



*Prosper is a place where everyone matters.*

**AGENDA**  
**Meeting of the Prosper Town Council**  
Prosper Municipal Chambers  
108 W. Broadway, Prosper, Texas  
Tuesday, April 8, 2014  
6:00 p.m.

1. Call to Order/Roll Call.
2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
3. Announcements of upcoming events.
4. Proclamations.
  - Presentation of a Proclamation to members of Prosper's Police Dispatch Personnel declaring the week of April 13-19, 2014, as *National Telecommunicators Week*.
  - Presentation of a Proclamation to members of the Collin County Children's Advocacy Center declaring April 2014 as *Child Abuse Prevention Month*.

5. **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.)

- 5a. Consider and act upon minutes from the following Town Council meeting. **(RB)**
  - Regular Meeting – March 25, 2014
- 5b. Consider and act upon awarding CSP No. 2014-30-A to V&A Lawn Service, at the unit prices proposed, to establish an annual fixed-price contract for Prosper Parkland and Right-Of-Way Maintenance; and authorizing the Town Manager to execute same. **(JC)**
- 5c. Consider and act upon authorizing the Town Manager to execute a service contract between Superscapes, Inc., and the Town of Prosper, Texas, related to First Street and Coit Road landscape maintenance services. **(JC)**
- 5d. Consider and act upon authorizing the Town Manager to execute an agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the development of a new Subdivision Ordinance. **(JC)**
- 5e. Consider and act upon a resolution declaring the expectation to reimburse expenditures for the design and construction of Town Hall with proceeds of future debt; authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date. **(KA)**

- 5f. Consider and act upon authorizing the Town Manager to execute an agreement between Brinkley Sargent Architects, and the Town of Prosper, Texas, related to the design of a new Town Hall/Multi-Purpose Building. **(JC)**
- 5g. Consider and act upon whether to direct staff to submit a written notice of appeal 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 any site plan or preliminary site plan. **(CC)**
- 5h. Consider and act upon an Ordinance rezoning 357.3± acres, located on the north side of U.S. 380, 3,800± feet west of Dallas Parkway, from Planned Development-14 (PD-14) and Planned Development-43 (PD-43) to Planned Development-Single Family/Retail/Commercial (PD-SF/R/C). (Z13-0011). **(CC)**

6. **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 Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.)

Other Comments by the Public -

**REGULAR AGENDA:**

(If you wish to address the Council during the regular agenda portion of the meeting, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

**PUBLIC HEARINGS:**

- 7. Conduct a Public Hearing, and consider and act upon a request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R). (Z14-0004). **(CC)**
- 8. Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a Child Day Care Center, on 2.3± acres, located on the east side of Coit Road, 800± feet north of First Street. The property is zoned Retail (R). (S14-0001). **(CC)**

**DEPARTMENT ITEMS:**

- 9. Consider and act upon a resolution reviewing, updating, and adopting the Town of Prosper and Prosper EDC Investment Policy and Investment Strategy. **(KA)**

10. Consider and act upon awarding Bid No. 2014-37-B to JLB Contracting, LLC, related to construction services for the Prosper Road Improvements Project 2014 - Rhea Mills Pavement Replacement; and authorizing the Town Manager to execute a construction agreement for same. **(MR)**
11. Discussion on the Town Council strategic goal: Develop a plan for recreation programs to be offered by the Town. **(JS)**
12. Discussion on the Old Town Drainage Study. **(MR)**
13. Capital Improvement Projects update. **(MR)**
14. **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:
  - 14a. *Section 551.087 - To discuss and consider economic development incentives.*
  - 14b. *Section 551.072 - To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*
15. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.
16. Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.
  - Discussion on Capital Improvement Project Process. **(HW)**
  - Discussion on watering restrictions and the Drought Contingency Plan. **(FJ)**
17. Adjourn.

#### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at the Town Hall of Prosper, Texas, 121 W. Broadway Street, Prosper, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time:

On April 4, at 5:00 p.m. and remained so posted at least 72 hours before said meeting was convened.

\_\_\_\_\_  
 Robyn Battle, Town Secretary

\_\_\_\_\_  
 Date Noticed Removed

If during the course of the meeting covered by this Notice, the Town Council should determine that a closed or executive meeting or session of the Town Council or a consultation with the attorney/special counsel for the Town should be held or is required, then such closed or executive meeting or session or consultation with the attorney/special counsel as authorized by the Texas Open Meetings Act, Texas Government Code, §551.001, et seq., will be held by the Town Council at the date, hour and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Town Council may conveniently meet in such closed or executive meeting or session or consult with the attorney/special counsel for the Town concerning any and all

subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sections and purposes:

Texas Government Code:

§551.071 - Consultation with the attorney/special counsel for the Town.

§551.072 - Discussion regarding the purchase, exchange, lease or value of real property.

§551.074 - Discussion regarding personnel matters.

**NOTICE**

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper Staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:** The Prosper Town Council Meetings are wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as Interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the Town Secretary's Office at (972) 569-1011. BRAILLE IS NOT AVAILABLE.



*Prosper is a place where everyone matters.*

**MINUTES**  
**Regular Meeting of the**  
**Prosper Town Council**  
Prosper Municipal Chambers  
108 W. Broadway, Prosper, Texas  
Tuesday, March 25, 2014

**1. Call to Order/Roll Call.**

The meeting was called to order at 6:00 p.m.

**Council Members Present:**

Mayor Ray Smith  
Mayor Pro-Tem Meigs Miller  
Deputy Mayor Pro-Tem Kenneth Dugger  
Councilmember Michael Korbuly  
Councilmember Curry Vogelsang, Jr.  
Councilmember Danny Wilson  
Councilmember Jason Dixon

**Staff Members Present:**

Harlan Jefferson, Town Manager  
Robyn Battle, Town Secretary  
Terrence Welch, Town Attorney  
Hulon T. Webb, Jr., Executive Director of Development and Community Services  
Matt Richardson, Senior Engineer  
Baby Raley, Human Resources Director  
Kent Austin, Finance Director  
January Cook, Purchasing Agent  
Ronnie Tucker, Fire Chief  
Doug Kowalski, Interim Police Chief  
Gary McHone, Assistant Police Chief

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

Pastor Glen Gabbard led the invocation. The pledge of allegiance and the pledge to the Texas flag were recited.

**3. Announcements of upcoming events.**

Councilmember Dixon made the following announcements:

From March 29 to April 5, the Prosper Fire Department will display eleven hundred blue pinwheels on the lawn of the Fire Station to raise awareness for Child Abuse Prevention Month. The pinwheels are part of the Children's Advocacy Center of Collin County's Pinwheels for Prevention Initiative to elevate the community's mindfulness regarding child abuse and neglect.

The Town is partnering once again with Texas A&M Agri-Life to present an adult education series on water conservation. The series is designed to provide information to help residents improve their home landscapes and gardens, while still conserving water. The classes will be held at 6:30 p.m. each Monday through April 21 at the Prosper Community Library. Information and registration is available on the Town's website.

Senior Citizens are invited to attend Coffee with the Mayor on Friday, April 11, at 9:00 a.m. in Prosper Municipal Chambers. Please RSVP to Kelly Vanaman in Utility Billing.

Also on April 11, Prosper High School will host a Relay for Life to Benefit the American Cancer Society. The Relay will take place at Prosper High School from 6:00 p.m. to midnight. Contact Jan Brown at [jbrown@prosper-isd.org](mailto:jbrown@prosper-isd.org) for more information.

The Town of Prosper will hold a Centennial Celebration on Saturday, April 26, in the downtown area. The event will include entertainment, storytelling, games and activities for the whole family that will celebrate Prosper's past, present and future. For more information, please contact Town Secretary Robyn Battle.

Councilmember Korbuly congratulated the Prosper High School female lacrosse team on winning their first match recently.

#### **4. 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.)

**Councilmember Dixon removed item 4I from the Consent Agenda.**

- 4a. Consider and act upon minutes from the following Town Council meeting. (RB)**
  - **Regular Meeting – February 25, 2014**
- 4b. Consider and act upon Resolution No. 14-14 approving the exclusion of land from the boundaries of Prosper Management District No. 1. (RB)**
- 4c. Receive the February 2014 Financial Report. (KA)**
- 4d. Consider and act upon Ordinance No. 14-15 amending Article 12.04 of Chapter 12 of the Code of Ordinances related to concrete trucks and leakage of concrete. (DK)**
- 4e. Consider and act upon Ordinance No. 14-16 amending Article 4.09 of the Code of Ordinances (Special Events and Temporary Outdoor Seasonal Sales). (CC)**
- 4f. Consider and act upon Ordinance No. 14-17 rezoning 0.7± acre from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the north side of Third Street, 200± feet west of Church Street (309 E. Third Street). (Z14-0001). (CC)**

- 4g. Consider and act upon Ordinance No. 14-18 rezoning 0.3± acre from Single Family-15 (SF-15) to Downtown Retail (DTR), located on the west side of Coleman Street, 100± feet south of Fifth Street. (Z14-0002). (CC)
- 4h. Consider and act upon Ordinance No. 14-19 rezoning 0.4± acre from Single Family-15 (SF-15) to Downtown Office (DTO), located on the northwest corner of Craig Road and First Street (713 E. First Street). (Z14-0003). (CC)
- 4i. Consider and act upon approving a list of qualified firms to provide professional engineering and related services to the Town of Prosper. (MR)
- 4j. Consider and act upon approving the purchase of lighting and installation services for the Frontier Park Soccer Field Lighting Addition project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative. (PN)
- 4k. Consider and act upon whether to direct staff to submit a written notice of appeal 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 any site plan or preliminary site plan. (CC)

Deputy Mayor Pro-Tem Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to approve all remaining items on the Consent Agenda. The motion was approved by a vote of 7-0.

- 4l. Consider and act upon authorizing the Town Manager to execute a Brokerage Service Agreement between McGriff, Seibels & Williams of Texas, Inc., related to employee benefit management services. (BR)

Baby Raley, Human Resources Director, provided additional information to the Town Council on this item, including proposed revisions to the agreement.

After discussion, Deputy Mayor Pro-Tem Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to approve Item 4l. The motion was approved by a vote of 7-0.

## 5. **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 Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.)

Mayor Smith recognized the following individuals who requested to speak:

McKenna Shirley and Drew Vogelsang, students at Prosper High School, addressed the Council regarding the upcoming Relay For Life benefitting the American Cancer Society to be held on April 11 at Prosper High School.

There were no other Citizen Comments.

**REGULAR AGENDA:**

(If you wish to address the Council during the regular agenda portion of the meeting, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

**PUBLIC HEARINGS:**

6. **Conduct a Public Hearing, and consider and act upon a request to rezone 357.3± acres, located on the north side of US 380, 3,800± feet west of Dallas Parkway, from Planned Development-14 (PD-14) and Planned Development-43 (PD-43) to Planned Development-Single Family/Retail/Commercial (PD-SF/R/C). (Z13-0011). (CC)**

Mayor Smith opened the Public Hearing.

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. The proposed zoning request is to rezone the property from PD-14 and PD-43 to PD-Single Family/Retail/Commercial, which conforms to the Future Land Use Plan. The Parks and Recreation Board has recommended approval of the proposed Parkland Dedication, subject to the following conditions:

1. Community Park to be dedicated as shown on Exhibit D. Even though the total dedication is 26.0 acres, only 18.8 acres (15.0 acres outside of 100-year floodplain) of Parkland is allowed to be credited towards the Parkland Dedication requirement per the Town's Subdivision Ordinance.
2. Neighborhood Park to not be accepted as Parkland Dedication, but recommended to be HOA owned and maintained Open Space.
3. The remaining 7.77 acre Parkland Dedication requirement to be fulfilled by money in lieu of land or additional land to be incorporated adjacent to Community Park.

The Planning and Zoning Commission has recommended approval of the request, subject to the following conditions:

1. Revising the proposed PD to reflect the Parks and Recreation Board's recommendation,
2. Adding Type C single family residential lots to Exhibit C, Section 1.6.3.4,
3. Deleting Recycling Collection Point as a permitted use in Exhibit C, Section 2.2, and
4. Deleting Recycling Center; Recycling Collection Point; Antenna and/or Antenna Support Structure, Commercial; and Equipment and Machinery Sales and Rental, Major as permitted uses in Exhibit C, Section 3.2.

The applicant has revised Exhibit C, which is included in the Council packet, to address items 2, 3, and 4 of the Planning & Zoning Commission's recommendation.

Clint Richardson of Greater Texas Land Resources was present, and addressed the Council on behalf of the applicant. Mr. Richardson provided a newly-revised copy of

Exhibit C of the Planned Development Standards regarding Parkland and Amenities and reviewed the details of the revision. The proposed Planned Development Standards will now include the following:

- Twenty percent of the parkland conveyance total for the Community Park may consist of floodplain land.
- Removal of Parkland dedication for a Neighborhood Park; instead, payment of money in lieu of land will be made.
- A minimum of one Amenity Center shall be provided within the proposed residential development, with no specified location or minimum acreage requirement.
- The Town shall have no maintenance responsibilities for any Amenity Center.
- Any Amenity Center shall be completed with the initial phase of residential development.
- Open Space Areas: The Town shall have no responsibilities for the maintenance of any open space areas.

Town staff recommended approval of the request, subject to the recommendations of the Parks and Recreation Board and the Planning and Zoning Commission, and subject to the proposed revisions to Exhibit C of the Planned Development Standards.

The applicant and Mr. Webb responded to questions from the Town Council regarding a potential future park development agreement, and the price-per-acre calculation. There is not currently a school site on the proposed concept plan.

Mayor Smith recognized the following individuals who requested to speak during the Public Hearing:

Jack Dixon, 810 Long Valley Court, Prosper, asked a question regarding the density of the development. Mr. Webb explained the calculation used to determine the proposed density. Mr. Dixon then questioned the Town Council about future plans for water restrictions and the water supply for the Town as the population grows.

With no-one else speaking, Mayor Smith closed the Public Hearing.

Councilmember Dixon made a motion and Councilmember Wilson seconded the motion to approve a request to rezone 357.3± acres, located on the north side of US 380, 3,800± feet west of Dallas Parkway, from Planned Development-14 (PD-14) and Planned Development-43 (PD-43) to Planned Development-Single Family/Retail/Commercial (PD-SF/R/C), subject to recommendations by the Planning and Zoning Commission, the revised Exhibit C submitted by the applicant, and the following amendments to Exhibit C that were read into the record by the Town Attorney:

- 4.4.1 (additional sentence) The Town shall have no maintenance responsibilities for any Amenity Center.
- 4.4.2 Any Amenity Center shall be completed with the initial phase of residential development.
- 4.5 Open Space Areas: The Town shall have no responsibilities for the maintenance of any open space areas.

The motion was approved by a vote of 7-0.

**7. Conduct a Public Hearing, and consider and act upon a request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R). (Z14-0004). (CC)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. The proposed zoning request is to rezone the property from Agricultural to Single Family-17.5, which conforms to the Future Land Use Plan. The Planning and Zoning Commission has approved the request, and Town staff recommends approval as well. Mardy Brown with Texas Development Services addressed the Town Council on behalf of the applicant. Mr. Brown explained some of the details of the zoning request, including accommodations that have been put in place in response to input the applicant has received from the public.

Mayor Smith opened the Public Hearing.

The following individuals requested to speak on this item:

Irwin "Cap" Parry, 850 Kings View Drive, Prosper, expressed his concern regarding Council's approachability, and how the Town Council responds to their constituents' concerns.

Councilmember Dixon responded that he and other Council members have attended previous HOA meetings. Councilmember Wilson responded that the Council continually strives to be available to the residents and listen to their concerns, and encouraged residents to be involved and provide input.

Michael Kays, 1710 Silverleaf Court, Prosper, spoke in opposition to this item, expressing his concerns about increased traffic at what he feels is an already dangerous intersection, especially for students driving to the high school.

David Snyder, 1791 Sand Creek Drive, Prosper, spoke in opposition to this item, noting that the request is not fiscally responsible, and is not consistent with the Comprehensive Plan.

Scott Clayton, 2601 Fair Oaks Lane, Prosper, spoke in opposition to this item, expressing his concern that the proposal is not a Planned Development, and that the Town has no control over the development. He added that the Town is not ready for this type of development.

Scott Stockton, 2700 Fair Oaks Lane, Prosper, spoke in opposition to this item, stating his concern about the direction the Town is heading, and his desire to keep a more open, rural feel to the Town.

Kirby Jones, 1760 Silverleaf Court, Prosper, spoke in opposition to this item, stating that he does not feel this request is a good interpretation of the Comprehensive Plan, and does not want retail development facing his home, which faces Coit Road.

Roger Thedford, 911 Fox Ridge Trail, Prosper, spoke in favor of this item, noting that the Town already has a reputation for being “difficult to work with,” and that without commercial development, the Town will not have the tax base it needs to improve infrastructure.

Jessica Parton, 2700 Fair Oaks Lane, Prosper, spoke in opposition to this item, expressing that being “difficult to work with” is not necessarily a bad thing, because the Town makes sure things are done right, and that developers are not allowed to overrun things. As a local real estate agent, she stated that though growth is inevitable, it must happen at the right time, and the Council should pay attention to what people want.

Shawn Clayton, 1750 Blue Forest, Prosper, spoke in favor of this item, pointing out that his family moved to Prosper for the schools, but the school district is having trailers moved in this summer because the school district cannot afford to sell bonds. He stated that the Town needs retail so the school district can build schools.

Paul Dietz, 2501 Gentle Creek, Prosper, spoke in opposition of this item, noting that he moved to Prosper because of the open feel of the Town.

Jennifer and Mark DeVol, Brenda Jester, and Dana Pelon did not wish to speak, but expressed their opposition to the request.

With no-one else speaking, Mayor Smith closed the Public Hearing.

Mr. Brown returned to the podium and answered questions from the Town Council, and discussed some of the concerns raised during the public hearing. Council discussed the Traffic Impact Analysis, and previous efforts by the Town to improve traffic safety at major intersections. The Council requested that the applicant attempt to reconfigure the zoning request so that more of the retail development is facing Frontier Parkway, rather than Coit Road.

After discussion, Mayor Pro-Tem Miller made a motion and Councilmember Korbuly seconded the motion to table the item to the April 8, 2014, Town Council meeting. The motion was approved by a vote of 7-0.

**8. Conduct a Public Hearing, and consider and act upon a request for a variance to the Sign Ordinance, Section 1.09(L), regarding Subdivision Entry Signs, located north of US 380 at Windsong Ranch Parkway. (V14-0001). (CC)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. Mr. Webb reviewed the variance request, the criteria considered in determining the validity of a sign variance request, and Town staff's response to those criteria. Town staff recommended approval of the request.

Mayor Smith opened the Public Hearing.

With no-one speaking, Mayor Smith closed the Public Hearing.

Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve a request for a variance to the Sign Ordinance, Section 1.09(L),

regarding Subdivision Entry Signs, located north of US 380 at Windsong Ranch Parkway. (V14-0001). The motion was approved by a vote of 7-0.

**DEPARTMENT ITEMS:**

- 9. Consider and act upon authorizing the Town Manager to execute a Standard Form of Agreement between the Town and Pogue Construction Co., L.P., related to Construction Manager-At-Risk services for Prosper Fire Department Station No. 2; an Addendum to the Standard Form of Agreement between the Town and the Construction Manager-At-Risk; and an Addendum to the General Conditions of the Contract for Construction. (JC)**

January Cook, Purchasing Agent, presented this item before the Town Council. Ms. Cook reviewed the criteria and selection process which the evaluation committee used to review the Statements of Qualifications from companies who responded, and the committee and Town staff recommends awarding the contract to Pogue Construction Co., L.P.

After discussion, Councilmember Vogelsang made a motion and Mayor Pro-Tem Miller seconded the motion to authorize the Town Manager to execute a Standard Form of Agreement between the Town and Pogue Construction Co., L.P., related to Construction Manager-At-Risk services for Prosper Fire Department Station No. 2; an Addendum to the Standard Form of Agreement between the Town and the Construction Manager-At-Risk; and an Addendum to the General Conditions of the Contract for Construction. The motion was approved by a vote of 7-0.

- 10. Consider and act upon a resolution accepting the Independent Audit Report and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2013, as presented by Cara Hilbrich of Davis Kinard & Co, PC, Certified Public Accountants. (KA)**

Finance Director Kent Austin introduced Jeremy Stevens of Davis Kinard & Co., P.C., Certified Public Accountants, who reviewed the Comprehensive Annual Financial Report for the Town Council. Due to improvements made on Town practices and controls since last fiscal year, the auditors found no conditions meriting a Management Letter for FY 2013.

After discussion, Councilmember Vogelsang made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to adopt Resolution No. 14-20 accepting the Independent Audit Report and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2013. The motion was approved by a vote of 7-0.

- 11. Consider and act upon a resolution declaring the expectation to reimburse expenditures for the design and construction of Coleman Street (Prosper Trail to Prosper High School) and Rhea Mills concrete street improvements with proceeds of future debt, and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date. (KA)**

Finance Director Kent Austin presented this item before the Town Council. The proposed resolution will allow the Town to pay for the majority of the design and

construction of Coleman Street (Prosper Trail to Prosper High School), as well as the Rhea Mills concrete street improvements, from existing funds now and be reimbursed later when bonds are sold. The remaining costs for the Coleman Street project will be funded from the Drainage Utility Fund and the Water Impact Fee Fund.

After discussion, Deputy Mayor Pro-Tem Dugger made a motion and Councilmember Wilson seconded the motion to adopt Resolution No. 14-21 declaring the expectation to reimburse expenditures for the design and construction of Coleman Street (Prosper Trail to Prosper High School) and Rhea Mills concrete street improvements with proceeds of future debt, and authorized the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date. The motion was approved by a vote of 7-0.

**12. Consider and act upon authorizing the Town Manager to execute an agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of Coleman Street (Prosper Trail to Prosper High School). (MR)**

Senior Engineer Matt Richardson presented this item before the Town Council. The proposed contract is for the design of two lanes (eastern half) of an ultimate four-lane divided roadway on Coleman Street between Prosper Trail and Prosper High School. It also includes a sidewalk parallel to the roadway, an enclosed drainage system, a new culvert crossing north of Prosper Trail, a 16" water line north of Prosper Trail, and a traffic signal at the intersection of Coleman Street and Prosper Trail. Mr. Richardson answered questions from the Town Council on the timeline of the project, traffic control, and safety concerns during construction.

After discussion, Mayor Pro-Tem Miller made a motion and Councilmember Korbuly seconded the motion to authorize the Town Manager to execute an agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of Coleman Street (Prosper Trail to Prosper High School). The motion was approved by a vote of 7-0.

**13. Consider and act upon awarding Bid No. 2014-32-B to Austin Bridge & Road, LP, related to construction services for the Prosper Road Improvement Project 2014; and authorizing the Town Manager to execute same. (HW)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. The Town received four bids for the Prosper Road Improvement Project 2014, which includes Coit Road (First Street to Frontier Parkway), Coleman Street (Prosper Trail to Broadway) and First Street (Coleman Street to the Dallas North Tollway). The contract will replace the existing asphalt pavement with new asphalt pavement, including incidental work on driveways and culverts. Town staff recommends Town Council award the bid to Austin Bridge & Road, L.P.

After discussion, Deputy Mayor Pro-Tem made a motion and Councilmember Wilson seconded the motion to award Bid No. 2014-32-B to Austin Bridge & Road, LP, related to construction services for the Prosper Road Improvement Project 2014; and authorized the Town Manager to execute same. The motion was approved by a vote of 7-0.

**14. 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:**

**14a. Section 551.087 - To discuss and consider economic development incentives.**

**14b. Section 551.072 - To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.**

The Town Council recessed into Executive Session at 9:02 p.m.

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

The Regular Session was reconvened at 9:42 p.m.

No action was taken as a result of Executive Session.

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

- **SH 289 Landscape, Lighting and Monument Signage.**

Mr. Webb updated the Town Council on this project, and asked the Council for feedback. Town staff was directed to move forward with the lighting portion of the project, and received direction on landscape enhancements, and the preferred locations for monument signs.

- **Update on Town Hall/Multi-Purpose architectural and engineering services consultant selection.**

Mr. Webb informed the Town Council that the selection committee for this project has decided on an architectural design firm. The Town Council will consider approval of the design firm at the April 8 Town Council meeting. A reimbursement resolution will be used to fund the design for the project.

- **Parkland and Right of Way Maintenance.**

Town staff was given direction regarding the selection of a vendor for Parkland and Right-of-Way Maintenance.

**17. Adjourn.**

The meeting was adjourned at 10:00 p.m., on Tuesday, March 25, 2014.

These minutes approved on the 8th day of April, 2014.

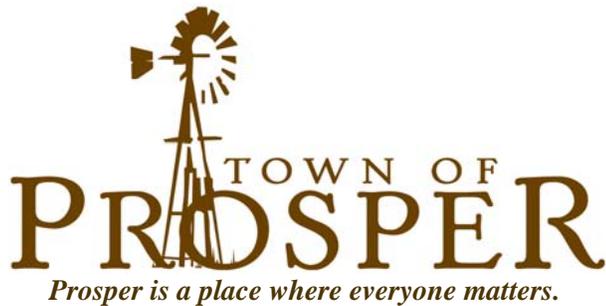
**APPROVED:**

\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Robyn Battle, Town Secretary**

DRAFT



## FINANCE

**To:** Mayor and Town Council

**From:** January Cook, CPPO, CPPB, Purchasing Agent

**Through:** Harlan Jefferson, Town Manager

**Re:** Town Council Meeting – April 8, 2014

**Agenda Item:**

Consider and act upon awarding CSP No. 2014-30-A to V&A Lawn Service, at the unit prices proposed, to establish an annual fixed-price contract for Prosper Parkland and Right-Of-Way Maintenance; and authorizing the Town Manager to execute same.

**Description of Agenda Item:**

The Town developed specifications, and solicited proposals for the maintenance of parkland and rights-of-way located within the Town of Prosper. Services to be performed vary by location and include: mowing, trimming, edging, and scalping. The initial term of the contract will be one year, with four optional one-year renewal periods.

A Notice to Proposers was advertised, and 10 proposals were received by the due date and time (February 21, 2014, at 2:00 p.m.). The annual base maintenance proposals ranged from \$85,166 to \$275,414. An evaluation committee consisting of representatives from Parks & Recreation evaluated the proposals, based on cost, equipment, staffing, work history and references, and the provider's overall ability to meet the Town's needs.

After completion of the evaluation process, staff recommends award to V&A Lawn Service, (dba V&A Landscape and Lawn) the best value proposal. V&A Lawn Service is the Town's current service provider, and has performed excellent service.

V&A Lawn Service proposed an annual base maintenance price of \$115,520. Additionally, based on unit prices proposed for optional and alternate services and locations, Parks & Recreation estimates an annual expenditure of \$19,480 for other services to be provided, on an as-needed basis only. These additional services include servicing optional properties, push mowing, tree services, irrigation system repairs, chemical applications, etc. The total estimated annual expenditure for parkland and right-of-way maintenance is \$135,000. This award excludes Item No. 1 under Optional Properties/Services for the maintenance of First St. and Coit Rd. This is a newly constructed location, and maintenance will be performed by the original contractor for the duration of the warranty period.

**Budget Impact:**

The estimated annual amount budgeted for services under this contract is \$135,000, and will be funded by 10-5480-60, Contracted Services for Parks & Recreation. 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 reviewed the Contract as to form and legality.

**Attached Documents:**

1. Proposal Summary
2. Evaluation Matrix
3. Contract for Services

**Town Staff Recommendation:**

Town staff recommends approval of the award of CSP No. 2014-30-A to V&A Lawn Service, at the unit prices proposed, to establish an annual fixed-price contract for Prosper Parkland and Right-Of-Way Maintenance; and authorize the Town Manager to execute same.

**Proposed Motion:**

I move to approve the award of CSP No. 2014-30-A to V&A Lawn Service, at the unit prices proposed, to establish an annual fixed-price contract for Prosper Parkland and Right-Of-Way Maintenance; and authorize the Town Manager to execute same.



COMPETITIVE SEALED PROPOSAL NO. 2014-30-A  
TOWN OF PROSPER PARKLAND AND RIGHT-OF-WAY MAINTENANCE

CSP SUMMARY

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**Due Date/Time:** February 21, 2014 @ 2:00pm

**Proposals Received:** 10

Dyna-Mist Construction Co.  
 KC Landscape & Irrigation  
 Landworks  
 Lawn Star Landscape  
 Oak Grove Landscape & Irrigation LLC  
 Somerset Landscape Maintenance Inc.  
 Superscapes, Inc.  
 V&A Landscape and Lawn  
 VMC Landscape Services  
 Weisz Selection Lawn & Landscape Service, Inc.

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All submissions received for the designated project are reflected in this summary. However, the listing of the submission on this summary shall not be construed as a comment on the responsiveness of such submission, or as any indication that the agency accepts such submission as being responsive. The agency will make a determination as to the responsiveness of the submission based upon compliance with all applicable laws, purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful firm upon award of the contract and, as according to the law, all responses received will be available for inspection at that time.

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Certified By: January M. Cook, CPPO, CPPB  
 Purchasing Agent  
 Town of Prosper

Date: February 21, 2014

CSP No. 2014-30-A

Town of Prosper Parkland and Right-Of-Way Maintenance

EVALUATION MATRIX - FINALIST		LAWN STAR LANDSCAPE		SOMERSET LANDSCAPE MAINTENANCE INC.		V&A LAWN SERVICE, DBA V&A LANDSCAPE AND LAWN	
		POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
EVALUATION CRITERIA	WEIGHTING						
Equipment	15%	4.00	0.60	5.00	0.75	5.00	0.75
Staffing	20%	5.00	1.00	5.00	1.00	7.00	1.40
Work History and References	20%	6.00	1.20	5.00	1.00	10.00	2.00
Ability to Meet Town's Needs	15%	6.00	0.90	5.00	0.75	7.00	1.05
Cost	30%	10.00	3.00	9.60	2.88	7.62	2.29
<b>TOTAL</b>	<b>100%</b>		<b>6.70</b>		<b>6.38</b>		<b>7.49</b>

**TOWN OF PROSPER  
CONTRACT FOR SERVICES  
CSP NO. 2014-30-A**

This Contract is made by the Town of Prosper, Texas, a municipal corporation ("Town") and V&A Lawn Service. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Town of Prosper Parkland and Right-Of-Way Maintenance (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Prosper, P.O. Box 307, Prosper, TX 75078, or emailed to [accounts\\_payable@prospertx.gov](mailto:accounts_payable@prospertx.gov).
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
23. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

January M. Cook, CPPO, CPPB  
Purchasing Agent  
Town of Prosper  
P.O. Box 307  
Prosper, TX 75078

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Vincenzo Pascale  
Owner  
V&A Lawn Service  
P.O. Box 2761  
Frisco, TX 75034

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
27. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

**AGREED TO BY:**

**V&A LAWN SERVICE**

By: Vincenzo Pascale  
Vincenzo Pascale  
Owner

Date: 03-17-14

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Harlan Jefferson  
Town Manager

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

**Exhibit A and Exhibit B, consisting of the original proposal document and the vendor's response, are available for inspection in the Town Secretary's Office.**

**Due to the size of the documents, they were not included as part of the Agenda packet.**



## FINANCE

**To:** Mayor and Town Council  
**From:** January Cook, CPPO, CPPB, Purchasing Agent  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – April 8, 2014

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a service contract between Superscapes, Inc., and the Town of Prosper, Texas, related to First Street and Coit Road landscape maintenance services.

**Description of Agenda Item:**

In February 2014, Town Council awarded Bid No. 2014-17-B First Street and Coit Road Landscape Improvements to Superscapes, Inc. A two-year warranty period covering workmanship and defective materials will become effective upon completion of the project. In order to preserve the integrity of the warranty, Superscapes, Inc. will provide landscape maintenance services for the duration of the warranty period. The initial term of the contract will be one year, with one optional one-year renewal period.

**Budget Impact:**

The annual fee for this service is \$30,000, and will be funded by 10-5480-60, Contracted Services for Parks & Recreation. 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 reviewed the contract as to form and legality.

**Attached Documents:**

1. Contract for Services

**Town Staff Recommendation:**

Town staff recommends the Town Council approve a service contract between Superscapes, Inc., and the Town of Prosper, Texas, related to First Street and Coit Road landscape maintenance services; and authorize the Town Manager to execute same.

**Proposed Motion:**

I move to approve a service contract between Superscapes, Inc., and the Town of Prosper, Texas, related to First Street and Coit Road landscape maintenance services; and authorize the Town Manager to execute same.

**TOWN OF PROSPER  
CONTRACT FOR SERVICES  
CONTRACT NO. 2014-41-A**

This Contract is made by the Town of Prosper, Texas, a municipal corporation ("Town") and Superscapes, Inc. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: First Street and Coit Road Landscape Maintenance (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to one (1) additional one-year term on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Town agrees to pay Contractor a monthly rate of two-thousand five hundred dollars and no cents (\$2,500.00), for services as specified in Exhibit A.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Prosper, P.O. Box 307, Prosper, TX 75078, or emailed to [accounts\\_payable@prospertx.gov](mailto:accounts_payable@prospertx.gov).
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can

be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit B. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold the Town of Prosper, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the Contractor, or of any agent, employee, subcontractor or supplier for which the Contractor is responsible in the execution of, or performance under this contract. The Contractor shall deliver, if so requested by the Town of Prosper, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8:00 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot

be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.

