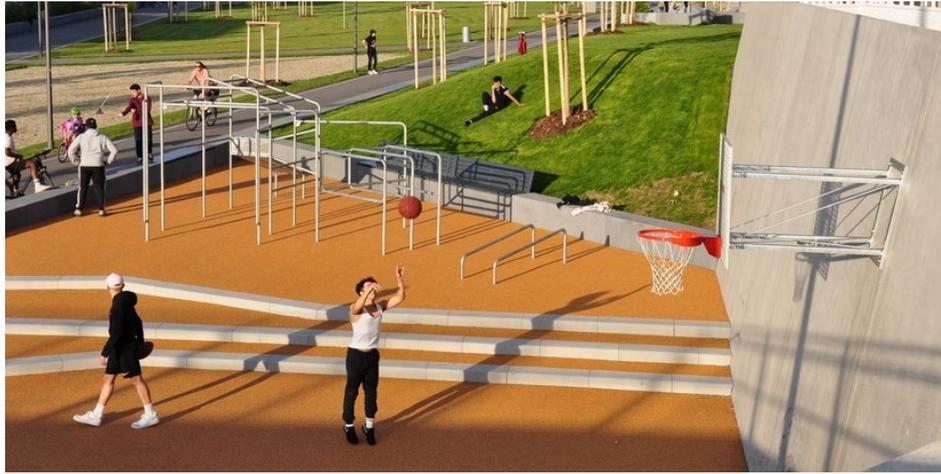
Fire Pit Amenity

Exhibit H – Inspirational Images (ZONE-24-0022)



Putting Green

Exhibit H – Inspirational Images (ZONE-24-0022)



Item 11.



Sports Court

Exhibit H – Inspirational Images (ZONE-24-0022)



Outdoor Spa

Exhibit H – Inspirational Images (ZONE-24-0022)



Shuffleboard

Exhibit H – Inspirational Images (ZONE-24-0022)



Item 11.



Walking / Fitness Trails
Exhibit H – Inspirational Images (ZONE-24-0022)



Nature Overlooks & Butterfly Gardens
Exhibit H – Inspirational Images (ZONE-24-0022)



Food Truck Stations
Exhibit H – Inspirational Images (ZONE-24-0022)



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Development Agreement for Prosper Oaks

Town Council Meeting – December 9, 2025

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

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Cana Capital Series 10 LLC and Frontier 191 Landbank LLC and the Town of Prosper relative to Prosper Oaks. (DEVAGRE-25-0002)

Description of Agenda Item:

On October 14, 2025, the Town Council approved the proposed rezoning request by a vote of 6-1. A Development Agreement has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

- 1. Development Agreement

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Cana Capital Series 10 LLC and Frontier 191 Landbank LLC and the Town of Prosper relative to Prosper Oaks.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between Cana Capital Series 10 LLC and Frontier 191 Landbank LLC and the Town of Prosper relative to Prosper Oaks.

PROSPER OAKS DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), Cana Capital Series 10 LLC, a Texas limited liability company (“Owner A”) and Frontier 191 Landbank LLC, a Texas limited liability company (“Owner B”) to be effective on the latest date executed by a Party (the “Effective Date”). Owner A and Owner B are each referred to herein as an “Owner” and collectively as the “Owners”. Each Owner and the Town are referred to herein individually as a “Party” and collectively as the “Parties”.

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

WHEREAS, Owner A owns certain real property more particularly described on **Exhibit A-1** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Owner B owns certain real property more particularly described on **Exhibit A-2** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the entirety of the property subject to this Agreement is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the “Property”); and

WHEREAS, the Owners are planning to develop or cause the development of one or more projects on the Property, more commonly known as the Prosper Oaks development, which development has previously been approved by the Town or will be approved by the Town substantially concurrent with this Agreement; and

WHEREAS, the Property was rezoned by the Town Council as PD-___ pursuant to Ordinance No. _____ approved by the Town Council on _____, 2025 (as amended, the “PD Ordinance”); and

WHEREAS, certain requirements of applicable law enumerated in Chapter 3000 of the Texas Government Code (“Chapter 3000”) call into question the applicability of certain provisions of the PD Ordinance with respect to building materials and aesthetic methods; and

WHEREAS, the Parties desire to clarify the applicability of certain terms of the PD Ordinance in order for there to be assurance in the development requirements for the Property, incorporate agreed upon development standards for building materials and aesthetic methods for residential development of the Property, and recognize Owners’ reasonable investment-backed expectations in the development of the Property, as more fully described herein.

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

1. Development Standards.

- A. Notwithstanding Chapter 3000, the Parties may agree to building materials requirements for the Property pursuant to this Agreement. Therefore, the Parties agree that any residential structure built on the Property following the Effective Date will comply with the requirements contained in **Exhibit B**, "Building Materials and Architectural Regulations," attached hereto and incorporated herein, notwithstanding any conflicting provision of Chapter 3000. The Parties agree and acknowledge that the provisions of this Paragraph 1.A. shall apply to any residential structure constructed subsequent to the Effective Date. The requirements in **Exhibit B** are the only building materials and aesthetic methods required by the Town for development of the Property. No other building materials, aesthetic methods or architectural requirements shall apply for the development of the Property; therefore, by way of clarification, other building materials and aesthetic methods requirements, including without limitation the provisions contained on **Exhibit C**, do not apply to development of the Property.
- B. The Town agrees and confirms that the Property is not a place or area designated by the Town for its historical, cultural, or architectural importance and significance as set forth in Section 3000.002(d) of the Texas Government Code.

2. Weed-Free Landscape Areas. Each Owner agrees to maintain its respective portion of the Property, or establish one or more homeowners association(s) to maintain, all common areas of the Property, excluding floodplain areas, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Failure to comply with the terms of this Paragraph relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter may result in the Town taking action pursuant to and in accordance with the Town's Code of Ordinances and applicable law.

3. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owners and their heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

4. Applicability of Town Ordinances. The Property shall otherwise be developed and all structures shall otherwise be constructed in accordance with all applicable Town ordinances and building/construction codes.

5. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party is in default under this Agreement, a non-defaulting Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

6. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

7. Notice. Any notices required or permitted to be given hereunder (each, a "Notice"), shall be given in writing and may be served (i) by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; (ii) by electronic mail; (iii) by delivering the same in person to such party via hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as FedEx that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (ii) herewith shall be effective upon receipt at the address of the addressee if received by 5:00 pm CT, otherwise notice shall be effective on the next business day. Notice given in accordance with (iii) and (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in accordance with (i) herewith shall be effective within three (3) business days of deposit. For purposes of this Agreement, "business day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" under this Agreement shall mean calendar days.

For purposes of notification, the addresses of the Parties shall be as follows:

If to the Town: The Town of Prosper
 250 W. First Street
 P.O. Box 307
 Prosper, Texas 75078
 Attention: Town Manager
 Email: mcanizares@prospertx.gov

If to Owner A: Cana Capital Series 10 LLC
 2061 S. Stemmons Freeway
 Lewisville, Texas 75067
 Attn: Omar Oweis
 E-mail: omaroweis@canacapital.com

If to Owner B: Frontier 191 Landbank LLC
 826 Mango Court
 Coppell, TX 75019-4764
 Attn: Vijay Borra
 Email: vijay@dfwland.com

with copy to:

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

Any party may change its address by written notice in accordance with this section.

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

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

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

11. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to

the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

12. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Each Owner warrants and represents that the individual(s) executing this Agreement on behalf of such Owner, as applicable, has full authority to execute this Agreement and bind such Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

13. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

14. Mediation. The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Any Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Parties (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's or Parties' receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then any Party may (but shall not be obligated to) commence an action in accordance with the requirements of Section 6 herein.

15. Assignment. Each Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of such Owner under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) a homeowners association or property owners association for all or a portion of the Property; or (iii) any entity that is controlled by or under common control with any Owner (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by one or more Owner(s), as applicable, and the Assignee(s) and shall obligate the Assignee(s) to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property (or portion thereof) that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by an Owner shall release such Owner from any liability that resulted from an act or omission by such Owner that occurred prior to the effective date of the assignment. Each Owner

shall maintain true and correct copies of all such assignments by such Owner, including a copy of each executed assignment and the Assignee's Notice information.

16. Sovereign Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the Town irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the Town may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement. Except as provided herein, the Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

17. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

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

19. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as

part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

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

22. Amendment. This Agreement shall not be modified or amended except in writing signed by all Parties.

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

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

25. Condition Precedent to Agreement. The Parties enter into this Agreement expressly conditioned in reliance upon the Town's consideration and approval of a rezoning for the Property per the PD Ordinance consistent with this Agreement, **Exhibit B** and the zoning application previously submitted to the Town which rezoning and approval of the PD Ordinance shall occur in accordance with all requirements of applicable law prior to September 1, 2025 or this Agreement shall be null and void.

[Remainder of page intentionally left blank. Signature pages follow.]

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

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager, Town of Prosper

Date: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER A:

Cana Capital Series 10 LLC,
a Texas limited liability company

By: _____
Omar Oweis
Authorized Representative

By: _____
Basem Nimri
Authorized Representative

By: _____
Phillip Neece
Authorized Representative

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Omar Oweis, Authorized Representative of Cana Capital Series 10 LLC, a Texas limited liability company, on behalf of said entity.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary public in and for the State of Texas
My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2025 by Basem Nimri, Authorized Representative of Cana Capital Series 10 LLC, a Texas limited liability company, on behalf of said entity.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary public in and for the State of Texas
My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2025 by Phillip Neece, Authorized Representative of Cana Capital Series 10 LLC, a Texas limited liability company, on behalf of said entity.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary public in and for the State of Texas
My commission expires: _____

OWNER B:

Frontier 191 Landbank LLC,
a Texas limited liability company

By: _____
Vijay Borra, Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Vijay Borra, Manager of Frontier 191 Landbank LLC, a Texas limited liability company on behalf of said entity, for the purposes therein stated and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Description and Depiction

(see attached)

ZONE-24-0022

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a point in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaijanneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No, 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract, a distance of 1,610.38 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°40'48" West, departing said northerly line, and along the westerly line of said 189.695-acre tract, and the easterly line of said Sutton Fields Phase 4A, a distance of 944.35 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'33" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,904.79 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°24'33" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, a distance of 142.06 feet to the northeast corner said 5.3266-acre tract, common to a northwest corner of said 155.903-acre tract, and at the beginning of a non-tangent curve to the left with a radius of 368.27 feet, a central angle of 37°21'13", and a chord bearing and distance of South 70°07'56" East, 235.86 feet;

THENCE in an easterly direction, along the northerly line of said 155.903-acre tract, and continuing along the southerly line of said 109.926-acre tract, with said non-tangent curve to the left, an arc distance of 240.09 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.81 feet to a point for corner being the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE North 89°21'20" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 707.09 feet to the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded in Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 131.49 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;
North 82°30'00" East, a distance of 89.32 feet to a point for corner;
South 73°30'00" East, a distance of 61.35 feet to a point for corner;
South 03°30'00" East, a distance of 80.35 feet to a point for corner;
South 44°30'00" West, a distance of 98.69 feet to a point for corner;
South 68°00'00" West, a distance of 162.38 feet to a point for corner;
South 42°30'00" West, a distance of 146.51 feet to a point for corner;
South 05°30'00" East, a distance of 79.52 feet to a point for corner;
South 53°30'00" East, a distance of 96.87 feet to a point for corner;
South 18°00'00" East, a distance of 161.60 feet to a point for corner;
South 20°00'00" West, a distance of 148.19 feet to a point for corner;
South 15°00'00" West, a distance of 172.18 feet to a point for corner;
South 33°30'00" West, a distance of 286.52 feet to a point for corner;
South 49°00'00" West, a distance of 92.68 feet to a point for corner;
North 86°30'00" West, a distance of 86.67 feet to a point for corner;
South 51°00'00" West, a distance of 46.11 feet to a point for corner;
South 12°00'00" West, a distance of 183.60 feet to a point for corner;
South 61°00'00" West, a distance of 125.65 feet to a point for corner;
North 62°00'00" West, a distance of 117.81 feet to a point for corner;
South 74°30'00" West, a distance of 83.62 feet to a point for corner;
South 32°30'00" West, a distance of 99.40 feet to a point for corner;
South 03°00'00" West, a distance of 103.89 feet to a point for corner;
South 46°00'00" East, a distance of 51.34 feet to a point for corner;
North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.54 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2;

THENCE North 00°10'32" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.89 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'35" West, a distance of 25.32 feet to a point for corner;

South 62°23'05" West, a distance of 74.71 feet to a point for corner;

South 63°16'45" West, a distance of 46.88 feet to a point for corner;

South 60°27'45" West, a distance of 36.25 feet to a point for corner;

South 59°53'36" West, a distance of 29.79 feet to a point for corner;

South 56°31'38" West, a distance of 28.94 feet to a point for corner;
South 53°35'52" West, a distance of 60.89 feet to a point for corner;
South 50°17'17" West, a distance of 31.83 feet to a point for corner;
South 46°18'44" West, a distance of 31.30 feet to a point for corner;
South 44°23'42" West, a distance of 33.07 feet to a point for corner;
South 40°37'21" West, a distance of 32.29 feet to a point for corner;
South 78°39'41" West, a distance of 42.01 feet to a point for corner;
North 68°40'25" West, a distance of 41.63 feet to a point for corner;
South 71°30'37" West, a distance of 47.59 feet to a point for corner;
South 39°09'08" West, a distance of 42.46 feet to a point for corner;
South 21°43'06" West, a distance of 42.39 feet to a point for corner;
South 27°17'06" West, a distance of 36.07 feet to a point for corner;
South 35°37'35" West, a distance of 35.68 feet to a point for corner;
South 32°14'45" West, a distance of 37.49 feet to a point for corner;
South 25°12'34" West, a distance of 85.30 feet to a point for corner;
South 46°44'58" West, a distance of 42.18 feet to a point for corner;
South 71°49'34" West, a distance of 42.89 feet to a point for corner;
South 87°47'30" West, a distance of 47.42 feet to a point for corner;
North 78°42'49" West, a distance of 45.72 feet to a point for corner;
North 57°26'29" West, a distance of 44.71 feet to a point for corner;
North 47°21'25" West, a distance of 45.17 feet to a point for corner;
North 41°16'16" West, a distance of 44.92 feet to a point for corner;
North 79°16'06" West, a distance of 46.36 feet to a point for corner;
South 61°42'33" West, a distance of 42.39 feet to a point for corner;

South 00°00'00" East, a distance of 45.45 feet to a point for corner;
South 21°42'25" East, a distance of 44.11 feet to a point for corner;
South 33°01'59" East, a distance of 45.17 feet to a point for corner;
South 46°40'14" East, a distance of 44.26 feet to a point for corner;
South 31°27'25" East, a distance of 38.89 feet to a point for corner;
South 13°16'01" West, a distance of 44.03 feet to a point for corner;
South 26°26'57" West, a distance of 49.23 feet to a point for corner;
South 24°35'01" West, a distance of 57.69 feet to a point for corner;
South 32°19'20" West, a distance of 44.83 feet to a point for corner;
South 45°22'19" West, a distance of 49.31 feet to a point for corner;
South 15°05'05" West, a distance of 44.34 feet to a point for corner;
South 12°20'28" West, a distance of 47.05 feet to a point for corner;
South 51°32'13" East, a distance of 47.72 feet to a point for corner;
South 55°21'56" East, a distance of 46.41 feet to a point for corner;
South 49°57'16" East, a distance of 45.99 feet to a point for corner;
South 55°15'58" East, a distance of 45.45 feet to a point for corner;
South 49°03'19" East, a distance of 25.79 feet to a point for corner;
South 23°24'18" East, a distance of 45.63 feet to a point for corner;
South 10°19'41" West, a distance of 47.19 feet to a point for corner;
South 25°15'46" West, a distance of 48.85 feet to a point for corner;
South 21°39'53" West, a distance of 44.51 feet to a point for corner;
South 28°24'27" West, a distance of 26.50 feet to a point for corner;
South 55°15'28" West, a distance of 49.81 feet to a point for corner;

South 75°22'42" West, a distance of 44.43 feet to a point for corner;

South 69°07'57" West, a distance of 44.61 feet to a point for corner;

South 49°24'01" West, a distance of 41.71 feet to a point for corner;

South 06°59'05" East, a distance of 46.31 feet to a point for corner;

South 35°51'45" East, a distance of 46.30 feet to a point for corner;

South 32°06'53" East, a distance of 49.72 feet to a point for corner;

South 14°50'58" East, a distance of 44.18 feet to a point for corner;

South 28°25'20" West, a distance of 42.52 feet to a point for corner;

South 67°49'43" West, a distance of 46.70 feet to a point for corner;

South 79°32'39" West, a distance of 40.33 feet to a point for corner;

South 81°37'04" West, a distance of 49.99 feet to a point for corner;

South 78°01'30" West, a distance of 36.45 feet to a point for corner;

South 05°35'13" East, a distance of 47.57 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°47'35" East, along the southerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 194.03 feet to an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°27'59" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 515.78 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.51 feet to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and said southerly line, a distance of 1,002.31 feet to the northwest corner of said Tract 3 and the easternmost

northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°17'30" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.42 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°13'22" East, a distance of 978.26 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract;

North 89°01'33" East, a distance of 470.85 feet to an ell corner of said 189.695-acre tract;

North 00°28'00" West, a distance of 720.06 feet to the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'18" West, a distance of 486.36 feet to the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'33" West, a distance of 2,725.96 feet to the **POINT OF BEGINNING** and containing 16,270,126 square feet or 373.5107 acres of land, more or less.