23. **ENTIRE CONTRACT.** This instrument together with Exhibits A-B attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

January M. Cook, CPPO, CPPB  
Purchasing Agent  
Town of Prosper  
P.O. Box 307  
Prosper, TX 75078

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Kris Abbott  
Vice President  
Superscapes, Inc.  
10165 CR106  
Celina, TX 75009

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.

- 27. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
- 28. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

**AGREED TO BY:**

**SUPERSCAPES, INC.**

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Kris Abbott  
Vice President

By: \_\_\_\_\_  
Harlan Jefferson  
Town Manager

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

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

## EXHIBIT "A"

### I. TURF MAINTENANCE

- 1.1 All turf areas will be mowed, edged, trimmed and blown one (1) time per week during the growing season and as needed during the non-growing season.
- 1.2 All major turf areas will be mowed with commercial walk-behind and riding mowers.
- 1.3 In areas where heavier equipment could potentially damage the turf, line trimmers will be operated.

### II. TURF FERTILIZATION AND EMERGENTS - TDA# 0295439

- 2.1 All turf areas will be fertilized three (3) times per year using the following breakdown by occurrence:  
  
May: 28-0-0 with 50% uflexx  
July: 28-0-0 with 50% uflexx  
September: 10-24-18
- 2.2 Pre/Post Emergent Herbicides will be applied four (4) times per year to all turf areas. Once the herbicide has been applied, the areas of application will then be watered one half inch to move the herbicide into the soil for maximum benefit.
  - 2.2.1 Application 1, Pre- Post Emergent - February
  - 2.2.2 Application 2, Pre - Post Emergent - March
  - 2.2.3 Application 3, Spot Spray July - August
  - 2.2.4 Application 4, Pre - Post Emergent - September

### **III. EDGING**

- 3.1 All edging of walks and curbs will be edged weekly with a gas powered steel blade.

### **IV. SHRUBS AND GROUND COVER**

- 4.1 Shrubs will be shaped and pruned as needed to maintain a manicured appearance while incorporating the best horticulture practices.
- 4.2 Flowering shrubs will be trimmed after their blooming cycle.
- 4.3 Ground cover shall be trimmed and edged to maintain uniform and manicured appearance.

### **V. BED AREAS**

- 5.1 Bed areas will be weeded as needed per visit.
- 5.2 Seasonal color and hardwood mulch can be installed at an additional charge.

### **VII. TREE AND SHRUB MAINTENANCE**

- 7.1 All trees and shrubs shall be lightly pruned as necessary to maintain proper canopy clearance.
- 7.2 Crape Myrtles shall be pruned back in January/February to ensure proper growth in spring.

### **VIII. PAVED AREAS**

- 8.1 All drives, parking areas and sidewalks will be treated for weeds and grass with contact herbicide as needed.

**IX. IRRIGATION - LI# 0008706**

- 9.1 Superscapes will provide a full analysis of existing irrigation system monthly.
- 9.1 Superscapes will adjust and regulate time clocks to appropriate times monthly.
- 9.2 Superscapes will adjust and unclog nozzles and spray heads monthly.
- 9.3 Superscapes will adjust direction of rotors for optimal coverage monthly.
- 9.4 Superscapes will repair any damage done by Superscapes personnel at no cost to the client.
- 9.5 Any repair work done that is not specified in this section will be done on an additional cost basis with written approval.

**X. LITTER AND DEBRIS REMOVAL, GROUNDS**

- 10.1 All litter and debris shall be removed from all turf and bed areas per visit.

## EXHIBIT B

### INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

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

#### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

#### B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**

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



## FINANCE

**To: Mayor and Town Council**

**From: January Cook, CPPO, CPPB, Purchasing Agent**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute an agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the development of a new Subdivision Ordinance.

**Description of Agenda Item:**

The Town requested Statements of Qualifications (SOQ) from qualified firms, to prepare an updated Town of Prosper Subdivision Ordinance. The Town received one response by the due date and time (February 5, 2014, at 2:00 p.m.).

The evaluation committee was comprised of members representing Development and Community Services. The evaluation committee reviewed the only submission received, and negotiated a scope of services to include the following items:

- review and revise the Town of Prosper Subdivision Ordinance;
- provide recommendations for elements to be incorporated into the Subdivision Ordinance;
- provide recommendations for development process and procedural elements to be incorporated into the Subdivision Ordinance;
- facilitate the planning process, including outreach, education, and the public participation strategy for each phase of the project;
- present the Subdivision Ordinance at public meetings and hearings, as well as provide all necessary documentation and graphics needed for the meetings;
- provide hard copies and digital versions of the Subdivision Ordinance, and all supplemental materials used throughout the project; and
- provide additional services and/or information based on recommendations and feedback received throughout the planning process.

It is the recommendation of staff to award the contract to Freese and Nichols, Inc. The anticipated project start date is April 2014, with final completion in February 2015.

**Budget Impact:**

The amount budgeted for this project is \$80,000, and will be funded by 10-5410-90, Professional Services for Planning. The negotiated fee for this project is \$79,633, plus additional services, if required, as outlined in Section 3.3 of the agreement.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Agreement

**Town Staff Recommendation:**

Town staff recommends the Town Council approve an agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the development of a new Subdivision Ordinance; and authorize the Town Manager to execute same.

**Proposed Motion:**

I move to approve an agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the development of a new Subdivision Ordinance; and authorize the Town Manager to execute same.

**AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND  
NICHOLS, INC., FOR ENGINEERING SERVICES  
(Development of a New Subdivision Ordinance)**

**THIS AGREEMENT** is made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **Town of Prosper, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as the Town, and **Freese and Nichols, Inc.**, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109, hereinafter referred to as the Consultant, to be effective from and after the date as provided herein, hereinafter referred to as Agreement.

**WHEREAS**, the Town desires to engage the services of the Consultant to develop a **New Subdivision Ordinance**, hereinafter referred to as Project; and

**WHEREAS**, the Consultant desires to render engineering services for the Town upon the terms and conditions provided herein.

**IN CONSIDERATION** of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform engineering services in connection with the Project. The Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The Consultant further agrees that if any employee of the Consultant, who is performing the day-to-day services under this Agreement for the Project, is separated, for any reason, from employment with the Consultant, the Consultant shall notify, in writing, a minimum of five (5) business days prior to said separation unless circumstances reasonably warrant a shorter notice period which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that the Consultant shall perform such services as are set forth and described in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit A, in the form of written change orders, may be authorized from time to time by the Town.
  - 1.2.1 **Requirement of Written Change Order** – Extra work, or claims invoiced as extra work, or claims which have not been issued as a duly executed, written change order by the Prosper Town Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly

executed written change order shall be preceded by the Town of Prosper's authorization to execute said change order.

1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE PROSPER TOWN MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.

1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit B and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than twelve (12) months following the execution of this Agreement, see attached Schedule. The Consultant will provide the Town with all electronic files (e.g., Microsoft Word, Adobe PDF, and GIS files) needed to open, edit, and print the final document. FNI will not print any copies of the document (including review and final documents).

## **ARTICLE 2 THE TOWN'S RESPONSIBILITIES**

The Town shall do the following in a timely manner so as not to delay the services of the Consultant:

2.1 **Project Data** – The Town shall furnish required information, that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town's behalf with respect to the Project (the Project Manager). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for extra work or claims invoiced as extra work.

**ARTICLE 3  
CONSULTANT'S COMPENSATION**

- 3.1 **Compensation for Consultant's Services** – As described in Article 1, Consultant's Services, compensation for this Project shall be on a Lump Sum Basis, for an amount not to exceed Seventy-Nine Thousand Six Hundred Thirty-Three Dollars (\$79,633.00), (Consultant's Fee) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit B.
- 3.1.1 **Completion of Record Documents** – The Town and the Consultant agree that the completion of the Record Documents and/or As-Built Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the Town prior to payment of the final five percent (5%) of the Consultant's Fee, or Dollar Amount spelled out and 00/100 Dollars (\$00,000.00). The electronic formatting shall be consistent with the standards established in Exhibit C, Town of Prosper Guidelines for Computer Aided Design and Drafting (CADD). Completion of the Record Documents and/or As-Built documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement. – NOT APPLICABLE
- 3.1.2 **Disputes between the Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the Contractor) and the Town, and upon receipt of a written request by the Town, the Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. The Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. The Town and the Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement. – NOT APPLICABLE
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – The Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for

making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to the Town.

- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code , as it exists or may be amended (the Barriers Act), as solely determined by the Town, the Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of the Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. The Consultant shall participate in consultations with said authorities in order to obtain approval for the Project. As part of the services provided under the Consultant's Fee, the Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (the TDLR). The Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist (RAS) at any phase of the Project, either by review of the construction documents, or inspection of the Project at the commencement of construction, during the construction of the Project, or at the completion of construction. – NOT APPLICABLE
- 3.1.4.1 **Submission of Construction Documents to TDLR** – The Consultant shall mail, ship, or hand-deliver the construction documents to TDLR not later than five (5) calendar days after the Consultant issues the construction documents for the Project. – NOT APPLICABLE
- 3.1.4.2 **Completion of Registration Form to TDLR** – The Consultant shall complete an Elimination of Barriers Project Registration Form (The Form) for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Consultant completes the submittal of the construction documents to TDLR. – NOT APPLICABLE
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the construction documents by TDLR, the Consultant shall be notified in writing of the results; however, it is the Consultant's responsibility to obtain TDLR's written comments. The Consultant shall address all comments that prevent TDLR approval of the construction documents, including comments relating to Conditional Approval that must be addressed in the

design and construction of the Project. The Consultant shall resubmit construction documents to TDLR for review prior to the completion of construction of the Project. – NOT APPLICABLE

3.1.4.4 **TDLR Project Inspection** – The Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. The Consultant shall advise the Town in writing of the results of each Project inspection. The Town reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project. – NOT APPLICABLE

3.1.4.5 **Corrective Modifications following TDLR Project Inspection**  
When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Consultant a list of deficiencies and a deadline for completing the modifications. The Consultant shall provide the Town with this list within five (5) calendar days of receipt. It is the sole responsibility of the Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, the Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and the Town with written verification of the corrective measures completed. – NOT APPLICABLE

3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the Town after the newly constructed Project has had a satisfactory inspection, or the Consultant has submitted verification of corrective modifications. The Town and the Consultant agree that the final five percent (5%) of Consultant's Fee, or Dollar Amount spelled out and 00/100 Dollars (\$00,000.00) shall not be paid until the Town is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project. – NOT APPLICABLE

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit B, and consistent with Exhibit D, Town of Prosper Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible

for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit A of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (Additional Services). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit A.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit A.

3.3.3 Additional copies of final reports which are not provided for or contemplated in the Scope of Services as described in Exhibit A.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit A.

3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to the Town.

<u>POSITION</u>	<u>BILL RATE</u>
PRINCIPAL	225
GROUP MANAGER	225
SENIOR ENGINEER	185
ENGINEER (PE)	150
ENGINEER (EIT)	115
ARCHITECT INTERN	95
LANDSCAPE ARCHITECT	150
SENIOR URBAN PLANNER	200
URBAN PLANNER	115
GIS ANALYST	120
DESIGNER	115
TECHNICIAN	95
OPERATIONS ANALYST / ACCOUNTING SPECIALIST	100
WORD PROCESSING/SECRETARIAL	90
CO-OP / INTERN	70

**EXPENSES**

**Plotting**

Bond	\$2.50 per plot
Color	\$5.75 per plot
Other	\$5.00 per plot

**Printing**

Offset and Xerox Copies/Prints	\$0.10 per side copy
Color Copies/Prints	\$0.50 per side copy
Binding	\$5.75 per book

**Travel**

Standard IRS rates

**Computer**

Computer Usage \$10.00/hour

- 3.4 **Invoices** – No payment to the Consultant shall be made until the Consultant tenders an invoice to the Town. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to the Town immediately upon completion of each individual task listed in Exhibit B. On all submitted invoices for services rendered and work completed on a monthly basis, the Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – The Town shall make payment to the Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by the Town to the Consultant is considered to be complete upon mailing of payment by the Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by the Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. The Town shall notify the Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. The Town shall provide the Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, the Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, the Consultant shall submit to the Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid the Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. The Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement; however, the Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to the Town, in accordance with Chapter 2251, Subchapter D (Remedy for Nonpayment) of the Texas Government Code. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of the Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, the Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, the Consultant shall deliver to the Town all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared

by the Consultant in connection with this Agreement prior to the Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and the Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without the Town's prior written consent. The Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit A. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, the Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit A to reflect changes while working on the Project through the date of completion of the work, as solely determined by the Town, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the Town's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – The Consultant acknowledges that the Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by the Consultant (and the Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project may be subject to release under the Texas Public Information Act (Texas Government Code, Chapter 552) and/or any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5**  
**CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit E, Town of Prosper Contractor Insurance Guidelines, the Consultant shall maintain, at no expense to the Town, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. The Consultant shall furnish the Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit E, Town of Prosper Contractor Insurance Guidelines, the Consultant shall maintain, at no expense to the Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. The Consultant shall furnish the Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit E, Town of Prosper Contractor Insurance Guidelines, the Consultant shall maintain, at no expense to the Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or

United States Certified Mail. The Consultant shall furnish the Town with certificates evidencing such coverage prior to commencing work on the Project.

**5.4 Circumstances Requiring Umbrella Coverage or Excess Liability Coverage**

– If Project size and scope warrant, and if identified on the checklist located in Exhibit E, Town of Prosper Contractor Insurance Guidelines, the Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. The Consultant shall furnish the Town with certificates evidencing such coverage prior to commencing work on the Project.

**ARTICLE 6  
CONSULTANT’S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

**ARTICLE 7  
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, the Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated on the Affidavit, attached hereto as Exhibit F and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of the Consultant shall execute the Affidavit attached hereto as Exhibit F. The Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

## **ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES**

The Town may, upon thirty (30) days' written notice to the Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If the Town terminates this Agreement due to a default of and/or breach by the Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, the Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by the Consultant, the Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due the Consultant as set forth in Article 3 herein. If the Town terminates this Agreement and the Consultant is not in default of the Agreement, the Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, the Consultant shall deliver to the Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by the Consultant in connection with this Agreement prior to the Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

## **ARTICLE 9 DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

## ARTICLE 10

### INDEMNITY

THE CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, AND THE CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE CONSULTANT'S OBLIGATIONS TO THE TOWN UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) THE CONSULTANT IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY THE CONSULTANT IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, THE CONSULTANT FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS AGREEMENT, THE CONSULTANT'S OBLIGATIONS TO THE TOWN UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.

## ARTICLE 11

### NOTICES

The Consultant agrees that all notices or communications to the Town permitted or required under this Agreement shall be delivered to the Town at the following addresses:

Harlan Jefferson  
Town Manager Town of Prosper  
P.O. Box 307  
Prosper, Texas 75078

The Town agrees that all notices or communication to the Consultant permitted or required under this Agreement shall be delivered to the Consultant at the following addresses:

Daniel Harrison, AICP  
Project Manager  
Freese and Nichols, Inc.  
2711 Haskell Avenue, Suite 3300  
Dallas, Texas 75204

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

## **ARTICLE 12 MISCELLANEOUS**

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled A through G, all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit A, Scope of Services.

12.1.2 Exhibit B, Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit C, Town of Prosper Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 Exhibit D, Town of Prosper Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 Exhibit E, Town of Prosper Contractor Insurance Guidelines.

12.1.7 Exhibit F, Affidavit.

12.1.8 Exhibit G, Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through the Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – The Town and the Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Collin County, Texas, and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **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.
- 12.13 **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.
- 12.14 **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.
- 12.15 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 herein is conspicuous and the parties have read and understood the same.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

**TOWN**  
Town of Prosper, Texas

**CONSULTANT**  
Freese and Nichols, Inc.

By: \_\_\_\_\_  
Harlan Jefferson  
Title: Town Manager

By: \_\_\_\_\_  
Tricia H. Hatley, P.E.  
Title: Principal

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 **HARLAN JEFFERSON**, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
My commission expires: \_\_\_\_\_

STATE OF TEXAS            )  
  )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **TRICIA H. HATLEY**, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
My commission expires: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

**Agreement by and between the Town of Prosper, Texas (Town)  
and Freese and Nichols, Inc. (Consultant)  
to provide Planning Services for the Development of a New Subdivision  
Ordinance**

---

**Project Services:**

**Division 1: Introduction**

The purpose of this Scope of Services is to develop a new subdivision ordinance to replace the Town's existing subdivision ordinance.

**Division 2: Diagnostic Evaluation of Existing Subdivision Regulations and Practices**

A diagnostic analysis and report of the Town's existing subdivision ordinance and approval process will lay the foundation for writing the new subdivision ordinance. This diagnostic evaluation will result in the definition of problems and issues arising out of the Town's current ordinance and practices against the backdrop of community-approved goals and objectives. After a consensus is reached between Town Staff and CONSULTANT regarding the direction of the new subdivision ordinance, then CONSULTANT will begin the rewrite process.

**Division 3: Outline of the New Subdivision Regulations**

The new subdivision ordinance will generally be organized as follows and address the following topics; however the actual sections and subsections shown below are subject to change throughout the review and feedback process:

Section 1: General Provisions

- 1.1 Title
- 1.2 Authority
- 1.3 Purpose
- 1.4 Applicability
- 1.5 Documents Comprising Subdivision Regulations
- 1.6 Compliance Required
- 1.7 Public Improvements Required

Section 2: Decision-Maker Authority

- 2.1 Town Council
- 2.2 Planning and Zoning Commission
- 2.3 Director of Planning
- 2.4 Town Engineer
- 2.5 Development Review Committee (Optional)
- 2.6 Summary Table of Review and Approval Authority for Application

Section 3: Application Submittal and Processing Procedures

- 3.1 General Application Processes
- 3.2 Pre-Application Conference
- 3.3 Application Filing and Determination of Completeness
- 3.4 Processing, Action, and Notification of Application Decision
- 3.5 Public Hearings Required for Replat and Plat Vacation Applications

## **EXHIBIT A SCOPE OF SERVICES**

### Section 4: Plats and Platting Procedures

- 4.1 General Subdivision and Platting Procedures
- 4.2 Preliminary Plat
- 4.3 Final Plat
- 4.4 Minor Plat
- 4.5 Replat (Including Minor Replat)
- 4.6 Amending Plat
- 4.7 Conveyance Plat
- 4.8 Vacating an Existing Plat (Plat Vacation)

### Section 5: Construction Plans and Procedures

- 5.1 Construction Plans
- 5.2 Pre-Construction Meeting
- 5.3 Construction Release
- 5.4 Timing of Public Improvements
- 5.5 Improvement Agreements
- 5.6 Inspection, Maintenance, and Acceptance of Public Improvements

### Section 6: Subdivision Design Standards

- 6.1 Adequate Public Facilities
- 6.2 Conformance to Plans and Code
- 6.3 Access Management
- 6.4 Alleys
- 6.5 Blocks
- 6.6 Easements and Dedications
- 6.7 Homeowners' Associations
- 6.8 Lot Design
- 6.9 Parks and Open Space Dedication
- 6.10 Parks and Open Space Design
- 6.11 Streets
- 6.12 Thoroughfare Screening
- 6.13 Sidewalks
- 6.14 Water and Wastewater Requirements
- 6.15 Drainage and Environmental Requirements

### Section 7: Relief from Subdivision Design Standards

- 7.1 Petition for Subdivision Waiver
- 7.2 Subdivision Proportionality Appeal
- 7.3 Vested Rights Petition

### Section 8: Definitions

## **EXHIBIT A SCOPE OF SERVICES**

### **Division 4: General Approach to Preparation of the Subdivision Ordinance**

The development process for creating the new subdivision ordinance will be divided into two distinct parts: (1) subdivision procedures and (2) subdivision standards.

The reason for dividing the subdivision into two parts is to allow for focused and topical discussion between Town Staff and CONSULTANT. Additionally, the review of the subdivision ordinance is more efficient if divided into two manageable parts, rather than attempting to review the entire ordinance at one time. Experience has proven that dividing the Ordinance into two parts allows for more in-depth discussion, review, and understanding of the material.

#### **Part 1: Subdivision Procedures:**

The following sections shall be considered procedure sections: Section 1, Section 2, Section 3, Section 4, and Section 5. (Section 8 [Definitions] will be addressed within both the procedures and standards.)

Subdivision procedures set forth the stages of plat approval, along with each separate procedure authorized under the regulations. For each procedure, the regulations should specify the required contents of the application, the procedure for approval, the time within which the application must be processed, the standards for approval, the effect of approval and any applicable expiration date. The provisions of the subdivision procedures are extremely important in determining the outcome of any vested rights disputes that arise in the future, since the mere submittal of an application may prevent the Town from changing any standards applicable to the project thereafter.

Additionally, Part 1 identifies the Town's policies relating to financially guaranteeing construction of required improvements and steps necessary for acceptance of improvements by the Town. Provisions for possible participation in the costs of improvements by the Town and procedures relating to approval of development agreements typically are included in this division, if the Town so directs.

#### **Part 2: Subdivision Standards:**

The following sections shall be considered standards sections: Section 6 and Section 7. (Section 8 [Definitions] will be addressed within both the procedures and standards.)

This division sets forth the standards applicable to plats for streets, easements, blocks, sidewalks, water and wastewater utilities, roadways, parks and open space and drainage. The standards should clearly identify the Town's policies on adequate public facilities and delineate its authority to require dedication and improvement of rights-of-way for each type of public facility, whether on-site or off-site.

## **EXHIBIT A SCOPE OF SERVICES**

### **Division 5: Engineering, Design Criteria, and Similar Technical Standards**

It is anticipated that the Town's construction and technical standards are currently adequate and will not need revisions at this time. Any revisions to the Town's current construction and technical standards shall be performed by the Town's Engineering Department (or by other engineering professionals, as may be desired by the Town) and at the Town's direction, and shall not be included within the scope of this contract.

### **Division 6: Project Services**

#### **Task 1: Diagnostic Report**

##### ***Task 1.1: Diagnostic Interviews***

- CONSULTANT will conduct several interviews with Town Staff – including all Town participants in the development review process, such as those involved in planning, engineering, code compliance, public safety, and other applicable areas.
- At the Town Staff's discretion, interviews will be conducted with elected/appointed officials and members of the development community, such as home builders, developers, surveyors, and realtors.
- It is anticipated that Town Staff will arrange all interviews and that CONSULTANT will conduct in-person interviews during regular business hours.
- *Meetings: Eight (8) hours of in-person interviews for Task 1 at a Town Facility, held in one (1) day.*

##### ***Task 1.2: Diagnostic Review of Comprehensive Plan and Subdivision Ordinance Text***

- The diagnostic evaluation will include reviewing the Town's Comprehensive Plan in order to verify that the new subdivision ordinance will be reflective of the Town's development objectives (as stated in the Comprehensive Plan) and recent development trends.
- This effort provides a more up-to-date policy foundation to guide the community's future growth and development.
- CONSULTANT will build on this effort by undertaking an independent regulatory review and by obtaining consensus on the specific additional recommendations for the new ordinance.

##### ***Task 1.3: Diagnostic Consensus between Town Staff and CONSULTANT on Issues and Ordinance Direction***

- CONSULTANT will prepare a diagnostic report summarizing the results of the investigation and defining issues for consideration in developing the new subdivision ordinance.
- One conference call will be held between Town Staff and CONSULTANT to review the diagnostic report.

## EXHIBIT A SCOPE OF SERVICES

- A consensus will be reached at the end of the conference call regarding the issues identified in the report and how these issues will be addressed in the creation of the new subdivision ordinance.
- Meetings: One (1) Conference Call for Task 1.3.

### ***Task 1.4: Diagnostic Report Presentation***

- CONSULTANT will present the diagnostic report at one Planning and Zoning Commission meeting.
- Meetings: One (1) P&Z Meeting will be held for Task 1.4.

### **Task 2: Develop Draft Subdivision Procedures**

- CONSULTANT will draft new subdivision procedures.
- CONSULTANT will hold one (1) orientation conference call meeting with Town Staff. The purpose of the meeting is for CONSULTANT to unveil and provide a detailed explanation of the new subdivision procedures before Town Staff conducts a review of the text. The orientation meeting enables Town Staff to become familiar with the new text and the rationale behind the text to increase the efficiency of the review process.
- After the orientation meeting, two (2) staff feedback conference calls will be held to review Town Staff comments.
- Meetings: One (1) orientation meeting and up to two (2) conference calls will be held for Task 2.

### **Task 3: Develop Draft Subdivision Standards**

- CONSULTANT will draft new subdivision standards.
- CONSULTANT will hold one (1) orientation conference call meeting with Town Staff.
- After the orientation meeting, two (2) staff feedback conference calls will be held to review Town Staff comments.
- Meetings: One (1) orientation meeting and up to two (2) conference calls will be held for Task 3.

### **Task 4: Adoption Process and Meetings**

- CONSULTANT will finalize the subdivision ordinance. (See Division 7)
- CONSULTANT will hold one (1) joint workshop for Town Council and the Planning and Zoning Commission. (See Division 7)
- CONSULTANT will hold one (1) public hearing for the Planning and Zoning Commission to consider recommending the subdivision ordinance.
- CONSULTANT will hold one (1) public hearing for the Town Council to consider approval of the subdivision ordinance.
- Meetings: One (1) joint workshop and up to two (2) public hearings will be held for Task 4.

## **EXHIBIT A SCOPE OF SERVICES**

### **Division 7: Prepare a Final Subdivision Ordinance**

Based upon Town Staff comments, CONSULTANT will prepare any revisions for to the subdivision ordinance. A final document, as approved by the Town Staff, will be delivered to the Town. The Ordinance will also be delivered in an electronic format suitable for use by the Town.

### **Division 8: Joint Workshop for Town Council and the Planning and Zoning Commission**

CONSULTANT will present the new subdivision ordinance at one (1) Joint Workshop for the Planning and Zoning Commission and Town Council. Similar to the Town Staff orientation meetings, these workshops are designed to provide a foundation to help the Town Council and the Planning and Zoning Commission understand the new subdivision ordinance and its benefits. This workshop shall take approximately 90 to 120 minutes and will be an overview of the entire ordinance.

### **Division 9: Total Number of Meetings**

This scope includes ten (10) meetings, as outlined below.

- One (1) meeting of in-person interviews, meeting shall include up to eight (8) hours of interviews and will take place over one (1) day or two (2) consecutive days.
- One (1) Planning and Zoning Commission meeting to present the diagnostic report to the Planning and Zoning Commission.
- Five (5) meetings with Town Staff (and any other attendees as determined by Town Staff).
  - Two (2) orientation meetings (in-person) to unveil the new subdivision ordinance to Town Staff.
  - Three (3) staff-feedback meetings (conference calls) to provide Town Staff revisions to the new document.
- One (1) joint workshop meetings at Town Hall with the Town Council and the Planning and Zoning Commission to present the new subdivision ordinance.
- One (1) public hearing at Town Hall with the Planning and Zoning Commission.
- One (1) public hearing at Town Hall with the Town Council for final adoption.

### **Division 10: Deliverables**

CONSULTANT will provide the Town with all electronic files (e.g., Microsoft Word, Adobe PDF, and GIS files) needed to open, edit, and print the final document. CONSULTANT will not print any copies of the document (including review and final documents).

## **I. ATTACHMENTS (IF APPLICABLE).**

**EXHIBIT B  
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

Agreement by and between the Town of Prosper, Texas (Town)  
and Freese and Nichols, Inc. (Consultant)  
to provide Planning Services for the Development of a New Subdivision  
Ordinance

**I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.**

MONTH, DATE, YEAR	DOLLAR AMOUNT	SCHEDULE TASK COMPLETED
March 2014	--	Town Executes Agreement
April 2014	\$9,000	SEE SCHEDULE ITEM 2
May 2014	\$11,500	SEE SCHEDULE ITEMS 3-5
June 2014	\$9,000	SEE SCHEDULE ITEMS 6-7
July 2014	\$8,500	SEE SCHEDULE ITEMS 8-9
August 2014	\$8,000	SEE SCHEDULE ITEMS 10-12
September 2014	\$8,000	SEE SCHEDULE ITEMS 13
October 2014	\$8,000	SEE SCHEDULE ITEMS 14-15
November 2014	\$8,000	SEE SCHEDULE ITEMS 16-18
December 2014	\$5,000	SEE SCHEDULE ITEMS 19-20
January 2015	\$3,000	SEE SCHEDULE ITEMS 21-22
February 2015	\$1,633	SEE SCHEDULE ITEMS 23
<hr/>		
<b>TOTAL</b>	<b>\$ 79,633</b>	
<hr/>		
<b>CONSULTANT'S FEE</b>		
<b>(NOT-TO-EXCEED)</b>		

**II. PROJECT BUDGET SUMMARY.**

**A. Basic Services.**

1. Description of Basic Services.

a. New Subdivision Ordinance \$ 79,633.00

**Project Budget, Grand Total (Lump Sum)** **\$ 79,633.00**

**EXHIBIT C  
TOWN OF PROSPER  
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)**

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
  - a. Pre-Construction/As-Built Plans and/or Record Documents:
    - i. Layers from Final Plat Requirements as Applicable to Project Type.
    - ii. Water Utility Features.
    - iii. Sanitary Sewer Features.
    - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Prosper's Subdivision Ordinance.

**EXHIBIT D**  
**TOWN OF PROSPER GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to the Town for reimbursement, and the Consultant shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall the Town reimburse the Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of the Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by the Town. Toll road subscriptions or toll plaza receipts are not reimbursable. The Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – The Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by the Town's Project Manager in writing.

C. **Commercial Reproduction** – The Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to the Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. The Consultant shall provide such documentation to the Town for review prior to submitting these expenses for reimbursement. The Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – The Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. The Town shall provide the Consultant with a standard format for documenting these charges. Completion of the Town's

## EXHIBIT D

### TOWN OF PROSPER GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. The Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – The Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. The Consultant shall provide such documentation to the Town for review prior to submitting these expenses for reimbursement. The Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – The Consultant shall make arrangements with the Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. The Town shall provide the Consultant with a standard format for documenting these charges. Completion of the Town’s reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – The Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant’s employees. The Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the Town’s currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

**EXHIBIT D**  
**TOWN OF PROSPER GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

**III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

- A. **Requirement of Prior Approval** – The Consultant may be allowed to charge a General and/or Administrative Markup on work completed if the Consultant can clearly define to the Town specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, the Consultant must also document to the Town what costs would be considered direct costs. The Town shall issue approval in writing to allow the Consultant to charge General and/or Administrative Markup. The Town reserves the right to reject any and all requests for General and/or Administrative Markup.

**IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

- A. **Requirement of Prior Approval** – The Town shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the Town's Project Manager.
- B. **Adherence to Currently Adopted Town Travel Policy** – Reimbursements shall be governed by the same travel policies provided for the Town employees according to current adopted policy. Prior to the event, the Consultant shall request, and the Town's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

**EXHIBIT E**  
**TOWN OF PROSPER CONTRACTOR INSURANCE GUIDELINES**

**I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –**

- A. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
- A. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- B. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

**II. INSURANCE COMPANY QUALIFICATION –** All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

**III. CERTIFICATE OF INSURANCE –** A Certificate of Insurance evidencing the required insurance shall be submitted with the contractor’s bid or response to proposal. If the contract is renewed or extended by the Town a Certificate of Insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

**EXHIBIT E**  
**TOWN OF PROSPER CONTRACTOR INSURANCE GUIDELINES**

**IV. INSURANCE CHECKLIST** – X means that the following coverage is required for this Agreement.

<b>Coverage Required</b>	<b>Limits</b>
<u>  X  </u> 1. Worker's Compensation & Employer's Liability	<ul style="list-style-type: none"> <li>▪ Statutory Limits of the State of Texas</li> </ul>
<u>  X  </u> 2. General Liability	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence;</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>
<u>    </u> 3. XCU Coverage	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence;</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>
<u>  X  </u> 4. Professional Liability	<ul style="list-style-type: none"> <li>▪ Minimum \$ 1,000,000.00 each claim;</li> <li>▪ Minimum \$ 2,000,000.00 in the aggregate.</li> </ul>
<u>    </u> 5. Umbrella Coverage or Excess Liability Coverage	<ul style="list-style-type: none"> <li>▪ An amount of \$ 2,000,000.00.</li> </ul>
<u>  X  </u> 6. Town named as additional insured on General Liability Policy. This coverage is primary to all other coverage the Town may possess.	
<u>  X  </u> 7. General Liability Insurance provides for a Waiver of Subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.	
<u>  X  </u> 8. Thirty (30) days notice of cancellation, non-renewal, or material change required. The words endeavor to and but failure (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.	
<u>  X  </u> 9. Insurance company has a minimum rating of A by A.M. Best's Key Rating Guide, or other equivalent rating service(s).	
<u>  X  </u> 10. The Certificate of Insurance must state the project title and bid number.	
<u>    </u> 11. Other Insurance Requirements (State Below):	

**EXHIBIT F  
AFFIDAVIT**

**STATE OF TEXAS** )  
 )  
**THE COUNTY OF \_\_\_\_\_** )

I, Tricia H. Hatley, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

- \_\_\_\_\_ Ownership of 10% or more of the voting shares of the business entity.
- \_\_\_\_\_ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- \_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- \_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- \_\_\_\_\_ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- \_\_\_\_\_ Other: \_\_\_\_\_.
- X**   None of the Above.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature of Official / Title

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

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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





## FINANCE

**To:** Mayor and Town Council  
**From:** Kent R. Austin, Finance Director  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – April 8, 2014

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**Agenda Item:**

Consider and act upon a resolution declaring the expectation to reimburse expenditures for the design and construction of Town Hall with proceeds of future debt; authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

**Description of Agenda Item:**

The attached resolution allows the Town to pay for costs related to a new Town Hall from existing funds now and be reimbursed later when bonds are sold. The 2011 bond election included \$1,250,000 for Town Hall design and construction; bonds have not yet been issued for this project.