The bearings for this exhibit are based on a bearing of N89°18'40"E for the north line of the called 189.695-tract according to the special warranty deed recorded in instrument number 2021-120739 of the Public Records of Denton County, Texas.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com



EXHIBIT A-1

Owner A Property Description

(see attached)

Being a tract of land situated in the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being a portion of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and a portion of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and being more particularly described as follows:

Beginning at the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, Plat Records of Denton County, Texas, same being in Parvin Road (a public road) and the easterly line of a called 0.366 acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19369, said Official Records;

Thence South 89°11'31" East, departing the easterly line of said 0.366 acre tract, and along the northerly line of said 155.903-acre tract and the southerly line of said Sutton Fields Phase 3D, a distance of 1,163.72 feet to the southeast corner of said Sutton Fields Phase 3D, common to the southwest corner of a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records;

Thence South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.3266-acre tract;

Thence South 56°15'56" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, and along the northerly line of said 155.903-acre tract, a distance of 180.59 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 33°01'08", and a chord bearing and distance of South 72°46'30" East, 198.92 feet;

Thence in an easterly direction, continuing along the northerly line of said 155.903-acre tract and the southerly line of said 109.926-acre tract, with said tangent curve to the left, an arc distance of 201.70 feet to a point for corner;

Thence South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.80 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

Thence South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an "X" cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded in Instrument No. 2021-74160, said Official Records;

Thence departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner;
South 37°30'00" East, a distance of 160.31 feet to a point for corner;
South 20°00'00" East, a distance of 146.57 feet to a point for corner;
South 33°30'00" West, a distance of 125.24 feet to a point for corner;

Continued

South 77°00'00" West, a distance of 163.96 feet to a point for corner;
 North 70°00'00" West, a distance of 159.08 feet to a point for corner;
 North 20°00'00" West, a distance of 145.13 feet to a point for corner;
 North 64°00'00" West, a distance of 105.82 feet to a point for corner;
 South 46°00'00" West, a distance of 137.91 feet to a point for corner;
 South 03°30'00" East, a distance of 88.33 feet to a point for corner;
 South 36°30'00" East, a distance of 126.60 feet to a point for corner;
 South 46°00'00" West, a distance of 143.43 feet to a point for corner;
 South 03°30'00" East, a distance of 96.44 feet to a point for corner;
 South 39°30'00" East, a distance of 67.58 feet to a point for corner;
 North 82°30'00" East, a distance of 89.32 feet to a point for corner;
 South 73°30'00" East, a distance of 61.35 feet to a point for corner;
 South 03°30'00" East, a distance of 80.35 feet to a point for corner;
 South 44°30'00" West, a distance of 98.69 feet to a point for corner;
 South 68°00'00" West, a distance of 162.38 feet to a point for corner;
 South 42°30'00" West, a distance of 146.51 feet to a point for corner;
 South 05°30'00" East, a distance of 79.52 feet to a point for corner;
 South 53°30'00" East, a distance of 96.87 feet to a point for corner;
 South 18°00'00" East, a distance of 161.60 feet to a point for corner;
 South 20°00'00" West, a distance of 148.19 feet to a point for corner;
 South 15°00'00" West, a distance of 172.18 feet to a point for corner;
 South 33°30'00" West, a distance of 286.52 feet to a point for corner;
 South 49°00'00" West, a distance of 92.68 feet to a point for corner;
 North 86°30'00" West, a distance of 86.67 feet to a point for corner;
 South 51°00'00" West, a distance of 46.11 feet to a point for corner;
 South 12°00'00" West, a distance of 183.60 feet to a point for corner;
 South 61°00'00" West, a distance of 125.65 feet to a point for corner;
 North 62°00'00" West, a distance of 117.81 feet to a point for corner;
 South 74°30'00" West, a distance of 83.62 feet to a point for corner;
 South 32°30'00" West, a distance of 99.40 feet to a point for corner;
 South 03°00'00" West, a distance of 103.89 feet to a point for corner;
 South 46°00'00" East, a distance of 51.34 feet to a point for corner;
 North 78°30'00" East, a distance of 112.64 feet to a point for corner;
 South 83°30'00" East, a distance of 109.64 feet to a point for corner;
 South 20°30'00" East, a distance of 123.94 feet to a point for corner;
 South 37°00'00" West, a distance of 84.31 feet to a point for corner;
 South 75°30'00" West, a distance of 201.74 feet to a point for corner;
 South 44°30'00" West, a distance of 137.72 feet to a point for corner;
 South 86°30'00" West, a distance of 242.05 feet to a point for corner;
 South 62°30'00" West, a distance of 215.47 feet to a point for corner;
 North 89°00'00" West, a distance of 124.44 feet to a point for corner;
 South 77°30'00" West, a distance of 146.53 feet to a point for corner;
 South 33°00'00" West, a distance of 105.98 feet to a point for corner;
 South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

Thence South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 102.01 feet to a point for corner;

Thence North 30°44'18" West, departing the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, and crossing said 155.903-acre tract and aforesaid 189.695 acre tract, a distance of 1,544.90 feet to a point for corner;

Thence North 59°52'20" West, continuing across said 189.695 acre tract, a distance of 1,016.72 feet to a point for corner;

Continued

Thence North 23°39'44" West, continuing across said 189.695 acre tract, a distance of 588.20 feet to a point for corner in aforesaid Parvin Road, on the northerly line of said 189.695 acre tract and on the southerly line of a called 5.0 acre tract of land described in a deed to Travadi Investments LLC, as recorded in Instrument No. 2017-38158, said Official Records;

Thence North 89°18'40" East, along the northerly line of said 189.695-acre tract, the southerly line of said 5.0 acre tract, the southerly line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, said Plat Records, and said Parvin Road, a distance of 699.21 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

Thence North 00°39'42" West, departing said northerly line, and along the westerly line of said 155.903-acre tract, the easterly line of said Sutton Fields Phase 4A, the easterly line of a called 1.000 acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398 acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-67775, said Official Records, the easterly line of aforesaid 0.366 acre tract, and continuing along said Parvin Road, a distance of 944.52 feet to the Point of Beginning and containing 7,914,430 square feet or 181.690 acres of land, more or less.

Less and except Tract 1:

Being a tract of land situated in the H. Rue Survey, Abstract No. 1111, in Denton County, Texas, being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod found for corner at the most westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Amanda S. Myers Irrevocable Asset Trust, by deed recorded in Instrument No. 201100125051 of the Deed Records of Denton County, Texas;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along the South line of said Myers tract, a distance of 1,163.26 feet to a PK nail found, said point being the Southeast corner of said Myers;

Thence South 89 Degrees 11 Minutes 35 Seconds East, a distance of 284.84 feet to a P/K nail set in Parvin Road (public right-of-way), in asphalt for corner, said point being the point of beginning;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along said Parvin Road, a distance of 275.96 feet to a P/K nail set for corner;

Thence South 00 degrees 41 minutes 42 seconds West, a distance of 789.02 feet to a 1/2 inch iron rod set for corner;

Thence North 89 degrees 18 minutes 18 seconds West, a distance of 275.96 feet to a 1/2 inch iron rod set for corner;

Thence North 00 degrees 41 minutes 42 seconds East, a distance of 789.56 feet to the point of beginning containing 217,815 square feet or 5.00 acres of land.

Less and except Tract 2:

Being a tract of land situated in the H. Rue Survey, Abstract No. 1111, in Denton County, Texas being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod found for corner at the most Westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Mike A. Myers Investment Holdings, L.P. by deed recorded in Instrument No. 2005-33382, of the Deed Records of Denton County, Texas;

Continued

Thence South 89 degrees 11 minutes 35 seconds East, along the South line of said Mike A. Myers Investment Holdings, L.P. tract, a distance of 1163.26 feet to a PK nail found, said point being the Southeast corner of said Mike A. Myers Investment Holdings, L.P. tract;

Thence South 89 degrees 11 minutes 35 seconds East, a distance of 560.18 feet to a PK nail set in Parvin Road, in asphalt for corner, said point being the Point of Beginning and the Northwest corner of herein described tract;

Thence South 89 degrees 11 minutes 35 seconds East, along said Parvin Road, a distance of 180.70 feet to a ½ inch iron rod set for angle point with a yellow cap stamped (DC&A INC);

Thence South 56 degrees 24 minutes 19 seconds East, a distance of 142.09 feet to a PK nail set in asphalt for corner, said point being the Northeast corner of herein described tract;

Thence South 00 degrees 41 minutes 42 seconds West, departing said Parvin Road, a distance of 711.49 feet to a ½ inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southeast corner of herein described tract;

Thence North 89 degrees 18 minutes 18 seconds West, a distance of 300.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southwest corner of herein described tract;

Thence North 00 degrees 41 minutes 42 seconds East, a distance of 789.02 feet to the Point of Beginning and containing 232,027.22 square feet or 5.326 acres of land.

Being a tract of land situated in the H. Rue Survey, Abstract No. 1111, in Denton County, Texas, being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod found for corner at the most westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Amanda S. Myers Irrevocable Asset Trust, by deed recorded in Instrument No. 201100125051 of the Deed Records of Denton County, Texas;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along the South line of said Myers tract, a distance of 1,163.26 feet to a PK nail found, said point being the Southeast corner of said Myers;

Thence South 89 Degrees 11 Minutes 35 Seconds East, a distance of 284.84 feet to a P/K nail set in Parvin Road (public right-of-way), in asphalt for corner, said point being the point of beginning;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along said Parvin Road, a distance of 275.96 feet to a P/K nail set for corner;

Thence South 00 degrees 41 minutes 42 seconds West, a distance of 789.02 feet to a 1/2 inch iron rod set for corner;

Thence North 89 degrees 18 minutes 18 seconds West, a distance of 275.96 feet to a 1/2 inch iron rod set for corner;

Thence North 00 degrees 41 minutes 42 seconds East, a distance of 789.56 feet to the point of beginning containing 217,815 square feet or 5.00 acres of land.

Being a tract of land situated in the H. Rue Survey, Abstract No. 1111, in Denton County, Texas being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod found for corner at the most Westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Mike A. Myers Investment Holdings, L.P. by deed recorded in Instrument No. 2005-33382, of the Deed Records of Denton County, Texas;

Thence South 89 degrees 11 minutes 35 seconds East, along the South line of said Mike A. Myers Investment Holdings, L.P. tract, a distance of 1163.26 feet to a PK nail found, said point being the Southeast corner of said Mike A. Myers Investment Holdings, L.P. tract;

Thence South 89 degrees 11 minutes 35 seconds East, a distance of 560.18 feet to a PK nail set in Parvin Road, in asphalt for corner, said point being the Point of Beginning and the Northwest corner of herein described tract;

Thence South 89 degrees 11 minutes 35 seconds East, along said Parvin Road, a distance of 180.70 feet to a 1/2 inch iron rod set for angle point with a yellow cap stamped (DC&A INC);

Thence South 56 degrees 24 minutes 19 seconds East, a distance of 142.09 feet to a PK nail set in asphalt for corner, said point being the Northeast corner of herein described tract;

Thence South 00 degrees 41 minutes 42 seconds West, departing said Parvin Road, a distance of 711.49 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southeast corner of herein described tract;

Thence North 89 degrees 18 minutes 18 seconds West, a distance of 300.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southwest corner of herein described tract;

Thence North 00 degrees 41 minutes 42 seconds East, a distance of 789.02 feet to the Point of Beginning and containing 232,027.22 square feet or 5.326 acres of land.

EXHIBIT A-2

Owner B Property Description

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being a portion of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and a portion of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaijanjanya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract, a distance of 911.21 feet to a point for corner;

THENCE departing said northerly line and crossing said 189.695-acre tract and said 155.903-acre tract, the following courses and distances;

South 23°39'44" East, a distance of 588.20 feet to a point for corner;

South 59°52'20" East, a distance of 1,016.72 feet to a point for corner;

South 30°44'18" East, a distance of 1,544.90 feet to being on the southerly line of said 155.903-acre tract and the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 611.51 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2 inch iron rod (bent) found for witness bears South 32°24' East, 3.95 feet;

THENCE North 00°13'47" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'20" West, a distance of 25.71 feet to a point for corner;

South 62°22'50" West, a distance of 74.71 feet to a point for corner;

South 63°16'30" West, a distance of 46.88 feet to a point for corner;

South 60°27'30" West, a distance of 36.25 feet to a point for corner;

South 59°53'21" West, a distance of 29.79 feet to a point for corner;

South 56°31'23" West, a distance of 28.94 feet to a point for corner;

Continued

South 53°35'37" West, a distance of 60.89 feet to a point for corner;
South 50°17'02" West, a distance of 31.83 feet to a point for corner;
South 46°18'29" West, a distance of 31.30 feet to a point for corner;
South 44°23'27" West, a distance of 33.07 feet to a point for corner;
South 40°37'06" West, a distance of 32.29 feet to a point for corner;
South 78°39'26" West, a distance of 42.01 feet to a point for corner;
North 68°40'40" West, a distance of 41.63 feet to a point for corner;
South 71°30'22" West, a distance of 47.59 feet to a point for corner;
South 39°08'53" West, a distance of 42.46 feet to a point for corner;
South 21°42'51" West, a distance of 42.39 feet to a point for corner;
South 27°16'51" West, a distance of 36.07 feet to a point for corner;
South 35°37'20" West, a distance of 35.68 feet to a point for corner;
South 32°14'30" West, a distance of 37.49 feet to a point for corner;
South 25°12'19" West, a distance of 85.30 feet to a point for corner;
South 46°44'43" West, a distance of 42.18 feet to a point for corner;
South 71°49'19" West, a distance of 42.89 feet to a point for corner;
South 87°47'15" West, a distance of 47.42 feet to a point for corner;
North 78°43'04" West, a distance of 45.72 feet to a point for corner;
North 57°26'44" West, a distance of 44.71 feet to a point for corner;
North 47°21'40" West, a distance of 45.17 feet to a point for corner;
North 41°16'31" West, a distance of 44.92 feet to a point for corner;
North 79°16'21" West, a distance of 46.36 feet to a point for corner;
South 61°42'18" West, a distance of 42.39 feet to a point for corner;
South 00°00'15" East, a distance of 45.45 feet to a point for corner;
South 21°42'40" East, a distance of 44.11 feet to a point for corner;
South 33°02'14" East, a distance of 45.17 feet to a point for corner;
South 31°27'40" East, a distance of 38.89 feet to a point for corner;
South 13°15'46" West, a distance of 44.03 feet to a point for corner;
South 26°26'42" West, a distance of 49.23 feet to a point for corner;

Continued

South 24°34'46" West, a distance of 57.69 feet to a point for corner;
South 32°19'05" West, a distance of 44.83 feet to a point for corner;
South 45°22'04" West, a distance of 49.31 feet to a point for corner;
South 15°04'50" West, a distance of 44.34 feet to a point for corner;
South 12°20'13" West, a distance of 47.05 feet to a point for corner;
South 51°32'28" East, a distance of 47.72 feet to a point for corner;
South 55°22'11" East, a distance of 46.41 feet to a point for corner;
South 49°57'31" East, a distance of 45.99 feet to a point for corner;
South 55°16'13" East, a distance of 45.45 feet to a point for corner;
South 49°03'34" East, a distance of 25.79 feet to a point for corner;
South 23°24'33" East, a distance of 45.63 feet to a point for corner;
South 10°19'26" West, a distance of 47.19 feet to a point for corner;
South 25°15'31" West, a distance of 48.85 feet to a point for corner;
South 21°39'38" West, a distance of 44.51 feet to a point for corner;
South 28°24'12" West, a distance of 26.50 feet to a point for corner;
South 55°15'13" West, a distance of 49.81 feet to a point for corner;
South 75°22'27" West, a distance of 44.43 feet to a point for corner;
South 69°07'42" West, a distance of 44.61 feet to a point for corner;
South 49°23'46" West, a distance of 41.71 feet to a point for corner;
South 06°59'20" East, a distance of 46.31 feet to a point for corner;
South 35°52'00" East, a distance of 46.30 feet to a point for corner;
South 32°07'08" East, a distance of 49.72 feet to a point for corner;
South 14°51'13" East, a distance of 44.18 feet to a point for corner;
South 28°25'05" West, a distance of 42.52 feet to a point for corner;
South 67°49'28" West, a distance of 46.70 feet to a point for corner;
South 79°32'24" West, a distance of 40.33 feet to a point for corner;
South 81°36'49" West, a distance of 49.95 feet to a point for corner;
South 78°01'15" West, a distance of 36.49 feet to a point for corner;

South 05°35'28" East, a distance of 47.80 feet to the southernmost southeast corner of said 17.070 acre tract,
being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

Continued

THENCE North 85°37'47" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 193.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°33'27" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 516.01 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.59 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southerly southeast corner of said 189.695-acre tract, common to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and the southerly line of said 189.695-acre tract, a distance of 1,002.42 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°18'00" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.44 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the North 00°12'17" East, a distance of 978.51 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract, from which, a 5/8 inch iron rod found for witness bears North 11°17' West, 1.16 feet;

North 89°06'26" East, a distance of 471.46 feet to a 4 inch metal post found for an ell corner of said 189.695-acre tract, from which, a 1/2 inch iron rod found for witness bears North 02°24' East, 1.67 feet; North 00°29'54" West, a distance of 720.64 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'01" West, a distance of 486.46 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'30" West, a distance of 2,726.37 feet to the POINT OF BEGINNING and containing 8,352,177 square feet or 191.740 acres of land, more or less.

EXHIBIT B

Building Materials and Architectural Regulations

1. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with *Attachment 1*, with regard to design. Materials shall be governed by Section 2 below. Otherwise stated, building materials are not required to match what is shown on *Attachment 1*; rather, building material(s), including without limitation color palettes or types of materials may consist of any of the materials allowed in Section 2 herein, subject to the requirements in that section. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this Section 1 and Section 2 below. The architectural styles depicted on *Attachment 1* are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on *Attachment 1* so long as they are in general conformance with one of the styles on *Attachment 1*. The applicant may submit alternate/different elevations that do not comply with the requirements of this **Exhibit B** (e.g., are a different style/design than *Attachment 1* or deviate from Section 2) and such alternate elevations may be approved by the Town's Development Services Director or his/her designee ("Development Services Director"), except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to Section 2 herein will require review by the Planning & Zoning Commission and approval by the Town Council.

2. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:
 - i. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.
 - ii. Cementitious fiber board is considered masonry, but may only constitute:
 1. For the side and rear facades of any home: Up to twenty percent (20%) of stories other than the first story on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).
 - iii. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).

- iv. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 2(ii) above.
 - v. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.
 - vi. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.
 - vii. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.
 - viii. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.
 - ix. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.
 - x. Roof material shall be standing seam copper, metal roof or standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director. By way of clarification, roofing or roof materials are not required to match what is shown on *Attachment 1* hereto; rather, roof material may consist of any of the materials listed in this subsection.
3. The requirements in this **Exhibit B** shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the Property.

Attachment 1 to Exhibit B

Architectural Styles

(see attached)



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY



SPANISH



TRADITIONAL

EXHIBIT C

By way of clarification, the below building materials and aesthetic method requirements do not apply to the development of the Property per Chapter 3000. The requirements on **Exhibit B** to the Agreement are the only building material and aesthetic method requirements that apply to development of the Property.

- A. Chapter 4, Section 9.8 (Exterior construction of residential buildings); Chapter 4, Section 9.14 (Alternating single family plan elevations); and Chapter 4, Section 7.6(A)-(C) (Detached garage and accessory building construction) of the Zoning Ordinance of the Town of Prosper, as amended, do not apply to development of the Property pursuant to Chapter 3000.



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Public Works and Parks Service Center GMP

Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving a Guaranteed Maximum Price (GMP) of \$22,998,613 between Byrne Construction and the Town of Prosper, for the construction of the Public Works and Parks Service Center and authorize the Town Manager to execute documents for the same.

Description of Agenda Item:

On May 28, 2024, Town Council approved a professional services agreement with Quorum Architects to design the Public Works and Parks Service Center included in the 2024 Capital Improvements Plan. Over the past 18 months, Staff has collaborated with Quorum to finalize the design of a new administration building and shop facility. During design, the Town elected to use the Construction Manager-at-Risk (CMAR) delivery method, and on November 7, 2024, Council awarded the CMAR contract to Byrne Construction Group.

Byrne Construction Group provided updated cost estimates throughout the process, beginning at Design Development and continuing through receiving of bids on November 4, 2025. The administration building was identified as the base bid, with four alternate bids included. The prices received are listed below:

- Base Bid (Administration Building) – \$22,998,613
- Alternate #1 (Shop Building) – \$4,756,403
- Alternate #2 (Covered Storage Public Works) – \$770,504
- Alternate #3 (Covered Storage Parks) – \$564,191
- Alternate #4 (Aggregate Bins) – \$221,592
- Alternate #5 (Employee Plaza) - \$411,403

Following the results of the 2025 Bond Election, Staff worked with Byrne and Quorum to reduce the scope to fit within available cash on hand. Adjustments to the administration building included shelling portions of the structure, removing concrete Town vehicle parking areas, and implementing various architectural changes. These revisions reduced the administration building cost to \$22,998,613.