**Budget Impact:**

The reimbursement Resolution itself has no budget impact; repayment of the expenditures will be included in the debt service portion of the tax rate after the bonds are issued. Initial funding for the design work will come from the Capital Projects Fund.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., prepared the attached Resolution.

**Attached Documents:**

1. Resolution

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve the Resolution declaring the expectation to reimburse expenditures for the design and construction of Town Hall with proceeds of future debt; authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

**Recommended Motion:**

I move to approve the Resolution declaring the expectation to reimburse expenditures for the design and construction of Town Hall with proceeds of future debt; authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

**TOWN OF PROSPER, TEXAS**

**RESOLUTION NO. 14-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE EXPECTATION TO REIMBURSE EXPENDITURES FOR THE DESIGN AND CONSTRUCTION OF TOWN HALL WITH PROCEEDS OF FUTURE DEBT; AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Prosper, Texas (the "Town"), intends to issue debt in the amount of \$1,250,000.00 for capital expenditures in connection with the design and construction of Town Hall from the proceeds of such debt issued subsequent to paying such costs; and

**WHEREAS**, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Town must declare its expectation to make such reimbursement; and

**WHEREAS**, the Town desires to preserve its ability to reimburse the capital expenditures referenced herein with the proceeds of tax-exempt obligations.

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

**SECTION 1**

The Town reasonably expects to reimburse capital expenditures in the amount of \$1,250,000.00 with respect to the design and construction of Town Hall with the proceeds of debt hereafter to be incurred by the Town, and that this Resolution shall constitute a declaration of official intent under the Regulation.

**SECTION 2**

The Town's Financial Advisor is hereby authorized and directed to prepare, or cause to be prepared, any and all documents including, but not limited to, an Official Statement associated with the issuance, sale and delivery of the bonds, the proceeds of which will provide financing of the foregoing projects listed in Section 1 of this Resolution.

**SECTION 3**

This Resolution shall take effect from and after the date of its passage.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF APRIL, 2014.**

\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Robyn Battle, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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



## FINANCE

**To: Mayor and Town Council**

**From: January Cook, CPPO, CPPB, Purchasing Agent**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute an agreement between Brinkley Sargent Architects, and the Town of Prosper, Texas, related to the design of a new Town Hall/Multi-Purpose Building.

**Description of Agenda Item:**

The Town requested Statements of Qualifications (SOQ) from qualified firms, to provide professional Architectural and Engineering Design Services, relating to the conceptual design and planning of a new Town Hall/Multi-Purpose Building. The Town received eight responses by the due date and time (January 3, 2014, at 2:00 p.m.). Firms were required to submit information, in order to facilitate evaluation based on the following criteria:

1. firm's overall ability to meet the Town's objectives;
2. experience;
3. professional qualifications of individuals assigned to the project; and
4. references.

The evaluation committee was comprised of eight staff members representing Administration, Finance, Human Resources, and Development and Community Services. The evaluation committee scored each submittal in accordance with the evaluation criteria as stated above, to determine the total points for each firm.

Based on the initial scores, the evaluation committee further reviewed the three top-ranked firms. After additional discussions with references, researching change order histories, and conducting interviews, the committee re-ranked the three top-ranked firms. It is the recommendation of staff to award the contract to Brinkley Sargent Architects, the most highly qualified firm.

This is the first of two agreements that will be associated with this project. This agreement is for the selected firm to perform a needs assessment. After the completion of the needs assessment, the Town will then negotiate a separate agreement for the design services phase of the project, which will be presented to Council for consideration at that time.

**Budget Impact:**

The negotiated fee for the needs assessment is \$45,500, plus allowable reimbursable expenses, as outlined in Section 4.3 of the agreement.

The initial funding of the needs assessment for a new Town Hall/Multi-Purpose Building, is contingent upon Council's approval of the reimbursement resolution, that is also on the April 8, 2014, agenda.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Summary
2. Agreement

**Town Staff Recommendation:**

Town staff recommends the Town Council approve an agreement between Brinkley Sargent Architects, and the Town of Prosper, Texas, related to the design of a new Town Hall/Multi-Purpose Building; and authorize the Town Manager to execute same.

**Proposed Motion:**

I move to approve an agreement between Brinkley Sargent Architects, and the Town of Prosper, Texas, related to the design of a new Town Hall/Multi-Purpose Building; and authorize the Town Manager to execute same.



STATEMENT OF QUALIFICATIONS NO. 2014-24-B  
TOWN OF PROSPER TOWN HALL/MULTI-PURPOSE BUILDING

SOQ SUMMARY

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**Due Date/Time:** January 3, 2014 @ 2:00pm

**Statements of Qualifications Received:** 8

Brinkley Sargent Architects  
DSGN Associates, Inc.  
Hidell & Associates Architects  
LBL Architects, Inc.  
O'Brien & Associates  
Randall Scott Architects, Inc.  
Ron Hobbs Architects  
Wiginton Hooker Jeffry Architects

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All submissions received for the designated project are reflected in this summary. However, the listing of the submission on this summary shall not be construed as a comment on the responsiveness of such submission, or as any indication that the agency accepts such submission as being responsive. The agency will make a determination as to the responsiveness of the submission based upon compliance with all applicable laws, purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful firm upon award of the contract and, as according to the law, all responses received will be available for inspection at that time.

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Certified By: January M. Cook, CPPO, CPPB  
Purchasing Agent  
Town of Prosper

Date: January 6, 2014

**TOWN OF PROSPER  
CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES  
TOWN HALL/MULTI-PURPOSE BUILDING**

THIS CONTRACT made and entered into on the date last stated below between the Town of Prosper, Collin County, Texas hereinafter called "TOWN", acting by and the Town Manager, duly authorized to act on behalf of the TOWN and Brinkley Sargent Architects, hereinafter called "ARCHITECT", acting by and through Harold E. Sargent, duly authorized to so act on behalf of the ARCHITECT.

WHEREAS, the TOWN desires PROFESSIONAL services in connection with a TOWN HALL/MULTI-PURPOSE BUILDING NEEDS ASSESSMENT for the Town of Prosper, hereinafter called "the PROJECT"; and

WHEREAS, the TOWN has determined that the ARCHITECT has experience in the area involved in the Project and is qualified to perform the work and the ARCHITECT is willing to enter into a contract with the TOWN to perform the Architectural Programming/Site Planning/Conceptual Design & Budgeting services desired by the TOWN in connection with the PROJECT.

THE TOWN AND ARCHITECT AGREE AS FOLLOWS:

The TOWN hereby retains the ARCHITECT to perform services in connection with the PROJECT described above.

**1. SCOPE OF SERVICES**

The scope of services to be performed by the ARCHITECT shall be as follows:

**1.1 Approach to Project**

The general approach to the project will be to involve the designated stakeholders in the process. This includes dialogue during the needs assessment process, as well as recommendations coming out of the process. The process will be one of documenting existing, forecasting future needs, and giving direction on how best the TOWN can respond to those needs within budget and site constraints.

**1.2 Detailed Scope of Services**

1. Develop a Needs Assessment for the TOWN for 10 year, 20 year & build out timeframes.

The Needs Assessment includes a five-step process:

- Data Collection - Architect will develop a list of information required to start the process and the TOWN staff will be responsible for gathering this information. This information includes current and future population, staffing, organizational charts, and department and visitor parking requirements.
- Data Review - Architect will review data and develop an outline to be used in the meetings with designated stakeholders involved with this project. This will allow knowledgeable questions to be asked and educated responses given.
- On-Site Meetings - Architect will conduct on-site interviews (as many as necessary) with designated stakeholders.
- Develop Preliminary Report - Architect will develop a preliminary report for review by the TOWN. This report will identify staff, square footage requirement for each staff member and give a written description of all decisions made during stakeholder meetings. It will address adjacency requirements, storage needs, and common meeting room requirements as well as general departmental needs. The review will be conducted with the same staff that had input to the process thereby assuring consistent communication throughout the process.
- Modify Report - Architect will take the comments from meetings and modify the report as necessary to meet the goals of the TOWN.
- Presentation of Report and Renderings to Town Council at regularly scheduled Town Council meeting.

2. Designated Stakeholders to include the following:
  - A. Town Manager Office
  - B. Finance Department
  - C. Town Secretary
  - D. Information Technology Department
  - E. Engineering Services Department
  - F. Development and Community Services Office (Building inspections, code compliance & planning)
  - G. Parks and Recreation Services Department
  - H. Human Resources Department
  - J. Town Council and Mayor
  - K. Library
  - L. Historical Society
  - M. Senior 5.0 Club
  
3. Site Requirements:
 

Develop a site plan showing building and parking requirements conforming to a proposed lot north of U. S. Highway 380 on Main Street, between First Street and Broadway Street in the Town of Prosper.
  
4. Renderings:
 

Develop three (3) conceptual renderings portraying three (3) different possible design options for TOWN review & comment.
  
5. Develop Project Budget:
 

Utilize needs assessment & site information to develop a detailed project budget including all known aspects of the project. This includes construction cost, testing services, equipment and furnishings, infrastructure costs, and indirect costs.

## **2. TOWN'S RESPONSIBILITIES**

So as not to delay the services of ARCHITECT, the TOWN shall do the following in a timely manner:

### **2.1 Provide Existing Data**

1. Organizational chart for the TOWN.
2. Complete questionnaires (provided by ARCHITECT) for each Stakeholder.
3. Count of TOWN vehicles.
4. Population projections and demographic makeup of TOWN, as available.
5. Any goals statement of TOWN, as available.
6. Site information as available.

Existing data delivered to the ARCHITECT by the TOWN remains the property of the TOWN and must be returned to the TOWN after completion of the PROJECT.

### **2.2 Provide Access**

Arrange for reasonable access to, and make all reasonable provisions for, ARCHITECT or ARCHITECT'S Subconsultants to perform services under this AGREEMENT.

### **3. SCHEDULE**

#### **3.1 Schedule**

The ARCHITECT'S services shall be performed in a timely manner consistent with sound professional practices. **Schedule will commence upon receipt of item 2.1.2 (questionnaires from TOWN).** The ARCHITECT will complete the work according to the following schedule:

<u>PHASE</u>	<u>TIME ALLOCATED</u>
Departmental Needs Assessments and Site Requirements	4 Weeks
Development of Site Plan & Three Conceptual Rendering Options	4 Weeks
Project Budgeting	2 Weeks
Draft Report	<u>4 Weeks</u>
TOTAL	14 Weeks

Based upon timely response by the TOWN to required information, availability of meeting times and review time, the architect will complete the draft study in 14 weeks.

The Draft Report will be submitted to the Town Manager for final review and comment. The Final Report will be issued within 2 weeks of receipt of Draft Report review comments.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the TOWN and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the design critical path caused by review times by the TOWN exceeding those anticipated by the ARCHITECT'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ARCHITECT shall issue 2.1.2 Questionnaires within 10 days of receipt of the executed CONTRACT. The Needs Assessment Phase will proceed upon receipt of 2.1.2 Questionnaires.

#### **3.2 Completion of Services**

ARCHITECT'S services under each item of the finalized Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by TOWN.

#### **3.3 Changes**

If the TOWN requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ARCHITECT'S services, the various rates of compensation and schedule shall be adjusted equitably.

#### **3.4 Written Authorization for Additional Work**

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4. (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from the TOWN.

#### **3.5 Expanded Architectural Scope of Services**

The TOWN will have the right to expand the scope of work of the consultant from the Needs Assessment

to complete Architectural Services with TOWN approval. These services would be provided as a separate contract and would include design and construction administration services for completion of the designated project.

#### **4. PAYMENT FOR SERVICES**

##### **4.1 Terms**

Terms used in describing the applicable method of payment for services provided by the ARCHITECT shall have the meaning indicated below:

##### **4.2 Basis and Amount of Compensation for Services/Reimbursable Expenses**

Basic Fees for services shall be:

<u>Services</u>	<u>Fee</u>
Building Needs Assessment and Site Requirements	\$12,000
Site Planning	\$ 3,000
Three Conceptual Design Renderings (3 @ \$5,000 Each)	\$15,000
Project Budgeting	\$ 6,000
Development of Draft Report	\$ 6,000
Development of Final Report	\$ 1,000
Reimbursables Expenses	<u>\$ 2,500</u>
<b>Total</b>	<b>\$45,500</b>

##### **4.3 Basis of Compensation for Reimbursable Expenses**

Reimbursable costs include expenses such as printing, photographs, facsimile transmissions, copies, and travel related to project. These costs shall be reimbursed at 1.10 times direct expenses. This is based upon providing 8 copies each of draft & final report and one electronic file. Budget will not be modified without written approval of owner.

##### **4.4 Additional Services**

Additional services not covered under the Scope of Services, will be provided to the TOWN on Lump Sum basis plus reimbursable expenses as agreed in writing at the time such services are authorized.

##### **4.5 Partial Payments for Services**

Partial fee payments may be applied for at monthly intervals, based upon statements, which reflect the percentage of work completed for the various items listed under Scope of Services & Reimbursable Expenses. These statements shall be prepared by the ARCHITECT and must be approved by the TOWN. Monthly billing and partial payments as described in this subsection shall only be for actual work performed as of the date of said billing.

##### **4.6 Delay**

If ARCHITECT'S services are delayed or suspended in whole or in part by the TOWN for more than one year for reasons beyond ARCHITECT'S control, this contract shall terminate.

## **5. TERMINATION, SUSPENSIONS OR ABANDONMENT**

### **5.1 Termination**

The TOWN or the ARCHITECT may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the TOWN shall within thirty (30) calendar days of termination remunerate ARCHITECT for all authorized and actual services rendered under this contract, in accordance with the ARCHITECT'S prevailing fee schedule and expense reimbursement policy. Such services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of TOWN upon termination of the CONTRACT and shall be promptly delivered to the TOWN in a reasonably organized form. Should TOWN subsequently contract with a new Architect for continuation of services on the PROJECT, ARCHITECT shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

All payment obligations of the TOWN under this contract, including without limitation in the context of default or termination by either party, shall be subject to Chapter 2251 of the Texas Government Code (Payment for Goods and Services).

### **5.2 Suspension**

If the Project is suspended by the TOWN for more than 60 consecutive days, the ARCHITECT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ARCHITECT'S compensation may be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.

### **5.3 Abandonment**

This CONTRACT may be terminated by the TOWN upon not less than seven (7) days written notice to the ARCHITECT in the event that the Project is permanently abandoned. If the Project is abandoned by the TOWN for more than ninety (90) consecutive days, the ARCHITECT or the TOWN may terminate this CONTRACT by giving written notice.

### **5.4 Failure to Pay**

Failure of the TOWN to make payments to the ARCHITECT in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If the TOWN fails to make payment to ARCHITECT within thirty (30) days of a statement for services properly performed, the ARCHITECT may, upon fourteen (14) days written notice to the TOWN, suspend performance of services under this CONTRACT. Unless ARCHITECT receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ARCHITECT shall have no liability to the TOWN for delay or damage caused the TOWN because of such suspension of services.

## **6. GENERAL CONSIDERATIONS**

### **6.1 Professional Standards**

Services performed by the ARCHITECT under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ARCHITECT shall comply with the applicable laws and rules of the current "Texas Architectural Practice Act", the "Professional Land Surveying Practices Act" and the "Texas Board of Professional Land Surveying General Rules of Procedures and Practices". The TOWN's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services herein under or of the project itself shall in no way alter the ARCHITECT's obligations or the TOWN's rights thereunder.

## **6.2 Progress and Performance**

The provisions of this CONTRACT and the compensation to ARCHITECT have been agreed to in anticipation of continuous and orderly progress through the completion of the ARCHITECT'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ARCHITECT has no control. If the ARCHITECT'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ARCHITECT elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ARCHITECT, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

## **6.3 TOWN Control**

It is understood and agreed that the TOWN shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until the ARCHITECT is instructed to proceed with the work.

## **6.4 Independent Agent**

ARCHITECT and TOWN agree that ARCHITECT and any officer, employee or agent of ARCHITECT, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the TOWN.

## **6.5 Compliance with Laws**

ARCHITECT shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

## **6.6 No Additional Work Without Authorization**

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefor from the TOWN.

## **6.7 Assignment & Subcontracting**

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the TOWN.

## **6.8 Insurance**

ARCHITECT shall secure and maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ARCHITECT shall secure and maintain Commercial General Liability Insurance that will protect him from claims for bodily injury, death or property damage, which may arise from the performance of his services under this CONTRACT, written on an occurrence basis, in the amount of \$1,000,000.

All policies, except Worker's Compensation and Professional Liability, shall name the TOWN as additional insured. All policies shall contain a waiver of subrogation in favor of the TOWN and shall require the giving of written notice to TOWN at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt of United States Certified Mail. ARCHITECT shall furnish TOWN with copies of said policies or certificates evidencing such coverage.

## **6.9 Property**

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ARCHITECT pursuant to this contract shall become the

property of the TOWN. The ARCHITECT may retain copies of all documents. Any reuse of the documents shall conform to The Texas Architectural Practice Act.

**6.10 Governing Law**

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Collin County, Texas.

**6.11 Complaints and Grievances**

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, telephone (512) 305-9000, fax (512) 305-8900, internet web site: www.tbae.state.tx.us.

**7. DOCUMENT EXECUTION**

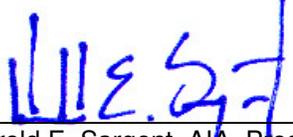
IN WITNESS WHEREOF, the parties have executed this CONTRACT the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**TOWN OF PROSPER, TEXAS**

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

Attest: \_\_\_\_\_

**BRINKLEY SARGENT ARCHITECTS, INC.**

By:  \_\_\_\_\_  
Harold E. Sargent, AIA, President



## PLANNING

**To: Mayor and Town Council**

**From: Chris Copple, AICP, Director of Development Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

---

**Agenda Item:**

Consider and act upon whether to direct staff to submit a written notice of appeal 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 any site plan or preliminary site plan.

**Description of Agenda Item:**

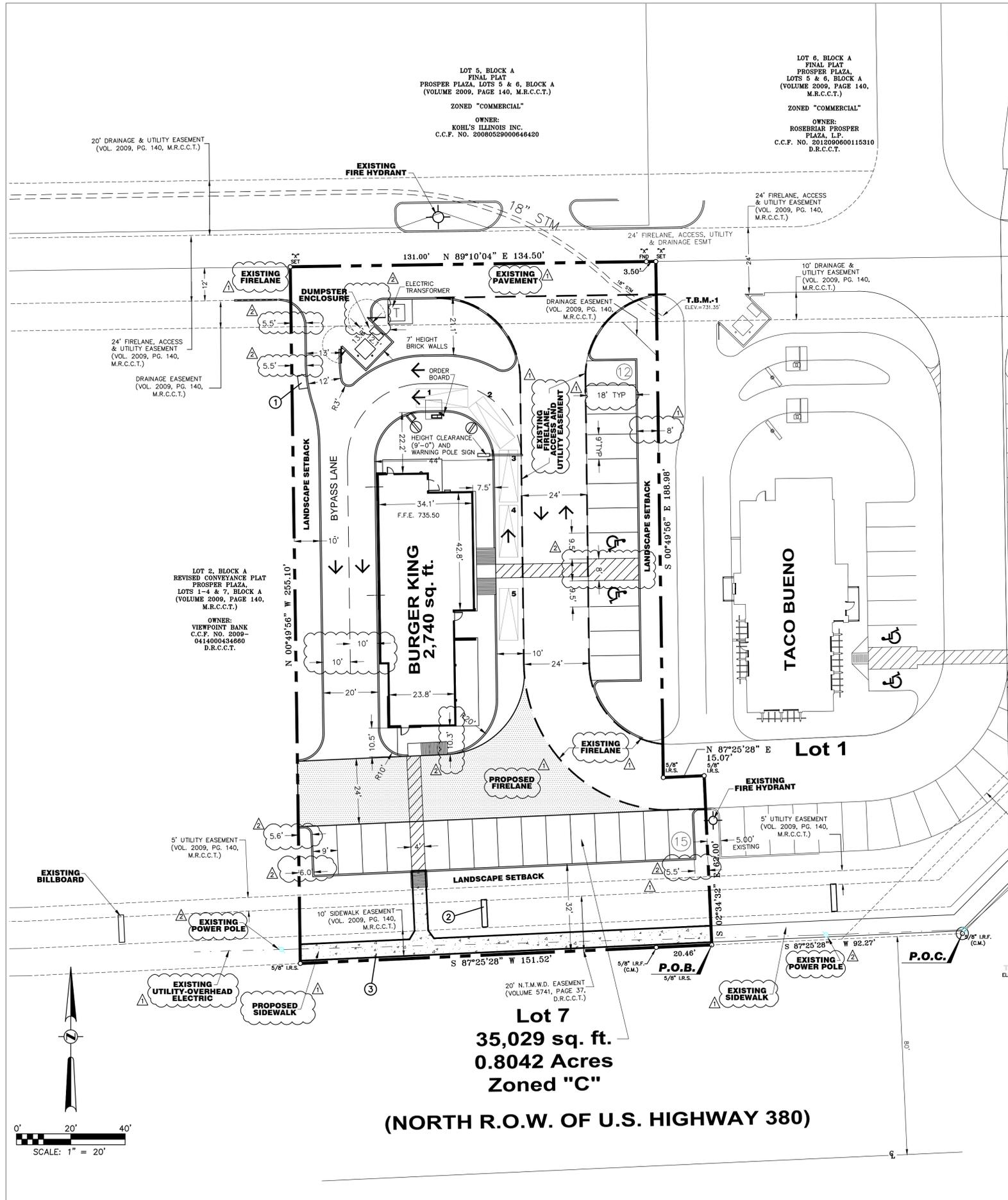
Attached are the site plans and/or preliminary site plans acted on by the Planning & Zoning Commission at their April 1, 2014 meeting. Per the Town's Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any site plan or preliminary site plan acted on by the Planning & Zoning Commission.

**Attached Documents:**

1. Site plan for Prosper Plaza, Block A, Lot 7 (Burger King)
2. Site plan for Grace Academy Temporary Buildings

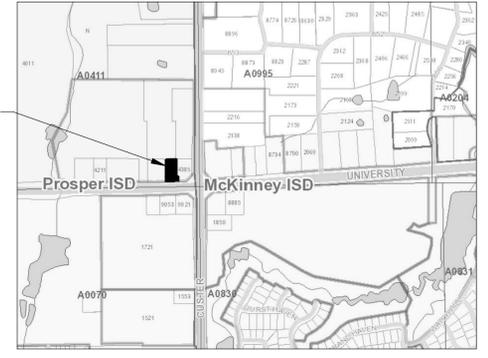
**Town Staff Recommendation:**

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



### PROPERTY INFO:

Property ID: 2647980 - Tax Year: 2014  
 General Information: 2647980  
 Property ID: Active  
 Property Status: R-9615-00A-0070-1  
 Geographic ID: 35,027 sq. ft.  
 Property Address: Us Hwy 380 W Prosper, TX 75078  
 Total Land Area: n/a  
 Abstract/Subdivision: Prosper Plaza  
 Primary State Code: C1 (Vacant Commercial Lots In City Under 5 Acres)  
 Legal Description: Prosper Plaza, Blk A, Lot 7, .8041 Acres; Revised



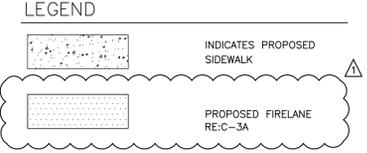
VICINITY MAP

- ### PROSPER GENERAL NOTES:
- TOWN OF PROSPER CONSTRUCTION / GENERAL NOTES DESCRIPTION
- IT IS NOT THE INTENT OF THESE CONSTRUCTION NOTES TO COVER ALL DETAILS AND/OR SPECIFICATION REQUIREMENTS OF THE TOWN OF PROSPER. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN'S STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND / OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND TOWN UTILITIES PRIOR TO CONSTRUCTION.
  - THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN (MAIN LINES, NO LATERAL OR SERVICES SHOWN) ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION OF THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND TOWN UTILITIES PRIOR TO CONSTRUCTION.
  - ANY CONTRACTOR / SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS. SAID EXISTING IMPROVEMENTS SHALL INCLUDE BUT NOT BE LIMITED TO BERMS, DITCHES, FENCES, AND PLANTS. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT HIS EXPENSE AND SHALL BE APPROVED BY THE TOWN OF PROSPER.
  - ALL CONSTRUCTION, TESTING, AND MATERIALS SHALL MEET OR EXCEED ALL REQUIREMENTS OF THE TOWN OF PROSPER. ALL SUBMITTALS MUST BE ORIGINALS WITH SIGNATURES WHERE APPLICABLE; FACSIMILES OR EMAILS SHALL BE FOLLOWED UP WITH ORIGINALS.
  - ALL TESTING SHALL BE DONE BY AN APPROVED LABORATORY AT THE EXPENSE OF THE CONTRACTOR. THE TOWN WILL ONLY ACCEPT SIGNED ORIGINAL COPIES OF ALL TESTING REPORTS FOR REVIEW.
  - THE DEVELOPER OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE LATEST REVISION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES HANDBOOK. ALL REFERENCE FOR USING TEXAS DEPARTMENT OF REV. MAY 15, 2008 PAGE 3 TRANSPORTATION (TXDOT) STANDARDS AND CONSTRUCTION DETAILS SHALL BE THE LATEST REVISIONS AND/OR AMENDMENTS THEREOF. THE TOWN OF PROSPER USES RAISED PAVEMENT MARKINGS (BUTTONS) FOR STRIPING AND THERMOPLASTIC MARKINGS IN LIEU OF PAINT. THE MINIMUM SIGN SIZE SHALL BE THE STANDARD SIZE, IN THE MANUAL. DETAILS ARE AVAILABLE UPON REQUEST FOR THE TYPE OF BUTTON PATTERNS AND POSTS AND CONNECTIONS REQUIRED FOR THE SIGNS.
  - THE CONTRACTOR SHALL MAKE EVERY EFFORT NOT TO IMPEDE TRAFFIC ON EXISTING STREETS, ALLEYS, OR FIRELANES OPEN TO THE PUBLIC. WHEN THE CONSTRUCTION WORK REQUIRES THE CLOSURE OF AN EXISTING STREET, ALLEY, OR FIRELANE, THE CONTRACTOR SHALL REQUEST THE ROAD CLOSURE THROUGH THE TOWN. IF THE CLOSURE ELIMINATES THE SECOND POINT OF ACCESS TO EXISTING BUILDINGS WITH A CERTIFICATE OF OCCUPANCY, THEN THE ACCESS MAY NOT BE CLOSED FOR MORE THAN FORTY-EIGHT (48) HOURS AND WILL REQUIRE FIRE CHIEF/FIRE MARSHAL APPROVAL IN EITHER CASE, UNLESS OTHERWISE SPECIFIED BY THE TOWN. ALL OTHER STREETS OR ALLEYS MAY NOT BE CLOSED FOR MORE THAN SEVENTY-TWO (72) HOURS.

- ### PROSPER SITE PLAN NOTES:
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
  - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
  - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE COMPREHENSIVE ZONING ORDINANCE AND SUBDIVISION REGULATION ORDINANCE.
  - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
  - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE COMPREHENSIVE ZONING ORDINANCE.
  - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
  - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
  - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
  - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
  - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
  - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
  - SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMP AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
  - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE TOWN ENGINEER.
  - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
  - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
  - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.

- ### ACCESSIBILITY NOTES:
- ALL ACCESSIBLE PARKING AREAS, ROUTES, RAMPS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS ACCESSIBILITY STANDARDS (TAS).
  - ALL SIDEWALK RAMPS AND/OR CURB RAMPS SHOWN SHALL HAVE A MAXIMUM VERTICAL RISE OF 6" WITH A MAXIMUM RUNNING SLOPE OF 1:12 (8.33%) AND BE CONSTRUCTED IN ACCORDANCE WITH TAS SECTIONS 4.7 AND 4.8.
  - ALL ACCESSIBLE ROUTES (EXCEPT FOR THE SIDEWALK AND CURB RAMPS) SHALL HAVE A MAXIMUM RUNNING SLOPE OF 1:20 (5%) AND A MAXIMUM CROSS SLOPE OF 1:50 (2%). ALL ACCESSIBLE PARKING SPACES AND ISLES SHALL HAVE A MAXIMUM SLOPE IN ANY DIRECTION OF 1:50 (2%). REFER TO ARCHITECTURAL PLANS FOR DETAILS OF MARKINGS, SIGNS, ETC.

- ### NOTES BY SYMBOL
- 5' CURB INLET
  - SIGN
  - 6" CONCRETE SIDEWALK 1' OFF FROM PROPERTY LINE

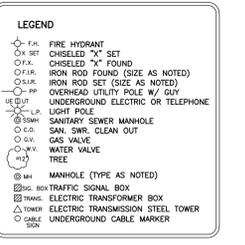


### SITE SUMMARY

LOT AREA	35,029 S.F. (0.84 AC.)
ZONING	COMMERCIAL
BUILDING AREA	2,740 SQUARE FEET
FLOOR AREA RATIO	7.82%
LOT COVERAGE	7.7%
BUILDING HEIGHT	21 FEET
INT. LANDSCAPE REQUIRED	420 S.F.
INT. LANDSCAPE PROVIDED	1,740 SQUARE FEET
OPEN SPACE REQUIRED	7%, 2,452 S.F.
OPEN SPACE PROVIDED	2,539.37 S.F.

### PARKING TABLE

PROPOSED USE	PARKING REQ'D	PARKING PROVIDED
RESTAURANT DRIVE THRU	27	27
STACKING SPACE REQUIREMENT	5	5
HANDICAPPED	(2)	(2)



**BENCHMARK**  
 BASED ON TEXAS NORTH CENTRAL ZONE 4202, NAVD 88. BENCHMARK IS THE CENTER OF INLET ALONG CURB ON USHW SERVICE ROAD AND 31' SOUTHWEST OF THE NORTHEAST PROPERTY CORNER.  
 ELEVATION = 719.56'

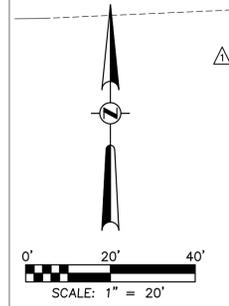


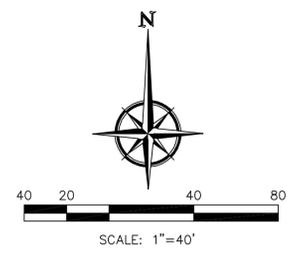
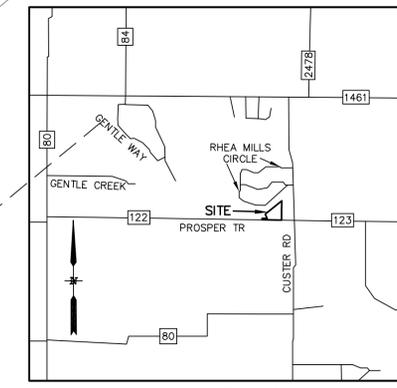
**BURGER KING**  
 HWY 380 & CUSTER ROAD  
 PROSPER, TX

SITE PLAN

**C-3**  
 JOB NO. SHEET

**JWK ENGINEERING, LLC**  
 Engineering | Construction | Development  
 1301 E. Doshier Ln. Suite 102-104 Mansfield, Texas 76063  
 Tel 817-508-0243 Fax 972-559-9933 jwkengineering@yahoo.com



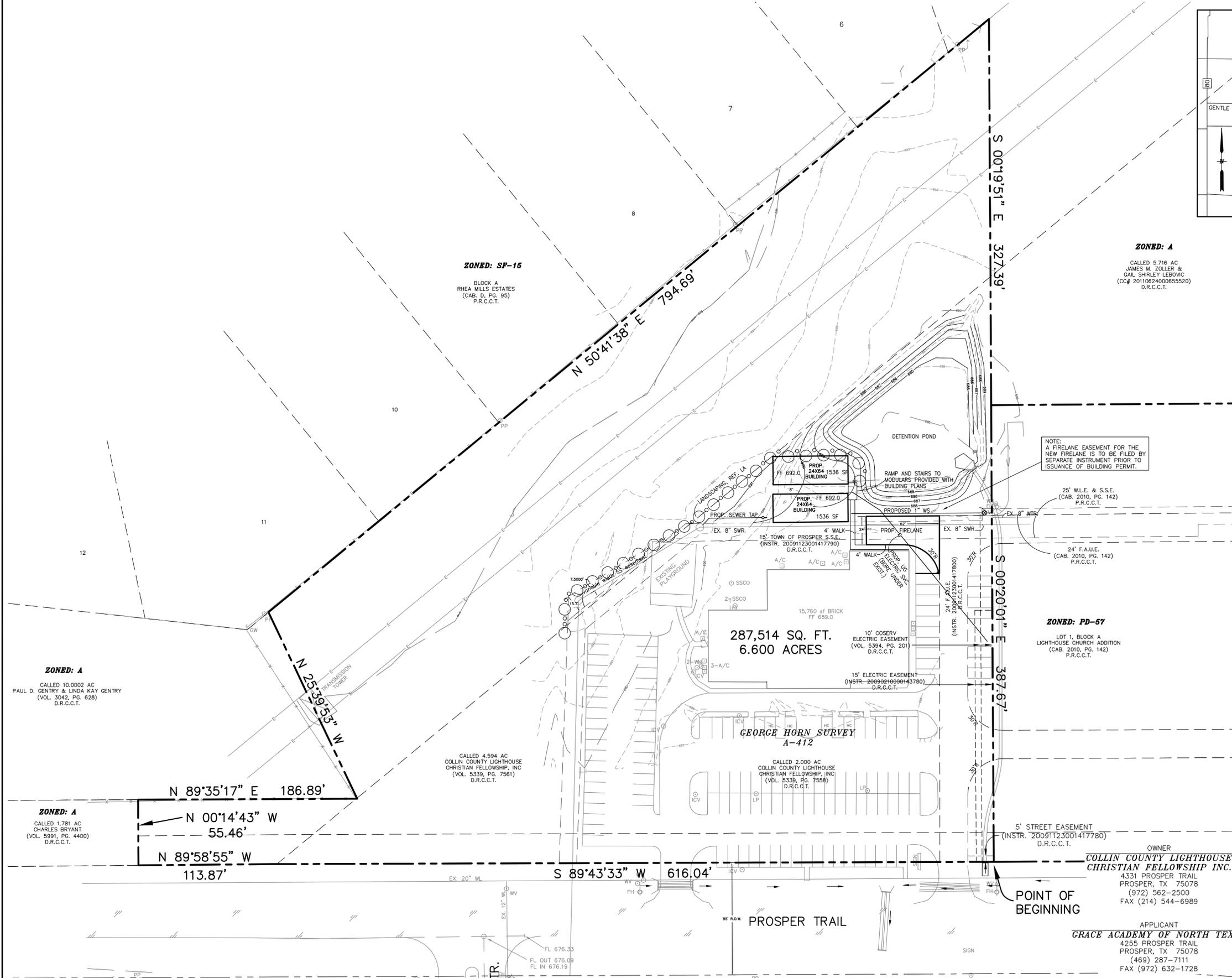


**ZONED: SF-15**  
BLOCK A  
RHEA MILLS ESTATES  
(CAB. D, PG. 95)  
P.R.C.C.T.

**ZONED: A**  
CALLED 5.716 AC  
JAMES M. ZOLLER &  
GAIL SHIRLEY LEBOVIC  
(CC# 20110624000655520)  
D.R.C.C.T.

SITE DATA	
EXISTING ZONING	PD 57
PROPOSED USE	TEMPORARY BUILDINGS
PARCEL SIZE (GROSS)	6.60 ACRES
PARCEL SIZE (NET)	287,514 S.F.
BUILDING SQUARE FEET	18448 (TOTAL)
BUILDING HEIGHT	28 FT. (TWO STORY)
FLOOR AREA RATIO (FAR)	
18888 SF/287,514=	.066:1
PROPOSED BUILDING HEIGHT	12.0' (1 STORY)
LOT COVERAGE	(6.6%)
IMPERVIOUS AREA	76,522 SF
OPEN SPACE PROVIDED	210,992 SF (73.4%)
OPEN SPACE REQUIRED	43,127 SF (15%)
INTERIOR LANDSCAPING REQUIRED	1890 sf
INTERIOR LANDSCAPING PROVIDED	2595 SF
PARKING REQUIRED	62 (TOTAL)
(ONE SPACE PER 300 SF BLDG.)	
HANDICAP PARKING REQUIRED	3
PARKING PROVIDED	
REGULAR	126
HANDICAP	4
TOTAL	131
REFER TO LANDSCAPE PLAN FOR PLANTINGS	

- SITE PLAN NOTES:**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- 1) Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
  - 2) Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
  - 3) Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
  - 4) Landscaping shall conform to landscape plans approved by the Town.
  - 5) All elevations shall comply with the standards contained within the Zoning Ordinance.
  - 6) Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
  - 7) Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
  - 8) Two points of access shall be maintained for the property at all times.
  - 9) Speed bumps/humps are not permitted within a fire lane.
  - 10) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
  - 11) All signage is subject to Building Official approval.
  - 12) All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
  - 13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
  - 14) Sidewalks of not less than six (6') feet in width along thoroughfares and collectors and five (5') in width along residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
  - 15) Approval of the site plan is not final until all engineering plans are approved by the Engineering Department.
  - 16) Site plan approval is required prior to grading release.
  - 17) All new electrical lines shall be installed and/or relocated underground.
  - 18) All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
- NO 100 YEAR FLOODPLAIN EXISTS ON THIS SITE.



OWNER  
**COLLIN COUNTY LIGHTHOUSE  
CHRISTIAN FELLOWSHIP INC.**  
4331 PROSPER TRAIL  
PROSPER, TX 75078  
(972) 562-2500  
FAX (214) 544-6989

APPLICANT  
**GRACE ACADEMY OF NORTH TEXAS**  
4255 PROSPER TRAIL  
PROSPER, TX 75078  
(469) 287-7111  
FAX (972) 632-1728

BENCHMARK:  
CITY OF MCKINNEY CONCRETE MONUMENT  
CM18 ELEV. 686.31

**ENGINEERINGCONCEPTS**  
& DESIGN, L.P.

ENGINEERING / PROJECT MANAGEMENT /  
CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR, STE 200, WYLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:

DRAWN: BILL	DATE: March 27, 2014
CHECKED: TW	DATE:
PROJECT NO.: 3212	
DWG FILE NAME:	

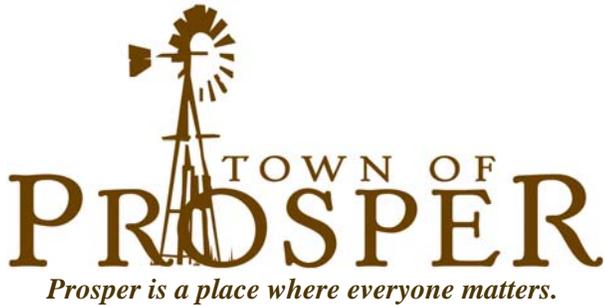
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND PRICING ONLY.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TODD D. WINTTERS, P.E. 87085



**SITE PLAN**  
**GRACE ACADEMY OF NORTH TEXAS**  
**TEMPORARY BUILDINGS**  
6.600 ACRES, 4255 E. PROSPER TRAIL  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

SHEET  
**C1**  
OF



## PLANNING

**To: Mayor and Town Council**

**From: Chris Copple, AICP, Director of Development Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

---

**Agenda Item:**

Consider and act upon an Ordinance rezoning 357.3± acres, located on the north side of US 380, 3,800± feet west of Dallas Parkway, from Planned Development-14 (PD-14) and Planned Development-43 (PD-43) to Planned Development-Single Family/Retail/Commercial (PD-SF/R/C). (Z13-0011).

**Description of Agenda Item:**

On March 25, 2014, the Town Council approved zoning case Z13-0011, by a vote of 7-0, subject to recommendations by the Planning and Zoning Commission, the revised Exhibit C submitted by the applicant, and the following amendments to Exhibit C that were read into the record by the Town Attorney:

- 4.4.1 (additional sentence) The Town shall have no maintenance responsibilities for any Amenity Center.
- 4.4.2 Any Amenity Center shall be completed with the initial phase of residential development.
- 4.5 Open Space Areas: The Town shall have no responsibilities for the maintenance of any open space areas.

Town staff has prepared an ordinance rezoning the property.

**Legal Obligations and Review:**

Zoning Ordinance 05-20 requires that the Town Council hold a public hearing before approving a zoning request and adopting an ordinance rezoning property. A public hearing has been held and the Town Council approved the zoning case. The attached ordinance is a standard format that was previously approved by the Town Attorney, Terrence Welch.

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town staff recommends the Town Council adopt an ordinance rezoning 357.3± acres, located on the north side of US 380, 3,800± feet west of Dallas Parkway, from Planned Development-14

(PD-14) and Planned Development-43 (PD-43) to Planned Development-Single Family/Retail/Commercial (PD-SF/R/C).

**Proposed Motion:**

I move to adopt an ordinance rezoning 357.3± acres, located on the north side of US 380, 3,800± feet west of Dallas Parkway, from Planned Development-14 (PD-14) and Planned Development-43 (PD-43) to Planned Development-Single Family/Retail/Commercial (PD-SF/R/C).

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 14-\_\_

**AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20, ORDINANCE NO. 04-52, AND ORDINANCE NO. 08-099; REZONING A TRACT OF LAND CONSISTING OF 357.32 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, E.B. HAWKINS SURVEY, ABSTRACT NO. 581, AND L. NETHERLY SURVEY, ABSTRACT NO. 962, IN THE TOWN OF PROSPER, COLLIN COUNTY AND DENTON COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-14 (PD-14) AND PLANNED DEVELOPMENT-43 (PD-43) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-SINGLE FAMILY/RETAIL/COMMERCIAL (PD-SF/R/C); 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 Zoning Ordinance No. 05-20 should be amended; and

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from Prosper Partners, LP ("Applicant") to rezone 357.32 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, E.B. Hawkins Survey, Abstract No. 581, and L. Netherly Survey, Abstract No. 962, in the Town of Prosper, Collin County and Denton County, Texas; 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:**

### **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**

Amendments to Zoning Ordinance No. 05-20, Ordinance No. 04-52, and Ordinance No. 08-099. Zoning Ordinance No. 05-20, Ordinance No. 04-52, and Ordinance No. 08-099 is amended as follows: The zoning designation of the property containing 357.32 acres of land,

more or less, situated in the Collin County School Land Survey, Abstract No. 147, E.B. Hawkins Survey, Abstract No. 581, and L. Netherly Survey, Abstract No. 962, in the Town of Prosper, Collin County and Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-Single Family/Retail/Commercial (PD-SF/R/C). The Property as a whole and for this zoning classification is more particularly described in Exhibit "A" 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 statement of intent and purpose, attached hereto as Exhibit "B"; 2) the planned development standards, attached hereto as Exhibit "C"; 3) the concept plan, attached hereto as Exhibit "D"; 4) and the development schedule, attached hereto as Exhibit "E", which are incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules, and regulations of Prosper, as they currently exist or may be amended.

Three (3) original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. Two (2) copies shall be filed with the Town Secretary and retained as original records and shall not be changed in any matter.
- 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.

Written notice of any amendment to this District shall be sent to all owners of properties within the District as well as all properties within two hundred feet (200') of the District to be amended.

### **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 No. 05-20, or 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 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 7**

Savings/Repealing Clause. Prosper's Zoning Ordinance No. 05-20 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 THIS 8<sup>TH</sup> DAY OF APRIL, 2014.**

\_\_\_\_\_  
**Ray Smith, Mayor**

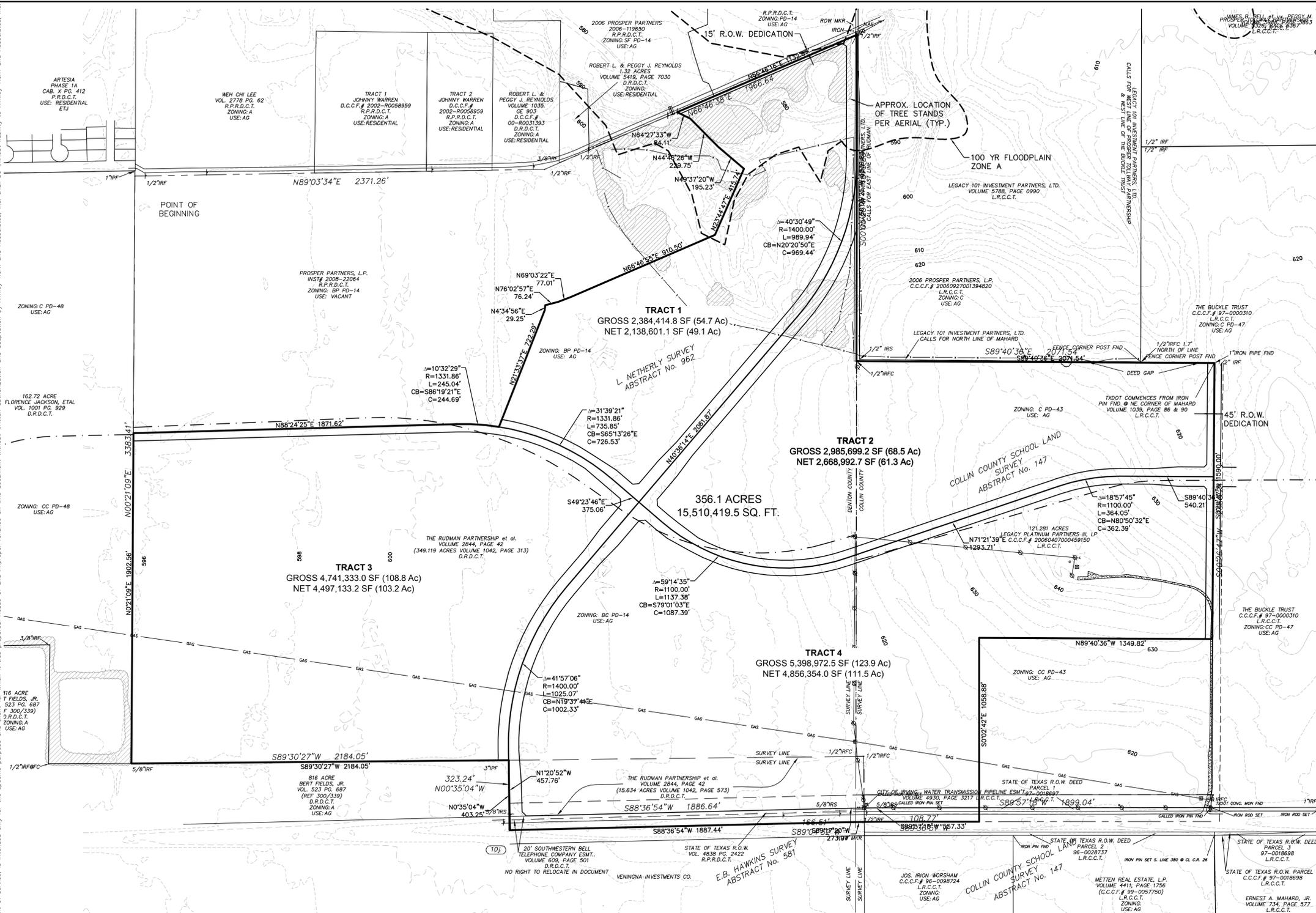
**ATTEST:**

\_\_\_\_\_  
**Robyn Battle, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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

Plotted By: Gramados, Alex. Date: February 13, 2014. 11:25:08am. File Path: \\K:\FR\Civil\69306706-2001 Prosper Center, Bob. Shelton Enterprises\Drawings\PlanSheets\Zoning Exhibits.dwg  
 This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



**LEGAL DESCRIPTION**  
356.070 ACRES

BEING a tract of land out of the Collin County School Land Survey, Abstract No. 147 in the Town of Prosper, Collin County, Texas, the E.B. Hawkins Survey, Abstract No. 581 and the L. Netherly Survey, Abstract No. 962, in the Town of Prosper, Denton County, Texas, and being a portion of a called 121.281 acre tract of land described in the deed to Prosper Partners, LP, recorded in Instrument No. 20080303000247320, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and a portion of a called 356.537 acre tract of land described in the deed to Prosper Partners, LP, recorded in County Clerk's File No. 2008-22064, Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a point at the intersection of the easterly line of said 121.281 acre tract and the centerline of U.S. Highway 380 (160' ROW);

THENCE North 89°57'18" West, along the existing centerline of said U.S. Highway 380, a distance of 1340.79 feet to the place of beginning;

THENCE along the existing centerline of said U.S. Highway 380, the following courses:  
 South 89°57'18" West, a distance of 557.33 feet to a point for corner;  
 South 89°17'20" West, a distance of 273.97 feet to a point for corner;  
 South 88°36'54" West, a distance of 1887.44 feet to a point for corner in the east line of a tract of land described as Ray Farm in the deed to Bert Fields, Jr., recorded in Volume 523, Page 687, Deed Records of Denton County, Texas, at the intersection of the existing centerline of U.S. Highway 380 with the southern-most westerly line of said 356.537 acre tract;

THENCE North 0°35'04" West, along the easterly line of said Field tract, passing the southern-most southwest corner of said 356.537 acre tract, and continuing on said course and along the southern-most westerly line of said 356.537 acre tract a total distance of 403.25 feet to a 3 inch iron pipe found for corner at the northeast corner of said Fields tract at a re-entrant corner in the southerly line of said 356.537 acre tract;

THENCE South 89°30'27" West, along the southerly line of said 356.537 acre tract and the northerly line of said Fields tract, a distance of 2184.05 feet to a 5/8 inch iron rod found for corner at the southwest corner of said 356.537 acre tract, common to the southeast corner of a called 162.72 acre tract of land described in the quitclaim deed from Julia Jackson Gray to Two-J Partners, LLLP, recorded in County Clerk's File No. 2008-50523 (R.P.R.D.C.T.);

THENCE North 0°21'19" East, along the easterly line of said 162.72 acre tract and the westerly line of said 356.537 acre tract, a distance of 1902.56 feet to a point for corner that bears South 0°01'09" East a distance of 1480.85 feet from the northwest corner of said 356.537 acre tract;

THENCE departing the easterly line of said 162.72 acre tract, over and across said 356.537 acre tract the following courses:  
 North 88°24'25" East, a distance of 1871.62 feet to a point for corner at the beginning of a tangent curve to the right having a central angle of 10°32'29", a radius of 1331.86 feet, and chord bearing and distance of South 86°19'21" East, 244.69 feet;  
 Along said curve to the right an arc length of 245.04 feet to a point for corner at the end of said curve;  
 North 21°33'37" East, a distance of 722.29 feet to a point for corner;  
 North 4°34'56" East, a distance of 29.25 feet to a point for corner;  
 North 76°02'57" East, a distance of 78.24 feet to a point for corner;  
 North 69°03'22" East, a distance of 77.01 feet to a point for corner;  
 North 66°46'55" East, a distance of 910.50 feet to a point for corner;  
 North 23°44'47" East, a distance of 415.74 feet to a point for corner;  
 North 49°37'20" East, a distance of 195.23 feet to a point for corner;  
 North 44°46'26" West, a distance of 229.75 feet to a point for corner;  
 North 64°27'33" West, a distance of 84.11 feet to a point for corner in the northerly line of said 356.537 acre tract, and in the southerly line of Fishtrap Road (no ROW information found);

THENCE North 66°46'16" East, along the south line of said Fishtrap Road, a distance of 1132.67 feet to a 1/2 inch iron rod found for corner at the northeast corner of said 356.537 acre tract, in the westerly line of a tract of land described as Parcel 1 in the deed to Blue Star Allen Land LP, recorded in Instrument No. 20110630000676920 (O.P.R.C.C.T.);

THENCE South 0°05'25" West, along the easterly line of said 356.537 acre tract and the westerly line of said Parcel 1, a distance of 1879.83 feet to a 1/2 inch iron rod found for corner at the northwest corner of said 121.281 acre tract at the southwest corner of said parcel 1;

THENCE South 89°40'36" East, along the northerly line of said 121.281 acre tract and the southerly line of said Parcel 1, a distance of 2071.54 feet to a 1 inch iron pipe found for corner at the northeast corner of said 121.281 acre tract at a re-entrant in the westerly line of a tract of land described in the deed to 110 Prosper Property LP, recorded in Instrument No. 20091218001516510 (O.P.R.C.C.T.);

THENCE South 0°26'47" West, along the easterly line of said 121.281 acre tract and the westerly line of said 110 Prosper Property tract, passing en route at a distance of 1415.41 feet the northwest corner of a tract of land described in the deed to MSW Prosper 380 LP, recorded in Instrument No. 20130114000054790 (O.P.R.C.C.T.), and continuing on said course a total distance of 1590.00 feet to a point for corner;

THENCE North 89°40'36" West, departing the easterly line of said 121.281 acre tract and crossing said 121.281 acre tract a distance of 1349.82 feet to a point for corner;

THENCE South 00°02'42" East, continuing across said 121.281 acre tract, passing en route at a distance of 978.88 feet the southerly line of said 121.281 acre tract, and continuing to the northerly right-of-way line of said U.S. Highway 380, and continuing on said course a total distance of 1058.88 feet to the POINT OF BEGINNING and containing 356.070 acres (15,510,419 square feet) of land, more or less.

Michael B. Marx  
 Registered Professional Land Surveyor No. 5181  
 Kimley-Horn and Associates, Inc.  
 5750 Genesis Court, Suite 200  
 Frisco, Texas 75034  
 Ph. 972-335-3580  
 michael.marx@kimley-horn.com

This document was prepared under 22 TAC §663.21, 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 its creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NO.	REVISIONS	DATE	BY

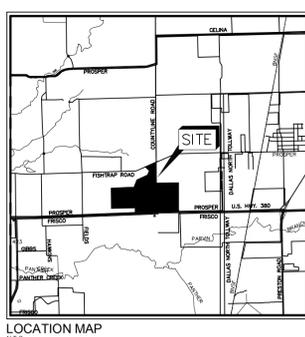
**Kimley-Horn and Associates, Inc.**  
 © 2012 KIMLEY-HORN AND ASSOCIATES, INC.  
 5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034  
 PHONE: 972-335-3580 FAX: 972-335-9779  
 WWW.KIMLEY-HORN.COM  
 TEXAS REGISTERED ENGINEERING FIRM #428

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
069306706.2.001	FEBRUARY 2014	AS SHOWN	PM	SEP	TLF

**CURRENT PROPERTY OWNER:**  
 Prosper Partners, LP  
 10950 Research Road  
 Frisco, TX 75033  
 P 214.387.3993  
 F 214.387.3913  
 E crichardson@txlandresources.com

**APPLICANT:**  
 Greater Land Resources  
 Contact: Clint Richardson  
 10950 Research Road  
 Frisco, TX 75033  
 P 214.387.3993  
 F 214.387.3913  
 E crichardson@txlandresources.com

**SURVEYOR:**  
 Michael Marx, R.P.L.S.  
 Kimley-Horn and Associates  
 5750 Genesis Court  
 Frisco, TX 75034  
 P 972.335.3580  
 F 972.335.3779



**LAND USE TABLE**

Tract	Use	Area (sq.ft.)	Acres	Net of ROW (sq.ft.)	Net Acres	Net Commercial Area (Acres)	Net Neighborhood Retail Area (Acres)	Net Single Family Area (Ac.)	Type A SF Units
Tract 1	SF, Floodplain	2,384,414.8	54.7	2,138,601.1	49.1	0.0	0.0	49.1	0
Tract 2	SF	2,985,699.2	68.5	2,668,992.7	61.3	0.0	0.0	61.3	up to 70
Tract 3	SF	4,741,333.0	108.8	4,497,133.2	103.2	0.0	0.0	100.8	up to 150
Tract 4	SF, C	5,398,972.5	123.9	4,856,354.0	111.5	35.6	0.0	75.9	up to 350
<b>Total</b>		<b>15,510,419.5</b>	<b>356.1</b>	<b>14,161,081.0</b>	<b>325.1</b>	<b>35.6</b>	<b>0.0</b>	<b>287.1</b>	<b>350*</b>

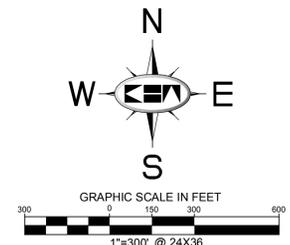
\* See note #4  
 SF = SINGLE FAMILY RESIDENTIAL  
 C = COMMERCIAL  
 NR = NEIGHBORHOOD RETAIL

**LINE TYPE LEGEND**

---	BOUNDARYLINE
---	EASEMENTLINE
---	BUILDINGLINE
---	WATERLINE
---	SANITARY SEWERLINE
---	STORM SEWERLINE
---	UNDERGROUND GASLINE
---	OVERHEAD UTILITYLINE
---	UNDERGROUND ELECTRICLINE
---	UNDERGROUND TELEPHONELINE
---	FENCE
---	CONCRETE PAVEMENT
---	ASPHALT PAVEMENT

**NOTE:**

- THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
  - LEGACY RIGHT OF WAY:
    - 120' (WIDENS TO 140' AT INTERSECTIONS WITH 4-LANE AND ABOVE THOROUGHFARES)
    - CENTERLINE RADI MINIMUM 1,400 FEET
  - 4-LANE DIVIDED STREET RIGHTS OF WAY
    - 90' WIDENS TO 110' AT INTERSECTIONS WITH THOROUGHFARES ABOVE 4 LANES.
    - CENTERLINE RADI MINIMUM 1,100 FEET.
- SEE EXHIBIT "C" - PLANNED DEVELOPMENT STANDARDS FOR ADDITIONAL RESTRICTIONS.
- MAXIMUM ACRES OF NR ZONING ALLOWED SHALL BE 15.0 ACRES LOCATED ON UP TO 2 CORNERS OF THE INTERSECTION OF LEGACY AND EAST-WEST THOROUGHFARE.
- PER EXHIBIT "C" PROSPER CENTER PLANNED DEVELOPMENT DISTRICT, A MAXIMUM OF 350 TYPE A UNITS SHALL BE ALLOWED LOCATED ONLY WITHIN TRACTS 2, 3, OR 4.
- A MAXIMUM OF 930 SINGLE FAMILY RESIDENTIAL LOTS SHALL BE ALLOWED PER EXHIBIT "C" PROSPER CENTER PLANNED DEVELOPMENT DISTRICT



**EXHIBIT "A"**  
**Prosper Center**  
 357.32 ACRES  
 COLLIN COUNTY SCHOOL LAND SURVEY  
 ABSTRACT NO. 581  
 & L. NETHERLY SURVEY  
 ABSTRACT NO. 962  
 TOWN OF PROSPER, TEXAS

**Prosper Center**  
 TOWN OF PROSPER  
 DENTON AND COLLIN COUNTY, TEXAS

SHEET NUMBER  
**01**  
 OF 02 SHEETS

**Z13-0011**

**EXHIBIT "B"**

**PROSPER CENTER  
PLANNED DEVELOPMENT DISTRICT**

**STATEMENT OF INTENT AND PURPOSE**

The Planned Development District provides the ability to encourage and accommodate the development of commercial business, retail, and single family residential uses within the Town of Prosper.

The Planned Development District includes commercial areas that will generally provide opportunities for corporate headquarters, retail, training centers, assembly/production facilities for technological and scientific industries, office, and commercial facilities complemented by single family detached residential, all in close association with major thoroughfares. The majority of the Planned Development District will accommodate primarily single family residential uses, as well as provide the opportunity for neighborhood retail service centers for the residents of the community. Facilities will include uses that relate to the geographic location and transportation facilities that are proposed for this area.

Site characteristics of Prosper Center, such as topography, thoroughfare locations, proposed uses and development opportunities will formulate a distinctive approach for the Town's future.

**Z13-0011**

**EXHIBIT "C"**

**PROSPER CENTER  
PLANNED DEVELOPMENT DISTRICT**

**PLANNED DEVELOPMENT STANDARDS**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and the Subdivision Ordinance (Ordinance No. 03-05 as it currently exists or may be amended) shall apply.

**1. Single Family Residential**

- 1.1 General Description: Single Family Residential uses shall be permitted in all locations as shown on Exhibit "D" that are not identified as Commercial. Retail uses may be permitted, but not required, to develop in accordance with Section 2 within the areas identified on Exhibit "D".
- 1.2 Permitted Uses: Land uses allowed within the Single Family Residential Tracts are as follows: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance.

- Accessory Building
- Antenna and/or Antenna Support Structure, Non-Commercial **C**
- Athletic Stadium or Field, Private **C**
- Athletic Stadium or Field, Public
- Bed and Breakfast Inn **S**
- Day Care Center, Adult **S**
- Day Care Center, Child **C**
- Day Care Center, In-Home **C**
- Farm, Ranch, Stable, Garden, or Orchard
- Garage Apartment
- Golf Course and/or Country Club
- Guest House
- Home Occupation **C**
- Homebuilder Marketing Center **C**
- House of Worship
- Household Care Facility
- Model Home
- Municipal Uses Operated by the Town of Prosper
- Park or Playground
- Private Recreation Center
- Private Street Development **C**
- Private Utility, Other Than Listed
- School, Private or Parochial **S**
- School, Public
- Single Family Dwelling, Detached - as described herein
- Stealth Antenna, Commercial **C**
- Temporary Building **C**
- Utility Distribution/Transmission Facility **S**

1.3 Density: The maximum number of single family detached units shall be nine hundred thirty (930).

1.4 Lot Types: The single family detached lots shall be in accordance with the following Lot Types:

- Type A Lots: Minimum 6,600 square foot lots
- Type B Lots: Minimum 7,800 square foot lots
- Type C Lots: Minimum 8,400 square foot lots

1.5 Single Family Detached Residential Area and Building Regulations:

1.5.1 Type A: A maximum of three hundred fifty (350) total units of this type shall be allowed and shall only be located within Tracts 2, 3, or 4. The max amount allowed within Tract 2 shall be seventy (70) units. The max amount allowed within Tract 3 shall be one hundred (150) units. The remainder, up to the three hundred fifty (350) maximum total, shall be allowed in Tract 4.

1.5.1.1 Size of Yards:

1.5.1.1.1 Minimum Front Yard: Twenty-five (25) feet. Setbacks shall be staggered per Zoning Ordinance.

1.5.1.1.2 Minimum Side Yard: Seven and one half (7.5) feet; fifteen (15) feet on corner adjacent to street.

1.5.1.1.3 Minimum Rear Yard: Twenty (20) feet

1.5.1.2 Size of Lots:

1.5.1.2.1 Minimum Lot Area: Six thousand six hundred (6,600) square feet.

1.5.1.2.2 Minimum Lot Width: Fifty-five (55) feet; except for lots at the terminus of a cul-de-sac, on a corner, or along a curve may have a width of fifty (50) feet at the front building line; provided all other requirements of this section are fulfilled.

1.5.1.2.3 Minimum Lot Depth: One hundred twenty (120) feet; except for lots at the terminus of a cul-de-sac, on a corner, backing to a turn lane, or along a curve may have a depth of one hundred ten (110) feet, measured at the midpoints of the front and rear lot lines provided all other requirements of this section are fulfilled.

1.5.1.3 Minimum Dwelling Area: Two thousand two hundred (2,200) square feet.

1.5.1.4 Maximum Building Height: Two and a half (2 ½) stories, no greater than forty (40) feet.

1.5.1.5 Lot Coverage: Fifty Five (55) percent.

1.5.2 Type B: Except for those lots developed per 1.5.1 and 1.5.3, the remainder of the units within the development shall be of this type.

1.5.2.1 Size of Yards:

1.5.2.1.1 Minimum Front Yard: Twenty-five (25) feet. Setbacks shall be staggered per Zoning Ordinance.

1.5.2.1.2 Minimum Side Yard: Seven and one half (7.5) feet; fifteen (15) feet on corner adjacent to street.

1.5.2.1.3 Minimum Rear Yard: Twenty (20) feet.

1.5.2.2 Size of Lots:

1.5.2.2.1 Minimum Lot Area: Seven thousand eight hundred (7,800) square feet.

- 1.5.2.2.2 Minimum Lot Width: Sixty-five (65) feet; except for lots at the terminus of a cul-de-sac, on a corner, or along a curve may have a width of sixty (60) feet at the front building line; provided all other requirements of this section are fulfilled.
  - 1.5.2.2.3 Minimum Lot Depth: One hundred twenty (120) feet; except for lots at the terminus of a cul-de-sac, on a corner, backing to a turn lane, or along a curve may have a depth of one hundred ten (110) feet, measured at the midpoints of the front and rear lot lines provided all other requirements of this section are fulfilled.
- 1.5.2.3 Minimum Dwelling Area: Two thousand five hundred (2,500) square feet.
- 1.5.2.4 Maximum Building Height: Two and a half (2 ½) stories, no greater than forty (40) feet.
- 1.5.2.5 Lot Coverage: Fifty Five (55) percent
- 1.5.3 Type C: All lots located along the northern and eastern boundaries of Tract 2 shall be Type C lots.
- 1.5.3.1 Size of Yards:
    - 1.5.3.1.1 Minimum Front Yard: Twenty-five (25) feet. Setbacks shall be staggered per Zoning Ordinance.
    - 1.5.3.1.2 Minimum Side Yard: Seven and one half (7.5) feet; fifteen (15) feet on corner adjacent to street.
    - 1.5.3.1.3 Minimum Rear Yard: Twenty (20) feet.
  - 1.5.3.2 Size of Lots:
    - 1.5.3.2.1 Minimum Lot Area: Eight thousand four hundred (8,400) square feet.
    - 1.5.3.2.2 Minimum Lot Width: Seventy (70) feet; except for lots at the terminus of a cul-de-sac, on a corner, or along a curve may have a width of sixty-five (65) feet at the front building line; provided all other requirements of this section are fulfilled.
    - 1.5.3.2.3 Minimum Lot Depth: One hundred twenty (120) feet; except for lots at the terminus of a cul-de-sac, on a corner, backing to a turn lane, or along a curve may have a depth of one hundred ten (110) feet, measured at the midpoints of the front and rear lot lines provided all other requirements of this section are fulfilled.
  - 1.5.3.3 Minimum Dwelling Area: Two thousand five hundred (2,500) square feet.
  - 1.5.3.4 Maximum Building Height: Two and a half (2 ½) stories, no greater than forty (40) feet.
  - 1.5.3.5 Lot Coverage: Fifty Five (55) percent
- 1.6 Additional Standards: Residential development shall employ the following additional measures to promote a quality residential community.
- 1.6.1 Fencing: All fencing shall comply with the Town's fencing standards as they exist or may be amended. In addition, the following regulations shall apply:
    - 1.6.1.1 Fencing shall not exceed (8) feet in height above grade.
    - 1.6.1.2 All fencing located adjacent to open space, parks, or floodplain shall consist of ornamental metal.