For Alternate #1, the Shop Facility, Staff reduced the square footage by eliminating one bay, removing second-floor mezzanines, removing bay door canopies, shelling two bays, and reducing miscellaneous shop equipment. These changes brought the shop cost to \$4,756,403. However, even with these reductions, funding remains insufficient.

Staff have requested that Quorum redesign the shop as a pre-engineered metal building to further lower the cost. The redesign is estimated at \$80,000 and will maintain similar functional capabilities. After the redesign is completed, Staff intends to bring forward a change order for Council consideration to add construction of the shop.

Staff recommends approval of the Base Bid for a total GMP of \$22,998,613, and recommends rejecting Alternates #1, #2, #3, #4 and #5.

Budget Impact:

The original project budget totaled \$15,000,000 as part of the Capital Improvement Plan. Additional funding has been identified from project savings in water/sewer projects and capital dedicated funds for a total funding availability of \$25,350,000. Remaining funds are proposed to be programmed for the shop building once redesign is complete.

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. AIA Document – Guaranteed Maximum Price Agreement

Town Staff Recommendation:

Town Staff recommend the Town Council approve a Guaranteed Maximum Price (GMP) Agreement between Byrne Construction Group and the Town of Prosper to construct the Public Works and Parks Service Center for \$22,998,613 and authorize the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve a Guaranteed Maximum Price (GMP) Agreement between Byrne Construction Group and the Town of Prosper to construct the Public Works and Parks Service Center for \$22,998,613 and authorize the Town Manager to execute documents for the same.



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 25th day of November in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of December in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Public Works and Parks Service Center
RFP No. 2025-02-B

THE OWNER:
(Name, legal status, and address)

Town of Prosper
250 W. First Street
Prosper, Texas 75078

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Thos. S. Byrne, Inc. dba Byrne Construction Services
551 E. Berry Street
Fort Worth, Texas 76110

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty Two Million, Nine Hundred Ninety Eight Thousand, and Six Hundred Thirteen

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Dollars (\$ 22,998,613), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See attached Exhibit A.1 – Cost Summary.

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See attached Exhibit A.2 – Alternates.	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See attached Exhibit A.2 – Alternates.		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See attached Exhibit A.3 – Unit Prices.		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Date of Commencement will be based on Notice to Proceed date or issuance of building permit, whichever occurs last.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:39:07 ET on 11/25/2025 under Order No.4104247118 which expires on 12/31/2025, is not for resale, is licensed for one-time use only, and may only be used accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

See attached Exhibit A.4 – Project Schedule.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable.	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit A.5 – Contract Documents.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit A.5 – Contract Documents.

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See attached Exhibit A.6 – Allowances.	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See attached Exhibit A.7 – Qualifications & Clarifications.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit A.8 – Value Options Log & Exhibits

ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

To Be Determined

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Paul Avila, COO

(Printed name and title)

Exhibit “A.1” Cost Summary

See attached Cost Summary dated November 25, 2025.

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

30,500 sqft

Bid Package #	Bid Package Description		100%CD GMP	Cost/SF	Notes
010020	Temporary Construction		\$ 644,106	\$ 21.12	
017400	Final Cleaning		\$ 25,890	\$ 0.85	
023000	Demolition		-	-	
033000	Concrete		\$ 3,895,976	\$ 127.74	
033000	Pier Casings & Dewatering Allowance	Allow.	\$ 200,000	\$ 6.56	
044000	Masonry		\$ 707,880	\$ 23.21	
051000	Structural Steel		\$ 916,231	\$ 30.04	
053110	Mezz & Wire Mesh Partitions		-	-	See Alternates
061000	Rough Carpentry		\$ 81,971	\$ 2.69	
062000	Architectural Woodwork		\$ 294,534	\$ 9.66	
071000	Waterproofing & Sealants		\$ 215,061	\$ 7.05	
072500	Spray Insulation		\$ 85,212	\$ 2.79	
074200	Metal Wall Panels & Soffits		\$ 408,105	\$ 13.38	
075000	Roofing		\$ 635,283	\$ 20.83	
081000	Doors, Frames & Hardware		\$ 181,229	\$ 5.94	
083300	Overhead Doors		-	-	See Alternates
084000	Glass & Glazing		\$ 438,035	\$ 14.36	
092100	Drywall & Acoustical		\$ 1,360,870	\$ 44.62	
093000	Tile		\$ 212,977	\$ 6.98	
096600	Resilient Flooring & Base		\$ 299,989	\$ 9.84	
096723	Resinous Flooring		-	-	See Alternates
099100	Painting		\$ 213,700	\$ 7.01	
100000	Specialties & Lockers		\$ 190,116	\$ 6.23	
101400	Room Signage		\$ 65,926	\$ 2.16	
106500	Operable Partition		\$ 86,365	\$ 2.83	
107300	Canopies & Awnings		\$ 150,523	\$ 4.94	
108000	Misc Shop Equipment		-	-	See Alternates
113000	Residential / Kitchen Equipment		\$ 37,699	\$ 1.24	
122000	Window Treatment		\$ 18,387	\$ 0.60	
123500	Lab Casework & Equipment		-	-	See Alternates
133400	Pre-Engineered Structures		-	-	See Alternates
210000	Fire Protection		\$ 170,950	\$ 5.60	
220000	ATMOS Infrastructure Expansion Allowance	Allow.	\$ 35,000	\$ 1.15	Per MP100 Note
220000	Plumbing		\$ 881,251	\$ 28.89	
230000	HVAC		\$ 1,257,993	\$ 41.25	
230010	Test & Balance		\$ 25,550	\$ 0.84	
260000	Electrical & FA		\$ 3,078,429	\$ 100.93	
270000	Communications		\$ 165,756	\$ 5.43	
274000	Audio / Video Systems		\$ 294,344	\$ 9.65	
280000	Security & Access Control		\$ 196,254	\$ 6.43	
310000	Earthwork		\$ 1,474,067	\$ 48.33	
312500	Pavement Markings		\$ 59,398	\$ 1.95	
310001	Site Enabling		\$ 131,662	\$ 4.32	
313116	Termite Treatment		\$ 2,500	\$ 0.08	
321410	Fencing & Gates		\$ 411,319	\$ 13.49	
324000	Unit Pavers		-	-	Removed & excluded

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

30,500 sqft

Bid Package #	Bid Package Description		100%CD GMP	Cost/SF	Notes
329000	Landscape & Irrigation		\$ 969,032	\$ 31.77	
330000	Site Utilities		\$ 1,037,679	\$ 34.02	
	Accepted VE ROM Credit		\$ (1,695,985)	\$ (55.61)	Refer to Value Option Log
Cost of Work Subtotal			\$ 19,861,264	\$ 651.19	
	Design Completion Factor	0.00%	\$ -	\$ -	
	Market Volatility Contingency	1.00%	\$ 198,613	\$ 6.51	
	Contractor Contingency	3.00%	\$ 595,838	\$ 19.54	
	Building Permit		Excluded	\$ -	
Construction Costs Subtotal			\$ 20,655,715	\$ 677.24	
	CGL & Umbrella Insurance	0.96%	\$ 221,017	\$ 7.25	
	Builder's Risk		\$ 36,345	\$ 1.19	
	Payment & Performance Bond		\$ 169,408	\$ 5.55	
Construction Costs & Insurance Subtotal			\$ 21,082,485	\$ 691.23	
	General Conditions & General Requirements		\$ 1,355,186	\$ 44.43	
Subtotal			\$ 22,437,671	\$ 735.66	
	Preconstruction Fee	Via Separate Agreement			
	Fee	2.50%	\$ 560,942	\$ 18.39	
Project SubTotal			\$ 22,998,613	\$ 754.05	
			100%CD GMP		

ALT #1	Shop Building	ADD	\$ 4,756,403	with accepted VE
ALT #2	Covered Storage Public Works	ADD	\$ 770,504	
ALT #3	Covered Storage Parks	ADD	\$ 564,191	
ALT #4	Aggregate Bins	ADD	\$ 221,592	
ALT #5	Employee Plaza Shade Area Upgrade	ADD	\$ 411,403	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP) - ALTERNATE #01 - Shop Building

Date: November 25, 2025

20,000 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #1	Cost/SF	Notes
010020	Temporary Construction		\$ -	\$ -	w/ base bid
017400	Final Cleaning		\$ 15,311	\$ 0.77	
023000	Demolition		\$ -	\$ -	
033000	Concrete		\$ 701,291	\$ 35.06	
033000	Pier Casings & Dewatering Allowance	Allow.	w/ base bid	/	
036500	Polished & Stained Concrete		\$ -	\$ -	
044000	Masonry		\$ 864,960	\$ 43.25	
051000	Structural Steel		\$ 379,193	\$ 18.96	
053110	Mezzanine & Wire Partitions		\$ 476,272	\$ 23.81	
061000	Rough Carpentry		\$ 22,105	\$ 1.11	
062000	Architectural Woodwork		\$ 750	\$ 0.04	
071000	Waterproofing & Sealants		\$ 142,272	\$ 7.11	
072400	Lath & Plaster		\$ -	\$ -	None Shown
072500	Spray Insulation		\$ -	\$ -	None Shown
074200	Metal Wall Panels & Soffits		\$ 198,141	\$ 9.91	
075000	Roofing		\$ 424,732	\$ 21.24	
079000	Fireproofing		\$ -	\$ -	N/A
081000	Doors, Frames & Hardware		\$ 153,928	\$ 7.70	
083300	Overhead Doors		\$ 152,308	\$ 7.62	
084000	Glass & Glazing		\$ 9,545	\$ 0.48	
086000	Skylights		\$ -	\$ -	w/ Roofing (solatubes)
089100	Louvers		\$ -	\$ -	w/ Mechanical
092100	Drywall & Acoustical		\$ 54,166	\$ 2.71	
093000	Tile		\$ 28,080	\$ 1.40	
096600	Resilient Flooring & Base		\$ 7,780	\$ 0.39	
096723	Resinous Flooring		\$ 13,630	\$ 0.68	
099100	Painting		\$ 193,317	\$ 9.67	
100000	Specialties		\$ 16,300	\$ 0.82	
101400	Room Signage		\$ 12,369	\$ 0.62	
105300	Canopies & Awnings		\$ 534,530	\$ 26.73	
108000	Misc. Shop Equipment		\$ 64,161	\$ 3.21	
123500	Lab Equipment & Casework		\$ 79,340	\$ 3.97	
113000	Residential / Kitchen Equipment		\$ 36,260	\$ 1.81	
122000	Window Treatment		\$ -	\$ -	None Shown
133400	Pre-Engineered Structures		\$ -	\$ -	
210000	Fire Protection		\$ 120,050	\$ 6.00	
220000	ATMOS Infrastructure Expansion Allowance	Allow.	w/ base bid		
220000	Plumbing		\$ 650,912	\$ 32.55	
230000	HVAC		\$ 268,087	\$ 13.40	
230593	Testing & Balancing		\$ 4,875	\$ 0.24	
260000	Electrical & FA		\$ 485,760	\$ 24.29	
270000	Communications		\$ 34,619	\$ 1.73	
274000	Audio / Video Systems		\$ -	\$ -	
280000	Security & Access Control		\$ 66,307	\$ 3.32	
310000	Earthwork		\$ 28,950	\$ 1.45	
312500	Pavement Markings		\$ -	\$ -	
310001	Enabling		\$ 4,030	\$ 0.20	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP) - ALTERNATE #01 - Shop Building

Date: November 25, 2025

20,000 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #1	Cost/SF	Notes
313116	Termite Treatment		\$ 1,650	\$ 0.08	
316316	Drilled Piers		w/ concrete	/	
321410	Fencing & Gates		w/ base bid	/	
329900	Retaining Walls		w/ base bid	/	
323000	Site Improvements		w/ base bid	/	
324000	Unit Pavers		\$ -	\$ -	Excluded
329000	Landscape & Irrigation		w/ base bid	/	
330000	Site Utilities		\$ -	\$ -	All Site Utilities to Bldgs in base bid.
Accepted VE ROM Credit			\$ (1,879,953)	\$ (94.00)	Refer to ALT #1 Value Option Log
Cost of Work Subtotal			\$ 4,366,028	\$ 218.30	
	Design Completion Factor	0.00%	\$ -	\$ -	
	Market Volatility Contingency	1.00%	\$ 43,660	\$ 2.18	
	Contractor Contingency	3.00%	\$ 130,981	\$ 6.55	
	Building Permit		Excluded	\$ -	
Construction Costs Subtotal			\$ 4,540,669	\$ 227.03	
	CGL & Umbrella Insurance		\$ 45,709	\$ 2.29	
	Builder's Risk		\$ 7,517	\$ 0.38	
	Payment & Performance Bond		\$ 46,498	\$ 2.32	
Construction Costs & Insurance Subtotal			\$ 4,640,393	\$ 232.02	
	General Conditions & General Requirements		\$ -	\$ -	w/ base bid
Subtotal			\$ 4,640,393	\$ 232.02	
	Preconstruction Fee	Via Separate Agreement			
	Fee	2.50%	\$ 116,010	\$ 5.80	
Project SubTotal			\$ 4,756,403	\$ 237.82	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex

Guaranteed Maximum Price (GMP) - ALTERNATE #02 - Covered Storage Public Works Row

Date: November 25, 2025

15,324 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #2	Cost/SF	Notes
010020	Temporary Construction		\$ -	\$ -	
017400	Final Cleaning		\$ -	\$ -	
023000	Demolition		\$ -	\$ -	
033000	Concrete		\$ 331,271	\$ 21.62	
033000	Pier Casings & Dewatering Allowance	Allow.	w/ base bid		
036500	Polished & Stained Concrete		\$ -	\$ -	
044000	Masonry		\$ -	\$ -	
051000	Structural Steel		\$ 9,403	\$ 0.61	
055000	Decorative Metals		\$ -	\$ -	
061000	Rough Carpentry		\$ -	\$ -	
062000	Architectural Woodwork		\$ -	\$ -	
071000	Waterproofing & Sealants		\$ 3,000	\$ 0.20	
072400	Lath & Plaster		\$ -	\$ -	
072500	Spray Insulation		\$ -	\$ -	
074100	Roofing		\$ -	\$ -	
074200	Metal Wall Panels & Soffits		\$ -	\$ -	
079000	Fireproofing		\$ -	\$ -	
081000	Doors, Frames & Hardware		\$ -	\$ -	
083300	Overhead Doors		\$ -	\$ -	
084000	Glass & Glazing		\$ -	\$ -	
086000	Skylights		\$ -	\$ -	
089100	Louvers		\$ -	\$ -	
092100	Drywall & Acoustical		\$ -	\$ -	
093000	Tile		\$ -	\$ -	
096600	Resilient Flooring & Base		\$ -	\$ -	
099100	Painting		\$ 429	\$ 0.03	
100000	Specialties		\$ -	\$ -	
101400	Room Signage		\$ -	\$ -	
105300	Canopies & Awnings		\$ -	\$ -	
114300	Residential / Kitchen Equipment		\$ -	\$ -	
122000	Window Treatment		\$ -	\$ -	
133400	Pre-Engineered Structures		\$ 340,497	\$ 22.22	
210000	Fire Protection		\$ -	\$ -	
220000	ATMOS Infrastructure Expansion Allowance	Allow.	w/ base bid		
220000	Plumbing		\$ -	\$ -	
230000	HVAC		\$ -	\$ -	
260000	Electrical		\$ 47,292	\$ 3.09	
270000	Communications		\$ -	\$ -	
274000	Audio / Video Systems		\$ -	\$ -	
280000	Security & Access Control		\$ -	\$ -	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex

Guaranteed Maximum Price (GMP) - ALTERNATE #02 - Covered Storage Public Works Row

Date: November 25, 2025

15,324 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #2	Cost/SF	Notes
283100	Fire Alarm		\$ -	\$ -	
310000	Earthwork		\$ (31,998)	\$ (2.09)	
312500	Pavement Markings		\$ -	\$ -	
310001	Enabling		\$ 3,585	\$ 0.23	
313116	Termite Treatment		\$ -	\$ -	
316316	Drilled Piers		\$ -	\$ -	
321410	Fencing & Gates		\$ -	\$ -	
329900	Retaining Walls		\$ -	\$ -	
323000	Site Improvements		\$ -	\$ -	
324000	Unit Pavers		\$ -	\$ -	
329000	Landscape & Irrigation		\$ -	\$ -	
330000	Site Utilities		\$ -	\$ -	
Cost of Work Subtotal			\$ 703,479	\$ 45.91	
	Design Completion Factor	0.00%	\$ -	\$ -	
	Market Volatility Contingency	1.00%	\$ 7,035	\$ 0.46	
	Contractor Contingency	3.00%	\$ 21,104	\$ 1.38	
	Building Permit		Excluded	\$ -	
Construction Costs Subtotal			\$ 731,618	\$ 47.74	
	CGL & Umbrella Insurance	0.96%	\$ 7,405	\$ 0.48	
	Builder's Risk		\$ 1,218	\$ 0.08	
	Payment & Performance Bond		\$ 11,470	\$ 0.75	
Construction Costs & Insurance Subtotal			\$ 751,711	\$ 49.05	
General Conditions & General Requirements			\$ -	\$ -	
Subtotal			\$ 751,711	\$ 49.05	
	Preconstruction Fee		Via Separate Agreement		
	Fee	2.50%	\$ 18,793	\$ 1.23	
Project SubTotal			\$ 770,504	\$ 50.28	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex

Guaranteed Maximum Price (GMP) - ALTERNATE #03 - Covered Storage Parks Row

Date: November 25, 2025

12,506 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #3	Cost/SF	Notes
010020	Temporary Construction		\$ -	\$ -	
017400	Final Cleaning		\$ -	\$ -	
023000	Demolition		\$ -	\$ -	
033000	Concrete		\$ 186,968	\$ 14.95	
033000	Pier Casings & Dewatering Allowance	Allow.	w/ base bid	\$ -	
036500	Polished & Stained Concrete		\$ -	\$ -	
044000	Masonry		\$ -	\$ -	
051000	Structural Steel		\$ 9,403	\$ 0.75	
055000	Decorative Metals		\$ -	\$ -	
061000	Rough Carpentry		\$ -	\$ -	
062000	Architectural Woodwork		\$ -	\$ -	
071000	Waterproofing & Sealants		\$ 3,000	\$ 0.24	
072400	Lath & Plaster		\$ -	\$ -	
072500	Spray Insulation		\$ -	\$ -	
074100	Roofing		\$ -	\$ -	
074200	Metal Wall Panels & Soffits		\$ -	\$ -	
079000	Fireproofing		\$ -	\$ -	
081000	Doors, Frames & Hardware		\$ -	\$ -	
083300	Overhead Doors		\$ -	\$ -	
084000	Glass & Glazing		\$ -	\$ -	
086000	Skylights		\$ -	\$ -	
089100	Louvers		\$ -	\$ -	
092100	Drywall & Acoustical		\$ -	\$ -	
093000	Tile		\$ -	\$ -	
096600	Resilient Flooring & Base		\$ -	\$ -	
099100	Painting		\$ 429	\$ 0.03	
100000	Specialties		\$ -	\$ -	
101400	Room Signage		\$ -	\$ -	
105300	Canopies & Awnings		\$ -	\$ -	
114300	Residential / Kitchen Equipment		\$ -	\$ -	
122000	Window Treatment		\$ -	\$ -	
133400	Pre-Engineered Structures		\$ 289,883	\$ 23.18	
210000	Fire Protection		\$ -	\$ -	
220000	ATMOS Infrastructure Expansion Allowance	Allow.	w/ base bid	\$ -	
220000	Plumbing		\$ -	\$ -	
230000	HVAC		\$ -	\$ -	
260000	Electrical		\$ 46,114	\$ 3.69	
270000	Communications		\$ -	\$ -	
274000	Audio / Video Systems		\$ -	\$ -	
280000	Security & Access Control		\$ -	\$ -	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex

Guaranteed Maximum Price (GMP) - ALTERNATE #03 - Covered Storage Parks Row

Date: November 25, 2025

12,506 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #3	Cost/SF	Notes
283100	Fire Alarm		\$ -	\$ -	
310000	Earthwork		\$ (25,192)	\$ (2.01)	
312500	Pavement Markings		\$ -	\$ -	
310001	Enabling		\$ 3,585	\$ 0.29	
313116	Termite Treatment		\$ -	\$ -	
316316	Drilled Piers		\$ -	\$ -	
321410	Fencing & Gates		\$ -	\$ -	
329900	Retaining Walls		\$ -	\$ -	
323000	Site Improvements		\$ -	\$ -	
324000	Unit Pavers		\$ -	\$ -	
329000	Landscape & Irrigation		\$ -	\$ -	
330000	Site Utilities		\$ -	\$ -	
Cost of Work Subtotal			\$ 514,190	\$ 41.12	
	Design Completion Factor	0.00%	\$ -	\$ -	
	Market Volatility Contingency	1.00%	\$ 5,142	\$ 0.41	
	Contractor Contingency	3.00%	\$ 15,426	\$ 1.23	
	Building Permit		Excluded	\$ -	
Construction Costs Subtotal			\$ 534,758	\$ 42.76	
	CGL & Umbrella Insurance	0.96%	\$ 5,422	\$ 0.43	
	Builder's Risk		\$ 892	\$ 0.07	
	Payment & Performance Bond		\$ 9,358	\$ 0.75	
Construction Costs & Insurance Subtotal			\$ 550,430	\$ 44.01	
General Conditions & General Requirements			\$ -	\$ -	
Subtotal			\$ 550,430	\$ 44.01	
	Preconstruction Fee	Via Separate Agreement			
	Fee	2.50%	\$ 13,761	\$ 1.10	
Project SubTotal			\$ 564,191	\$ 45.11	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex

Guaranteed Maximum Price (GMP) - ALTERNATE #04 - Aggregate Bins

Date: November 25, 2025

3,050 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #4	Cost/SF	Notes
010020	Temporary Construction		\$ -	\$ -	
017400	Final Cleaning		\$ -	\$ -	
023000	Demolition		\$ -	\$ -	
033000	Concrete		\$ 116,281	\$ 38.12	
033000	Pier Casings & Dewatering Allowance	Allow.	w/ base bid	\$ -	
036500	Polished & Stained Concrete		\$ -	\$ -	
044000	Masonry		\$ -	\$ -	
051000	Structural Steel		\$ 2,548	\$ 0.84	
055000	Decorative Metals		\$ -	\$ -	
061000	Rough Carpentry		\$ -	\$ -	
062000	Architectural Woodwork		\$ -	\$ -	
071000	Waterproofing & Sealants		\$ 1,000	\$ 0.33	
072400	Lath & Plaster		\$ -	\$ -	
072500	Spray Insulation		\$ -	\$ -	
074100	Roofing		\$ -	\$ -	
074200	Metal Wall Panels & Soffits		\$ -	\$ -	
079000	Fireproofing		\$ -	\$ -	
081000	Doors, Frames & Hardware		\$ -	\$ -	
083300	Overhead Doors		\$ -	\$ -	
084000	Glass & Glazing		\$ -	\$ -	
086000	Skylights		\$ -	\$ -	
089100	Louvers		\$ -	\$ -	
092100	Drywall & Acoustical		\$ -	\$ -	
093000	Tile		\$ -	\$ -	
096600	Resilient Flooring & Base		\$ -	\$ -	
099100	Painting		\$ 250	\$ 0.08	
100000	Specialties		\$ -	\$ -	
101400	Room Signage		\$ -	\$ -	
105300	Canopies & Awnings		\$ -	\$ -	
114300	Residential / Kitchen Equipment		\$ -	\$ -	
122000	Window Treatment		\$ -	\$ -	
133400	Pre-Engineered Structures		\$ 83,863	\$ 27.50	
210000	Fire Protection		\$ -	\$ -	
220000	ATMOS Infrastructure Expansion Allowance	Allow.	w/ base bid	\$ -	
220000	Plumbing		\$ -	\$ -	
230000	HVAC		\$ -	\$ -	None Shown
260000	Electrical		\$ -	\$ -	None Shown
270000	Communications		\$ -	\$ -	
274000	Audio / Video Systems		\$ -	\$ -	
280000	Security & Access Control		\$ -	\$ -	
283100	Fire Alarm		\$ -	\$ -	
310000	Earthwork		\$ (5,282)	\$ (1.73)	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex

Guaranteed Maximum Price (GMP) - ALTERNATE #04 - Aggregate Bins

Date: November 25, 2025

3,050 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #4	Cost/SF	Notes
312500	Pavement Markings		\$ -	\$ -	
310001	Enabling		\$ 2,572	\$ 0.84	
313116	Termite Treatment		\$ -	\$ -	
316316	Drilled Piers		\$ -	\$ -	
321410	Fencing & Gates		\$ -	\$ -	
329900	Retaining Walls		\$ -	\$ -	
323000	Site Improvements		\$ -	\$ -	
324000	Unit Pavers		\$ -	\$ -	
329000	Landscape & Irrigation		\$ -	\$ -	
330000	Site Utilities		\$ -	\$ -	
Cost of Work Subtotal			\$ 201,232	\$ 65.98	
	Design Completion Factor	0.00%	\$ -	\$ -	
	Market Volatility Contingency	1.00%	\$ 2,012	\$ 0.66	
	Contractor Contingency	3.00%	\$ 6,037	\$ 1.98	
	Building Permit		Excluded	\$ -	
Construction Costs Subtotal			\$ 209,281	\$ 68.62	
	CGL & Umbrella Insurance	0.96%	\$ 2,130	\$ 0.70	
	Builder's Risk		\$ 350	\$ 0.11	
	Payment & Performance Bond		\$ 4,426	\$ 1.45	
Construction Costs & Insurance Subtotal			\$ 216,187	\$ 70.88	
General Conditions & General Requirements			\$ -	\$ -	
Subtotal			\$ 216,187	\$ 70.88	
	Preconstruction Fee	Via Separate Agreement			
	Fee	2.50%	\$ 5,405	\$ 1.77	
Project SubTotal			\$ 221,592	\$ 72.65	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex

Guaranteed Maximum Price (GMP) - ALTERNATE #05 - Employee Plaza and Shade Structure Area

Date: November 25, 2025

4,800 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #5	Cost/SF	Notes
010020	Temporary Construction		\$ -	\$ -	
017400	Final Cleaning		\$ -	\$ -	
023000	Demolition		\$ -	\$ -	
033000	Concrete		\$ 58,450	\$ 12.18	
033000	Pier Casings & Dewatering Allowance	Allow.	w/ base bid	\$ -	
036500	Polished & Stained Concrete		\$ -	\$ -	
044000	Masonry		\$ 89,250	\$ 18.59	
051000	Structural Steel		\$ 2,500	\$ 0.52	
055000	Decorative Metals		\$ -	\$ -	
061000	Rough Carpentry		\$ -	\$ -	
062000	Architectural Woodwork		\$ -	\$ -	
071000	Waterproofing & Sealants		\$ 2,000	\$ 0.42	
072400	Lath & Plaster		\$ -	\$ -	
072500	Spray Insulation		\$ -	\$ -	
074100	Roofing		\$ 2,000	\$ 0.42	
074200	Metal Wall Panels & Soffits		\$ -	\$ -	
079000	Fireproofing		\$ -	\$ -	
081000	Doors, Frames & Hardware		\$ -	\$ -	
083300	Overhead Doors		\$ -	\$ -	
084000	Glass & Glazing		\$ -	\$ -	
086000	Skylights		\$ -	\$ -	
089100	Louvers		\$ -	\$ -	
092100	Drywall & Acoustical		\$ -	\$ -	
093000	Tile		\$ -	\$ -	
096600	Resilient Flooring & Base		\$ -	\$ -	
099100	Painting		\$ -	\$ -	
100000	Specialties		\$ -	\$ -	
101400	Room Signage		\$ -	\$ -	
105300	Canopies & Awnings		\$ 160,316	\$ 33.40	
114300	Residential / Kitchen Equipment		\$ -	\$ -	
122000	Window Treatment		\$ -	\$ -	
133400	Pre-Engineered Structures		\$ -	\$ -	
210000	Fire Protection		\$ -	\$ -	
220000	ATMOS Infrastructure Expansion Allowance	Allow.	w/ base bid	\$ -	
220000	Plumbing		\$ -	\$ -	
230000	HVAC		\$ 10,130	\$ 2.11	
260000	Electrical		\$ 32,554	\$ 6.78	
270000	Communications		\$ -	\$ -	
274000	Audio / Video Systems		\$ -	\$ -	
280000	Security & Access Control		\$ -	\$ -	
283100	Fire Alarm		\$ -	\$ -	
310000	Earthwork		\$ 15,342	\$ 3.20	

Cost Estimate Summary Sheet

Town of Prosper - Public Works & Parks Operations Complex

Guaranteed Maximum Price (GMP) - ALTERNATE #05 - Employee Plaza and Shade Structure Area

Date: November 25, 2025

4,800 sqft

Bid Package #	Bid Package Description		100%CD GMP Alternate #5	Cost/SF	Notes
312500	Pavement Markings		\$ -	\$ -	
310001	Enabling		\$ 1,904	\$ 0.40	
313116	Termite Treatment		\$ -	\$ -	
316316	Drilled Piers		\$ -	\$ -	
321410	Fencing & Gates		\$ -	\$ -	
329900	Retaining Walls		\$ -	\$ -	
323000	Site Improvements		\$ -	\$ -	
324000	Unit Pavers		\$ -	\$ -	
329000	Landscape & Irrigation		\$ -	\$ -	
330000	Site Utilities		\$ -	\$ -	
Cost of Work Subtotal			\$ 374,446	\$ 78.01	
	Design Completion Factor	0.00%	\$ -	\$ -	
	Market Volatility Contingency	1.00%	\$ 3,744	\$ 0.78	
	Contractor Contingency	3.00%	\$ 11,233	\$ 2.34	
	Building Permit		Excluded	\$ -	
Construction Costs Subtotal			\$ 389,424	\$ 81.13	
	CGL & Umbrella Insurance	0.96%	\$ 3,954	\$ 0.82	
	Builder's Risk		\$ 650	\$ 0.14	
	Payment & Performance Bond		\$ 7,341	\$ 1.53	
Construction Costs & Insurance Subtotal			\$ 401,369	\$ 83.62	
General Conditions & General Requirements			\$ -	\$ -	
Subtotal			\$ 401,369	\$ 83.62	
	Preconstruction Fee	Via Separate Agreement			
	Fee	2.50%	\$ 10,034	\$ 2.09	
Project SubTotal			\$ 411,403	\$ 85.71	

Exhibit “A.2”

Alternates

Alternate	Description	Value	Expiration Date to avoid Schedule Impact
1	Shop Building (with approved Cost Value Options)	\$4,756,403	12/19/25
2	Public Works Covered Storage	\$770,504	3/16/26
3	Parks Covered Storage	\$564,191	5/11/26
4	Aggregate Bins	\$221,592	6/15/26
5	Employee Plaza and Shade Structure Area	\$411,403	6/1/26

Exhibit “A.3”

Unit Prices

No unit prices are included in the GMP.

Exhibit “A.4” Project Schedule

See attached Project Schedule with a Data Date of October 13, 2025.

Exhibit “A.5”

Contract Documents

See attached Contract Documents List dated November 25, 2025.

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

Specifications		
Specification Section	Issue Date	Specification Section Title
01 02 00	8/8/2025	INFORMATION AVAILABLE TO BIDDERS
01 02 01	8/8/2025	GEOTECHNICAL REPORT
01 11 00	8/8/2025	SUMMARY OF WORK
01 11 13	8/8/2025	ADMINISTRATIVE PROVISIONS
01 20 00	8/8/2025	CONTRACT CONSIDERATION
01 23 00	8/8/2025	ALTERNATES
01 31 13	8/8/2025	PROJECT COORDINATION
01 33 00	8/8/2025	SUBMITTALS
01 43 00	8/8/2025	QUALITY ASSURANCE
01 45 29	8/8/2025	TESTING LABORATORY SERVICES
01 60 00	8/8/2025	PRODUCT REQUIREMENTS
01 73 29	8/8/2025	CUTTING AND PATCHING
01 75 00	8/8/2025	STARTING OF SYSTEMS
03 10 00	8/8/2025	CONCRETE FORMING AND ACCESSORIES
03 20 00	8/8/2025	CONCRETE REINFORCING
03 30 00	8/8/2025	CAST-IN-PLACE CONCRETE
04 05 11	8/8/2025	MASONRY MORTARING AND GROUTING
04 05 23	8/8/2025	MASONRY ACCESSORIES – FLASHING
04 21 13	8/8/2025	BRICK MASONRY
04 23 13	8/8/2025	THIN BRICK VENEER
04 29 00	8/8/2025	ENGINEERED UNIT MASONRY
04 43 00	8/8/2025	STONE MASONRY VENEER
04 72 00	8/8/2025	CAST STONE
05 12 00	8/8/2025	STRUCTURAL STEEL FRAMING
05 21 00	8/8/2025	STEEL JOIST FRAMING
05 31 00	8/8/2025	STEEL DECKING
05 31 10	8/8/2025	MEZZANINE
05 50 00	8/8/2025	MISCELLANEOUS METALS
06 10 00	8/8/2025	ROUGH CARPENTRY
06 22 00	8/8/2025	FINISH CARPENTRY AND MILLWORK
06 64 00	8/8/2025	PLASTIC PANELING
07 19 00	8/8/2025	WATER REPELLENT
07 21 00	8/8/2025	INSULATION
07 27 00	8/8/2025	FLUID-APPLIED MEMBRANE AIR BARRIERS
07 40 00	8/8/2025	CLADDING SUPPORT SYSTEM
07 42 00	8/8/2025	CUSTOM IMAGEWALL PERFORATED METAL PANELS
07 52 16	8/8/2025	MODIFIED BITUMEN ROOFING
07 52 17	8/8/2025	ROOF DETAILS
07 61 00	8/8/2025	PREFORMED METAL ROOF & WALL PANELS
07 61 01	8/8/2025	PAC CLAD DETAILS
07 62 00	8/8/2025	SHEET METAL FLASHING AND TRIM

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

07 84 00	8/8/2025	FIRESTOPPING
07 92 00	8/8/2025	CAULKING AND SEALANT
08 11 13	8/8/2025	HOLLOW METAL DOORS AND FRAMES
08 16 00	8/8/2025	FRP DOORS AND FRAMES
08 31 00	8/8/2025	ACCESS DOORS
08 33 23	8/8/2025	OVERHEAD ROLLING DOORS
08 36 13	8/8/2025	OVERHEAD SECTIONAL DOOR
08 41 00	8/8/2025	ALUMINUM FRAMED ENTRANCES, STOREFRONTS, AND WINDOWS
08 41 26	8/8/2025	ALL-GLASS ENTRANCES
08 62 23	8/8/2025	TUBULAR DAYLIGHTING DEVICE
08 71 00	8/8/2025	DOOR HARDWARE
08 80 00	8/8/2025	GLASS AND GLAZING
08 87 00	8/8/2025	GLASS FILM
09 20 00	8/8/2025	GYPSUM WALLBOARD, METAL FRAME SYSTEMS
09 27 10	8/8/2025	GYPSUM BOARD ACCESSORIES
09 30 00	8/8/2025	CERAMIC TILE
09 34 00	8/8/2025	WATERPROOF MEMBRANE CERAMIC TILING
09 50 00	8/8/2025	ACOUSTICAL CEILINGS
09 51 13	8/8/2025	ACOUSTICAL PANEL CEILINGS
09 65 13	8/8/2025	RUBBER BASE
09 65 19	8/8/2025	RESILIENT TILE FLOORING
09 67 23.01	8/8/2025	RESINOUS FLOORING / SEALED CONCRETE
09 68 13	8/8/2025	MODULAR FLOORING FOR COMMERCIAL APPLICATION
09 72 00	8/8/2025	WALL PROTECTION
09 72 16	8/8/2025	FABRIC WALL COVERING
09 77 00	8/8/2025	SPECIAL WALL SURFACE FINISHES
09 84 13	8/8/2025	FIXED SOUND ABSORPTIVE PANELS
09 90 00	8/8/2025	PAINTING
09 96 00	8/8/2025	HIGH PERFORMANCE COATINGS
10 00 00	8/8/2025	MISCELLANEOUS ACCESSORIES
10 14 00	8/8/2025	PLASTIC SIGNS
10 14 16	8/8/2025	PLAQUE
10 21 13	8/8/2025	TOILET PARTITIONS
10 22 26	8/8/2025	OPERABLE PARTITION
10 28 00	8/8/2025	TOILET AND SHOWER ACCESSORIES
10 35 00	8/8/2025	FLAG POLE
10 73 00	8/8/2025	ALUMINUM CANOPY & PROTECTIVE COVERS
11 31 00	8/8/2025	RESIDENTIAL APPLIANCES
11 53 00	8/8/2025	LABORATORY EQUIPMENT
12 24 00	8/8/2025	ROLLER SHADES
12 35 00	8/8/2025	LABORATORY CASEWORK
12 36 61	8/8/2025	SIMULATED STONE COUNTERTOPS
12 48 13	8/8/2025	ENTRANCE FLOORING
13 34 19	8/8/2025	METAL BUILDING SYSTEMS