1.6.1.3 All wood fencing facing a public street shall consist of cedar, board on board with a top rail, and supported by steel posts. A common wood fence stain color shall be established for the community by the developer.

1.6.1.4 Fences shall be located at least ten (10) feet behind the front elevation of the main building.

1.6.2 Exterior Lighting: All homes shall provide an exterior lighting package to illuminate front entrances and garages.

1.6.3 Garages:

1.6.3.1 Homes shall have a minimum of two (2) car garages, but not more than three (3). No carports shall be permitted.

1.6.3.2 A house with three (3) car garage/enclosed parking spaces shall not have more than two (2) garage doors facing the street. (Note that one double (approximately 20') door counts as two garage doors).

1.6.3.3 All garage doors shall have stamped reveals / texture or have a cedar cladding.

1.6.3.4 A minimum of 25% of the Type B and Type C units shall have swing-in driveways and/or side facing garages.

1.6.4 Driveways and Sidewalks: All portions of driveways and sidewalks outside of the public ROW shall incorporate an enhanced paving treatment consisting of stained concrete, exposed aggregate concrete, salt finished concrete, and/or brick borders.

2. **Retail** – A maximum of two (2) corner locations at the intersection of Legacy Drive and Prairie Drive, with a maximum total acreage of fifteen (15) acres, shall be permitted.

2.1 General Description: Retail may be developed in the general areas as illustrated on Exhibit "D". These areas are primarily intended to accommodate retail, commercial and service centers that supply the surrounding residential areas with convenience goods and services which are normal daily necessities and routine purchases. Portions of or all of the Retail areas as illustrated on the Exhibit "D" may be developed as single family residential as outlined in Section 1.

2.2 Permitted Uses: Land uses allowed within the Retail Tracts are as follows: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance.

- Accessory Building
- Administrative, Medical, or Professional Office
- Alcohol Sales **C**
- Antenna and/or Antenna Support Structure, Non-Commercial **C**
- Antique Shop and Used Furniture
- Artisan's Workshop
- Assisted Care or Living Facility **S**
- Athletic Stadium or Field, Private **S**
- Athletic Stadium or Field, Public
- Auto Parts Sales, Inside
- Automobile Paid Parking Lot/Garage
- Automobile Parking Lot/Garage
- Automobile Repair, Minor
- Bank, Savings and Loan, or Credit Union
- Beauty Salon/Barber Shop
- Bed and Breakfast Inn
- Building Material and Hardware Sales, Major **S**

- Building Material and Hardware Sales, Minor
- Business Service
- Car Wash
- Caretaker's/Guard's Residence
- Civic/Convention Center
- College, University, Trade, or Private Boarding School
- Commercial Amusement, Indoor
- Community Center
- Convenience Store without Gas Pumps
- Day Care Center, Adult **S**
- Day Care Center, Child **C**
- Dry Cleaning, Minor
- Equipment and Machinery Sales and Rental, Minor
- Farm, Ranch, Stable, Garden, or Orchard
- Farmer's Market
- Feed Store
- Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
- Furniture, Home Furnishings and Appliance Store
- Golf Course and/or Country Club
- Governmental Office
- Gunsmith
- Gymnastics/Dance Studio
- Health/Fitness Center
- Homebuilder Marketing Center
- Hospital
- House of Worship
- Household Appliance Service and Repair
- Insurance Office
- Laundromat
- Locksmith/Security System Company
- Massage Therapy, Licensed
- Mobile Food Vendor **C**
- Municipal Uses Operated by the Town of Prosper
- Museum/Art Gallery
- Nursery, Minor
- Park or Playground
- Pet Day Care **C**
- Print Shop, Minor
- Private Recreation Center
- Private Utility, Other Than Listed
- Rehabilitation Care Institution **S**
- Restaurant or Cafeteria
- Restaurant, Drive In
- Retail Stores and Shops
- Retail/Service Incidental Use
- School District Bus Yard **C**
- School, Private or Parochial
- School, Public
- Small Engine Repair Shop
- Stealth Antenna, Commercial **C**
- Telephone Exchange
- Temporary Building **C**

- Theater, Neighborhood
- Trailer Rental **S**
- Utility Distribution/Transmission Facility **S**
- Veterinarian Clinic and/or Kennel, Indoor

2.3 Retail Regulations: The area shall be developed in accordance with the “R – Retail” district regulations of the Town of Prosper Zoning Ordinance (as presently existing or as they may be amended).

3. **Commercial** – The Commercial tract comprises approximately thirty-six (36) acres generally located along US 380 east of Legacy Drive as depicted on Exhibit “D”.

3.1 General Description: The Commercial Tract, generally located on the subject property as shown on the attached Exhibit “D”, is intended to provide development opportunities for uses associated with the “C – Commercial” district to create a vibrant commercial center.

3.2 Permitted Uses: Land uses allowed within the Commercial Tracts are as follows: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town’s Zoning Ordinance.

- Accessory Building
- Administrative, Medical, or Professional Office
- Antenna and/or Antenna Support Structure, Non-Commercial **C**
- Antique Shop and Used Furniture
- Artisan’s Workshop
- Assisted Care or Living Facility **S**
- Athletic Stadium or Field, Private **S**
- Athletic Stadium or Field, Public
- Auto Parts Sales, Inside
- Automobile Paid Parking Lot/Garage
- Automobile Parking Lot/Garage
- Automobile Repair, Minor
- Automobile Sales, Used **S**
- Automobile Sales/Leasing, New **S**
- Bank, Savings and Loan, or Credit Union
- Beauty Salon/Barber Shop
- Bed and Breakfast Inn
- Beer & Wine Package Sales **C**
- Bottling Works
- Building Material and Hardware Sales, Major
- Building Material and Hardware Sales, Minor
- Bus Terminal **C**
- Business Service
- Cabinet/Upholstery Shop
- Car Wash
- Car Wash, Self-Serve **S**
- Caretaker’s/Guard’s Residence
- Civic/Convention Center
- College, University, Trade, or Private Boarding School
- Commercial Amusement, Indoor
- Commercial Amusement, Outdoor **S**

- Community Center
- Convenience Store with Gas Pumps **C**
- Convenience Store without Gas Pumps
- Dance Hall **S**
- Day Care Center, Adult **S**
- Day Care Center, Child **C**
- Day Care Center, Incidental **S**
- Dry Cleaning, Minor
- Equipment and Machinery Sales and Rental, Minor
- Fairgrounds/Exhibition Area **S**
- Farm, Ranch, Stable, Garden, or Orchard
- Farmer's Market
- Feed Store
- Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
- Furniture Restoration
- Furniture, Home Furnishings and Appliance Store
- Gas Pumps **C**
- General Manufacturing/Industrial Use Complying with Performance Standards
- Golf Course and/or Country Club
- Governmental Office
- Gunsmith
- Gymnastics/Dance Studio
- Health/Fitness Center
- Helistop **S**
- Homebuilder Marketing Center
- Hospital
- Hotel **C**
- House of Worship
- Household Appliance Service and Repair
- Indoor Gun Range **S**
- Insurance Office
- Laundromat
- Limited Assembly and Manufacturing Use Complying with Performance Standards
- Locksmith/Security System Company
- Machine Shop
- Massage Therapy, Licensed
- Mini-Warehouse/Public Storage **S**
- Mobile Food Vendor **C**
- Mortuary/Funeral Parlor
- Motorcycle Sales/Service **S**
- Municipal Uses Operated by the Town of Prosper
- Museum/Art Gallery
- Nursery, Major
- Nursery, Minor
- Office and Storage Area for Public/Private Utility
- Office/Showroom
- Office/Warehouse/Distribution Center
- Open Storage – subject to Town's open storage and screening standards
- Park or Playground
- Pet Day Care **C**
- Print Shop, Minor
- Private Club **C**

- Private Recreation Center
- Private Utility, Other Than Listed
- Rehabilitation Care Institution **S**
- Research and Development Center **C**
- Residence Hotel **C**
- Restaurant or Cafeteria
- Restaurant, Drive In
- Retail Stores and Shops
- Retail/Service Incidental Use
- School District Bus Yard **C**
- School, Private or Parochial
- School, Public
- Small Engine Repair Shop
- Stealth Antenna, Commercial **C**
- Storage or Wholesale Warehouse **S**
- Taxidermist
- Telephone Exchange
- Temporary Building **C**
- Theater, Neighborhood
- Theater, Regional
- Transit Center
- Utility Distribution/Transmission Facility **S**
- Veterinarian Clinic and/or Kennel, Indoor
- Veterinarian Clinic and/or Kennel, Outdoor
- Winery

3.3 Commercial Regulations: The area shall be developed in accordance with the “C – Commercial” district regulations of the Town of Prosper Zoning Ordinance (as presently existing or as they may be amended) except for as noted below:

3.3.1 Size of Yards:

3.3.1.1 Minimum Front Yard: Thirty (30) feet for one (1) or two (2) story buildings, fifty (50) feet for buildings taller than two (2) stories.

3.3.1.2 Minimum Side Yard:

3.3.1.2.1 Fifteen (15) feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.

3.3.1.2.2 Fifty (50) feet for a one (1) or two (2) story building adjacent to a residential district.

3.3.1.2.3 Thirty (30) feet adjacent to a street.

3.3.1.3 Minimum Rear Yard:

3.3.1.3.1 Fifteen (15) feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.

3.3.1.3.2 Fifty (50) feet for a one (1) or two (2) story building adjacent to a residential district.

3.3.2 Maximum Height: For hotel, hospital, office, or other similar uses as approved by the Prosper Town Council, the maximum building height shall be eight (8) stories, not greater than one hundred (100) feet. All other uses shall have a maximum height of two (2) stories, not greater than forty (40) feet. Where buildings or structures exceed forty (40) feet in height, such structures shall not be located closer to any residential district boundary line than a distance equal to the sum of the required side or rear yard setback specified plus the height of the building above forty (40) feet.

3.3.3 Lot Coverage: Sixty (60) percent.

3.3.4 Floor Area Ratio: Maximum 1.5:1.

#### 4. Parkland and Amenities

- 4.1 General Description: The proposed residential community shall provide parks and open spaces throughout to promote use and enjoyment of open areas by the residents within the community and the surrounding area. The proposed residential portion of the property shall convey parkland as shown on Exhibit D and/or provide payment of money in lieu of land as described below which shall satisfy the Parkland Dedication requirement to the Town of Prosper for the proposed residential development described in this PD.
- 4.2 Community Park: Located at the southwest corner of the intersection of future Legacy Drive and Fishtrap Road as shown on Exhibit D.
- 4.2.1 The Community Park shall be a minimum of twenty-six (26) contiguous acres with a minimum of fifteen (15) acres outside of the 100 year floodplain.
- 4.2.2 Included within the Community Park is an existing creek and related floodplain. This area is intended to be preserved in a natural condition. Twenty percent (20%) of the parkland conveyance total for the Community Park may consist of floodplain land.
- 4.2.3 The Community Park is anticipated to provide area for active uses. Specific facilities in this area will be determined by Town staff, but may include some combination of the following:
- Hike and bike trails connecting neighborhoods, schools, and parks as shown on the Town's Parks and Trails Master Plan
  - Sport Courts
  - Lighted softball / baseball field(s)- shall comply with Town's lighting standards
  - Lighted open sports fields- shall comply with Town's lighting standards
  - Covered pavilion or shade structure
  - Children's playground areas
  - Parking
- 4.3 Money in Lieu of Land: Payment of money in lieu of land shall be made to satisfy the remaining Parkland Dedication requirement for the development not met by the Community Park conveyance.
- 4.3.1 The average per-acre value of the property (\$36,021 / acre) was calculated based on the 2013 appraisal values from the Denton County Appraisal District and the Collin County Appraisal District for the residential portion of the property within the PD.
- 4.3.2 The payment of the anticipated balance of \$279,883 (7.77 acres of park land dedication X \$36,021/acre) shall be required within eighteen (18) months of the adoption of this PD. If the payment is not received within eighteen (18) months, then the average per-acre value will be based on the criteria set forth in the Town's ordinances as they exist or may be amended.

- 4.4 Amenity Center: A minimum of one (1) Amenity Center shall be provided within the proposed residential community.
- 4.4.1 The Amenity Center(s) shall provide area for family oriented activities. The Town shall have no maintenance responsibilities for any Amenity Center. The intended program for the area shall include a minimum of three elements from the following:
- Community building with interior and exterior spaces programmed for resident and HOA uses- potentially to include a kitchen, meeting room(s), restrooms, and/or fitness room
  - Swimming pool
  - Children's playground facility
  - Open play area
  - Convenience parking
  - Connection to the hike and bike trails within the neighborhood
- 4.4.2 Any Amenity Center shall be completed with the initial phase of residential development.
- 4.5 Open Space Areas: The Town shall have no responsibilities for the maintenance of any open space areas.

**EXHIBIT "E"**

**PROSPER CENTER  
PLANNED DEVELOPMENT DISTRICT**

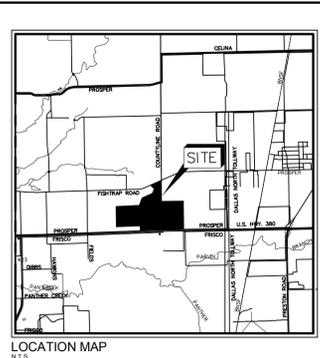
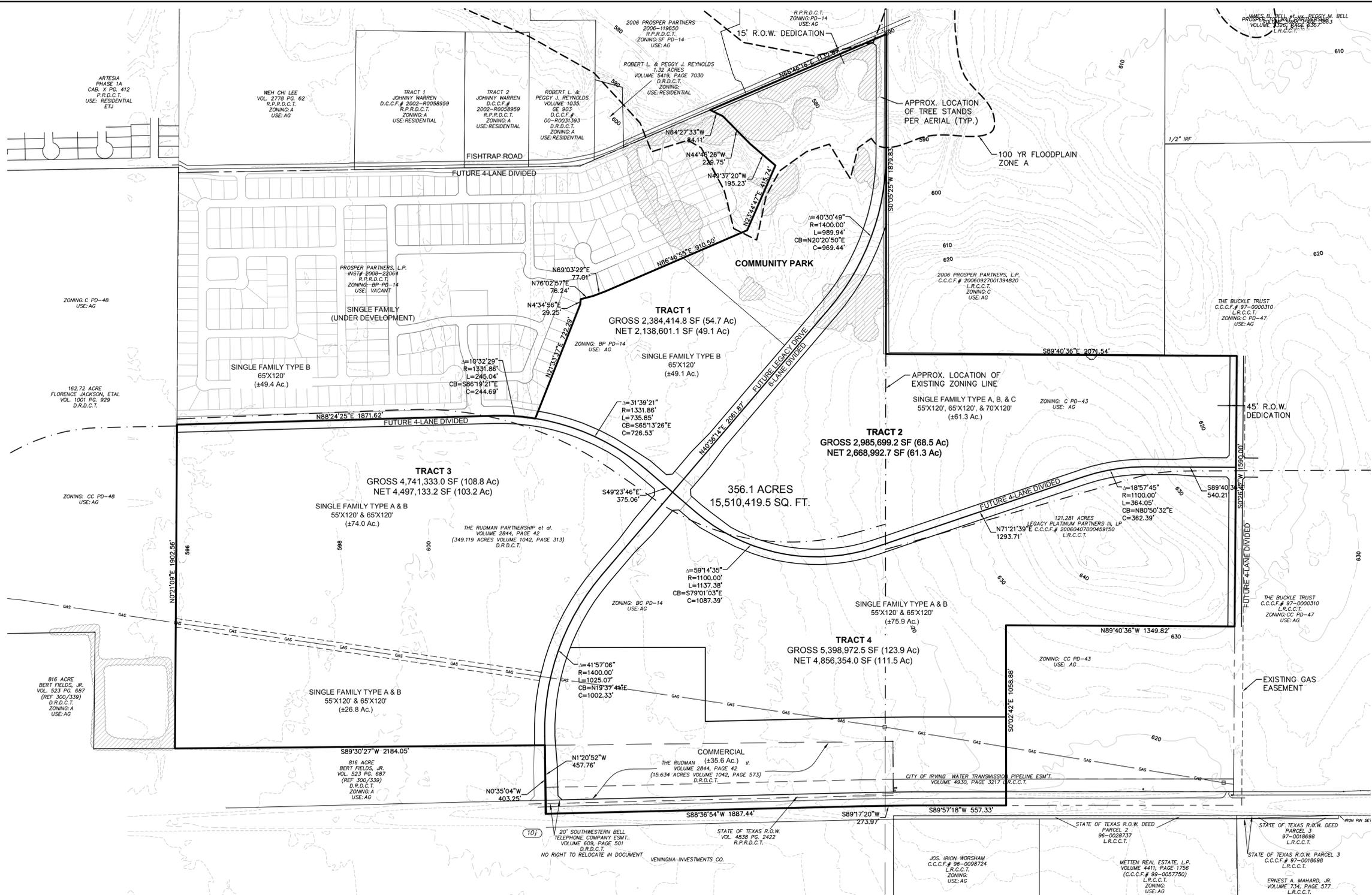
**DEVELOPMENT SCHEDULE**

It is anticipated that the development of Prosper Center will begin within 1 to 10 years after approval and signing of the zoning ordinance. During this time period, prior to the initial stages of development, it is foreseen that plans and studies will be prepared for development and marketing of the property.

Progress of development improvements will primarily depend on time frames established for construction of thoroughfares, utilities, and market trends/demands for the area.

It is anticipated that the development of Prosper Center, excluding total construction of all structures, will be completed within 15 to 25 years of zoning approval.

Plotted By: Gramados, Alex. Date: March 25, 2014. 09:34:09am. File Path: K:\FR1\Civil\69306706.2.D01 Prosper Center Exhibits\PlanSheets\Zoning\_Exhibits.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



**LINE TYPE LEGEND**

---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE
---	WATER LINE
---	SS SANITARY SEWER LINE
---	SS STORM SEWER LINE
---	UGS UNDERGROUND GAS LINE
---	OHP OVERHEAD UTILITY LINE
---	UGS UNDERGROUND ELECTRIC LINE
---	UGS UNDERGROUND TELEPHONE LINE
---	FENCE
---	CONCRETE PAVEMENT
---	ASPHALT PAVEMENT

NO.	REVISIONS	DATE	BY

**Kimley-Horn and Associates, Inc.**  
 © 2012 KIMLEY-HORN AND ASSOCIATES, INC.  
 5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034  
 PHONE: 972-335-3580 FAX: 972-335-3779  
 WWW.KIMLEY-HORN.COM  
 TEXAS REGISTERED ENGINEERING FIRM #928

KHA PROJECT	069306706.2.001
DATE	FEBRUARY 2014
SCALE	AS SHOWN
DESIGNED BY	PM
DRAWN BY	SEP
CHECKED BY	TLF

**CURRENT PROPERTY OWNER:**  
 Prosper Partners, LP  
 10950 Research Road  
 Frisco, TX 75033  
 P 214.387.3993  
 F 214.387.3913  
 E crichardson@txlandresources.com

**APPLICANT:**  
 Greater Land Resources  
 Contact: Clint Richardson  
 10950 Research Road  
 Frisco, TX 75033  
 P 214.387.3993  
 F 214.387.3913  
 E crichardson@txlandresources.com

**SURVEYOR:**  
 Michael Marx, R.P.L.S.  
 Kimley-Horn and Associates  
 5750 Genesis Court  
 Frisco, TX 75034  
 P 972.335.3580  
 F 972.335.3779

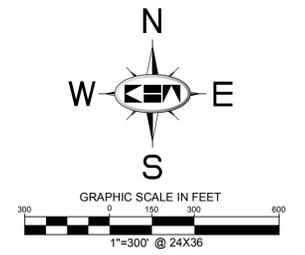
**LAND USE TABLE**

Tract	Use	Area (sq.ft.)	Acreage	Net of ROW (sq.ft.)	Net Acreage	Net Commercial Area (Acres)	Net Neighborhood Retail Area (Acres)	Net Single Family Area (Ac.)	Type A SF Units
Tract 1	SF, Floodplain	2,384,414.8	54.7	2,138,601.1	49.1	0.0	0.0	49.1	0
Tract 2	SF	2,985,699.2	68.5	2,668,992.7	61.3	0.0	0.0	61.3	up to 70
Tract 3	SF	4,741,333.0	108.8	4,497,133.2	103.2	0.0	0.0	100.8	up to 150
Tract 4	SF, C	5,398,972.5	123.9	4,856,354.0	111.5	35.6	0.0	75.9	up to 350
<b>Total</b>		<b>15,510,419.5</b>	<b>356.1</b>	<b>14,161,081.0</b>	<b>325.1</b>	<b>35.6</b>	<b>0.0</b>	<b>287.1</b>	<b>350*</b>

\* See note #4

SF = SINGLE FAMILY RESIDENTIAL  
 C = COMMERCIAL  
 NR = NEIGHBORHOOD RETAIL

- NOTE:
- THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
    - LEGACY RIGHT OF WAY:
      - 120' (WIDENS TO 140' AT INTERSECTIONS WITH 4-LANE AND ABOVE THOROUGHFARES)
      - CENTERLINE RADII MINIMUM 1,400 FEET
    - 4-LANE DIVIDED STREET RIGHTS OF WAY
      - 90' WIDENS TO 110' AT INTERSECTIONS WITH THOROUGHFARES ABOVE 4 LANES.
      - CENTERLINE RADII MINIMUM 1,100 FEET.
  - SEE EXHIBIT "C" - PLANNED DEVELOPMENT STANDARDS FOR ADDITIONAL RESTRICTIONS.
  - MAXIMUM ACREAGE OF NR ZONING ALLOWED SHALL BE 15.0 ACRES LOCATED ON UP TO 2 CORNERS OF THE INTERSECTION OF LEGACY AND EAST-WEST THOROUGHFARE.
  - PER EXHIBIT "C" PROSPER CENTER PLANNED DEVELOPMENT DISTRICT, A MAXIMUM OF 350 TYPE A UNITS SHALL BE ALLOWED LOCATED ONLY WITHIN TRACTS 2, 3, OR 4.
  - A MAXIMUM OF 930 SINGLE FAMILY RESIDENTIAL LOTS SHALL BE ALLOWED PER EXHIBIT "C" PROSPER CENTER PLANNED DEVELOPMENT DISTRICT
  - PARK LIMITS ARE ILLUSTRATIVE AND WILL MEET THE REQUIREMENTS OF THE PD



**EXHIBIT "D"**  
**Prosper Center**  
 357.32 ACRES  
 COLLIN COUNTY SCHOOL LAND SURVEY  
 ABSTRACT No. 581  
 & L. NETHERLY SURVEY  
 ABSTRACT No. 962  
 TOWN OF PROSPER, TEXAS

**Prosper Center**  
 TOWN OF PROSPER  
 DENTON AND COLLIN COUNTY, TEXAS

SHEET NUMBER  
**02**  
 OF 02 SHEETS

Z13-0011

FEBRUARY 2014



## PLANNING

**To:** Mayor and Town Council  
**From:** Chris Copple, AICP, Director of Development Services  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – April 8, 2014

**Agenda Item:**

Conduct a Public Hearing, and consider and act upon a request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R). (Z14-0004).

**History:**

On March 25, 2014, the Town Council held a public hearing and tabled the request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R). Since the meeting, the applicant has revised Exhibit A to reconfigure the location and acreage of the Single Family-17.5 (SF-17.5) and Retail (R) tracts. The original exhibit showed 13.3 acres of R surrounded on the east and south by 16.2 acres of SF-17.5, with the R located approximately 350 feet from the existing subdivision to the south. The revised exhibit shows an increase in residential acreage and decrease in non-residential acreage. It shows 11.6 acres of R bordered on the south by 17.9 acres of SF-17.5, with the R located approximately 700 feet from the existing subdivision to the south.

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Agricultural	Single Family Residential	Retail & Neighborhood Services
<b>North</b>	City of Celina	Undeveloped Land	City of Celina
<b>East</b>	Agricultural	Single Family Residential	Low Density Residential
<b>South</b>	Planned Development-1-Single Family	Single Family Residential (Gentle Creek Estates)	Low Density Residential

<b>West</b>	Single Family-15	Single Family Residential (Highland Meadows) / Undeveloped Land	Low Density Residential
-------------	------------------	---	-------------------------

Requested Zoning – Z14-0001 is a request rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 17.9± acres of Single Family-17.5 (SF-17.5) and 11.6± acres of Retail (R), as shown on revised Exhibit A.

Future Land Use Plan – The Future Land Use Plan (FLUP) recommends Retail & Neighborhood Services for the property. The proposed rezoning request is for 11.6± acres of Retail (R) as shown on revised Exhibit A, which conforms to the Retail & Neighborhood Services District of the FLUP. The proposed rezoning request is also for 17.9± acres of Single Family-17.5 (SF-17.5) as shown on revised Exhibit A, which generally conforms to the Low Density Residential District of the FLUP. The purpose of the Retail & Neighborhood Services District is to provide neighborhood services typically including retail establishments that provide merchandise for retail sale, banks, neighborhood offices, and small medical offices. Such uses are important because of the contribution to the tax base through both property and sales tax, and should be strategically placed along the Town's perimeter to attract patrons from neighboring communities. The purpose of the Low Density Residential District is to provide for large lot single family homes, typically 15,000 square feet to 1 acre in size with a density not to exceed 1.6 dwelling units an acre. The rezoning request would allow for lots not less than 17,500 square feet in size. The zoning request conforms to the FLUP.

Thoroughfare Plan – The property has direct access to Frontier Parkway, a future six-lane divided thoroughfare, and Coit Road, a future six-lane divided thoroughfare. The zoning exhibit complies with the Thoroughfare Plan.

Traffic Impact Analysis – During the development process of the property, a Traffic Impact Analysis (TIA) will be required by the Town of Prosper as well as the Texas Department of Transportation related to proposed access to FM 1461. During this process, the Town will address all health, safety, and welfare issues that are identified and incorporate them into the development plans for the property. Any required improvements must be completed prior to final acceptance of the development.

Water and Sanitary Sewer Services – Water service has been extended to the property and sanitary sewer service will have to be extended to the property either before or with development.

Access – Access to the property is provided from Frontier Parkway and Coit Road. Adequate access is provided to the property.

Schools – This property is located within the Prosper Independent School District (PISD).

Parks – It is not anticipated that this property will be needed for the development of a park.

Environmental Considerations – The 100-year floodplain located on the property is shown on Exhibit A.

Summary – The FLUP recommends Retail & Neighborhood Services District for the entire subject property; however, the proposed rezoning request is for 11.6± acres of Retail (R) and

17.9± acres of Single Family-17.5 (SF-17.5), with the proposed R tract bordered by the proposed SF-17.5 tract along the south side as shown on revised Exhibit A. Gentle Creek, Phase 7 is located approximately 700 feet from the Retail tract, which provides a significant buffer between any future retail development and the existing single family homes in Gentle Creek.

**Legal Obligations and Review:**

Section 211.004 of the Texas Local Government Code requires that zoning must be adopted in accordance with the comprehensive plan. As a general rule, absent a significant change in conditions that could not be anticipated when the comprehensive plan was adopted, zoning regulations must be consistent with the comprehensive plan. Notification was provided to neighboring property owners as required by state law. Town staff has received 20 public hearing notice reply forms; all in opposition to the request. Of the 20 public hearing notice reply forms received, 9 were from property owners within 200-feet of the subject property. The property owners in opposition to the request within 200-feet of the subject property represent an area greater than 20% of the land area. Therefore, an affirmative vote of three-fourths of all members of the Town Council is required to approve the zoning request.

**Attached Documents:**

1. Revised Zoning Exhibit A.
2. Original Zoning Exhibit A.
3. Revised Zoning map of the surrounding area.
4. Original Zoning map of the surrounding area.
5. The Future Land Use Plan.
6. Public hearing notice reply forms (property owners within 200' of the subject property).
7. Public hearing notice reply forms (property owners not within 200' of the subject property).
8. March 4, 2014, Planning & Zoning Commission meeting minutes.

**Planning & Zoning Commission Recommendation:**

At their March 4, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve a request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R), by a vote of 5-2, with Commission members Carlin and Moody being in opposition to the motion. The March 4, 2014, Planning & Zoning Commission meeting minutes are attached.

**Town Staff Recommendation:**

Town staff recommends the Town Council approve the request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 17.9± acres of Single Family-17.5 (SF-17.5) and 11.6± acres of Retail (R), as shown on revised Exhibit A.

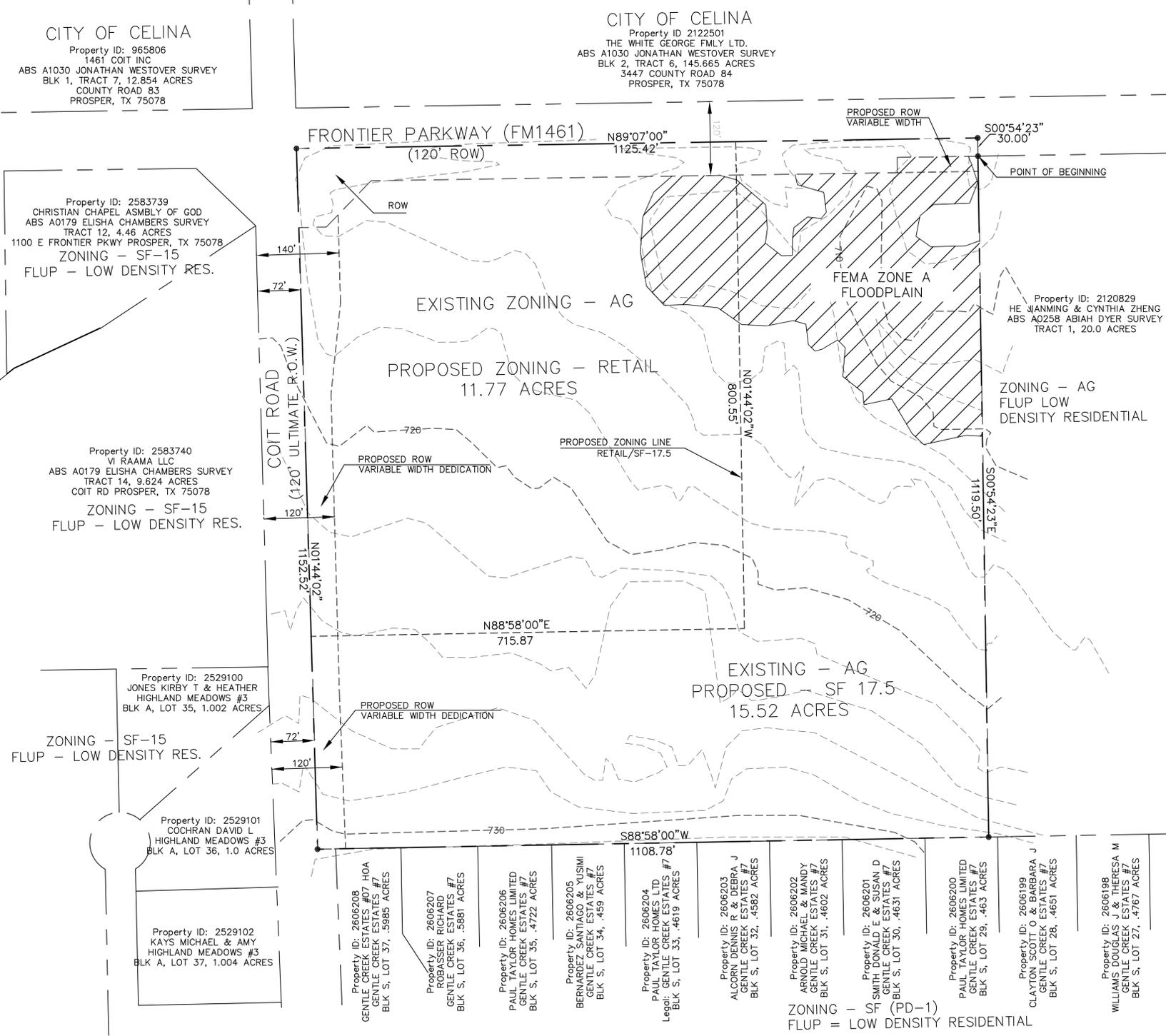
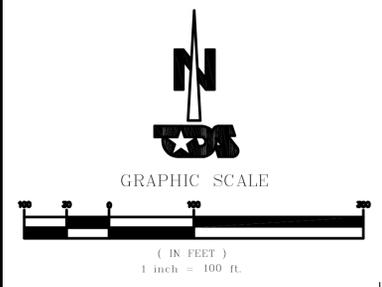
**Proposed Motion:**

I move to approve the request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 17.9± acres of Single Family-17.5 (SF-17.5) and 11.6± acres of Retail (R), as shown on revised Exhibit A.



**ZONING DATA**  
 29.5 AC. = GROSS ACREAGE  
 13.3 AC. = RETAIL ACREAGE  
 16.2 AC. = SF-17.5 ACREAGE

**NOTES:**  
 1. 3.3 AC. = WITHIN THE GROSS AREA IS EXISTING ROW AND PROPOSED ROW DEDICATION  
 2. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.