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

13 80 15	8/8/2025	COMPOSITE FABRICATIONS (MICROLITE)
21 00 10	8/8/2025	BASIC FIRE PROTECTION REQUIREMENTS
21 05 12	8/8/2025	FIRE PROTECTION AND ELECTRICAL COORDINATION
21 11 00	8/8/2025	FIRE PROTECTION PIPING
21 13 00	8/8/2025	AUTOMATIC SPRINKLER SYSTEMS
22 00 10	8/8/2025	BASIC PLUMBING REQUIREMENTS
22 05 12	8/8/2025	PLUMBING AND ELECTRICAL COORDINATION
22 05 19	8/8/2025	PLUMBING METERS AND GAUGES
22 05 29	8/8/2025	PLUMBING SUPPORTS AND ANCHORS
22 05 31	8/8/2025	PROTECTION OF UNDER-SLAB PLUMBING UNDER SLAB-ON-VOIDFORM FC
22 05 53	8/8/2025	PLUMBING IDENTIFICATION
22 05 93	8/8/2025	PLUMBING TESTING, ADJUSTING AND BALANCING
22 07 16	8/8/2025	PLUMBING PIPING INSULATION
22 10 00	8/8/2025	PLUMBING PIPING
22 10 01	8/8/2025	PLUMBING SPECIALTIES
22 11 19	8/8/2025	PIPING SPECIALTIES
22 30 00	8/8/2025	PLUMBING EQUIPMENT
22 40 01	8/8/2025	PLUMBING FIXTURES (SHORT FORM)
23 00 10	8/8/2025	BASIC MECHANICAL REQUIREMENTS
23 05 12	8/8/2025	MECHANICAL AND ELECTRICAL COORDINATION
23 05 29	8/8/2025	MECHANICAL SUPPORTS AND ANCHORS
23 05 53	8/8/2025	MECHANICAL IDENTIFICATION
23 05 93	8/8/2025	MECHANICAL TESTING, ADJUSTING AND BALANCING
23 07 13	8/8/2025	HVAC DUCT INSULATION
23 09 23	8/8/2025	BUILDING CONTROL SYSTEM (BCS)
23 09 93	8/8/2025	SEQUENCE OF OPERATION
23 31 13	8/8/2025	METAL DUCTWORK
23 31 13.1	8/8/2025	DUCTWORK ACCESSORIES
23 34 00	8/8/2025	FANS
23 37 13	8/8/2025	AIR OUTLETS AND INLETS
23 55 00	8/8/2025	FUEL-FIRED HEATERS
23 74 13	8/8/2025	ROOFTOP HEATING AND COOLING UNITS
23 75 33	8/8/2025	OUTSIDE AIR HANDLING UNITS
23 81 26	8/8/2025	SPLIT DX COOLING/HEATING SYSTEMS
23 81 27	8/8/2025	DUCTLESS SPLIT AIR CONDITIONING UNITS
23 89 65	8/8/2025	MOTOR CONTROLLERS
26 05 10	8/8/2025	GENERAL REQUIREMENTS FOR ELECTRICAL WORK
26 05 12	8/8/2025	MECHANICAL AND ELECTRICAL COORDINATION
26 05 19	8/8/2025	WIRES AND CABLES
26 05 20	8/8/2025	WIRE CONNECTION AND DEVICES
26 05 26	8/8/2025	GROUNDING
26 05 27	8/8/2025	SEALING OF PENETRATIONS
26 05 29	8/8/2025	SUPPORTING DEVICES
26 05 32	8/8/2025	PULL AND JUNCTION BOXES

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

26 05 33	8/8/2025	CONDUITS
26 05 34	8/8/2025	OUTLET BOXES
26 05 35	8/8/2025	WIREWAY
26 09 13	8/8/2025	ELECTRICAL POWER MANAGEMENT SYSTEM
26 09 24	8/8/2025	OCCUPANCY SENSORS
26 09 43	8/8/2025	DIGITAL NETWORK LIGHTING CONTROLS
26 22 13	8/8/2025	DRY TYPE TRANSFORMERS
26 24 13	8/8/2025	DISTRIBUTION BOARDS
26 24 16	8/8/2025	PANELBOARDS
26 24 17	8/8/2025	DISTRIBUTION PANELBOARDS
26 27 13	8/8/2025	ELECTRIC SERVICE ENTRANCE
26 27 13.13	8/8/2025	POWER METERS
26 27 14	8/8/2025	ELECTRIC METERING
26 27 16	8/8/2025	CABINETS
26 27 26	8/8/2025	WIRING DEVICES
26 28 16	8/8/2025	OVERCURRENT PROTECTIVE DEVICES
26 28 17	8/8/2025	DISCONNECT SWITCHES
26 29 13	8/8/2025	MOTORS, MOTOR STARTERS AND CONTROLS
26 32 14	8/8/2025	NATURAL GAS GENERATOR SYSTEM
26 36 23	8/8/2025	AUTOMATIC TRANSFER SWITCHES
26 43 13	8/8/2025	SURGE PROTECTION DEVICES (SPDS)
26 51 13	8/8/2025	LIGHTING
27 05 28	8/8/2025	EMPTY CONDUIT SYSTEMS
28 31 00	8/8/2025	ANALOG ADDRESSABLE FIRE ALARM SYSTEM
31 10 00	8/8/2025	SITE DEMOLITION AND CLEARING
31 23 00	8/8/2025	EXCAVATION AND FILL
31 23 16	8/8/2025	CIVIL EXCAVATING, BACKFILLING, AND COMPACTION
31 23 33	8/8/2025	TRENCHING
31 41 00	8/8/2025	SHORING AND BRACING
31 63 29	8/8/2025	DRILLED CONCRETE PIERS AND SHAFTS
32 13 13	8/8/2025	PORTLAND CEMENT CONCRETE PAVING AND CURBS
32 17 23	8/8/2025	PAVEMENT MARKINGS
32 31 19	8/8/2025	ORNAMENTAL FENCE SYSTEM

Drawings

Sheet Number	Issue Date	Drawing Title
G001	8/8/2025	COVER SHEET
G002	8/8/2025	TITLE SHEET
G003	8/8/2025	LIFE SAFETY AND CODE ANALYSIS
G004	8/8/2025	LIFE SAFETY AND CODE ANALYSIS
G005	8/8/2025	ZONING ANALYSIS - SCREENING
G006	8/8/2025	3D MODEL VIEWS
G007	8/8/2025	3D MODEL VIEWS

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

G008	8/8/2025	ACCESSIBILITY GUIDELINES (TAS)
G009	8/8/2025	ACCESSIBILITY GUIDELINES (TAS)
G010	8/8/2025	ACCESSIBILITY GUIDELINES (TAS)
G011	8/8/2025	ACCESSIBILITY GUIDELINES (TAS)
C000A	8/8/2025	PLAT SHEET 1
C000B	8/8/2025	PLAT SHEET 2
C001	8/8/2025	TOWN OF PROSPER GENERAL NOTES
C002	8/8/2025	TOWN OF PROSPER GENERAL NOTES
C003	8/8/2025	TOWN OF PROSPER GENERAL NOTES
C004	8/8/2025	TOWN OF PROSPER GENERAL NOTES
C005	8/8/2025	EROSION CONTROL PLAN
C006	8/8/2025	EROSION CONTROL DETAILS
C007	8/8/2025	DIMENSION CONTROL PLAN
C008	8/8/2025	DRAINAGE AREA MAP
C009	8/8/2025	DRAINAGE CALCULATIONS
C010	8/8/2025	DRAINAGE PLAN
C011	8/8/2025	DRAINAGE PLAN
C012	8/8/2025	DRAINAGE PROFILE - LINE 'A'
C013	8/8/2025	DRAINAGE PROFILE - LINE 'B'
C014	8/8/2025	GRADING PLAN
C015	8/8/2025	WATER AND WASTEWATER PLAN
C016	8/8/2025	WATER PROFILE - LINE 'A'
C017	8/8/2025	WATER PROFILE - LINE 'A'
C018	8/8/2025	SANITARY SEWER PROFILES
C019	8/8/2025	PAVING PLAN
C020	8/8/2025	CONSTRUCTION DETAILS
C021	8/8/2025	CONSTRUCTION DETAILS
C022	8/8/2025	CONSTRUCTION DETAILS
C023	8/8/2025	STANDARD CONSTRUCTION DETAILS
C024	8/8/2025	STANDARD CONSTRUCTION DETAILS
C025	8/8/2025	STANDARD CONSTRUCTION DETAILS
L0.00	8/8/2025	SHEET INDEX
L0.01	8/8/2025	GENERAL NOTES & MATERIAL LEGEND
L0.02	8/8/2025	TOWN OF PROSPER STANDARD SPECIFICATIONS
L0.03	8/8/2025	TOWN OF PROSPER STANDARD SPECIFICATIONS
L0.04	8/8/2025	TOWN OF PROSPER STANDARD SPECIFICATIONS
L1.01	8/8/2025	OVERALL PLAN
L1.02	8/8/2025	TREE PRESERVATION PLAN
L1.03	8/8/2025	TREE INVENTORY & DETAILS
L2.01	8/8/2025	LANDSCAPE PLAN
L2.02	8/8/2025	LANDSCAPE PLAN
L2.03	8/8/2025	LANDSCAPE PLAN
L2.04	8/8/2025	LANDSCAPE PLAN
L2.05	8/8/2025	LANDSCAPE PLAN

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

L3.01	8/8/2025	STANDARD PLANTING DETAILS
L3.02	8/8/2025	HARDSCAPE DETAILS
L3.03	8/8/2025	HARDSCAPE DETAILS
L4.01	8/8/2025	IRRIGATION PLAN
L4.02	8/8/2025	IRRIGATION PLAN
L4.03	8/8/2025	IRRIGATION PLAN
L4.04	8/8/2025	IRRIGATION PLAN
L4.05	8/8/2025	IRRIGATION DETAILS
L4.06	8/8/2025	IRRIGATION NOTES & SPECIFICATIONS
ADS100	8/8/2025	DEMOLITION SITE PLAN
AS100	8/8/2025	OVERALL SITE PLAN
AS101	8/8/2025	ENLARGED PARTIAL SITE PLAN
AS102	8/8/2025	SITE DETAILS
AS103	8/8/2025	ENLARGED PARTIAL SITE PLAN
AS104	8/8/2025	ENLARGED PARTIAL SITE PLAN
AS105	8/8/2025	SITE DETAILS
AS106	8/8/2025	SITE DETAILS
AS107	8/8/2025	EMPLOYEE PLAZA ENLARGED PLAN
AS108	8/8/2025	EMPLOYEE PLAZA ELEVATIONS & SECTIONS
AS109	8/8/2025	DUMPSTER ENCLOSURE ELEVATION & SECTION
AS111	8/8/2025	ENLARGED PARTIAL SITE PLAN - EMPLOYEE..
1A010	8/8/2025	ADMIN. BLDG. SLAB EDGE DIMENSION PLAN
1A100	8/8/2025	ADMIN. BUILDING OVERALL FLOOR PLAN
1A101A	8/8/2025	ADMIN. BLDG. FLOOR PLAN - WEST ENLARGED
1A101B	8/8/2025	ADMIN. BLDG. FLOOR PLAN - EAST ENLARGED
1A102	8/8/2025	ADMIN. PARTITION TYPES
1A103	8/8/2025	ADMIN. REFLECTED CEILING PLAN
1A104	8/8/2025	REFLECTED CEILING DETAILS
1A105	8/8/2025	ENLARGED RCP
1A106	8/8/2025	ENLARGED RCP
1A107	8/8/2025	ENLARGED RCP
1A108	8/8/2025	ADMIN. BUILDING ROOF PLAN
1A161	8/8/2025	ADMIN. BUILDING EQUIPMENT FLOOR PLAN
1A200	8/8/2025	ADMIN. BUILDING EXTERIOR ELEVATIONS
1A201	8/8/2025	ADMIN. BUILDING EXTERIOR ELEVATIONS
1A202	8/8/2025	ENLARGED ELEVATIONS
1A203	8/8/2025	ENLARGED ELEVATIONS
1A204	8/8/2025	INTERIOR ELEVATIONS
1A205	8/8/2025	INTERIOR ELEVATIONS
1A206	8/8/2025	INTERIOR ELEVATIONS
1A207	8/8/2025	INTERIOR ELEVATIONS
1A208	8/8/2025	INTERIOR ELEVATIONS
1A209	8/8/2025	INTERIOR ELEVATIONS
1A210	8/8/2025	INTERIOR ELEVATIONS

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

1A211	8/8/2025	INTERIOR ELEVATIONS
1A212	8/8/2025	INTERIOR ELEVATIONS
1A213	8/8/2025	INTERIOR ELEVATIONS
1A214	8/8/2025	INTERIOR ELEVATIONS
1A215	8/8/2025	INTERIOR ELEVATIONS
1A216	8/8/2025	INTERIOR ELEVATIONS
1A217	8/8/2025	INTERIOR ELEVATIONS
1A218	8/8/2025	INTERIOR ELEVATIONS
1A219	8/8/2025	INTERIOR ELEVATIONS
1A220	8/8/2025	INTERIOR ELEVATIONS
1A300	8/8/2025	BUILDING SECTIONS
1A301	8/8/2025	WALL SECTIONS
1A302	8/8/2025	WALL SECTIONS
1A303	8/8/2025	WALL SECTIONS
1A304	8/8/2025	WALL SECTIONS
1A305	8/8/2025	WALL SECTIONS
1A306	8/8/2025	WALL SECTIONS
1A400	8/8/2025	ENLARGED PLANS
1A401	8/8/2025	ENLARGED PLANS
1A402	8/8/2025	ENLARGED PLANS AND ELEVATIONS
1A403	8/8/2025	ENLARGED PLANS AND ELEVATIONS
1A404	8/8/2025	ENLARGED PLANS AND ELEVATIONS
1A405	8/8/2025	ENLARGED PLANS AND ELEVATIONS
1A406	8/8/2025	ENLARGED PLANS AND ELEVATIONS
1A500	8/8/2025	DETAILS
1A501	8/8/2025	DETAILS
1A502	8/8/2025	DETAILS
1A503	8/8/2025	DETAILS
1A504	8/8/2025	DETAILS
1A505	8/8/2025	DETAILS
1A506	8/8/2025	DETAILS
1A507	8/8/2025	MILLWORK DETAILS
1A508	8/8/2025	MILLWORK DETAILS
1A600	8/8/2025	DOOR SCHEDULE & DETAILS
1A601	8/8/2025	ADMIN WINDOW TYPES
1A602	8/8/2025	ADMIN EXTERIOR WINDOW TYPES
1A603	8/8/2025	ADMIN INTERIOR WINDOW TYPES
1A700	8/8/2025	OVERALL FINISH FLOOR PLAN
1A701	8/8/2025	FINISH FLOOR PLAN - WEST ENLARGED
1A702	8/8/2025	FINISH FLOOR PLAN - EAST ENLARGED
1A703	8/8/2025	FINISH LEGEND
1A704	8/8/2025	INTERIOR FINISH DETAILS
1A705	8/8/2025	MANUFACTURER PROVIDED DETAILS
1A706	8/8/2025	MANUFACTURER PROVIDED DETAILS (CONT.)

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

1A707	8/8/2025	MANUFACTURER PROVIDED DETAILS (CONT.)
1A708	8/8/2025	MANUFACTURER PROVIDED DETAILS (CONT.)
2A100	8/8/2025	SHOP OVERALL FLOOR PLAN
2A101A	8/8/2025	SHOP DIMENSION PLAN - WEST
2A101B	8/8/2025	SHOP DIMENSION PLAN - EAST
2A102	8/8/2025	SHOP BUILDING PARTITION TYPES
2A103	8/8/2025	REFLECTED CEILING PLAN
2A104	8/8/2025	SHOP BUILDING ROOF PLAN
2A105	8/8/2025	EQUIPMENT PLAN
2A106	8/8/2025	LAB ENLARGED EQUIPMENT PLAN
2A200	8/8/2025	SHOP BUILDING EXTERIOR ELEVATIONS
2A201	8/8/2025	SHOP BUILDING EXTERIOR ELEVATIONS
2A300	8/8/2025	BUILDING SECTIONS
2A301	8/8/2025	SHOP BUILDING WALL SECTIONS
2A302	8/8/2025	SHOP BUILDING WALL SECTIONS
2A303	8/8/2025	SHOP BUILDING WALL SECTIONS
2A304	8/8/2025	SHOP BUILDING WALL SECTIONS
2A305	8/8/2025	SHOP BUILDING SECTION DETAILS
2A306	8/8/2025	SHOP BUILDING SECTION DETAILS
2A400	8/8/2025	SHOP BUILDING ENLARGED PLANS
2A401	8/8/2025	SHOP BUILDING ENLARGED WASH AREA
2A500	8/8/2025	DETAILS
2A600	8/8/2025	SHOP DOOR SCHEDULE & WINDOW TYPES
2A700	8/8/2025	OVERALL FINISH PLAN
2A701	8/8/2025	SHOP PARTIAL FINISH FLOOR PLAN - WEST
2A702	8/8/2025	SHOP PARTIAL FINISH FLOOR PLAN - EAST
3A100	8/8/2025	PARKS COVERED STORAGE
3A101	8/8/2025	PARKS COVERED STORAGE RCP
4A100	8/8/2025	PUBLIC WORKS COVERED STORAGE
4A101	8/8/2025	PUBLIC WORKS COVERED STORAGE RCP
S001	8/8/2025	STRUCTURAL SITE PLAN - OVERALL
S002	8/8/2025	STRUCTURAL SITE DETAILS
S101	8/8/2025	STRUCTURAL SITE DETAILS
S102	8/8/2025	STRUCTURAL SITE DETAILS
S103	8/8/2025	STRUCTURAL SITE DETAILS
S104	8/8/2025	FOUNDATION DETAILS
SS101	8/8/2025	FOUNDATION DETAILS
SS201	8/8/2025	FOUNDATION DETAILS
SS202	8/8/2025	FOUNDATION DETAILS
SS203	8/8/2025	GENERAL NOTES
SS204	8/8/2025	SPECIAL INSPECTIONS
1S201	8/8/2025	ADMIN BUILDING PIER LAYOUT PLAN -OVERALL
1S201A	8/8/2025	ADMIN.BUILDING PIER LAYOUT PLAN - WEST
1S201B	8/8/2025	ADMIN. BUILDING PIER LAYOUT PLAN - EAST

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

1S202	8/8/2025	ADMIN. BLDG. FOUNDATION PLAN - OVERALL
1S202A	8/8/2025	ADMIN. BLDG. FOUNDATION PLAN - WEST
1S202B	8/8/2025	ADMIN. BLDG. FOUNDATION PLAN - EAST
1S203	8/8/2025	ADMIN. BLDG. ROOF FRAMING PLAN -OVERALL
1S203A	8/8/2025	ADMIN. BLDG. ROOF FRAMING PLAN - WEST
1S203B	8/8/2025	ADMIN. BLDG. ROOF FRAMING PLAN - EAST
1S204	8/8/2025	ADMIN. BLDG. PARTIAL ROOF FRAMING PLANS
2S201	8/8/2025	SEE SHOP BUILDING MODEL - NOT USED
2S201A	8/8/2025	SHOP BUILDING PIER LAYOUT PLAN - WEST
2S201B	8/8/2025	SHOP BUILDING PIER LAYOUT PLAN - EAST
2S202	8/8/2025	SHOP BUILDING FOUNDATION PLAN - OVERALL
2S202A	8/8/2025	SHOP BUILDING FOUNDATION PLAN - WEST
2S202B	8/8/2025	SHOP BUILDING FOUNDATION PLAN - EAST
2S203	8/8/2025	SHOP BUILDING ROOF FRAMING PLAN -OVERALL
2S203A	8/8/2025	SHOP BUILDING ROOF FRAMING PLAN - WEST
2S203B	8/8/2025	SHOP BUILDING ROOF FRAMING PLAN - EAST
3S201	8/8/2025	PARKS COVERED STORAGE FOUNDATION
4S201	8/8/2025	PUBLIC WORKS COVERED STORAGE FOUNDATION
S301	8/8/2025	FRAMING DETAILS
S302	8/8/2025	FRAMING DETAILS
S303	8/8/2025	FRAMING DETAILS
S304	8/8/2025	FRAMING DETAILS
1FP001	8/8/2025	FIRE PROTECTION NOTES AND DETAILS
FPS100	8/8/2025	ADMIN BUILDING FLOOR PLAN - FIRE PROTECTION
1FP100	8/8/2025	SHOP BUILDING FLOOR PLAN - FIRE PROTECTION
2FP100	8/8/2025	SITE PLAN - FIRE PROTECTION
1M001	8/8/2025	MECHANICAL NOTES AND SCHEDULES
1M002	8/8/2025	MECHANICAL DETAILS
1M003	8/8/2025	MECHANICAL DETAILS
1M100	8/8/2025	ADMIN BUILDING FLOOR PLAN - MECHANICAL
1M101	8/8/2025	ADMIN BUILDING ROOF PLAN - MECHANICAL
2M100	8/8/2025	SHOP BUILDING FLOOR PLAN - MECHANICAL
1P001	8/8/2025	PLUMBING NOTES AND SCHEDULES
1P002	8/8/2025	PLUMBING DETAILS
1P003	8/8/2025	PLUMBING DETAILS
1P004	8/8/2025	PLUMBING RISER DIAGRAMS
1P100	8/8/2025	ADMIN BUILDING FLOOR PLAN - PLUMBING
1P101	8/8/2025	ADMIN BUILDING ROOF PLAN - PLUMBING
2P100	8/8/2025	SHOP BUILDING FLOOR PLAN - PLUMBING
MP100	8/8/2025	SITE PLAN - MECHANICAL & PLUMBING
MP101	8/8/2025	ENLARGED PLANS - MECHANICAL & PLUMBING
MP102	8/8/2025	GAS RISER DIAGRAM
1E100	8/8/2025	ADMIN BUILDING CEILING PLAN - LIGHTING
1E200	8/8/2025	ADMIN BUILDING FLOOR PLAN - POWER

Contract Documents List

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

1E201	8/8/2025	ADMIN BUILDING ROOF PLAN - POWER
1E300	8/8/2025	ADMIN BUILDING FLOOR PLAN - LOW VOLTAGE
1ED100	8/8/2025	ADMIN BUILDING CEILING PLAN -DAY LIGHTING
2E100	8/8/2025	SHOP BUILDING CEILING PLAN - LIGHTING
2E200	8/8/2025	SHOP BUILDING FLOOR PLAN - POWER
2E300	8/8/2025	SHOP BUILDING FLOOR PLAN - LOW VOLTAGE
2ED100	8/8/2025	SHOP BUILDING CEILING PLAN - DAYLIGHTING
3E100	8/8/2025	COVERED PARKING - LIGHTING
3E101	8/8/2025	COVERED PARKING - POWER
4E100	8/8/2025	RISER DIAGRAM & PANEL SCHEDULES
4E101	8/8/2025	ELECTRICAL PANEL SCHEDULES
4E102	8/8/2025	ELECTRICAL PANEL SCHEDULES
4E103	8/8/2025	ELECTRICAL PANEL SCHEDULES
5E100	8/8/2025	ELECTRICAL DETAILS & SCHEDULES
ES100	8/8/2025	SITE PLAN - ELECTRICAL
ES101	8/8/2025	ENLARGED PLANS - ELECTRICAL

Addenda

Addendum	Issue Date	Document Title
1	10/1/2025	Addendum No. 1
2	10/8/2025	Addendum No. 2
3	10/24/2025	Addendum No. 3
4	10/29/2025	Addendum No. 4
RFI Responses	11/3/2025	Prosper Pre-Bid RFI Responses

Exhibit “A.6”

Allowances

The allowances indicated below are included in this GMP.