**ZONING Legal Description - Retail**

Being all that certain lot, tract, or parcel of land situated in the A. DYER SURVEY, Abstract 258, and being all of that tract of land described in deed to Randy Lee White and Patricia Frank, recorded in Volume 5416, Page 4994, Deed Records, Collin County, Texas, and being all of that tract of land described in deed to Randy L. White, recorded in Volume 3299, Page 865, Deed Records, Collin County, Texas, and being more particularly described as follows:

Commencing at a 5/8-inch iron rod found for corner in the South line of F.M. No. 1461, a variable width right-of-way, at the Northwest corner of a tract of land described in deed to Jianming He and Cynthia Zheng, recorded in Instrument No. 20090421000463380, Official Public Records, Collin County, Texas;

Thence South 85 deg. 31 min. 29 sec. West, a distance of 400.39 feet to a point for corner, at the PLACE OF BEGINNING of the tract described herein;

Thence South 01 deg. 02 min. 00 sec. East, a distance of 745.54 feet to a point for corner;

Thence South 88 deg. 58 min. 00 sec. West, a distance of 715.87 feet to a point for corner at or near the centerline of Coit Road, a right-of-way;

Thence North 01 deg. 44 min. 02 sec. West, along said centerline, a distance of 802.51 feet to a point for corner at or near the intersection of the centerline of said Coit Road, with the centerline of No. F.M. 1461;

Thence North 89 deg. 07 min. 01 sec. East, a distance of 725.68 feet to a point for corner;

Thence South 01 deg. 02 min. 17 sec. East, a distance of 55.01 feet the PLACE OF BEGINNING and containing 577,696 square feet or 13.262 acres of land.

This is for zoning purposes only.

**ZONING Legal Description - Residential**

Being all that certain lot, tract, or parcel of land situated in the A. DYER SURVEY, Abstract 258, and being all of that tract of land described in deed to Randy Lee White and Patricia Frank, recorded in Volume 5416, Page 4994, Deed Records, Collin County, Texas, and being all of that tract of land described in deed to Randy L. White, recorded in Volume 3299, Page 865, Deed Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 5/8-inch iron rod found for corner in the South line of F.M. No. 1461, a variable width right-of-way, at the Northwest corner of a tract of land described in deed to Jianming He and Cynthia Zheng, recorded in Instrument No. 20090421000463380, Official Public Records, Collin County, Texas;

Thence South 00 deg. 54 min. 23 sec. East, a distance of 1119.49 feet to a 3/4-inch iron rod found for corner in the North line of Gentle Creek Estates, Phase Seven, an addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume 2006, Page 568, Plat Records, Collin County, Texas, and being at the Southwest corner of said to Jianming He and Cynthia Zheng tract;

Thence South 88 deg. 58 min. 00 sec. West, along said North line, a distance of 1108.78 feet to a point for corner at or near the centerline of Coit Road, a right-of-way;

Thence North 01 deg. 44 min. 02 sec. West, along said centerline of Coit Road, a distance of 350.01 feet to a point for corner;

Thence North 88 deg. 58 min. 00 sec. East, passing at a distance of 27.48 feet the East line of said Coit Road, continuing a total distance of 715.87 feet to a point for corner;

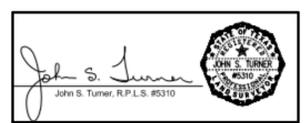
Thence North 01 deg. 02 min. 00 sec. West, passing at a distance of 55.01 feet the South line of said F.M. No. 1461, continuing a total distance of 800.55 feet to a point for corner;

Thence North 89 deg. 06 min. 58 sec. East, along said centerline a distance of 399.73 feet to a point for corner;

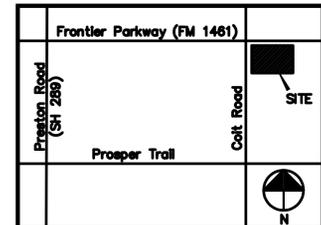
Thence South 00 deg. 55 min. 16 sec. East, a distance of 30.00 feet to the PLACE OF BEGINNING and containing 708,032 square feet or 16.254 acres of land.

This is for zoning purposes only.

surveyor:



**A & W SURVEYORS, INC.**  
 P.O. BOX 870029, MESQUITE, TX.  
 75187 PHONE: (972) 681-4975 FAX:  
 (972) 681-4954  
 WWW.AWSURVEY.COM



**VICINITY MAP**  
 n.t.s.

**NOTE: THERE ZONE A FEMA FLOODPLAIN AT NEC OF PROPERTY, FIRM PANEL 48121C0300G**

**ZONING EXHIBIT A**  
 29.516 ACRES  
 A. DYER SURVEY, ABSTRACT 258  
 TOWN of PROSPER  
 COLLIN COUNTY, TEXAS

**ZONING EXHIBIT A**  
 28.030 ACRES  
 A. DYER SURVEY, ABSTRACT 258  
 TOWN of PROSPER  
 COLLIN COUNTY, TEXAS

**WHITE TRACT**  
 1360 E. FRONTIER PARKWAY  
 PROSPER, TX 75078  
 Case No. - Z2014-0001

**REVISIONS:**

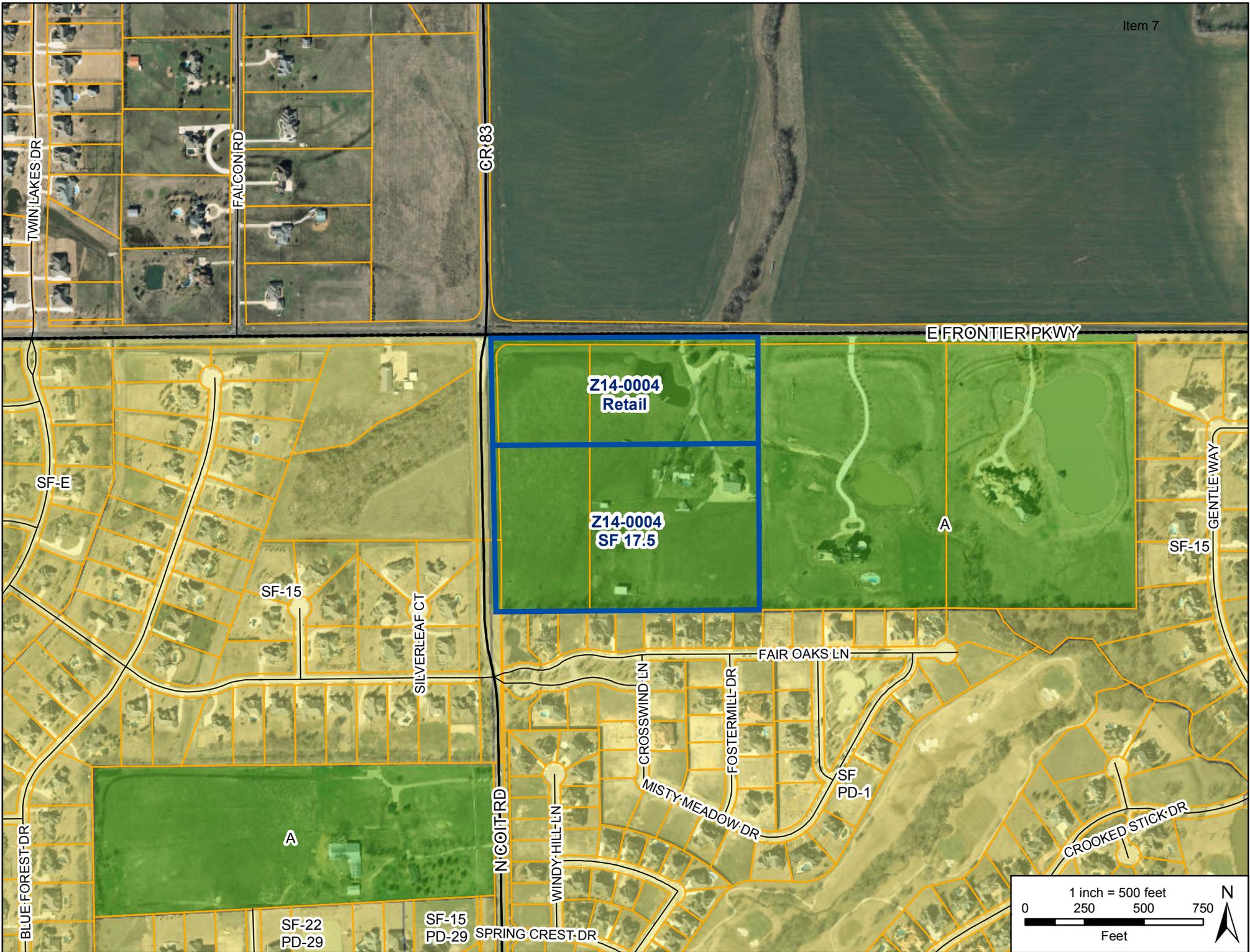


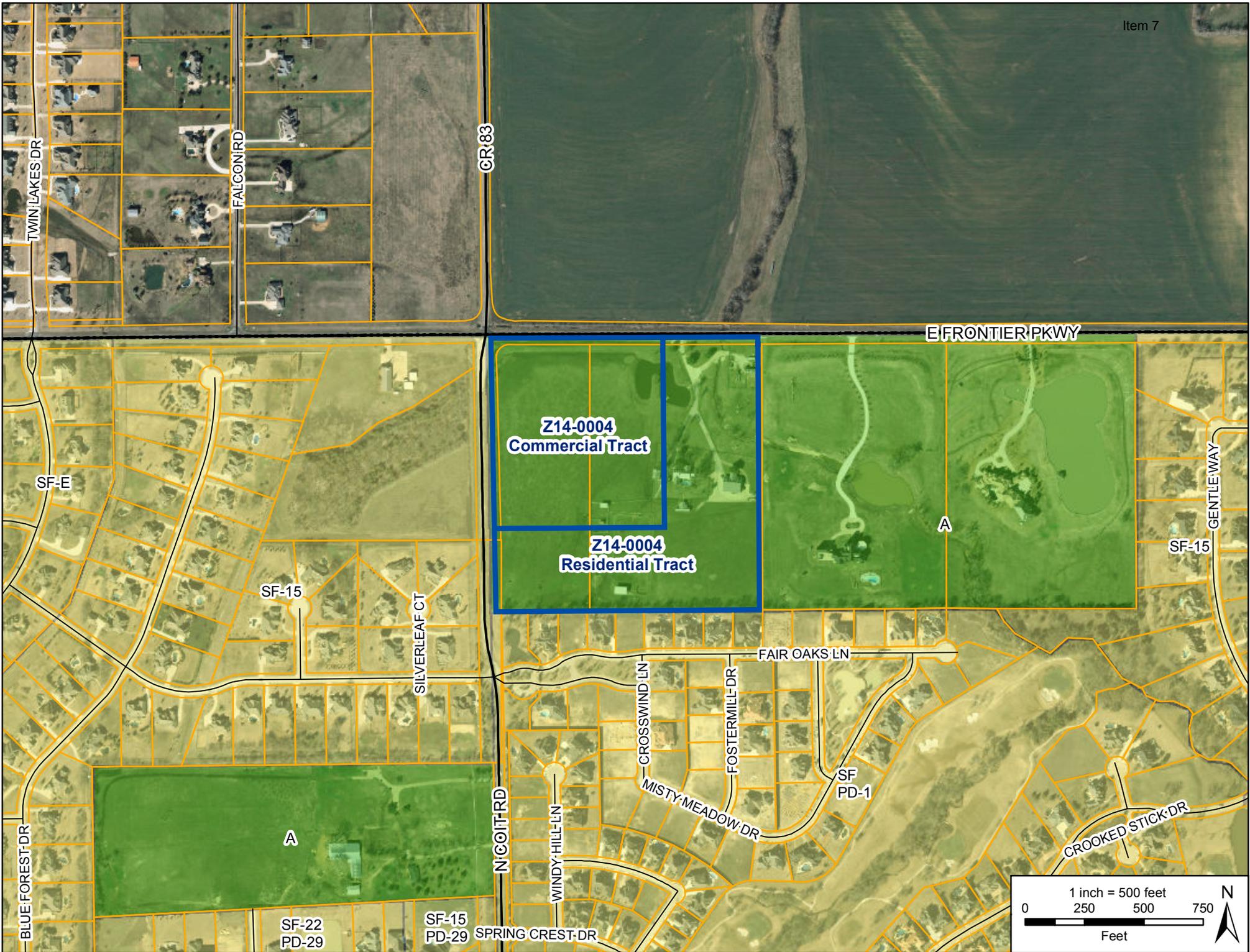
March 06, 2014

**TDS PROJECT NO. 13041**

TEXAS DEVELOPMENT SERVICES  
 906 W. McDERMOTT DRIVE  
 SUITE 196-296  
 ALLEN, TX 75013  
 469-853-6538  
 TX FRM NO. 12790

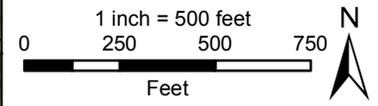
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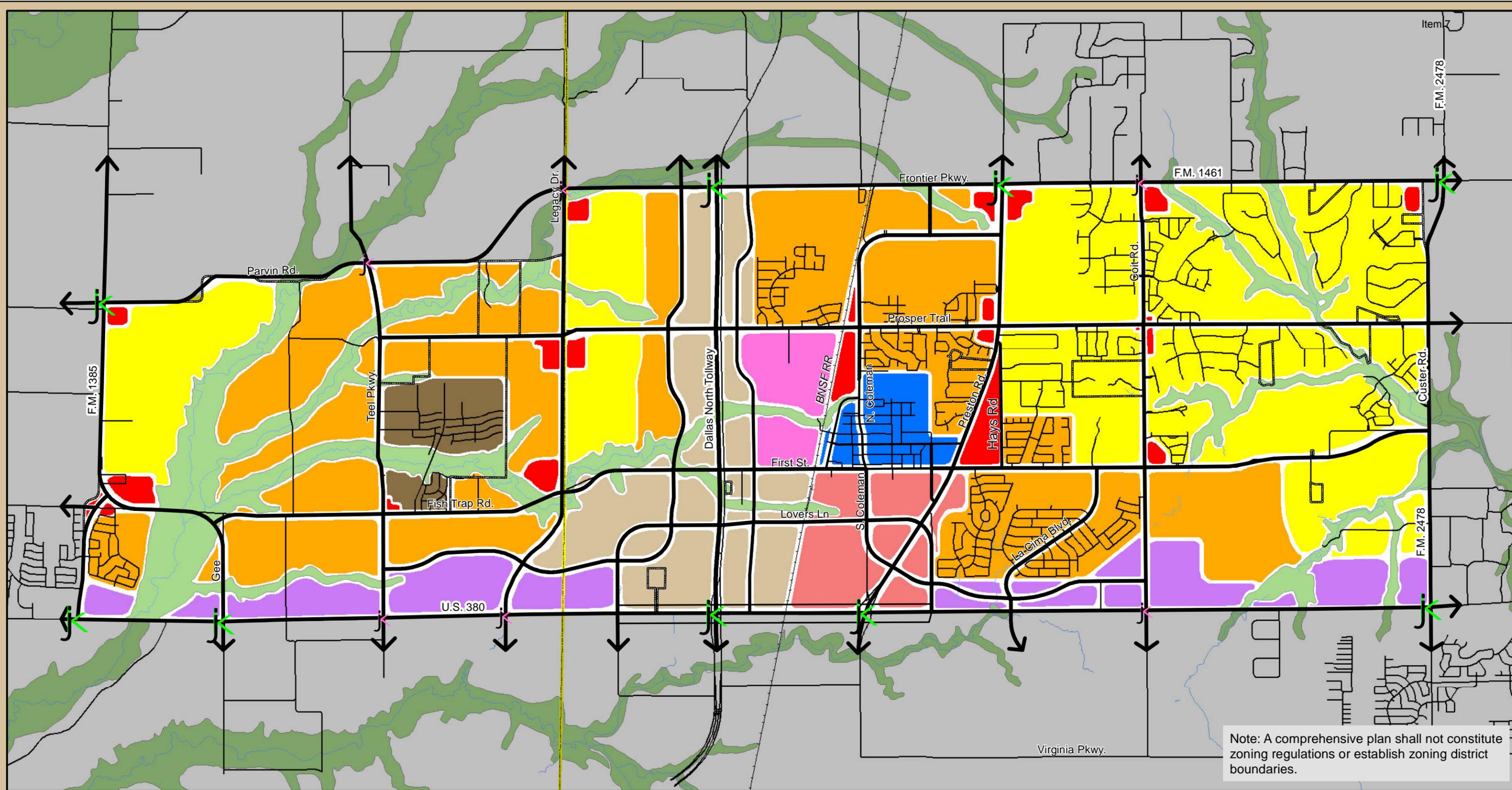




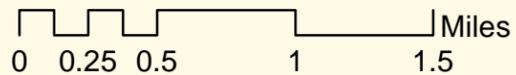
**Z14-0004  
Commercial Tract**

**Z14-0004  
Residential Tract**





July 2012



**Legend**

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Tollway District
- US 380 District
- 100 Year Floodplain
- J Major Gateway
- j Minor Gateway
- + Town of Prosper
- + ETJ

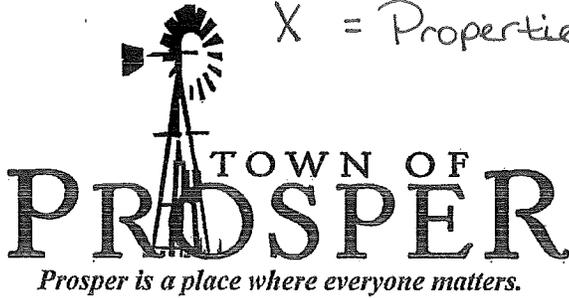
# Future Land Use Plan



**Plate 2**

✓ = Properties w/in 200' Buffer

X = Properties outside 200' Buffer



**DEVELOPMENT SERVICES**

**DEPARTMENT**

P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

**REPLY FORM**

**SUBJECT:**

Zoning Case Z14-0004: The Town of Prosper has received a request to rezone 29.5± acres from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R).

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- I OPPOSE the request as described in the notice of public hearing.
- I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_

Paul Taylor Homes, Limited  
By Paul Taylor Corporation, its general partner.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

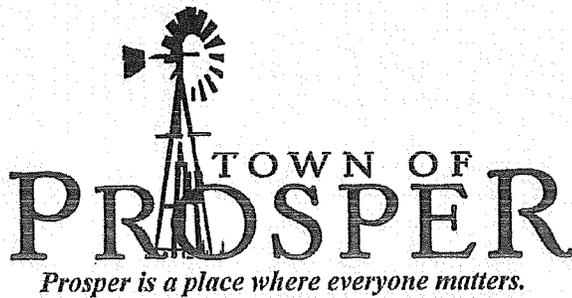
17550 Preston Rd, #700  
Address \_\_\_\_\_

3/24/14  
Date \_\_\_\_\_

Dallas, TX 75252  
City, State, and Zip Code \_\_\_\_\_

paul@paultaylorhomes.com  
E-mail Address \_\_\_\_\_

- Regarding:
- ✓ 2581 Fair Oaks
  - ✓ 2661 Fair Oaks
  - ✓ 2501 Fair Oaks
  - ✓ 2461 Fair Oaks
  - X 2500 Misty Meadow
  - X 1800 Crosswind
  - X 2460 Fair Oaks
  - X 2450 Misty Meadow
  - X 1800 Crosswind
  - X 1801 Crosswind
  - X 1801 Foster mill
  - X 1791 Foster mill



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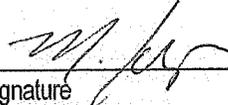
- I OPPOSE the request as described in the notice of public hearing.  
 I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): APPROVING A SITE FOR RETAIL  
ON ONE OF THE MOST DANGEROUS CORNERS IN TOWN PUTS OUR CITIZENS  
AT RISK. PROSPER NEEDS MORE RETAIL, BUT NOT AT THE EXPENSE  
OF OUR CITIZEN'S SAFETY. ANY RESIDENTIAL APPROVED, NEEDS TO BE  
LOW-DENSITY, CONSISTENT WITH THE 3 SIDES ADJACENT SIDES ON PROSPER  
AREA.

MICHAEL KAYS  
Name (please print)

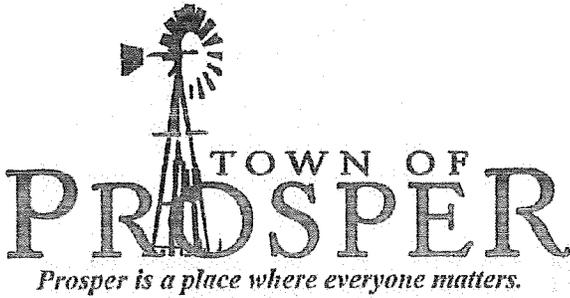
1740 SILVERLEAF CT.  
Address

PROSPER, TX. 75078  
City, State, and Zip Code

  
Signature

3-3-14  
Date

MAKAYS94@AOL.COM  
E-mail Address



**DEVELOPMENT SERVICES**

**DEPARTMENT**

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 I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): See Attached Sheet

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---

David Cochran  
 Name (please print)  
1750 S. Berkeley Ct  
 Address  
Prosper TX 75078  
 City, State, and Zip Code

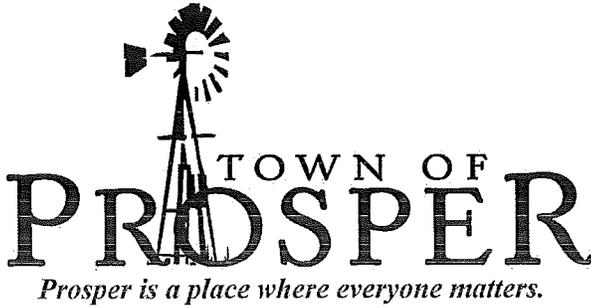
David Cochran  
 Signature  
3/2/14  
 Date  
dcochran63@ATT.net  
 E-mail Address

David Cochran  
1750 Silverleaf Ct.  
Prosper, TX 75078  
[cochrank4@att.net](mailto:cochrank4@att.net)  
[dcochran63@att.net](mailto:dcochran63@att.net)

Zoning Case Z14-0004

Additional Comments on Opposition to Rezoning of the Southeast Corner of Coit and Frontier Parkway

- **Retail:** The intersection of Coit and Frontier Parkway is one of the most dangerous intersections in Prosper. I do not want to see another Care Flight going over my house. I understand Prosper needs retail, but is this where we want to start? No other retail is on Frontier Parkway currently. I want to know what the commission's plans are regarding the additional traffic this retail space will have on the corner. How is the commission planning to manage the increase in traffic?
- **Residential:** In addition to the 13.3 acres of retail that will go up Coit to the corner of Highland Meadows, there are 16.2 acres of residential zoning being considered. These are planned to be 100 x 150 lots with 1800 square foot homes. This is not complimentary to the homes in Gentle Creek and Highland Meadows that are surrounding the proposed home site.



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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_

- ① Safety - One of the most dangerous intersection in Prosper and Infrastructure is not ready to handle retail and additional subdivision.
- ② Currently no retail on 1461
- ③ Need more details on ~~residential~~ residential to make an informed decision.

Theresa + Doug Williams  
 Name (please print)

Theresa Williams  
 Signature

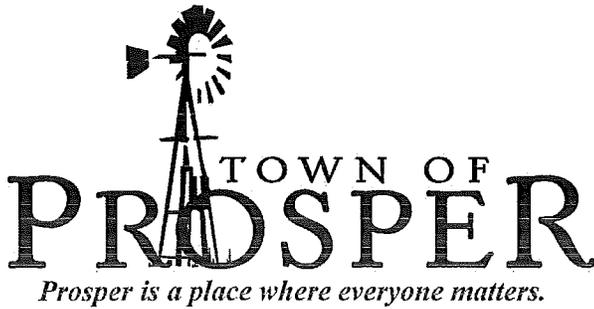
2621 Fair Oaks Ln  
 Address

3-3-14  
 Date

Prosper, TX 75078  
 City, State, and Zip Code

Theresa.w2726@gmail.com  
 E-mail Address

Theresa.Williams@emc.com

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**P.O. Box 307**  
**Prosper, TX 75078**  
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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): AGAINST DUE TO SAFETY  
OF COIT & FRONTIER, ADDING RETAIL WILL ONLY INCREASE TRAFFIC.  
NEED LARGER LOTS 1 ACRE TO BE CONSISTENT. ALL SINGLE  
STORY > 4,000 SQ. FT.

SCOTT CLAYTON  
 Name (please print)

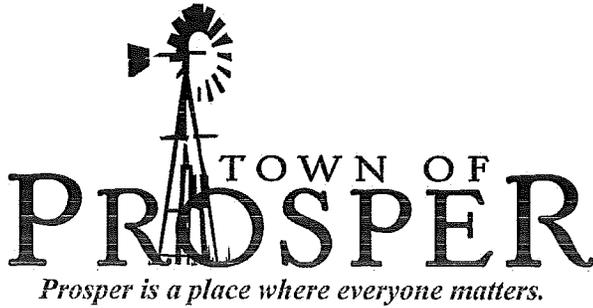
2601 FAIR OAKS LN  
 Address

PROSPER, TX 75078  
 City, State, and Zip Code

Scott Clayton  
 Signature

3/4/14  
 Date

scclayton1@att.net  
 E-mail Address



**DEVELOPMENT SERVICES**  
**DEPARTMENT**  
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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): *As proposed there is no buffer between 1 acre lots of Highland Meadows and retail. It is diagonal from Highland Meadows. We are concerned about light pollution from store fronts and parking lot lights. Also concerned about traffic especially if driveway is put in on southwest corner of retail section.*

Heather  
 Name (please print)

1760 Silverleaf Ct  
 Address

Prosper, TX 75072  
 City, State, and Zip Code

Heather Jones  
 Signature

3/4/14  
 Date

heather\_jones@me.com  
 E-mail Address

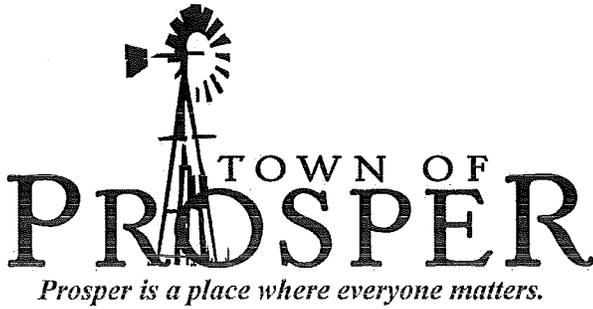
We ask for the retail section to be half the proposed size and have all the retail storefronts facing Frontier Parkway.

Also concerned about how the single family property would be developed?

~~Would~~ What are religious and educational facilities? Does that mean a daycare?

That would be a concern due to buffer with existing housing developments.

If houses, would it be one street with cut entrance and houses on one side of street? with a cul-de-sac since there is a floodplain zone on Frontier Parkway? Would that be feasible to develop or should it be ~~narrower~~ wider to allow housing on both sides of street?



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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RICHARD K. ROBASSER  
Name (please print)

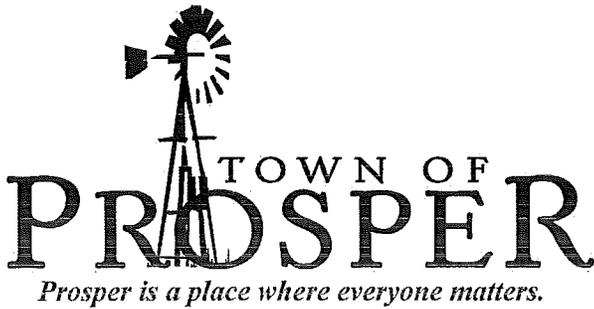
[Signature]  
Signature

2441 FAIR OAKS LANE  
Address

2-24-14  
Date

PROSPER, TX 75078  
City, State, and Zip Code

r1robasser@yahoo.com  
E-mail Address



**DEVELOPMENT SERVICES**

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P.O. Box 307  
Prosper, TX 75078  
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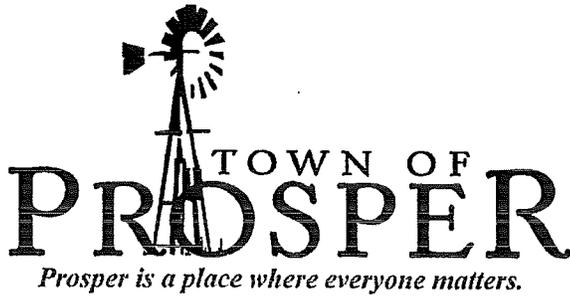
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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Yusimi Bernardez  
 Name (please print)  
2481 Fair Oaks LN  
 Address  
Prosper TX 75078  
 City, State, and Zip Code

[Signature]  
 Signature  
2-22-14  
 Date  
Yusim1@yahoo.com  
 E-mail Address

**DEVELOPMENT SERVICES****DEPARTMENT**

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**COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):**

There are plenty of retail spaces along the Preston road. There is no such a need to put one at this location. It will bring too much traffic to the surrounding communities. There have been a lot of accidents at the intersection of Frontier Pkwy and Coit, increased traffic will cause more accidents. A retail area looks intrusive to the surrounding area too.

Jianming He  
Name (please print)

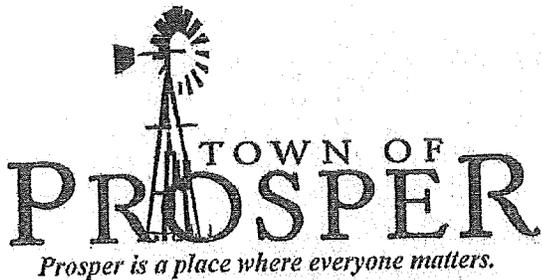
1442 E Frontier Pkwy  
Address

Prosper, TX 75078  
City, State, and Zip Code

  
Signature

3/3/2014  
Date

jbright.he@gmail.com  
E-mail Address



## DEVELOPMENT SERVICES

## DEPARTMENT

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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): 1) The Property is too close to residential to be commercial business 2) The intersection of Coit / 1461 is not safe and the city has no plans to change it in the immediate future and 3) I don't want to look out my backyard and see commercial business - City should create a business district

BANDY WALKER  
Name (please print)

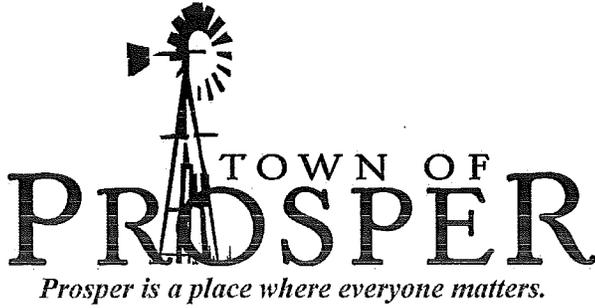
1810 Blue Forest Dr  
Address

PROSPER TX 75078  
City, State, and Zip Code

Bandy Walker  
Signature

3-4-14  
Date

RWREDSOX17@YAHOO.COM  
E-mail Address



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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): *Not without major improvements at the intersection of Coit & Frontier*

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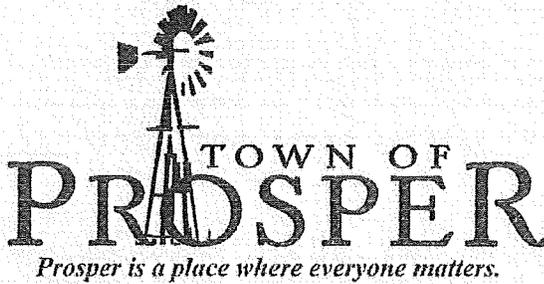
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---

*[Signature]*  
 Name (please print)  
 1891 Sand Creek Dr  
 Address  
 Prosper, Tx 75078  
 City, State, and Zip Code

*[Signature]*  
 Signature  
 2/4/14  
 Date  
 FranPelletier@prosper.com  
 E-mail Address

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TOWN TO DO SEVERAL THINGS PRIOR TO APPROVAL:  
- TRAFFIC STUDY  
- ACCOUNT STUDY - COIT & FRONTIER PKWY  
- HOUSING PLAN REVIEW - 500K+ INST HOMES IN AREA,  
- FULL LIST OF RETAIL REQUIREMENTS - STRUCTURAL - INSIDE & OUTSIDE

GEORGE F. JAMES

Name (please print)

1820 FAIR OAKS DR.

Address

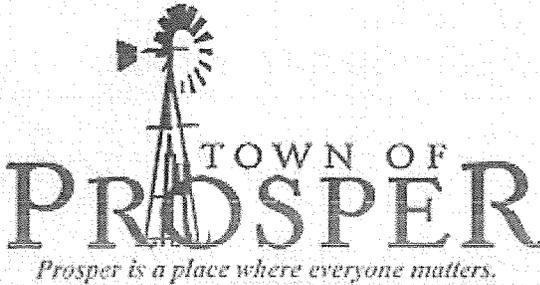
Prosper TX 75078

City, State, and Zip Code

[Signature]  
 Signature

3/2/2014  
 Date

george.james@parago.com  
 E-mail Address



**DEVELOPMENT SERVICES**

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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): *PLEASE DO NOT AGREE TO THIS REQUEST. THE STRETCH OF 1461 BETWEEN PRESTON AND CUSTER SHOULD REMAIN RESIDENTIAL. IT WOULD ALSO BE PREFERRED TO HAVE THE SINGLE FAMILY PORTION MODIFIED TO HAVE THE MINIMUM SIZES LARGER SO IT IS CONSISTENT WITH SURROUNDING NEIGHBORHOODS. LET'S KEEP RETAIL ON OUR LARGER STREETS AND OFF OF THESE TYPES OF ROADS THAT PRIMARILY KEEP OUR RESIDENTIAL NEIGHBORHOODS.*

JOHN DONAGHEY  
 Name (please print)

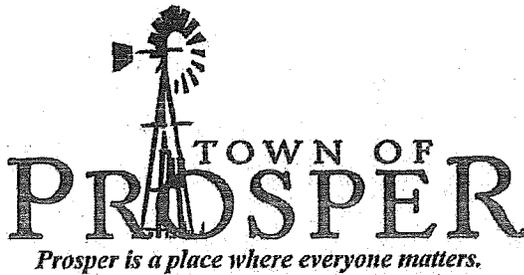
*[Signature]*  
 Signature

1800 GENTLE WAY  
 Address

3/3/14  
 Date

PROSPER TX 75078  
 City, State, and Zip Code

DONAGHEY@TT.COM  
 E-mail Address

**DEVELOPMENT SERVICES****DEPARTMENT**

P.O. Box 307  
 Prosper, TX 75078  
 Phone: 972-346-3502  
 Fax: 972-347-2842

**REPLY FORM****SUBJECT:**

Zoning Case Z14-0004: The Town of Prosper has received a request to rezone 29.5± acres from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R).

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the southeast corner of Coit Road and Frontier Parkway.

**DESCRIPTION OF THE REQUEST:**

The Single Family-17.5 District provides for single family detached dwelling units on a minimum lot size of seventeen thousand five hundred (17,500) square feet. Other uses, such as religious and educational facilities, parks, and open spaces may be provided to maintain a balanced, orderly, convenient, and attractive residential area.

The Retail District provides various retail and service uses for one (1) or more neighborhoods and should generally be located at major thoroughfare intersections and be convenient to their residential service area. Developments should utilize established landscape and buffering requirements and be limited to two (2) stories in height.

- I OPPOSE the request as described in the notice of public hearing.  
 I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): Increase of Traffic Area  
Will Make it unsafe for the children crossing Coit.  
Also the intersection of frontier and Coit is  
Unsafe and has had multiple accidents. The increased  
Traffic pattern will increase hazard on this intersection  
In Addition, 1800 SF homes would lower the value of residential  
real estate in the surrounding neighborhoods

John Nassief  
 Name (please print)

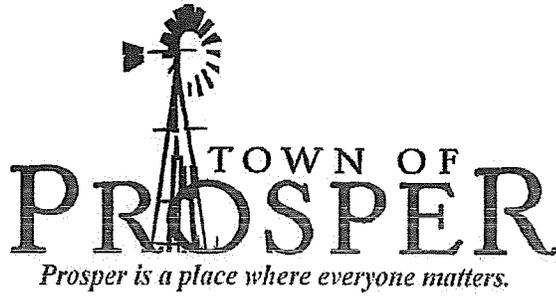
1760 Blue forest Drive  
 Address

Prosper TX 75078  
 City, State, and Zip Code

John R Nassief  
 Signature

3/3/14  
 Date

Johnnassief@yahoo.com  
 E-mail Address



**DEVELOPMENT SERVICES**  
**DEPARTMENT**  
P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

James D. Latimer  
Name (please print)  
2801 Winding Creek Rd.  
Address  
Prosper, TX 75078  
City, State, and Zip Code

James D. Latimer  
Signature  
3/3/2014  
Date  
jaylatimer@gmail.com  
E-mail Address

March 3, 2014

Melanie Videan, CFM  
Planning Technician, Development Services  
Town of Prosper  
PO Box 307  
Prosper, TX 75078

Re: Zoning Case Z14-0004, Southeast Corner of Frontier Pkwy and Coit

Dear. Ms. Videan:

On behalf of the Highland Meadows HOA Board of Directors, and our neighbors, I am writing to provide our perspectives and feedback with respect to Zoning Case Z14-0004 that is being considered by Planning & Zoning Commission on Tuesday, March 4<sup>th</sup>. I understand that you cannot count this communication as opposition towards the "20% rule" since most of residents live outside the 200 foot buffer around the subject property. I believe some of our residents within that buffer zone will be providing comments directly.

Our residents' concerns fall into three categories:

- 1) **Safety concerns**, related to the retail component of Z14-0004 and the current condition of 1461 and Coit. We recognize the City's master plan shows the southeast corner of 1461 and Coit as retail. We also observe that both 1461 and Coit are planned at 6 lanes, according to the City's comprehensive master plans. We believe that allowing retail operation in the subject property, without first improving the roads to the standards outlined in the master plan, will create a serious safety issue given the high speeds of traffic along 1461 in its current state. We respectfully request that Planning & Zoning Commission not allow the retail component to be built out, until the 1461 and Coit roads are improved to the standards outlined in the Master Plan.
- 2) **Evergreen barriers and screening**, specifically ensuring that an appropriate evergreen screen and fencing is required, and installed on the east side of Coit, in a manner that retains an attractive appearance for our residents that back up to Coit. The east side of Coit already has evergreen screens and appropriate fencing in certain places, for example along the homes in Gentle Creek that back up to Coit. We believe requiring a similar approach further north on Coit along the west boundary of the subject property only makes sense. For example, large wooden fencing as found throughout City of Frisco, is not appropriate in our community along a major roadway like Coit.
- 3) **Reconsidering the minimum 17,500 average lot size** as currently stated in Z14-0004, requiring this to be higher. While we realize this is slightly above the bare minimum threshold lot size for "low density" as defined in the City's master plan, the same plan states "typically speaking, lot sizes within any low density development will range between 15,000 square feet and 1+ acre in size". We believe Planning & Zoning should ensure that this proposal goes beyond adhering to the lowest possible minimum lot size standards. More important is adherence to the overall concept and objective of "low density" which as stated in the master plan is to "provide a continuation of the rural atmosphere and feel that was intensely expressed by Prosper's residents."

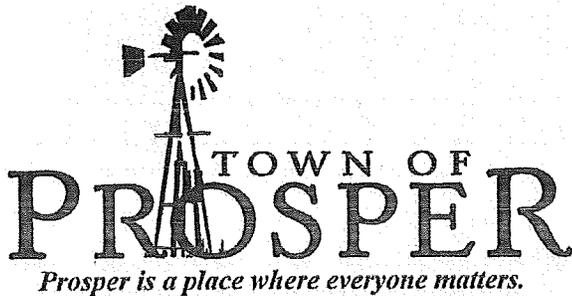
We appreciate the opportunity to provide this feedback and ask that the Planning & Zoning Commission give it due consideration in its decision process.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Beitel', written in a cursive style.

Thomas W Beitel  
President, Highland Meadows HOA

CC: Mark DeMattia – Chair, Planning & Zoning Commission



**DEVELOPMENT SERVICES**

**DEPARTMENT**  
P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

**REPLY FORM**

**SUBJECT:**

Zoning Case Z14-0004: The Town of Prosper has received a request to rezone 29.5± acres from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R).

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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Don L. Edrington  
Name (please print)

1910 Blue Forest Dr  
Address

Prosper, TX 75078  
City, State, and Zip Code

[Signature]  
Signature

3-3-2014  
Date

doned@microsoft.com  
E-mail Address

## Melanie Videan

---

**From:** Don Edrington [Don.Edrington@microsoft.com]  
**Sent:** Monday, March 03, 2014 11:21 AM  
**To:** Melanie Videan  
**Subject:** Rezoning affecting Highland Meadows  
**Attachments:** P&Z\_form\_back.pdf; Randy\_White\_Rezoning.pdf; PZ\_form\_front (2).pdf

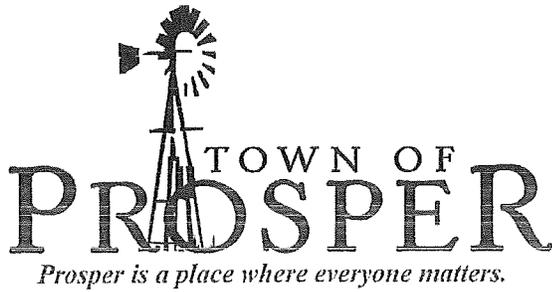
Please see attached signature form opposing the PZ changes to the corner of Coit & Frontier Parkway

- o **Safety.** The Coit-Frontier Road intersection may be the most dangerous in Prosper. One Highland Meadows owner was T-boned and flipped into the ditch less than a month ago. Acres of Retail will add many more people driving through that intersection. What plan does the Commission have for managing increased traffic in the area?
- o **The is no current retail on 1461.** While Prosper needs retail, the question would be is this where we want it to start and if so, how would we suggest it look?
- o Areas East, West and South of the Acreage is currently zoned **Low Density Residential.** In addition to almost 12 acres of retail that will run up to the corner of Highland Meadows on Coit, the request is to also add more than 15 acres of Single family detached dwellings on 100 x 150 lots with a minimum of 1800 sq' homes.

### Don L. Edrington

US Devices Solution Specialist - Central Region US (TX OK, AR)  
Microsoft Corporation, 7000 S.H. 161, Irving, TX 75039

Office: 469.775.2052 | Email: [doned@microsoft.com](mailto:doned@microsoft.com) | 

**DEVELOPMENT SERVICES****DEPARTMENT**

P.O. Box 307

Prosper, TX 75078

Phone: 972-346-3502

Fax: 972-347-2842

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 I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

*traffic congestion,  
 traffic safety issues, additional crime as  
 non-residents are brought past our  
 neighborhoods, noise, light, property values, etc.*

David Snyder  
 Name (please print)

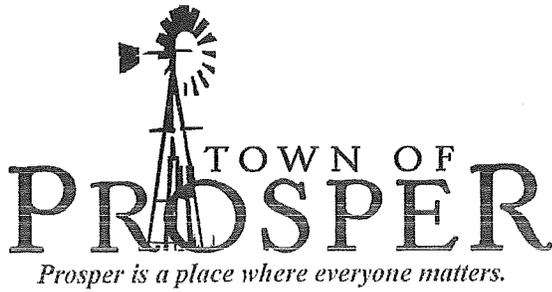
1791 Sand Creek Dr  
 Address

Prosper 75078  
 City, State, and Zip Code

*David Snyder*  
 Signature

3-4-14  
 Date

*dmasnyder@ad.com*  
 E-mail Address



**DEVELOPMENT SERVICES**  
**DEPARTMENT**  
 P.O. Box 307  
 Prosper, TX 75078  
 Phone: 972-346-3502  
 Fax: 972-347-2842

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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): traffic congestion,  
traffic safety issue, additional crime as  
non-residents are brought past our neighborhoods,  
noise, lights, property values, etc....

Michelle Snyder  
 Name (please print)  
1791 Sand Creek Dr  
 Address  
Prosper TX 75078  
 City, State, and Zip Code

[Signature]  
 Signature  
02/03/14  
 Date  
dmasnyder@aol.com  
 E-mail Address



*Prosper is a place where everyone matters.*

**DEVELOPMENT SERVICES**

**DEPARTMENT**

P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

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I OPPOSE the request as described in the notice of public hearing.  
 I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

safety of residents - not equipped for commercial commerce.

property values will decline with the addition of commercial real estate and/or smaller lots for residential.

Michele Haugh  
Name (please print)

18601 Crosswind Lane  
Address

Prosper, TX 75078  
City, State and Zip Code

M Haugh  
Signature

3-8-14  
Date

michhaugh@comcast.net  
E-mail Address

March 19, 2014

Mayor Ray Smith and Council Members  
Town of Prosper  
Prosper Municipal Chambers  
108 W. Broadway Street  
Prosper Texas 75078

MAR 25 2014

Dear Mayor Smith, Councilman Korbuly, Councilman Dugger, Councilman Vogelsang, Councilman Miller, Councilman Wilson, and Councilman Dixon,

My name is Tom Strawmyer, and along with my wife Patty, we are residents of Prosper in the Gentle Creek Place subdivision. We write to you as we are deeply concerned with current attempts to change neighboring zoning which we firmly believe would *contradict*, rather than preserve, our Town's history, culture and resources and respectfully, would *not manage growth sensibly and responsibly*. These attempts are in connection to the proposed re-zoning request relative to the property located at the corner of Coit and Frontier of approximately 29 +/- acres from its current Agricultural designation to a combination of Retail (of approximately 13 +/- acres) and Residential (of approximately 16 +/- acres), Zoning Case No. Z14-0004/Z14-0001 (collectively, "Coit-Frontier Rezoning Request").

Respectfully, we are adamantly opposed to such re-zoning efforts. Our opposition is two-fold; such being objections to both re-zoning attempts to:

- (a) Convert property totaling a *staggering* 13 +/- acres (and warned by the developer to seek up to 29 +/- acres) to unfettered Retail, as well as
- (b) Permit *non*-Planned Development ("PD") residential property into the broad northwest region of Prosper, which by its design compels maximum levels of zoning scrutiny.

**We therefore respectfully request that in the upcoming Town Council meeting you vote to deny the Coit-Frontier Rezoning Request with prejudice, pursuant to Town of Prosper Zoning Ordinance Chap 1. §8.5D.**

Our reasons are too numerous to fully include in this communication, but all are grounded in our Town's Vision Statement, being: "*...Prosper is a community committed to excellence. It is a high quality, family oriented community maintaining a visually aesthetic open feel with quality commercial development directed to the Town's major transportation corridors all while maintaining strong fiscal responsibility...*". These concerns, as well as those to be voiced at the upcoming Council meeting, serve as well-reasoned and thoughtful concerns which: (a) directly affect the safety of Prosper residents, and (b) future growth (and the associated timing thereof) that coincides with existing development patterns and does not negatively impact the integrity of existing neighborhoods (ref. CP at pg. 28):

**(a) Deep Safety Concerns: Proposed Retail Location is Unsafe.**

- (1) *Dangerous Intersection*. Without question, the intersection of Coit Road and Frontier is, and has been, exceptionally dangerous. Each being two-lane roads, Frontier (state-funded) having maximum speeds of 55 MPH, large ditches on either side of the road, relatively hilly terrain which impairs visibility, and but for some churches and a private school location, the entire stretch from Custer to Preston consists of residential and agricultural property; while Coit (town-funded) having maximum speeds of 45 MPH, numerous stop (signs), relatively hilly terrain which impairs visibility, and but for some light retail (including a veterinarian office), the entire stretch from First to Frontier consists of essentially low-density single family homes. *The intersection of these two roads is, and has been, a recipe for personal and property damage, including loss of life.*
- (2) *History of Accidents*. By both Prosper and Celina police records, the numbers are staggering. Over the last approximately two (2) years, there have been nineteen (19) accidents, ranging from major accidents (where CareFlight was brought-in and often where the Prosper EMS was brought-in) to minor accidents where no human injuries were sustained. Other long-time residents know of multiple other prior accidents where CareFlight was brought in as well as fatalities.
- (3) *Road to the High School*. Frontier serves as one of two primary roads providing direct access to Prosper High School. Moreover, "*...Prosper contains a large number of married-couple households and households with children under the age of 18...*" (Comprehensive Plan at page 6). As a natural consequence, children of Prosper ISD (i.e.,

**Objection to Proposed Re-Zoning (Coit & Frontier)** (cont.)

incl. south of Frontier and east of Coit) will be utilizing Frontier passing through the intersection with Coit on an ever growing basis. This unique characteristic of the driver/passenger composition of vehicles traveling past this intersection is difficult to dispute and must be taken into account.

- (4) *Comprehensive Plan Guidance*. Moreover, and consulting the Comprehensive Plan (as a guide it is statutorily intended to be): (a) as regards future land use as, "...the right of a municipality to coordinate growth is rooted in its need to protect the...safety, and welfare of local citizens..."; and likewise, as regards transportation decisions, "...transportation decisions do not exist within a vacuum, but are directly related to decisions regarding land use and building form. Therefore, the ultimate objective of this Plan is to create a balanced transportation system within Prosper which provides for the safe mobility of residents..." (CP p.75). Further, the Comprehensive Plan itself recognizes a weakness of Frontier, that being its inability to handle any additional traffic pressure: "...While peak volumes are relatively low on Coit and Custer Roads, the narrow roadway sections contribute to the reduction in operational service..." (CP p.69) and by implication, safety.

In short, the proposed rezoning to retail requested under the Coit-Frontier Rezoning Request sits on a dangerous location with a long history of accidents ripe for the possibility of having a higher than usual mix of high school aged children as drivers and as passengers. *Placing any additional traffic pressure resulting from this proposed significant level of retail zoning on this intersection does not provide for the safety of Prosper residents* (and a number of its high school students). Respectfully, the duties of the Council specifically include the providing of, and promoting for, the safety of Prosper residents. Denial of the Coit-Frontier Rezoning Request will satisfy in part, those duties.

**(b) Does Not Provide for Sensible and Responsible Growth.**

- (1) *Not Consistent with Community Goals*. Community goals are created to direct the formation of the Comprehensive Plan and are intended to provide a framework for the creation of applicable and economically feasible land use decisions and special districts. Such goals for which the Coit-Frontier Rezoning Request stands in direct contravention include:

- (i) Coit-Frontier Rezoning Request *does not* protect the quality and integrity of Prosper's neighborhoods;
- (ii) Coit-Frontier Rezoning Request *does not* require high-quality and visually attractive architectural characteristics in both residential and non-residential developments, as it appears that non-Neighborhood Services would be placed on the property and non-PD residential development would occur, each being in stark contrast to the existing characteristics of the northeast corner of Prosper; and
- (iii) As indicated above, the Coit-Frontier Rezoning Request most certainly *does not* lead to the development of quality, open roadways that enhance the Town's rural image, are compatible with adjacent development and provide safe and convenient traffic movements (CP p.25).

- (2) *Comprehensive Plan is Just a Guide*. Without diminishing the value of the Comprehensive Plan, it is a guide and tool to be consulted for the long-range development of a municipality, like Prosper, and does not limit the ability of a municipality to prepare other plans, policies, or strategies as required and does require that notice be provided stating that a comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries. *In zoning matters, other factors are to be considered, and the premise that as long as it is on the Comprehensive Plan, then nothing can be done to resist or question an application that purports to comply with such plan is both erroneous and absolutely mistaken*. The comprehensive plan for the Town of Prosper is intended solely as a guide to direct future development decisions made by Town staff, elected officials and all other decision makers (CP p.1) or in other words, it is *not* a zoning ordinance, but rather is intended to be used as a tool to guide development, infrastructure and land use decisions in the future (CP p.27).

**(3) Coit-Frontier Corner as Retail Not Consistent With the Comprehensive Plan**

- (i) Per the Comprehensive Plan, neighborhood services typically include retail establishments that provide *merchandise for retail sale, banks, neighborhood office and small medical offices*. Within Prosper, neighborhood service uses will likely occur at major intersections along the Dallas North Tollway, Highway 380 and Preston Road corridors. Neighborhood service uses *should also be strategically placed* along the Town's perimeter in order to attract patrons from neighboring communities, enhancing sales tax revenue opportunities. *"The majority of neighborhood service activity within Prosper will likely be included within the Dallas North Tollway, Highway 380, Town Center and Old Town districts"* (CP p.30). The Coit-Frontier

**Objection to Proposed Re-Zoning (Coit & Frontier)** (cont.)

Rezoning Request, with its 13 +/- acres, coupled with the threat by the developer to seek all 29 +/- acres as retail, stands in absolute opposition to both the type of retail and the strategic nature of any retail indicative of the major areas of activity.

- (ii) Per the Comprehensive Plan, the importance of Retail/Neighborhood Service areas away from the major districts will likely serve the internal needs of Prosper, "providing less intensive services to adjacent residential neighborhoods." Additional retail/neighborhood services zoning "outside of the Dallas North Tollway, Town Center and Highway 380 districts should be carefully considered in order to avoid an oversupply of retail zoning" (CP p.92). In the complete opposite of such guidance, the Coit-Frontier Rezoning Request would place intensive retail services in a residential area years and years before the four major retail districts have even remotely begun to be developed.
- (iii) Per the Comprehensive Plan, gateway size and design should consider traffic, traffic speeds land use context. In Prosper, primary gateways will be located along the Dallas North Tollway, Highway 380, Preston Road and the "corners" along the Town's perimeters. "Secondary gateways may be located along Coit, Legacy, Teel, Lovers Lane, Gee and other minor entrances into Prosper." The Coit-Frontier corner may someday be developed as a minor entrance into Prosper (CP p.63). It is not today and is not slated to be a major gateway, yet the Coit-Frontier Rezoning Request would impose otherwise.
- (iv) Per the Comprehensive Plan, the design of gateways into the Town of Prosper should be guided by several factors. One of the most obvious factors is the number of people using a particular entry point. Another important factor in the design of gateways is to develop an entryway that provides a sense of identity for the community while projecting a desirable image for the Town. Minor gateways could be specific to the individual neighborhood, reflecting the distinct character of each area (CP p.62). Accordingly and in light of the enormity of the proposed retail acreage, the Coit-Frontier Rezoning Request is *not* conducive to a minor gateway point which is not a high population or travel density area, would not provide a desirable image for the Town, and would not be indicative of an individual neighborhood (re: pg. 76).
- (4) *Timing.* Per the Comprehensive Plan, Preston Road, Highway 380 and the future Dallas North Tollway are the major arterial roadways within the community. As development occurs, Teel Parkway, Legacy Drive, Coit Road, FM 1385/Gee Road and Custer Road will grow in importance and will provide additional north-to-south corridors within the community (CP p.10). By implication, the clear intent is that as the four major retail districts are developed, THEN the lesser regions, like Coit/Frontier will be developed. Not now.
- (5) *364 Versus 757.* As indicated in the Comprehensive Plan, a total of 364 acres of retail-designated property is "recommended by the economic analysis" (CP p.89). However, the Plan further postulates that the Town "could potentially accommodate" up to 757 acres of such retail property, such being based upon the amount of additional tax revenue speculated to be generated by drawing from non-resident travelers. However, the Comprehensive Plan further elaborated that the consequences of an oversupply of retail may include: • Vacant, underutilized land; • Lower rental rates leading to undesirable uses; • Pressures for additional multifamily to fill vacant parcels; and • Blighted corridors (CP p.89). Just look at large parts of Plano. Now is *not* the time to start filling retail anywhere outside of the major retail districts. The problem is that once you over-build retail, the course is set and cannot be reversed. This certainly is not the community character of the Town envisioned to "preserving a small-town rural feel" (CP p.40).
- (6) *Coit-Frontier Corner as Retail Not Part of the Comprehensive Plan.* Premised on a belief of simple error, the Comprehensive Plan does not clearly establish the corner of Coit and Frontier to be deemed a property for which future retail may be potentially zoned and respectfully, should be an issue subject to further scrutiny. On its face, the Coit-Frontier corner is *not* identified as a future land use of retail in the 2012 Comprehensive Plan (CP p.Eiii), noting that it was included in Plate 2. This conclusion is derived directly from the lack of emphasis given this location relative to other major retail areas (i.e., noting that the 13 +/- acres under application or the 29 +/- acres being threatened, coupled with the revelation by the developer that they were in discussions with the big-box Aldi grocery chain would reasonably qualify as major retail status). Further, per the Comprehensive Plan:
- (i) The Coit-Frontier corner was not identified as a possible future use of retail location in the 2004 Comprehensive Plan (CP p.13);

**Objection to Proposed Re-Zoning (Coit & Frontier)** (cont.)

- (ii) A sensitivity analysis was conducted to assess network impacts with select roadways not to full build out. Specifically, the north-south thoroughfares of Teel Parkway, Legacy Drive, and “Coit Road were evaluated under a 4-lane scenario (all other Major Thoroughfares to 6-lane). The analysis revealed sufficient capacity of the network to be available at <year> 2035. While ultimately, these specific roadways may need to be built to six lanes, a phased approach to facility implementation could be undertaken” (CP p.70). By implication, there was a recognition that Coit (at Frontier) would not be developed as retail in sufficient degree (i.e., 13+/- acres, or the threatened 29+/- acres) to rise to a six-lane need (i.e., which could reasonably be required for purposes of supporting such a large retail presence); and
  - (iii) No Water Line Improvements were designated from year 2011 to year 2021 (pg. 96). How could this be possible without taking into consideration up to a possible 29 +/- acres of retail?
- (7) *Not Consistent with Community Character.* As noted herein and above there are two separate and non-consistent future land use maps (i.e., both contained in the same document, one being part of the document, the other being a referenced exhibit to the document). On the basis that the map included in the Comprehensive Plan at page Eiii is correct and that this Coit-Frontier corner is not a site designated for possible future retail use, then review of development proposals that do not directly reflect the purpose and intent of the land use pattern should include the following considerations:

<i>Considerations</i>	<b>As Applied to the Coit-Frontier Rezoning Request</b>
<i>Will the proposed change enhance the site and the surrounding area?</i>	No, for the reasons stated herein.
<i>Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?</i>	No. As indicated below, the original use (2004) as well as subsequent use (2012) use did not include this corner as available for retail zoning.
<i>Will the proposed use impact adjacent residential areas in a negative manner?</i>	Yes, for the reasons stated herein.
<i>Will the proposed use be compatible with and/or enhance adjacent residential uses?</i>	No, for the reasons stated herein.
<i>Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?</i>	No, for the reasons stated herein (i.e., the entire north east region is essentially low-density single family homes, church(es), and farm animals).
<i>Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?</i>	No, absolutely not, as indicated and described above.
<i>Would it contribute to the Town’s long-term economic stability?</i>	No, for the reasons stated herein.

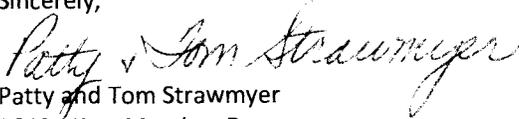
Development proposals that are inconsistent with the Future Land Use Plan map (or that do not meet its general intent) should be reviewed based upon the above questions and should be evaluated on their own merit (CP p.64). As such, the Coit-Frontier Rezoning Request should be given its due scrutiny.

**Objection to Proposed Re-Zoning (Coit & Frontier)** (cont.)

In summary, the Coit-Frontier Rezoning Request question seems to turn on whether we as residents wish to have Prosper look more like Southlake (with its long-term thoughtfully located retail areas) or like Plano (where there seems to be a never-ending supply of vacate unrented closed retail at every corner). To quote the Comprehensive Plan: "...In Prosper, residents have clearly identified that the rural, open spaces of the community are a defining feature of Prosper, particularly defining when compared with other North Dallas suburbs such as Frisco, Plano, McKinney and Little Elm..." (CP p.61).

Please accept our sincere appreciation for your thoughts and consideration of our concerns. We love Prosper. This is our home and we wish for her to retain her rural character while concurrently managing the inevitable growth she will continue to experience. As always, should you have any questions or need any additional information, please do not hesitate to contact us at any time.

Sincerely,



Patty and Tom Strawmyer  
2640 Misty Meadow Dr.  
Prosper, TX 75078-9745



**MINUTES**  
**Regular Meeting of the**  
**Prosper Planning & Zoning Commission**  
 108 W. Broadway St., Prosper, Texas  
 Town of Prosper Municipal Chambers  
 Tuesday, March 4, 2014, 6:00 p.m.

**1. Call to Order / Roll Call.**

The meeting was called to order at 6:02 p.m.

Roll call taken by Melanie Videan, Planning Technician.

Commissioners present included: Chair Mark DeMattia, Vice Chair Mike McClung, Secretary Rick Turner, Bruce Carlin, Craig Moody, Bill Senkel, and Chris Keith.

Staff present included: Chris Copple, Director of Development Services; Alex Glushko, Senior Planner; and Melanie Videan, Planning Technician.

**2. Recitation of the Pledge of Allegiance.**

**CONSENT AGENDA**

Carlin pulled the second 3e item regarding at site plan for Rogers Middle School Temporary Buildings.

- 3a. Consider and act upon minutes from the following Planning & Zoning Commission meeting:**
- February 18, 2014 Regular Meeting
- 3b. Consider and act upon a site plan for Reynolds Middle School Temporary Buildings, on 74.0± acres, located on the east side of Coleman Street, 1,600± feet south of Prosper Trail. The property is zoned Single Family-15 (SF-15). (D14-0003).**
- 3c. Consider and act upon a site plan for Rucker Elementary Temporary Buildings, on 20.0± acres, located on the west side of Craig Road, 400± feet south of First Street. The property is zoned Single Family-15 (SF-15). (D14-0004).**
- 3d. Consider and act upon a site plan for Folsom Elementary Temporary Buildings, on 10.0± acres, located on the southeast corner of Livingston Drive and Somerville Drive. The property is zoned Planned Development-6 (PD-6). (D14-0005).**
- 3e. Consider and act upon a site plan for Cockrell Elementary Temporary Buildings, on 12.1± acres, located on the southwest corner of Escalante Trail and Prosper Trail. The property is zoned Planned Development-9 (PD-9). (D14-0006).**
- 3e. Consider and act upon a site plan for Rogers Middle School Temporary Buildings, on 34.4± acres, located on the northeast corner of Coit Road and Richland Boulevard. The property is zoned Planned Development-25 (PD-25). (D14-0007).**

### Discussion

*Carlin:* Concerned with the location of the temporary buildings, which forces students to walk across a parking lot. Suggested locating the temporary buildings along the south side of the school since exit doors exist on that side of the main building. Asked applicant if tabling the item would be acceptable.

*Danny Roberts (applicant):* Noted the temporary buildings were placed according to water and sewer line locations, but tabling the item would allow him to inquire with the superintendent about relocating the temporary buildings.

*DeMattia:* Inquired about the hashed property lines in the southern portion of the site plan.

*Copple:* Explained a replat would be required to join the school's lot and the adjoining lot to become one lot in the future.

Motioned by Carlin, seconded by Keith to table a site plan for Rogers Middle School Temporary Buildings, on 34.4± acres, located on the northeast corner of Coit Road and Richland Boulevard. Motion approved 7-0 at 6:09 p.m.

- 3f. Consider and act upon a preliminary plat of Preserve at Doe Creek, being 120 single family residential lots on 47.6± acres, located on the south side of Fishtrap Road, 1,400± feet east of F.M. 1385. The property is zoned Planned Development-53 (PD-53). (D14-0008).**

Motioned by Carlin, seconded by McClung to approve the balance of the consent agenda subject to staff's recommendations. Motion approved 7-0 at 6:03 p.m.

### REGULAR AGENDA

- 4. Conduct a Public Hearing, and consider and act upon a request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R). (Z14-0004).**

### Summary

*Glushko:* Summarized the zoning of surrounding properties and the request to rezone. Confirmed the request is in conformance with the Future Land Use Plan (herein called the FLUP), which suggests retail and neighborhood service uses for the southeast corner of Coit Road and Frontier Parkway. Explained the FLUP shows retail and neighborhood services uses for the entire property; however, the applicant's request includes a single family residential buffer, separating the requested retail area from the Gentle Creek lots and the property to the east. Informed notification was given in accordance with state law, and the Planning Division received 22 public hearing notice reply forms, all in opposition, though only 7 replies were from property owners inside the 200 foot buffer zone of the subject property. Recommended approval.

### Discussion with Staff

*McClung:* Asked for confirmation that the request is for straight zoning, not a planned development (herein called a PD).

*DeMattia:* Asked for confirmation that Exhibit A will be included in the adopted ordinance. Inquired where the current home sits on the property and how many lots can fit inside the 16 acre single family residential tract.

*Carlin:* Responding to DeMattia, noted his estimation that lots may be approximately 166 feet wide by 150 feet long, leaving a pad site of 90 feet by 90 feet. Inquired about setbacks.

*Glushko:* Addressing McClung, confirmed the request is for straight zoning. Answering DeMattia, showed the current home's location on the aerial exhibit, noted the minimum lot size for the single family residential tract is 17,500 square feet, and informed Exhibit A would be included in the adopted ordinance. To Carlin, cited the setback standards for the Single Family-17.5 district.

Motioned by Carlin, seconded by Turner to open the public hearing. Motion passed 7-0 at 6:16 p.m.

#### Public Hearing Discussion

*Mardy Brown (applicant):* Relayed his client wishes to provide a buffer between his current neighbors and the retail area, hence the requested residential area. Noted intentions to mimic the Gentle Creek lots in size; therefore, the lot count for the residential area is approximately 34.

*Carlin:* Noted the Gentle Creek lots south of the subject property are approximately 19,000 to 20,000 square feet and questioned the applicant's choice of Single Family-17.5. Preferred larger rear and side setbacks and inquired with staff if the Commission can require larger setbacks.

*Brown:* Addressing Carlin, informed that Single Family-17.5 was the best choice to match the Gentle Creek lots, as 17,500 square feet for a lot is the minimum. Noted a 90 foot by 90 foot pad site will allow for homes comparable to those in Gentle Creek.

*Copple:* Answering Carlin, informed the Commission may only require larger setbacks if the request is a PD.

*McClung:* Asked applicant for development timeframe and inquired about screening between the retail and proposed residential area.

*Carlin:* Asked applicant if a subdivision entry sign will be constructed and inquired about elevation changes and fencing.

*Brown:* Responding to McClung, preferred to keep timeframe options open and that screening will be in accordance with the Town's Zoning Ordinance. To Carlin, confirmed a residential entry sign will be constructed, the elevation change is minimum, and fencing requirements will be in accordance with the Town's Zoning Ordinance.

*David Snyder (Gentle Creek resident):* Opposed the request to rezone. Cited the following concerns: 1) noise level at night, 2) increased traffic, 3) bright lights, 4) the intersection being incapable of supporting retail, 5) the wide variety of retail uses permitted by the Zoning Ordinance, 6) big box and/or neighborhood market retail being located at the intersection, especially without knowing what will be located on the Celina side of Frontier Parkway. Commented the 2004 Future Land Use Plan did not show retail on the subject corner, and residents moved there looking for quality of life. Reminded Commission the FLUP is a proposal, not an ordinance. Noted the Tollway Corridor, 380 Corridor, and Old Town Core Districts are more appropriate for retail uses. Stated the request for retail on the subject corner may be more appropriate after all other retail-zoned properties in town are developed.