1	Drilled Pier Casings and/or Dewatering (as required)	\$	200,000
2	Subsidize Infrastructure Expansion to Site per MEP100	\$	35,000

Exhibit “A.7”

Qualifications & Clarifications

See attached Qualifications & Clarifications dated November 25, 2025.

Qualifications & Clarifications

Town of Prosper - Public Works & Parks Operations Complex Guaranteed Maximum Price (GMP)

Date: November 25, 2025

General Conditions:	
1	A Contractor's Construction Contingency of 3.00% is included in this estimate, and is intended for construction use only. Owner contingency is excluded from this estimate.
2	A market volatility factor of 1.00% is included on the cost summary, and is based upon the total construction cost.
3	A construction fee of 2.50% is included on the cost summary, and is based upon the total construction cost.
4	Builders Risk Insurance is included, and based upon the total cost.
5	CGL & Umbrella Insurance is included, and based upon the total cost.
6	Payment and Performance bonds for Byrne have been included on the cost summary, and are based upon the total cost.
7	The CM pre-construction services fee is excluded from this GMP.
8	All costs associated with approvals, easements, assessments, fees, deposits, charges, permits (including ancillary permits), studies, impact fees, tap fees, services fees, or similar, required by any governing agency to include County, City, State, or Federal entities, in addition to any and all utility entities are specifically excluded.
9	Building permit cost is excluded.
10	Testing Lab services for materials, mock-ups, or delegated engineering components are to be provided by the Owner, and are excluded.
11	Testing of building components for water or air intrusion is not included and is to be provided by the Owner, if required.
12	Commissioning Agent and Services are to be provided by the Owner.
13	The General Conditions included in this estimate are based upon approximately 15 months to substantial completion. Overall project completion is 16 months.
14	Design Fees or services are not included. Where required in the specifications, the Construction Manager will provide design calculations and information provided by the Trade Contractors to the Architect and Engineer for approval and acceptance of the design.
15	All franchise utilities are excluded from this estimate.
16	The CM does not warrant or guarantee functionality of the design with the Owner's requirements. The CM relies upon the designers to provide and implement the Owner's requirements into the design documents.
17	Includes trucks, fuel, tolls, and maintenance related to the Byrne personnel assigned to this project. Truck / Auto Allowance is inclusive of vehicle costs, insurance, fuel and maintenance.
18	All costs for mobile phones is inclusive of mobile data management.
19	All initial and final survey's and plats required by the City are by the Owner.
20	All electrical costs associated with construction is included.
21	All water costs associated with construction is included.
22	This GMP is to be reviewed as a whole; not as individual line items, or individual buildings or site components.
Temporary Construction Cost of Work Items:	
1	Initial design models shall be provided by the design team to Byrne. BIM coordination and clash detection is included for structure and M/E/P during construction.
2	LEED management of onsite waste and documentation of LEED compliances are not indicated and are excluded.
3	All costs associated with temporary fencing and gates is included.

Qualifications & Clarifications

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

General Comment:	
1	Material and Labor Shortages – If serious or unusual price escalation, or material and/or labor shortages are experienced due to causes beyond the Contractor’s control following the execution of this Contract, and to the extent such escalation and/or shortages increase the cost of construction or cause the Contractor to incur delays to the critical path that cannot be avoided despite the exercise of reasonable professional diligence, Contractor shall provide Owner with notice of such shortages and their potential cost and/or schedule impact and a change order shall issue to adjust the Contract Sum and Contract Time accordingly.
2	Sales tax is excluded.
3	This GMP is based upon electronic design document files and models being available to all subcontractors at no additional cost.
4	All furnishings, fixtures, and equipment are excluded from this budget, unless specifically noted.
5	All hazardous or contaminated material and soil testing, remediation, investigation, and abatement is excluded.
6	Site is assumed to be free of any contaminants, unencumbered, and ready to begin excavation work.
7	<p>Per attached Value Options Log, the "Whitebox" of the Administration Building Parks Work Area and Shop Building East two bays (Parks Storage/Shop and Streets & Solid Waste Shop) are accepted. Whitebox assumptions are below and per discussions with the Town of Prosper and Quorum.</p> <p>Administration Parks Area Whitebox:</p> <ul style="list-style-type: none"> • Includes exterior framing with rigid and spray insulation, but without interior sheathing. • Includes Plumbing underground rough-in, stubbed up above floor for future completion. Water stubbed into space for future. • Includes HVAC supply and return ducts stubbed into space, but no further duct or trim-out. RTU to remain. • Includes electrical stubbed into space for future completion. • Includes code-minimum temporary safety lighting. • Excludes interior wall framing and ceilings. • Excludes interior floor, wall, and ceiling finishes. • Excludes all Division 10 items, except for Fire Extinguisher and FE Cabinet. • Parks Admin 102 area and desk to remain in base bid. <p>Shop Building West Bays Whitebox:</p> <ul style="list-style-type: none"> • Includes exterior CMU framing and rigid insulation. • Includes Plumbing underground rough-in, stubbed up above floor for future completion. In wall water service rough-in is included, no final trim included. • Compressed air loop is included. No final drops, reels, or hoses are included in this area. • Includes complete trench drain system. • Includes unit heaters and associated gas piping. • Excludes HVLS fans in this area. • HVAC supply and return ducts stubbed into space, but no further duct or trim-out. • Includes electrical stubbed into space for future completion. • Includes code-minimum temporary safety lighting. • Includes CMU structure between bays. • Excludes interior wall framing and ceilings. • Excludes interior floor, wall, and ceiling finishes. • Excludes all Division 10 items, except for Fire Extinguisher and FE Cabinet. • Excludes interior rooms’ wall (metal and CMU) framing and ceilings.

Qualifications & Clarifications

Town of Prosper - Public Works & Parks Operations Complex Guaranteed Maximum Price (GMP)

Date: November 25, 2025

8	Value Options Log and the accepted options are to be reviewed as a whole. Final values shall be reconciled upon review and pricing of revised documents provided by the Design Team.
9	Accepted value options are subject to final redesign, issued final drawings, and Byrne and subcontractor confirmation.
10	Alternates are provided with expiration dates to avoid schedule impacts. However, the value of the alternates will be evaluated and updated, as necessary, upon approval.
Division 2 - Existing Conditions:	
1	Per ES100, existing power poles are indicated to be relocated by utility, and therefore excluded by Byrne.
2	Existing shipping containers are assumed to be removed and relocated by owner and are excluded.
Division 3 - Concrete:	
1	Includes specified allowance of Allowance of \$200,000 for drilled pier casings. This allowance may also be used for de-watering if required. (Per Spec 01 20 00-1.01-B)
2	Per accepted Value Options, "special" finishes including integral color, rock salt, stamps, and sandblast finishes per Landscaping drawings (Types P-2 and P-3) are excluded, and now to be typical natural gray pavement.
3	Piers included as dry and do not include casings, 18" from FFE to the top of bearing strata elevation 615.73' plus the required penetration.
3	Concrete locker bases are excluded. Bases to be furnished and installed with Division 10.
4	Per accepted Value Options, concrete pavement and associated curbs are not included per marked up site plans.
Division 4 - Masonry:	
1	Reinforcement included in CMU masonry assemblies are included as indicated, with indicated lap requirements. Couplers are indicated to be required and are not included.
Division 5 - Metals:	
1	AISC certified fabricator is included.
2	AISC certified erector is excluded, subcontractor will be experienced with AISC erection requirements.
3	AESS certifications and finishes are excluded. Exposed welds and finishes to be coordinated with architect and subject to review and approval.
4	Per accepted Value Options, mezzanine and wire partitions are to be excluded entirely. Concrete footings, anchor bolts, embeds, etc... for this work are excluded.
Division 6 - Wood, Plastics and Composites:	
1	PLM-4 is not shown, and therefore excluded.
2	Some quartz cannot be thermoformed. Testing will be required to confirm if QTZ1 and QTZ2 is thermoformable.
3	SPF-4 Deep Space is discontinued and is priced as a different group 3 Corian product.
4	AWI certifications, inspections and stickers are excluded. Millwork to conform with AWI standards.
Division 7 - Thermal and Moisture Protection:	
1	"Aged Bronze" is not available in 22 Ga.; all metal wall panels priced as 24 Ga. with "Aged Bronze" finish.
3	No color listed for soffit panels on Architectural documents. Panels priced to match Standing Seam Roof Panels.

Qualifications & Clarifications

Town of Prosper - Public Works & Parks Operations Complex Guaranteed Maximum Price (GMP)

Date: November 25, 2025

2	Per accepted Value Options, membrane roofing is included as 60 mil TPO system in lieu of the specified modified bit system shown at the Administration Building.
4	Spray foam is included as indicated at exterior partitions of Administration as 2" of closed foam to achieved the indicated R-13. Spray foam is not shown and not included at the Shop Building.
5	Spray applied fireproofing is not shown and is not included.
Division 8 - Openings:	
1	Shop Building (Alternate #1) overhead doors are included as indicated.
2	Door Tags 155, 156, and 157 do not have scheduled Elevations. These three (3) are included as "Elevation 5".
3	Openings 213A, 204A, 214B, 218A, 214D, 218E show sidelites but no door type elevations are provided. Included per the exterior elevation shown on page 2A200.
4	Per RFI response, FLM-2 is indented to be in 5' sections at sidelites and included accordingly. FLM-2 is not included for the entire piece of glass.
5	Includes glass as indicated in specification 08 80 00 Glass and Glazing specification. Per feedback, glass specified does not meet indicated STC requirements specified in section 08 41 00 Aluminum Storefront specification.
Division 9 - Finishes:	
1	Per accepted Value Options, delete all Axiom Direct Cove Trim, shown in Details 4,6,7 / 1A104, and install acoustical ceilings wall to wall. This option will not affect the Axiom 10" Light Cove Indirect indicated.
2	Unless noted otherwise on 1A102 Partition Types drawing, typical 5/8" Type X gypsum board is included throughout interior.
3	Per accepted Value Options, LVT to be glue down in lieu of the "click" in type.
4	Per 1A703 Finish Schedule, CT-1, CT-7 and CT-8 are noted to be cut to size in the field to align with patterns shown on the elevations. Per accepted Value Options, tiles in restrooms no longer are required to be field cut, and therefore cutting of typical tile is excluded.
5	Per accepted Value Options, epoxy grout is to be excluded on tile walls. Floor tile to remain as epoxy grout as specified.
6	Per accepted Value Options, walk-off mats are only included at exterior entry to Lobby 100 and rear entrance to Vestibule 146, approximately 100 square feet included.
Division 10 - Specialties:	
1	Included as shown and specified.
2	Concrete and CMU bases for lockers are not shown and are excluded. Include 4" HDPE base per Addendum #4 10 51 26 Plastic Locker specification provided.
Division 11 - Equipment:	
1	Includes residential type appliances indicated to be CFCI. Includes updated models if specified models have been discontinued, see below. - E-17 Ice Maker included as Fisher & Paykel Undercounter Refrigerator, RB36S25MKIWN1. - E-18 Ice Maker included as Perlick ADA Compliant Undercounter Ice Maker, HA15CUR. - E-19 Dishwasher included as Bosch Dishwasher, SGX78C55UC.
2	Refrigerators at Breakroom 147 are not included and indicated to be OFOI. Plumbing as shown on 1P100 is included.

Qualifications & Clarifications

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

Division 12 - Furnishings:	
1	Window treatments included as shown and specified, to be manually operated throughout.
2	Includes metal laboratory casework manufactured by Hamilton Laboratory Solutions in lieu of specified Jamestown Metal Products system.
Division 13 - Special Construction:	
1	Pre-Engineered metal building structure to be galvanized per drawings and notes. Field painting of structure and decking is excluded. Applicable to Alternates #2, #3, and #4.
Division 21 - Fire Suppression:	
1	A pre-action system and chemical suppression systems are not indicated, and therefore excluded.
2	Includes wet and dry systems where indicated.
Division 22 - Plumbing:	
1	Included as shown and specified.
2	Includes site natural gas from meter to buildings and generator. Meter is excluded, and to be furnished and installed by ATMOS.
3	Includes allowance of \$35,000 per drawing MP100 callout to "subsidize infrastructure expansion to site".
Division 23 - Heating, Ventilating and Air Conditioning:	
1	Per accepted Value Options, RTUs are included as manufactured by Carrier in lieu or the basis of design Trane units.
2	DDC controls are included by Climatec as specified.
Division 26 - Electrical:	
1	Included as shown and specified.
2	Cable Tray(s) for backbone cabling (or other trades) are not shown and not included.
3	Per accepted Value Options, electrical gear, lighting packages, and generator to be value engineered to equal and more cost effective options. Final review and approvals will be by the Design Team and Owner. If proposed light fixtures, light controls, gear, generators, distribution equipment is not approved, pricing may require revisions.
4	With accepted Value options, a Kohler generator is included in lieu of the basis of design Cummins.
5	Per RFI response, lightning protection is not required (or indicated) and is excluded.
Division 27 - Communications & Audio Visual:	
1	Included as shown and specified.
2	Cabling and data drops to video displays are included. Furnish of video displays are displays are excluded, and specified to be provided by Owner.
Division 28 - Electronic Safety and Security:	
1	Included as shown and specified.
2	ERRC System and testing is excluded per Pre-Bid RFI #18 response.
Division 31 - Earthwork:	
1	Included as shown and specified.
2	Road base is included at alternate and removed paving areas as Type D road base (recycled crushed concrete). Reference Exhibit A.8 for marked up site plans showing alternates and paving removed during Value Option effort.

Qualifications & Clarifications

Town of Prosper - Public Works & Parks Operations Complex
Guaranteed Maximum Price (GMP)

Date: November 25, 2025

Division 32 - Exterior Improvements:	
1	Per accepted Value Options, a 5% reduction in landscaping and irrigation scope is accepted. Exact reductions are "to be determined" with all team members after selection of recommended Subcontractor.
2	Per accepted Value Options, artificial turf and concrete sub slab are to be removed and replaced with typical sod and irrigation.
Division 33 - Utilities:	
1	Includes double check / detector assembly only as shown on fire sprinkler riser details. Excludes all backflow preventers not clearly indicated.
2	Per RFI response, boring of water line under existing gas line in the easement is not required. Potholing, hand digging and typical excavation is included for this scope. 24" steel casing is included where indicated.
Other	
1	N/A

Exhibit “A.8”

Cost Value Options

Log & Exhibits

See attached Cost Summary dated November 25, 2025

Previous Estimate Value:	\$ 24,823,857			
"Pending" Options Value:	\$ -			Without Mark-Ups
"Accepted" Options Value:		\$ (1,695,985)		Without Mark-Ups
"Rejected" Options Value:			\$ (390,753)	Without Mark-Ups
Current Approximate Estimate with "Accepted":	\$ 23,127,872			

Adjustment Factor (+/-): 5.0%

Number	Date Originate	Description	Value (+/-)	Pending	Approved	Rejected	Component Description	Adj %	Quantity	Unit	Unit Price	Subtotals
SUBTOTALS				\$ -	\$ (1,695,985)	\$ (390,753)						
1	11/19/2025	"Whitebox" Parks Area of Admin Building	\$ (456,879)		\$ (456,879)		Deduct in-wall Rough Carpentry		(1)	LSUM	\$ 6,147.83	\$ (6,148)
							Deduct Millwork		(1)	LSUM	\$ 14,965.00	\$ (14,965)
							Deduct DFH Scope		(1)	LSUM	\$ 10,827.00	\$ (10,827)
							Deduct Glass Scope		(1)	LSUM	\$ 36,952.00	\$ (36,952)
							Deduct Floor & Tile		(1)	LSUM	\$ 64,086.00	\$ (64,086)
							Framing scope		(1)	LSUM	\$ 68,259.00	\$ (68,259)
							Deduct Paint		(1)	LSUM	\$ 11,721.00	\$ (11,721)
							Delete Div 10 Scope w/ Lockers		(1)	LSUM	\$ 40,482.00	\$ (40,482)
							Delete undercounter refrigerator		(1)	EACH	\$ 3,700.00	\$ (3,700)
							Delete Plumbing Scope		(1)	LSUM	\$ 50,167.00	\$ (50,167)
							Adjust Fire Suppression Scope - Mains & Upright Heads		(3,850)	SQFT	\$ 1.50	\$ (5,775)
							Deduct Mechanical Scope - RTU Remains		(1)	LSUM	\$ 32,416.00	\$ (32,416)
							Deduct Electrical - Code Minimum lights included.		(1)	SQFT	\$ 116,558.75	\$ (116,559)
							Deduct Comms and Security		(1)	LSUM	\$ 16,489.00	\$ (16,489)
							AV Scope Deduct		(1)	LSUM	\$ 6,850.00	\$ (6,850)
							Add "Temporary" wall and door to Corridor 160.		1	LSUM	\$ 4,470.00	\$ 4,470
											\$ -	\$ -
							Adjustment Factor (+/-)	5.0%				\$ 24,046
							TOTAL					\$ (456,879)
2	11/19/2025	Prosper to provide and stockpile onsite approximately 10,000 CY of general fills onsite from other Prosper sites. Import of select fill, road base, and the balance of general fill remains.	\$ (133,000)		\$ (133,000)		Per CY of imported General Fills Deduct		(10,000)	CY	\$ 14.00	\$ (140,000)
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ 7,000
							TOTAL					\$ (133,000)
3	11/19/2025	Remove ALL fencing and gate scope. Pathways for power and access controls to remain in base bid.	\$ (390,753)			\$ (390,753)	Remove Fence Scope		(1)	LSUM	\$ 411,319.00	\$ (411,319)
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ 20,566
							TOTAL					\$ (390,753)
4	11/19/2025	Deduct Paving at East side parking lot.	\$ (382,248)		\$ (382,248)		Deduct 7" Paving and Curbs - Fire Lane remains in base bid.		(1)	LSUM	\$ 467,586.00	\$ (467,586)
							Remove Associated Site Sealants		(1)	LSUM	\$ 6,740.25	\$ (6,740)
							Earthwork Impact - remove concrete pavement prep and add road base.		1	LSUM	\$ 165,300.00	\$ 165,300
							Earthwork Impact - Remove lime stabilization at future paving (10' from edge of pavement to remain in base).		(1)	LSUM	\$ 85,300.00	\$ (85,300)
							Striping / Pavement Reductions - 67 parking spots		(1)	LSUM	\$ 8,040.00	\$ (8,040)
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ 20,118
							TOTAL					\$ (382,248)
5	11/19/2025	Electrical VE - Gear, Lighting, and Generator Packages Value Engineering - Final Pricing Forthcoming.	\$ (189,824)		\$ (189,824)		ROM VE Savings		(1)	LSUM	\$ 199,815.00	\$ (199,815)
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ 9,991
							TOTAL					\$ (189,824)
6	11/19/2025	Provide 60 mil TPO in lieu of specified modified bit system	\$ (84,609)		\$ (84,609)		TPO ILO Mod Bit		(1)	LSUM	\$ 89,062.50	\$ (89,063)
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ 4,453
							TOTAL					\$ (84,609)
7	11/19/2025	Broad Scope Reduction in Landscaping Scope ~5%. Final Adjustments to be coordinated and confirmed by AE team, owner, Byrne and Landscaping subcontractor.	\$ (43,695)		\$ (43,695)		General Design Adjustments/Reduction		(1)	LSUM	\$ 45,994.90	\$ (45,995)
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ 2,300
							TOTAL					\$ (43,695)
8	11/19/2025	Provide Carrier ILO Trane - Trane BOD but Carrier also approved in spec.	\$ (28,500)		\$ (28,500)		Change to Carrier		(1)	LSUM	\$ 30,000.00	\$ (30,000)
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ 1,500
							TOTAL					\$ (28,500)
9	11/19/2025	Deduct "special" concrete finishes in Landscaping Drawings	\$ (112,898)		\$ (112,898)		Deduct "special" finishes per Landscaping at Admin Building		(1)	LSUM	\$ 118,840.00	\$ (118,840)
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ 5,942
							TOTAL					\$ (112,898)

Number	Date Originated	Description	Value (+/-)	Pending	Approved	Rejected	Component Description	Adj %	Quantity	Unit	Unit Price	Subtotal	
10	11/19/2025	Remove Axiom light covers and install grid ceilings wall to wall. (10" Light Cove remains)	\$ (37,327)		\$ (37,327)		Deduct Axiom covers and replace w/ scheduled ACT tile.			(1)	LSUM	\$ 39,292.00	\$ (39,292)
												\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 1,965	
							TOTAL					\$ (37,327)	
11	11/19/2025	Remove Field Cutting of Restroom and Locker Room tile. Proposed just one tile at walls in lieu of multiple tiles with cutting requirements.	\$ (12,324)		\$ (12,324)		Remove Field Cutting requirements			(1)	LSUM	\$ 12,973.00	\$ (12,973)
												\$ -	
												\$ -	
												\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 649	
							TOTAL					\$ (12,324)	
12	11/19/2025	Change LVT from "click" in type to 5mil glue down flooring	\$ (24,359)		\$ (24,359)		Change to glue down LVT			(1)	LSUM	\$ 25,641.00	\$ (25,641)
												\$ -	
												\$ -	
												\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 1,282	
							TOTAL					\$ (24,359)	
13	11/19/2025	Standard Grout ILO Epoxy Grout at Wall tile only. Floor tile to remain with epoxy grout.	\$ (7,600)		\$ (7,600)		Wall Epoxy Grout Deduct			(1)	LSUM	\$ 8,000.00	\$ (8,000)
												\$ -	
												\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 400	
							TOTAL					\$ (7,600)	
14	11/19/2025	Remove Artificial Turf Entirely	\$ (37,023)		\$ (37,023)		Remove artificial turf			(1)	LSUM	\$ 31,049.00	\$ (31,049)
							Remove concrete sub slab			(1)	LSUM	\$ 12,923.00	\$ (12,923)
							Add sod & irrigation		1,000	SQFT	\$ 5.00	\$ 5,000	
												\$ -	
												\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 1,949	
							TOTAL					\$ (37,023)	
15	11/19/2025	Reduce walk-off mat scope - One walk-off mat at the exterior entrance at front and back.	\$ (63,650)		\$ (63,650)		Remove interior walk off mats			(1)	LSUM	\$ 67,000.00	\$ (67,000)
												\$ -	
												\$ -	
												\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 3,350	
							TOTAL					\$ (63,650)	
16	11/19/2025	Remove Operable Partition in Training Room.	\$ (82,047)		\$ (82,047)		Remove Operable Partition			(1)	LSUM	\$ 86,365.00	\$ (86,365)
												\$ -	
												\$ -	
												\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 4,318	
							TOTAL					\$ (82,047)	
17			\$ -		\$ -							\$ -	
												\$ -	
												\$ -	
												\$ -	
							Adjustment Factor (+/-)	5.0%				\$ -	
							TOTAL					\$ -	
SUBTOTALS			\$ -	\$ -	\$ (1,695,985)	\$ (390,753)							

Alternate #1 - Shop Building

Previous Estimate Value:	\$ 6,793,650			
"Pending" Options Value:	\$ -			Without Mark-Ups
"Accepted" Options Value:		\$ (1,879,953)		Without Mark-Ups
"Rejected" Options Value:			\$ 26,437	Without Mark-Ups
Current Approximate Estimate with "Accepted":	\$ 4,913,697			

Adjustment Factor (+/-): 5.0%

Print Date: 11/25/2025

Number	Date Originated	Description	Value (+/-)	Pending	Approved	Rejected	Component Description	Adj %	Quantity	Unit	Unit Price	Subtotals
SUBTOTALS			\$ -		\$ (1,879,953)	\$ 26,437						
1		Deduct Water/Wastewater Sewer Vacs Far East Bay and Exterior lean-to wash covered wash area. Between Gridlines 5 and 7.	\$ (854,994)		\$ (854,994)		Deduct Concrete		(1)	LSUM	\$ 97,116.00	\$ (97,116)
							Delete Masonry		(1)	LSUM	\$ 134,167.00	\$ (134,167)
							Structural Steel Deduct		(1)	LSUM	\$ 100,181.00	\$ (100,181)
							Roofing Deduct		(1)	LSUM	\$ 91,679.96	\$ (91,680)
							Deduct Attached Canopies		(1)	LSUM	\$ 160,359.00	\$ (160,359)
							Delete (6) OH Doors		(1)	LSUM	\$ 33,000.00	\$ (33,000)
							Deduct Glass Scope		(1)	LSUM	\$ 10,630.00	\$ (10,630)
							Deduct Paint		(1)	LSUM	\$ 15,976.80	\$ (15,977)
							Remove (1) Full Size Ice Makers (BSP)		(1)	EACH	\$ 5,700.00	\$ (5,700)
							Deduct Fire Suppression Scope (ROM)		(5,580)	SQFT	\$ 4.50	\$ (25,110)
							Delete Plumbing Scope		(1)	LSUM	\$ 124,772.00	\$ (124,772)
							Delete HVAC Scope		(1)	LSUM	\$ 17,221.00	\$ (17,221)
							Deduct Electrical		(1)	LSUM	\$ 59,202.00	\$ (59,202)
							Deduct Comms & Security Scope		(1)	LSUM	\$ 10,353.00	\$ (10,353)
							Building Pad Reduction		(1)	LSUM	\$ 14,526.00	\$ (14,526)
											\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 45,000
							TOTAL					\$ (854,994)
2		Remove Mezzanine / Wire Partitions entirely, including associated footings, anchor bolts, embeds etc... for this scope of work.	\$ (452,458)		\$ (452,458)		Remove Mezzanine & Wire Partition Scope.		(1)	LSUM	\$ 476,272.00	\$ (476,272)
							Adjustment Factor (+/-)	5.0%				\$ 23,814
							TOTAL					\$ (452,458)
3		Completely Delete Attached Canopies.	\$ (341,212)		\$ (341,212)		Deduct Attached Canopies		(1)	LSUM	\$ 374,171.00	\$ (374,171)
							Add Misc. Metal Panels and Flashings at deleted Canopies.		1	LSUM	\$ 15,000.00	\$ 15,000
											\$ -	
											\$ -	
											\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 17,959
							TOTAL					\$ (341,212)
4		"Whitebox" West (2) bays - Parks Storage/Shop AND Streets/Solid Waste Shop.	\$ (170,335)		\$ (170,335)		Masonry Framing Scope		(1)	LSUM	\$ 11,660.00	\$ (11,660)
							Framing scope		(1)	LSUM	\$ 10,115.00	\$ (10,115)
							Tiling		(1)	LSUM	\$ 5,711.00	\$ (5,711)
							Deduct Paint		(1)	LSUM	\$ 19,971.00	\$ (19,971)
							Remove (2) Full Size Ice Makers		(2)	EACH	\$ 5,700.00	\$ (11,400)
							Remove Div 10 Scope		(1)	LSUM	\$ 2,400.00	\$ (2,400)
							Delete Plumbing Scope		(1)	LSUM	\$ 14,409.00	\$ (14,409)
							Delete HVAC Scope		(1)	LSUM	\$ 37,481.00	\$ (37,481)
							Deduct Electrical		(1)	LSUM	\$ 52,624.00	\$ (52,624)
							Deduct Comms & Security Scope		(1)	LSUM	\$ 13,529.00	\$ (13,529)
											\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 8,965
							TOTAL					\$ (170,335)
5		Reduce Miscellaneous Shop Scope - Hot Pressure Washer, Shelving, Workbenches, Gantry Crane. For Future or by owner.	\$ (60,953)		\$ (60,953)		Remove Misc. Shop Equipment		(1)	LSUM	\$ 64,161.00	\$ (64,161)
											\$ -	
											\$ -	
											\$ -	
											\$ -	
							Adjustment Factor (+/-)	5.0%				\$ 3,208
							TOTAL					\$ (60,953)
6		Change portion of Brick Veneer to board and batten metal panels.	\$ 26,437			\$ 26,437	Deduct Portion Brick Veneer (CMU structure to remain)		(1)	LSUM	\$ 114,274.00	\$ (114,274)
							Add Board & Batten Metal Panels		1	LSUM	\$ 142,102.00	\$ 142,102
											\$ -	
											\$ -	
											\$ -	
							Adjustment Factor (+/-)	5.0%				\$ (1,391)
							TOTAL					\$ 26,437
7			\$ -	\$ -								\$ -
												\$ -
												\$ -
												\$ -
												\$ -
							Adjustment Factor (+/-)	5.0%				\$ -
							TOTAL					\$ -
SUBTOTALS			\$ -		\$ (1,879,953)	\$ 26,437						



D. L. G. DESIGN Daniel G. Gorman
 7002 S. Loop West, Suite 400, Fort Worth, TX 76116



PUBLIC WORKS AND PARKS
 OPERATIONS COMPLEX
 601 WEST 5TH STREET
 PROSPER, TX 75078
 PERMIT SET

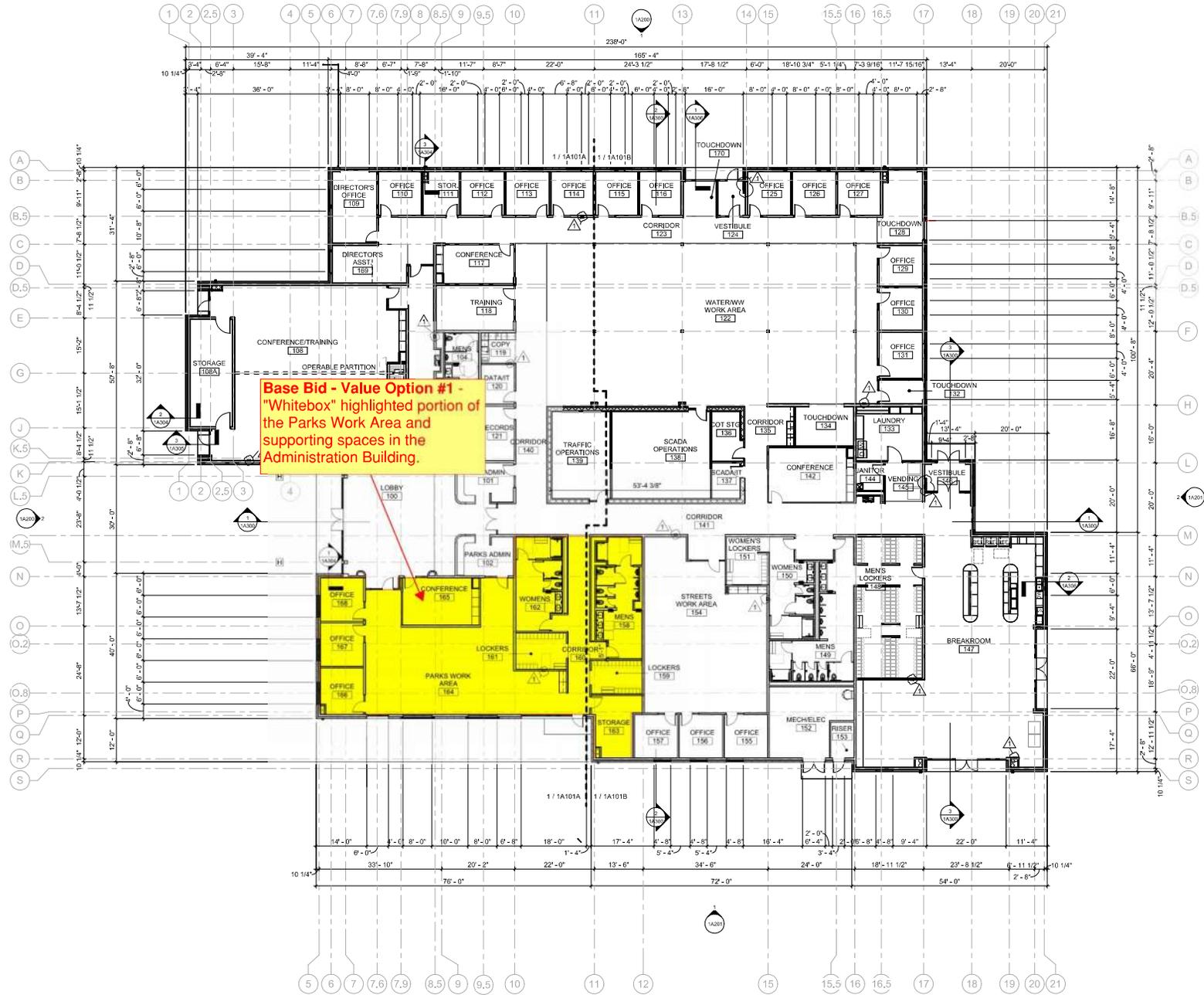
REVISIONS:

NO.	DESCRIPTION	DATE
1	PERMIT COMMENTS	10/01/25

PROJECT NO.: 24019
 FILE: Admin_Overall_Floor_Plan_1A100.rvt
 DATE: AUGUST 08th 2025
 DRAWN BY: Author
 SCALE: AS NOTED

SHEET TITLE:
 ADMIN. BUILDING
 OVERALL FLOOR PLAN

1A100

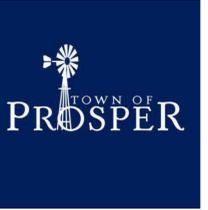


Base Bid - Value Option #1 -
 "Whitebox" highlighted portion of
 the Parks Work Area and
 supporting spaces in the
 Administration Building.

1 ADMIN OVERALL FLOOR PLAN
 1/8" = 1'-0" SCALE 3/27/25



David Duman 2025.10.01 16:08:43-0507



PUBLIC WORKS & PARKS OPERATIONS COMPLEX PROSPER, TX 75078 PERMIT SET

REVISIONS:

NO.	DESCRIPTION	DATE
1	PERMIT COMMENTS	10/01/25

PROJECT NO.: 24019
 FILE: Autodesk Docs (24019 Prosper Public Works & Parks) (24019_TDP_PWS & Parks - Shop Building_A2) (rev 01)
 DATE: AUGUST 8th 2025
 DRAWN BY: Author
 SCALE: AS NOTED

SHEET TITLE:
 SHOP OVERALL FLOOR PLAN

2A100

GENERAL NOTES - FLOOR PLAN

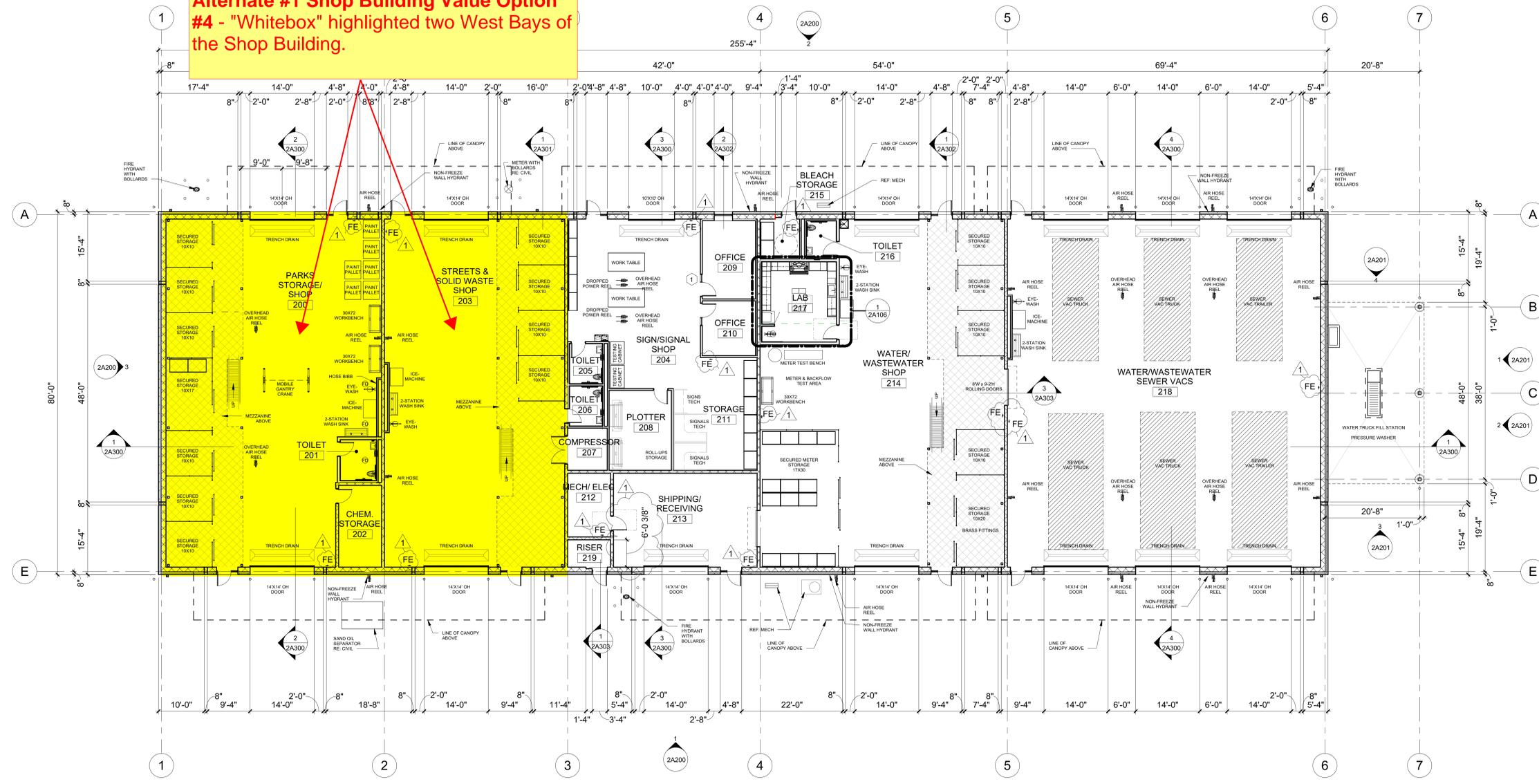
- A. DIMENSIONS AS SHOWN ARE TO FACE OF STUD, CMU OR FACE OF BRICK, CONCRETE, UNLESS NOTED OTHERWISE (UNO).
- B. PROVIDE IN WALL BLOCKING FOR ALL CABINETS, TOILET ACCESSORIES, AND OTHER WALL MOUNTED ITEMS.
- C. CONTRACTOR SHALL COORDINATE SIZE, LOCATION, AND CHARACTERISTICS OF ALL WORK, EQUIPMENT, AND ITEMS SUPPLIED BY THE OWNER, OR OTHERS, WITH THE SUPPLIER PRIOR TO THE START OF THE RELATED WORK.
- D. WARP ALL EXTERIOR PAVEMENT AT DOORWAYS TO FINISHED FLOOR WITH SLOPE NOT EXCEEDING 1.5% FOR 5' IN EACH DIRECTION.
- E. COORDINATE ALL LIGHTING, DUCTS, DIFFUSERS, SOLATUBES AND ROOF PENETRATIONS WITH MEP DRAWINGS TO AVOID CONFLICT WITH STRUCTURE, AND OTHER BUILDING SYSTEMS.
- F. PROVIDE A RECESSED MOUNTED KNOX BOX WITH AN ALARM TIMER SWITCH. TAMPER SWITCH MUST BE WIRED INTO FIRE ALARM PANEL OR BURGLAR ALARM PANEL.
- G. GC TO COORDINATE ALL CONTROL JOINTS/PAVING AT DOOR STOOPS.
- H. PROVIDE GYP. BD. FURR OUT AROUND ALL EXPOSED STEEL STRUCTURE. FIELD COORDINATE EXACT SIZE OF FURR OUT. HOLD TIGHT TO STRUCTURE.
- I. ALL MASONRY WALLS SHALL BE REINFORCED WITH STEEL PER THE SPECIFICATIONS AND/OR STRUCTURAL DRAWINGS. ADDITIONAL COST WILL NOT BE AWARDED FOR MASONRY WALL REINFORCEMENT.
- J. DO NOT SUSPEND ANY ITEMS FROM BOTTOM OF JOIST CHORD, HORIZONTAL BRIDGING, X-BRACING, PIPING OR CONDUITS. ALL ROOF LOADS EXCEEDING 150 LBS SHALL BE SUBMITTED TO ARCHITECT AND STRUCTURAL ENGINEER FOR REVIEW.
- K. ALL EXPOSED WALL MOUNTED CONDUITS, BUS GUTTERS, JUNCTION BOXES, PANEL BOXES, METERS, PIPES, ETC ARE TO BE THREE (3) COAT PAINTED WITH COLOR TO BE SELECTED BY THE ARCHITECT. ALL EXPOSED CONDUIT PIPES, JUNCTION BOXES, ROOF SCUTTLERS, ETC ABOVE THE ROOF BOTH IN MID FIELD AREAS AND ON BACKS OF PARAPETS ARE TO BE THREE (3) COAT PAINTED. COLOR TO BE SELECTED BY ARCHITECT.
- L. UNLESS OTHERWISE INDICATED, EACH SUBCONTRACTOR AND GENERAL CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY BRACING AND SUPPORTING ALL ITEMS FROM THE ROOF STRUCTURE FOR GRAVITY LOADS AND TO RESIST SEISMIC MOVEMENT AS REQUIRED BY ALL APPLICABLE CODES (ANY BRACING WITH A SIGNIFICANT VISUAL IMPACT IS SUBJECT TO ARCHITECT FOR APPROVAL).
- M. CONTRACTOR IS RESPONSIBLE FOR PROVIDING HINGED ACCESS PANELS AT ALL LOCATIONS REQUIRING ACCESS TO MEP ITEMS REGARDLESS AS TO WHETHER THEY MAY BE SPECIFICALLY IDENTIFIED ON THE CONSTRUCTION DOCUMENTS. CONTRACTOR IS REQUIRED FOR COORDINATING ALL ACCESS PANEL LOCATIONS FOR DRYWALL, TILE, E.I.F.S. AND PLASTER WORK WITH ALL TRADES.

HAZARDOUS MATERIALS STORED

- PARKS STORAGE
 - a. FUEL, 3-4 FIVE GALLON CONTAINERS
 - b. 2 PALLETS OF 5 GALLON PAILS OF FIELD PAINT
- PARKS CHEMICAL STORAGE
 - a. WASP SPRAY
 - b. SMALL HERBICIDE CONTAINERS
 - c. 3 PALLETS OF FERTILIZER (40LB BAGS)
- STREETS/SOLID WASTE
 - a. NO COMBUSTIBLES - SMALL HAND TOOLS, SMALL MATERIALS SUCH AS BOLTS, SCREWS, ETC.
- SIGNAL/SIGN SHOP
 - a. NO COMBUSTIBLES - SIGN BLANKS AND 3M VINYL SHEETING
- SHIPPING & RECEIVING
 - a. NO COMBUSTIBLES - TEMPORARILY HOLD ITEMS THAT ARE UNLOADED
- WATER/WASTEWATER
 - a. NO COMBUSTIBLES - CREW STORAGE WILL HAVE SMALL HAND TOOLS, SMALL MATERIALS SUCH AS BOLTS, SCREWS, ETC.
- BLEACH STORAGE
 - a. 1 GAL CONTAINERS OF BLEACH NO MORE THAN 10 AT A TIME
- LAB STORAGE
 - a. ONLY BLEACH TEMPORARILY USED IN LAB AND STORED IN DESIGNATED BLEACH STORAGE.

NOTE: ALL PRE-ENGINEERED MEZZANINES TO BE DELEGATED DESIGN. CONTRACTOR TO OBTAIN PERMIT FROM TOWN WITH SEPARATE SUBMITTAL

Alternate #1 Shop Building Value Option #4 - "Whitebox" highlighted two West Bays of the Shop Building.



1 SHOP OVERALL FLOOR PLAN

2A100 SCALE: 3/32" = 1'-0"



UTILITY CUSTOMER SERVICE

To: Mayor and Town Council

From: Robyn Battle, Executive Director

Through: Mario Canizares, Town Manager

Re: Solid Waste Third Contract Amendment and Annual CPI Adjustment

Town Council Meeting – December 9, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving Amendment No. 3 to the Solid Waste and Recycling Services Agreement with Allied Waste Services, Inc. dba Republic Services of Lewisville to add a provision for one additional Household Hazardous Waste pickup per year for residential customers, and to approve a revised fee schedule effective February 1, 2026, adjusting commercial and residential prices for the twelve-month CPI change.

Description of Agenda Item:

The original solid waste services contract was awarded to Republic Services on June 27, 2023, for a seven-year initial term with three one-year renewals. The current contract includes one free pickup of Household Hazardous Waste (HHW) per year for residential customers. To further improve service levels for residents, the proposed Amendment No. 3 includes a provision for residential customers to request one additional Household Hazardous Waste pickup per year for a fee of \$35, which will be added to their following monthly utility bill.

The contract also includes a provision for an annual cost adjustment that is reflective of the annual Consumer Price Index (CPI) for solid waste services, which was 5.36% for the period of September 2024 to September 2025. Per the contract, the annual cost adjustment shall not exceed five percent (5%) in any single year, nor exceed a cumulative increase of fifteen percent (15%) over a four-year period. In June 2024, the Council approved Amendment No. 2 to the contract, which included a cost adjustment of 3.8%. Amendment No. 3 includes a proposed 5% cost adjustment beginning on February 1, 2026, which is the maximum increase allowed by contract. As a result, Republic Services will only be entitled to an additional 6.2% increase over the next two years. The 5% increase will be applied to all residential and commercial services effective on February 1, 2026.

Budget Impact:

The fees are passed through to Republic and will not have budget impact. The Town retains monthly fees of \$2.00 for cart financing and \$0.80 for administrative costs, which are sufficient and will not be increased.

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. Proposed Contract Amendment No. 3
2. Updated 2026 Residential and Commercial Fee Schedules

Town Staff Recommendation:

Staff recommends approval of Amendment No. 3 to the Solid Waste and Recycling Services Agreement with Allied Waste Services , Inc. dba Republic Services of Lewisville to add a provision for one additional Household Hazardous Waste pickup per year for residential customers, and to approve a revised fee schedule effective February 1, 2026, adjusting commercial and residential prices for the twelve-month CPI change.

Proposed Motion:

I move to approve Amendment No. 3 to the Solid Waste and Recycling Services Agreement with Allied Waste Services , Inc. dba Republic Services of Lewisville to add a provision for one additional Household Hazardous Waste pickup per year for residential customers, and to approve a revised fee schedule effective February 1, 2026, adjusting commercial and residential prices for the twelve-month CPI change.

**AMENDMENT NO. 3 TO SOLID WASTE SERVICES AGREEMENT BETWEEN
THE TOWN OF PROSPER, TEXAS, AND ALLIED WASTE SYSTEMS, INC.
D/B/A REPUBLIC SERVICES OF LEWISVILLE**

WHEREAS, on or about July 24, 2023, the Town of Prosper, Texas (hereinafter the “Town”), and Allied Waste Systems, Inc. d/b/a Republic Services of Lewisville (hereinafter “Contractor”) entered into an exclusive franchise agreement (hereinafter “Agreement”) for solid waste services; and

WHEREAS, the duration of the Agreement was from February 1, 2024, to January 31, 2031, with three (3) one-year optional renewals; and

WHEREAS, the Town desires to add one “for a fee” Household Hazardous Waste (HHW) pickup option per year for residential customers in addition to the one complimentary HHW pickup per year that is included in the base monthly fee; and,

WHEREAS, the contract requires an adjustment in both commercial and residential service fees effective February 1 of each year based on the twelve month change in Consumer Price Index-All Urban Consumers with both Contractor and Town agreeing to use the twelve-month change ended each September, with certain contractual limits; and,

WHEREAS, as a result, the Town and Contractor have mutually agreed to adjust the Residential and Commercial fees listed in Appendix D (hereinafter “Appendix D”) to the Agreement by 5%.

NOW, THEREFORE, the Town and Contractor hereby agree that:

1. Contractor shall adjust the fees listed in Appendix D to the Agreement as follows with a 2026 Updated Fee Schedule attached:
 - (A) All residential and commercial recurring fees paid to contractor will be adjusted by 5%; and,
 - (B) Town monthly fees of \$2.00 cart financing and \$0.80 administrative fee will not change; and,
 - (C) Cart replacement fees of \$60 for both Trash and Recycling will not change.
2. **Section 8.1.6 Household Hazardous Waste Collection Services** will be amended to read as follows:

“The contractor will provide one “Front Door” Household Hazardous Waste (HHW) pickup per year free of charge on a call-in and schedule basis. Residential customers may request one additional HHW pickup per year, also on a call-in and schedule basis, at a cost of \$35, which will be added to the resident’s first monthly bill following service.”
3. All other terms off the Agreement shall remain in full force and effect.

EXECUTED BY THE FOREGOING PARTIES this 9th day of December, 2025.

APPROVED:

TOWN OF PROSPER, TEXAS

Mario Canizares, Town Manager

ATTEST:

Michelle Lewis Sirianni, Town Secretary

CONTRACTOR:

**ALLIED WASTE SYSTEMS, INC. D/B/A
REPUBLIC SERVICES OF LEWISVILLE**

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

**REPUBLIC SERVICES
CITY OF PROSPER (FRANCHISE FEES INCLUDED)
EFFECTIVE DATE 02-01-2026**

COMMERCIAL TRASH		PICKUPS PER WEEK						
Size	1X	2X	3X	4X	5X	6X	EXTRA	
95g CART NON HOA	\$ 32.70	N/A	N/A	N/A	N/A	N/A	N/A	
95 G CART - HOA	\$ 21.80	N/A	N/A	N/A	N/A	N/A	N/A	
2 YD	\$ 83.10	\$ 119.30	\$ 192.38	\$ 256.51	\$ 320.63	\$ 384.77	\$ 29.75	
3 YD	\$ 102.26	\$ 178.96	\$ 288.56	\$ 384.76	\$ 480.94	\$ 577.16	\$ 44.63	
4 YD	\$ 121.95	\$ 188.79	\$ 344.15	\$ 458.83	\$ 573.52	\$ 688.24	\$ 59.51	
6 YD	\$ 151.43	\$ 265.50	\$ 379.31	\$ 639.32	\$ 799.18	\$ 959.01	\$ 89.26	
8 YD	\$ 194.75	\$ 233.00	\$ 519.23	\$ 852.41	\$ 1,065.56	\$ 1,278.68	\$ 119.02	
10 YD	\$ 243.40	\$ 391.39	\$ 656.86	\$ 1,065.56	\$ 1,331.96	\$ 1,598.33	\$ 148.77	
2 YD COMP	\$ 282.45	\$ 564.90	\$ 847.34	\$ 1,129.79	\$ 1,412.24	\$ 1,694.69	\$ 89.26	
4 YD COMP	\$ 525.26	\$ 1,050.51	\$ 1,575.77	\$ 2,101.02	\$ 2,626.28	\$ 3,151.52	\$ 121.31	
6 YD COMP	\$ 728.24	\$ 1,456.46	\$ 2,184.70	\$ 2,912.95	\$ 3,641.19	\$ 4,368.72	\$ 267.79	
8 YD COMP	\$ 884.54	\$ 1,768.83	\$ 2,653.25	\$ 3,537.67	\$ 4,422.11	\$ 5,306.46	\$ 357.05	

EXY \$ 45.78 PER LIFT

COMMERCIAL RECYCLING		PICKUPS PER WEEK						
Size	1X	2X	3X	4X	5X	6X	EXTRA	
95g CART	\$ 16.35	N/A	N/A	N/A	N/A	N/A	N/A	
2 YD	\$ 59.46	\$ 118.93	\$ 178.38	\$ 237.62	\$ 297.31	\$ 594.63	\$ 29.75	
3 YD	\$ 89.20	\$ 178.38	\$ 267.58	\$ 356.78	\$ 445.98	\$ 891.94	\$ 44.63	
4 YD	\$ 118.93	\$ 237.85	\$ 356.78	\$ 475.70	\$ 594.63	\$ 1,189.26	\$ 59.51	
6 YD	\$ 178.38	\$ 357.01	\$ 535.16	\$ 713.56	\$ 891.94	\$ 1,783.88	\$ 89.26	
8 YD	\$ 237.85	\$ 475.70	\$ 713.56	\$ 951.41	\$ 1,189.26	\$ 2,378.51	\$ 119.02	
10 YD	\$ 297.31	\$ 594.63	\$ 891.94	\$ 1,189.26	\$ 1,486.57	\$ 2,973.14	\$ 148.77	
2 YD COMP	\$ 178.38	\$ 357.01	\$ 535.16	\$ 713.56	\$ 891.94	\$ 1,783.88	\$ 89.26	
4 YD COMP	\$ 356.78	\$ 713.56	\$ 1,070.33	\$ 1,427.10	\$ 1,783.88	\$ 3,567.77	\$ 121.31	
6 YD COMP	\$ 535.16	\$ 1,070.33	\$ 1,605.50	\$ 2,140.66	\$ 2,675.82	\$ 5,351.65	\$ 267.79	
8 YD COMP	\$ 713.56	\$ 1,427.10	\$ 2,140.66	\$ 2,854.21	\$ 3,567.77	\$ 7,135.53	\$ 357.05	

CONTAMINATION \$ 68.66 PER LIFT
 EXTRA PICKUP \$ 14.88 PER YARD
 ADD'L RECY 95G CART \$ 10.90 EACH

INDUSTRIAL ROLLOFF RATES

INDUSTRIAL TRASH		Delivery	Monthly rental	Haul rate *	Disposal/ton
Size	Type				
20 YD	OPEN TOP	\$ 143.05	\$ 143.05	\$ 555.03	\$ 45.78
30 YD	OPEN TOP	\$ 143.05	\$ 143.05	\$ 555.03	\$ 45.78
40 YD	OPEN TOP	\$ 143.05	\$ 143.05	\$ 555.03	\$ 45.78
15 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 577.92	\$ 45.78
20 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 577.92	\$ 45.78
30 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 577.92	\$ 45.78
35 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 577.92	\$ 45.78
40 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 577.92	\$ 45.78

* Haul rate does not include any disposal tons
 DRY RUN \$ 171.66 PER LIFT

INDUSTRIAL RECYCLING		Delivery	Monthly rental	Haul rate *	Disposal/ton
Size	Type				
20YD	OPEN TOP	\$ 143.05	\$ 143.05	\$ 408.55	\$ 103.00
30 YD	OPEN TOP	\$ 143.05	\$ 143.05	\$ 408.55	\$ 103.00
40 YD	OPEN TOP	\$ 143.05	\$ 143.05	\$ 408.55	\$ 103.00
15 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 431.44	\$ 103.00
20 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 431.44	\$ 103.00
30 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 431.44	\$ 103.00
35 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 431.44	\$ 103.00
40 YD COMP	COMPACTED	\$ 154.49	Negotiable	\$ 431.44	\$ 103.00

* Haul rate does not include any disposal tons
 DRY RUN \$ 171.66 PER LIFT

RESIDENTIAL (NO FEES)	BASE RATE
WEEKLY TRASH COLLECTION (TRASH/RECYCLING/BULK/YW)	\$ 20.53
ADDITIONAL SOLID WASTE CART	\$ 7.74
REPLACEMENT TRASH CART FEE	\$ 60.00
ADDITIONAL RECYCLING CART	\$ 3.36
REPLACEMENT RECYCLING CART FEE	\$ 60.00

EFFECTIVE DATE 2/1/2026 CONTACT PHONE _____