*Carlin:* Asked applicant about potential types of retail.

*Brown:* Assured big box retail is not being considered, but one option could be a mid to small-sized grocer, as such sized retail services are better fitted for the neighborhood services category, while Preston Road is more appropriate for intense uses.

*Dana Pelan (Gentle Creek resident):* Concerned about the increase in traffic accidents, as the Coit/Frontier intersection already experiences numerous accidents. Questioned the need for retail on this corner, given the existing retail zones a small distance south on Coit Road. Asked the Commission to review the Comprehensive Plan. Also noted the retail area is large and the back of a retail building will not be attractive for the residents to view from their homes.

*Michael Kays (Highland Meadows resident):* Noted Coit Road's speed limit is 45 miles per hour and Frontier Parkway is 60 miles per hour. Informed he has seen CareFlight numerous times at that intersection, recently pulled a friend out of the ditch, and currently has an open records request submitted with the Town to research how many accidents have occurred at that intersection in the past three years. Recited pages from the Comprehensive Plan that support the residents' beliefs that retail should not be placed on the subject corner. Commented that 2% of retail space on the subject corner isn't worth the risk of more accidents.

*John Sefcik (Gentle Creek HOA member):* Asked Commission to delay the applicant's request, as the intersection is dangerous and residents would like to review housing designs.

*Theresa Williams (Gentle Creek resident):* Voiced the following concerns: 1) safety of intersection, 2) traffic congestion, 3) lack of buffer between Gentle Creek residents and proposed residential area, and 4) that 17,500 square foot lots are too small for the area.

*Heather Jones (Highland Meadows resident):* Concerned about one acre lots being too close to retail without a buffer and with bright lighting. Also concerned about the dangerous intersection.

*Scott Clayton (Gentle Creek resident):* Concerned about traffic safety, as he has witnessed about one accident a month. Preferred the following: 1) larger residential lots, 2) a larger buffer, 3) larger setbacks, 4) single story homes in the proposed residential area, 5) upgraded fencing, and 6) to see proposed home elevations.

*Carlin:* Asked Mr. Clayton if there is a wrought iron fence between the Gentle Creek residences and the subject property.

*Clayton:* Confirmed the current fencing is wrought iron.

*David Cochran (Highland Meadows resident):* Questioned the property owner's timing to rezone the property to retail. Concerned about the safety of the intersection.

*Jianming Zheng (adjacent property owner):* Shared the concerns of the previous speakers, noting specifically that retail will increase traffic counts at the intersection and create a more dangerous intersection.

Motioned by Carlin, seconded by Moody to close the public hearing. Motion passed 7-0 at 6:44 p.m.

#### Commission Discussion

*McChung:* Asked staff what the minimum lot size and dwelling size is for Gentle Creek.

*Glushko:* Answering McClung, noted Gentle Creek has subzones, a couple of which with 2,750 square feet and 3,500 square feet minimum.

*DeMattia:* Asked staff questions about Frontier Parkway and temporary turn lanes.

*Copple:* Informed of the following: 1) Coit Road and Frontier Parkway are planned as 6 lane divided thoroughfares; 2) Frontier Parkway is owned and maintained by TxDOT; 3) TxDOT is responsible for the speed limit and/or a stop light, and requires certain warrants to be met; and 4) When retail is developed at the subject corner, the Town's Engineering Department will work with TxDOT to ensure driveways, median openings, turn lanes, et cetera meet the design criteria. Regarding temporary turn lanes, stated they are not a TxDOT requirement, but a Traffic Impact Analysis will be required by TxDOT for the driveway opening.

*Carlin:* Commented the retail area is distanced from the Gentle Creek residents, and once developed, speed limits will likely be lowered but acknowledged the current speed limit does create a hazard. Preferred larger setbacks and for the request to be a PD. Voiced non-support if the request does not change to a PD.

*Brown:* Preferred to keep the request as straight zoning. Reiterated the proposed residential area is meant to serve as a buffer to the Gentle Creek residents. Noted market conditions will determine the dwelling size and that roadway conditions such as speed limit and traffic signals are engineering issues, not zoning issues.

*Senkel:* Appreciated the applicant's willingness to work with residents and provide distanced between the retail area from the Gentle Creek residents. Noted that 10 years from now, the subject corner will be retail and the Comprehensive Plan supports such a use. Voiced support, but maintained reservation regarding the intersection safety issue.

*McClung:* Voiced support. Acknowledged the applicant could've requested retail for the entire property, according to the FLUP; therefore, the residential buffer is an acceptable concession. Believed the residential area will be compatible with the Gentle Creek lots and elevations. Commented the Commission cannot address safety issues, as those must be investigated by the Town's Engineering Department and TxDOT. Reiterated the Commission's task.

*Turner:* Voiced confliction – while the current FLUP shows retail on the subject corner, the 2004 FLUP did not. Noted the Town does not want retail on all corners, as one sees in Frisco and Plano. Supported the proposed land use and buffer between the retail area and the Gentle Creek residents. Believed the developer will not build homes that will devalue their investment or the investment of neighboring property owners.

*Keith:* Noted intersection safety concern but that they'll likely be solved in time. Liked the residential buffer, and commented that the request conforms to the FLUP.

*Moody:* Concerned about the intersection's safety. Agreed the Commission's task involves land use, not engineering issues. Commented the request conforms to the FLUP. Believed market conditions will dictate home sizes, but preferred subdivision signage and setbacks be held to a higher standard. Also preferred the request be altered to a PD.

*DeMattia:* Thanked the residents for attending and participating in the discussion. For the audience, explained the concepts of straight zoning versus a PD, the process of zoning approval, and Commission's role in that process. Informed that with the public hearing notice reply forms calculating to over 20%

opposition, the applicant will need a super majority vote from Council to have the request approved. Supported tabling the item to allow communication between the applicant and the neighboring residents.

*Carlin:* Asked applicant why he prefers to not alter his request to a PD.

*Brown:* Answering Carlin, explained that PDs allow for negotiations, and negotiations can hinder a property's ability to be successfully developed. Cited Saddle Creek Commercial as an example and noted he's seen such examples in other cities. Assured the property owner does not wish to damage his own residential investment, and will therefore not allow unattractive retail. Stated the standards in the Town's zoning districts should be adequate.

*Copple:* Explained the zoning on the subject property at the time the FLUP was created.

Motioned by Carlin, seconded by DeMattia to table item 4 to the March 18, 2014 Planning & Zoning Commission meeting. Motion failed 3-4 at 7:10 p.m. with Commissioners Senkel, McClung, Turner, and Keith in opposition to the motion.

Motioned by McClung, seconded by Senkel to approve a request to rezone 29.5± acres, located on the southeast corner of Coit Road and Frontier Parkway, from Agricultural (A) to 16.2± acres of Single Family-17.5 (SF-17.5) and 13.3± acres of Retail (R). Motion approved 5-2 with Carlin and Moody being in opposition to the motion.

Moody cited no issues with the proposed land use, but preferred additional restrictions on architectural design and permitted uses. Carlin also had no issues with the proposed land use, but preferred the applicant work with the surrounding homeowners and alter the request to a PD so lot sizes, setbacks, and permitted uses can be addressed.

*Copple:* Informed the audience and Commission that a public hearing for this request will be held at the March 25, 2014 Town Council meeting.

5. **Conduct a Public Hearing, and consider and act upon a request to rezone 878.9± acres, located on the southeast and southwest corners of Prosper Trail and Dallas Parkway, from Planned Development-3 (PD-3), Planned Development-14 (PD-14), Planned Development-23 (PD-23), Planned Development-34 (PD-34), Single Family-10 (SF-10), Single Family-12.5 (SF-12.5), Office (O), and Commercial Corridor (CC) to Planned Development-Single Family/Office/Retail (PD-SF/O/R). (Z13-0018).**

#### Summary

*Copple:* Relayed applicant's request to table items 5 and 6 to the March 18, 2014 Planning & Zoning Commission meeting.

Motioned by Carlin, seconded by McClung to table item 5 to the March 18, 2014 Planning & Zoning Commission meeting. Motion approved 7-0 at 7:14 p.m.

6. **Conduct a Public Hearing, and consider and act upon a request to rezone 621.1± acres, located on the northeast and northwest corners of U.S. 380 and Preston Road, from Planned Development-2 (PD-2), Planned Development-3 (PD-3), Planned Development-13 (PD-13), Agricultural (A), and Single Family-15 (SF-15) to Planned Development-Single Family-10/Townhome/Multifamily/Office/Retail/Commercial/Industrial (PD-SF-10/TH/MF/O/R/C/I).**

Motioned by Carlin, seconded by McClung to table item 6 to the March 18, 2014 Planning & Zoning Commission meeting. Motion approved 7-0 at 7:14 p.m.

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

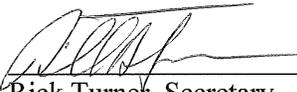
There was no discussion on this item.

**8. Adjourn**

Motioned by Keith, seconded by Carlin to adjourn. Motion approved 7-0.

Meeting was adjourned at 7:15 p.m.

  
Melanie Videan, Planning Technician

  
Rick Turner, Secretary



## PLANNING

**To:** Mayor and Town Council  
**From:** Chris Copple, AICP, Director of Development Services  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – April 8, 2014

**Agenda Item:**

Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a Child Day Care Center, on 2.3± acres, located on the east side of Coit Road, 800± feet north of First Street. The property is zoned Retail (R). (S14-0001).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Retail	Undeveloped Land	Retail & Neighborhood Services
<b>North</b>	Planned Development-18-Single Family	Single Family Residential (Greenspoint)	Low Density Residential
<b>East</b>	Planned Development-18-Single Family	Single Family Residential (Greenspoint)	Low Density Residential
<b>South</b>	Retail	Undeveloped Land	Retail & Neighborhood Services
<b>West</b>	Single Family-15	Future Community Park	Low Density Residential

**Requested Zoning** – S14-0001 is a request for a Specific Use Permit (SUP) for a Child Day Care Center, on 2.3± acres, located on the east side of Coit Road, 800± feet north of First Street. The property is zoned Retail (R).

The attached Exhibit B shows the proposed layout which consists of a 1-story, 16,357-square-foot building, and 54 parking spaces allowing for up to 300 students and 20 teachers. The attached Exhibit C shows a 15-foot landscape setback and a solid living screen, in lieu of a masonry wall, consisting of 1 large evergreen tree, planted on 30-foot centers, 3-inch caliper minimum at the time of planting, and evergreen shrubs, planted on 6-foot centers, 45-gallon and 8-foot in height at the time of planting along the north and east property lines. The attached

Exhibit D shows a conceptual rendering depicting the architectural look and style of the building, and any future development will be required to meet the non-residential design and development standards of the Zoning Ordinance.

The Zoning Ordinance contains four criteria to be considered in determining the validity of a SUP request. These criteria, as well as staff's responses for each, are below:

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

The surrounding properties are single family residential uses to the north and east, undeveloped land zoned for retail uses to the south, and undeveloped land owned by the Town and designated as a future community park to the west. Child Day Care Centers are typically located either in, or adjacent to, single family residential districts. Therefore, the proposed use is harmonious and compatible with the surrounding existing and proposed uses.

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

The activities requested by the applicant, as shown on Exhibit B, are normally associated with the use of a Child Day Care Center.

*3. Is the nature of the use reasonable?*

The property is zoned Retail (R) and the Future Land Use Plan (FLUP) recommends Retail & Neighborhood Service uses for the property. The proposed use is a neighborhood service use, which conforms to the FLUP. Therefore, the nature of the use is reasonable.

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

The attached Exhibit B shows a 30-foot building setback for a Retail district, adjacent to the single family residential district. The attached Exhibit C shows a 15-foot landscape setback and solid living screen, consisting of 1 large evergreen tree, planted on 30-foot centers, 3-inch caliper minimum at the time of planting, and evergreen shrubs, planted on 6-foot centers, 45-gallon and 8-foot in height at the time of planting along the north and east property lines. In addition to the 15-foot landscape buffer, there is a 15-foot sanitary sewer easement along the west side of the 15-foot landscape setback, which creates an increased buffer area. The impact on the surrounding area has been mitigated.

The proposed Child Day Care Center use is harmonious and compatible with the surrounding existing uses and the proposed uses in the Retail & Neighborhood Services District. The impact on the surrounding area has been mitigated. Therefore, this request satisfies the Town's criteria for SUP approval.

Future Land Use Plan – The property has direct access to Coit Road, a future six-lane divided thoroughfare. The SUP exhibit complies with the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water service has been extended to the property and sanitary sewer service will have to be extended to the property either before or with development.

Access – Access to the property is provided from Coit Road. Adequate access is provided to the property.

Schools – This property is located within the Prosper Independent School District (PISD). It is not anticipated that a school site will be needed on this property.

Parks – It is not anticipated that this property will be needed for the development of a park.

Environmental Considerations – There is no 100-year floodplain located on the property.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by state law. Town staff has received one public hearing notice reply form in opposition to the request; however it is from a property owner located outside two hundred feet (200') from the subject property.

**Attached Documents:**

1. SUP Exhibit A, B, C, and D.
2. Zoning map of surrounding area.
3. Public hearing notice reply form.

**Planning & Zoning Commission Recommendation:**

At their March 18, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve a request for a Specific Use Permit (SUP) for a Child Day Care Center, on 2.3± acres, located on the east side of Coit Road, 800± feet north of First Street, by a vote of 6-0, subject to the following: 1) the front façade facing Coit Road shall be 100% stone, 2) the remaining façades shall be stone from the ground up to the stone sill, and 3) wrought iron fencing and access gates shall be provided at both the northwest and southeast ends of the landscaping setback. The applicant has revised Exhibit B and C to reflect the Planning and Zoning Commission's recommendation regarding the wrought iron fencing in the landscape setback.

Chapter 4, Section 8 of the Zoning Ordinance requires that no single material shall exceed 80% of an elevation area, so Planning & Zoning Commission's recommendation of 100% stone on the front facade is not permitted per the Zoning Ordinance. Therefore, in order to meet the intent of the Planning & Zoning Commission's conditional recommendation of approval, staff recommends that the SUP be approved subject to the following the front façade facing Coit Road being 80% stone.

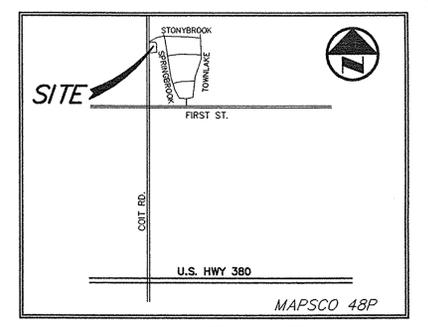
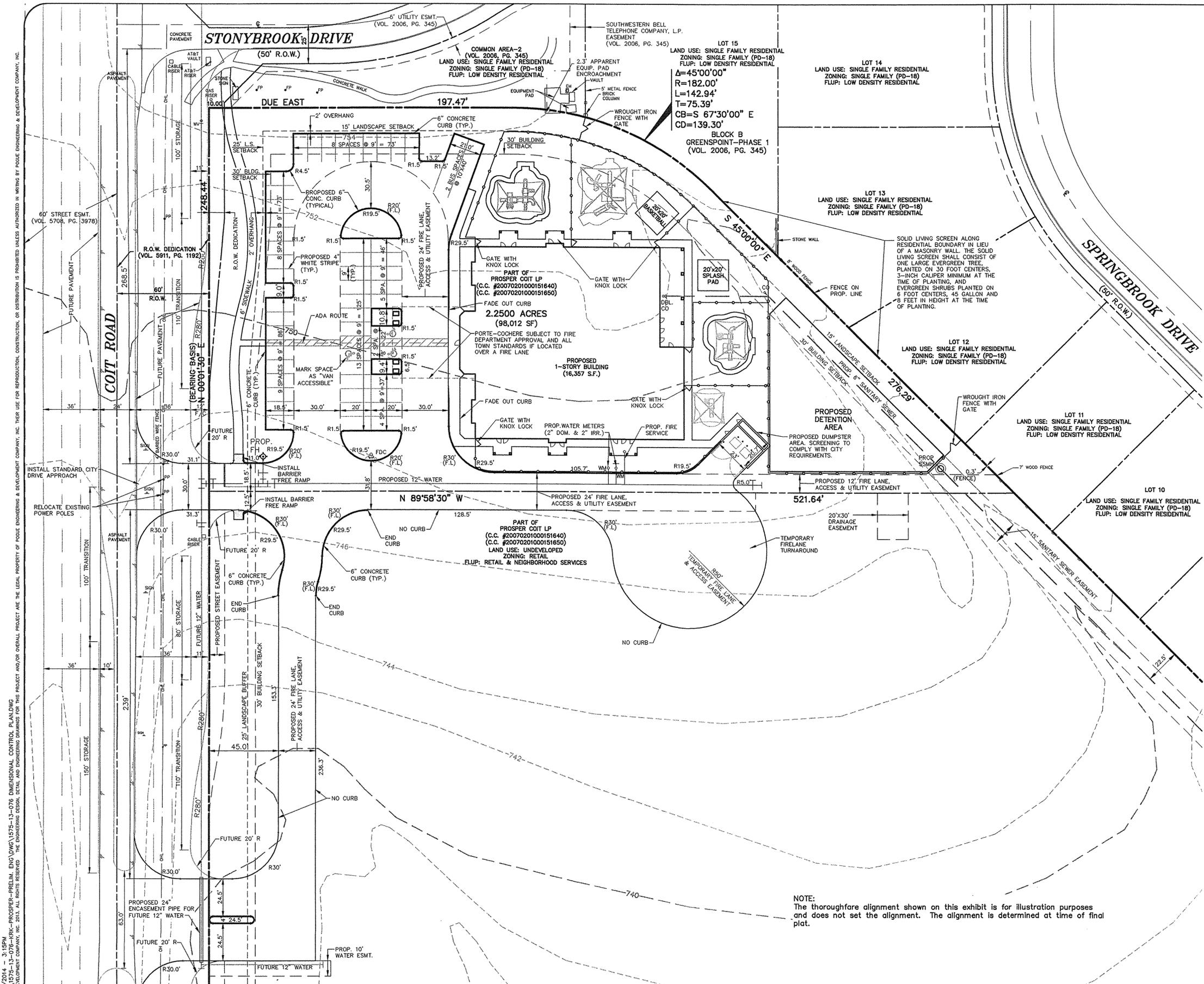
**Town Staff Recommendation:**

Town staff recommends the Town Council approve the request for a Specific Use Permit (SUP) for a Child Day Care Center, on 2.3± acres, located on the east side of Coit Road, 800± feet north of First Street, subject to the following: 1) the front façade facing Coit Road shall be 80% stone, 2) the remaining façades shall be stone from the ground up to the stone sill, and 3) wrought iron fencing and access gates shall be provided at both the northwest and southeast ends of the landscaping setback.

**Proposed Motion:**

I move to approve the request for a Specific Use Permit (SUP) for a Child Day Care Center, on 2.3± acres, located on the east side of Coit Road, 800± feet north of First Street, subject to the following: 1) the front façade facing Coit Road shall be 80% stone, 2) the remaining façades shall be stone from the ground up to the stone sill, and 3) wrought iron fencing and access gates shall be provided at both the northwest and southeast ends of the landscaping setback.





VICINITY MAP  
NOT TO SCALE



GRAPHIC SCALE IN FEET  
SCALE: 1" = 30'

LEGEND

- B BOLLARD
- EM ELECTRIC METER
- PP POWER POLE
- LS LIGHT STANDARD
- WM WATER METER
- WV WATER VALVE
- ICV IRRIGATION CONTROL VALVE
- PH FIRE HYDRANT
- FDC FIRE DEPARTMENT CONNECTION
- CO CLEAN OUT
- MH MANHOLE
- GM GAS METER
- TSC TRAFFIC SIGNAL CONTROL
- TSP TRAFFIC SIGNAL POLE
- SGN TRAFFIC SIGN
- TELE TELEPHONE BOX
- TV TV BOX
- FP FLAG POLE
- L.A. LANDSCAPE AREA
- PROPERTY LINE
- O.H. O.H. POWER LINES
- U/G TELE U/G TELEPHONE LINES
- WATER U/G WATER LINE
- GAS U/G GAS LINE
- FENCE
- (C.M.) CONTROLLING MONUMENT
- SIR 5/8-INCH IRON ROD WITH 'POGUE ENG & DEV' CAP SET
- FIRE LANE

NOTE:  
ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB, UNLESS OTHERWISE NOTED.

SITE DATA SUMMARY TABLE

ITEM	LOT 1
ZONING	RETAIL
PROPOSED USE	DAY CARE
LOT AREA (SF/ACRES) (GROSS)	98,012 / 2.2500
LOT AREA (SF/ACRES) (NET)	96,745 / 2.2210
BUILDING (SF)	16,357
BUILDING HT (FT/STORIES)	28/1
FLOOR AREA RATIO	16.7%
* PARKING REQUIRED (1/10 STUDENTS + 1/TEACHER)	50
PARKING PROVIDED	54
HANDICAPPED PARKING REQUIRED	3
HANDICAPPED PARKING PROVIDED	3
IMPERVIOUS AREA (SF)	51,888 SF
PLAY AREA REQ'D. (65 SF/STUDENT)	19,500 SF
PLAY AREA PROVIDED	20,038 SF

\* BASED ON 300 STUDENTS & 20 TEACHERS

PROSPER SITE PLAN NOTES

- 1) Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.
- 2) Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
- 3) Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.
- 4) Landscaping shall conform to landscape plans approved by the town.
- 5) All elevations shall comply with the standards contained within the Comprehensive Zoning Ordinance.
- 6) Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
- 7) Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
- 8) Two points of access shall be maintained for the property at all times.
- 9) Speed bumps/humps are not permitted within a fire lane.
- 10) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- 11) All signage is subject to Building Official approval.
- 12) All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
- 13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- 14) Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
- 15) Approval of the site plan in not final until all engineering plans are approved by the Town Engineer.
- 16) Site plan approval is required prior to grading release.
- 17) All new electrical lines shall be installed and/or relocated underground.
- 18) All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
- 19) No 100-year flood plain exists on the site.

NOTE:  
The thoroughfare alignment shown on this exhibit is for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

SPECIAL USE PERMIT EXHIBIT "B"  
**2.2500 ACRE TRACT**  
LOCATED IN THE TOWN OF PROSPER, TEXAS  
AND BEING OUT OF THE  
WILLIAM H. THOMASON SURVEY, ABSTRACT No. 895  
COLLIN COUNTY, TEXAS

AS AMENDED 03/31/2014 - 3:19PM  
P.O. BOX 1576-13-076 DIMENSIONAL CONTROL PLAN/DWG  
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NO.	DATE	REVISION / DESCRIPTION
DESIGN	DRAWN	DATE
AWS	MLM	03-31-2014

APPLICANT  
NASHAR GROUP, LLC  
15062 BLAKEHILL DRIVE  
FRISCO, TX 75035

OWNER  
PROSPER COIT, LP  
3008 E. HEBRON PKWY. #300  
CARROLLTON, TEXAS 75010  
(214) 363-1998

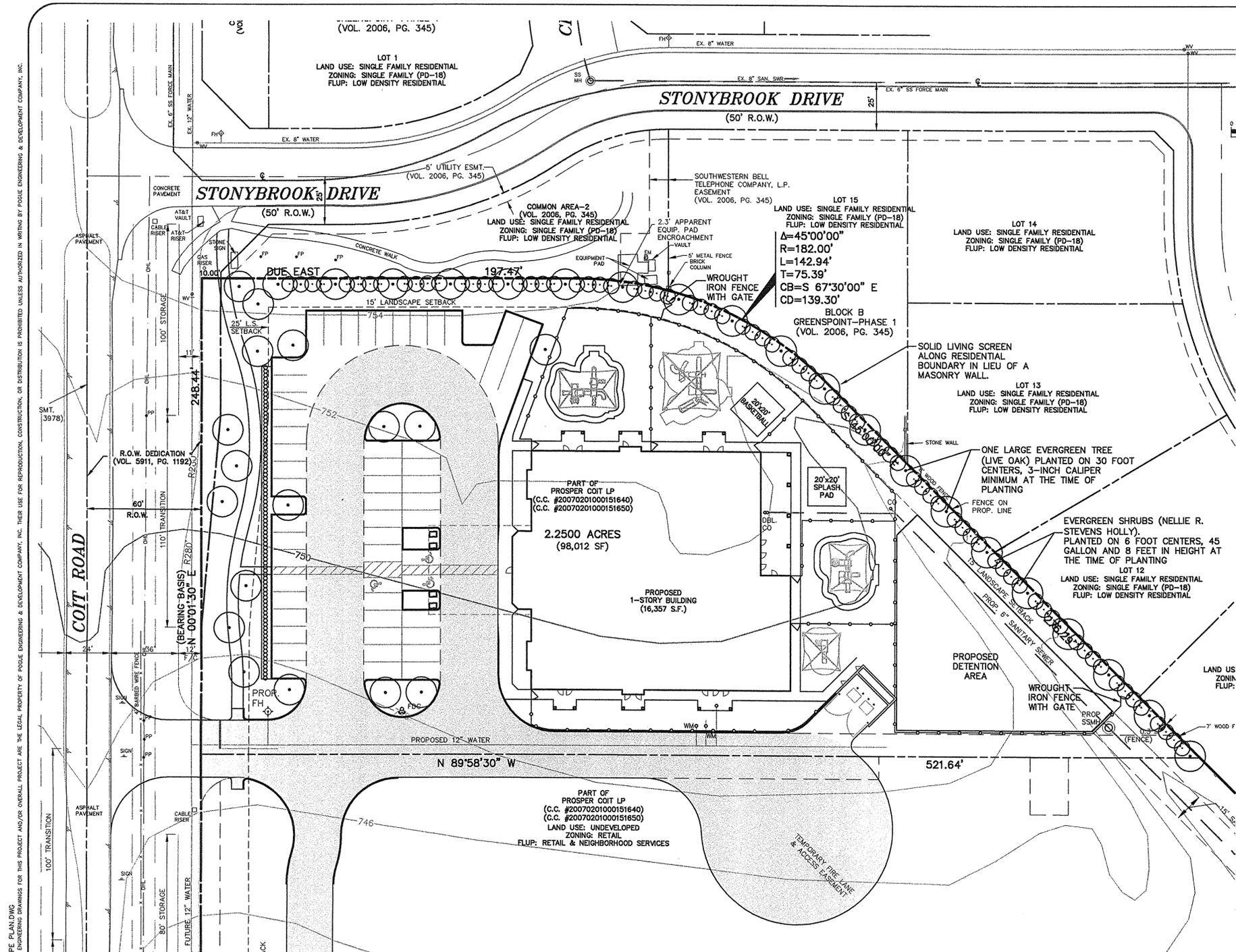
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ARLYN W. SAMUELSON, P.E. 99877 ON 02-24-2014. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRELIMINARY FOR INTERIM REVIEW ONLY  
NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.  
Engineer: ARLYN W. SAMUELSON, P.E.  
P.E. No.: 99877  
Date: 02-24-2014

**POGUE**  
ENGINEERING & DEVELOPMENT COMPANY, INC.  
1512 BRAY CENTRAL DRIVE SUITE 100 MCKINNEY, TEXAS 75069  
TX BOARD PROF. ENGINEERS, CERT. # 000461; TX BOARD PROF. LAND SURVEYING, CERT. 100421-00  
(214) 544-8880 PHONE (214) 544-8882 FAX  
www.PogueEngineering.com

SPECIAL USE PERMIT EXHIBIT B  
KIDS R KIDS  
2.25 ACRE TRACT  
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895  
TOWN OF PROSPER, TEXAS

SHEET NO.  
SUP B



GRAPHIC SCALE IN FEET  
SCALE: 1" = 30'

**LANDSCAPE NOTES**

- Contractor shall verify all existing and proposed site elements and notify Architect/Engineer of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect/Engineer of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system.
- All lawn areas to be Hydromulch Bermuda grass, unless otherwise noted on the drawings.

**MAINTENANCE NOTES**

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

**HYDROMULCH NOTES**

All lawn areas to be Hydromulch Bermuda grass, unless noted otherwise on drawings.  
Contractor shall scarify, rip, and loosen all areas to be hydromulched to a minimum depth of 4" prior to topsoil and hydromulch installation.  
Bermuda grass seed shall be extra hulled and treated lawn type and shall be delivered to the site in its original unopened container, and shall meet Texas State Law requirements.  
Fiber: Shall be one hundred percent (100%) Wood Cellulose Fiber, delivered to the site in its original unopened container. "Conwab" or equal.  
Fiber Tack: Shall be delivered to the site in its original unopened container, and shall be "Terra-Tack one", as manufactured by Growers, Inc., or equal.  
Hydromulch with Bermuda grass seed at a rate of two (2) pound per one thousand (1000) square foot.  
Use a 4' x 8' batter board against all bed areas.  
If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Rye grass, at a rate of four (4) pounds per one thousand (1000) square foot. Contractor shall be required to re-hydromulch with Bermuda grass the following growing season.  
All lawn areas to be hydromulched, shall have one hundred percent (100%) coverage prior to final acceptance.  
Contractor shall maintain all lawn areas until final acceptance. This shall include but not be limited to: mowing, watering, weeding, cultivating, cleaning, and replacing dead or bare areas to keep plants in a vigorous, healthy condition.  
Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply as necessary.

**LEGEND**

- B. BOLLARD
- EM. ELECTRIC METER
- PP. POWER POLE
- LS. LIGHT STANDARD
- WM. WATER METER
- WV. WATER VALVE
- ICV. IRRIGATION CONTROL VALVE
- FH. FIRE HYDRANT
- FDC. FIRE DEPARTMENT CONNECTION
- CO. CLEAN OUT
- MH. MANHOLE
- GM. GAS METER
- TSC. TRAFFIC SIGNAL CONTROL
- TSP. TRAFFIC SIGNAL POLE
- SN. TRAFFIC SIGN
- TE. TELEPHONE BOX
- TV. TV BOX
- FP. FLAG POLE
- PROPERTY LINE
- O.H. O.H. POWER LINES
- U/G. U/G TELEPHONE LINES
- U/G. U/G WATER LINE
- U/G. U/G GAS LINE
- X. FENCE
- 500. EXISTING CONTOURS
- 777. PROPOSED CONTOURS
- CANOPY TREE
- LARGE SHRUB (SCREENING)

**CONCEPTUAL LANDSCAPE PLAN NOTES:**

- PURPOSE IS TO SHOW SOLID LIVING SCREEN IN LIEU OF MASONRY WALL.
- MUST MEET ALL LANDSCAPE PLAN REQUIREMENTS AT TIME OF FINAL SITE PLAN.

ASAMUELSON 03/31/2014 3:13PM  
 N:\DDES\1500-1500\1575-13-076-KRK-PROSPER-PRELIM.ENG\DWG\1575-13-076-KRK-PROSPER-PLAN.DWG  
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NO.	DATE	REVISION / DESCRIPTION
DESIGN	DRAWN	DATE
AWS	MLM	03-31-2014

**APPLICANT**  
NASHAR GROUP, LLC  
15062 BLAKEHILL DRIVE  
FRISCO, TX 75035

**OWNER**  
PROSPER COIT, LP  
3008 E. HEBRON PKWY. #300  
CARROLLTON, TEXAS 75010  
(214) 363-1998

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Engineer: ARNOLD SAMUELSON, P.E.  
P.E. No.: 98877  
Date: 03-31-2014

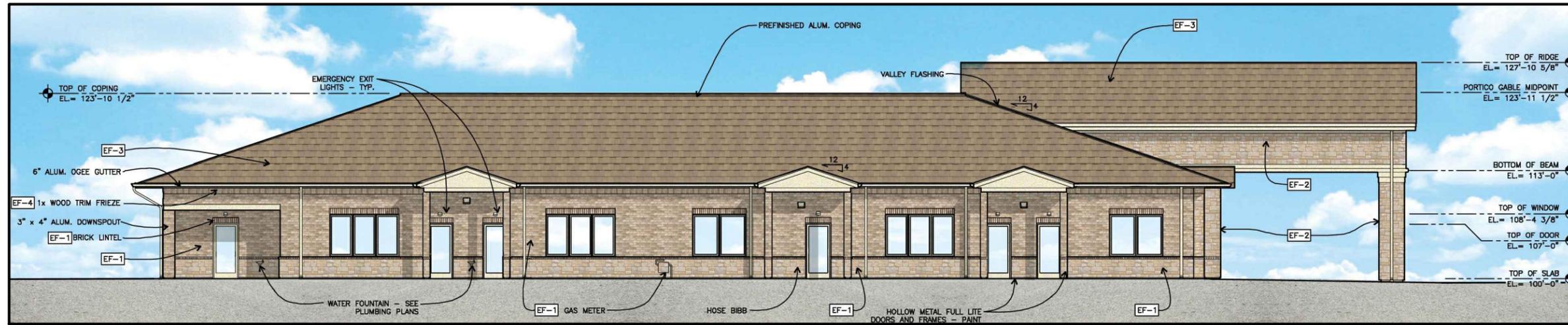
**POGUE**  
ENGINEERING & DEVELOPMENT COMPANY, INC.  
1512 BRAY CENTRAL DRIVE  
SUITE 100  
MCKINNEY, TEXAS 75069  
TX BOARD PROF. ENGINEERS, CERT. #F-000481; TX BOARD PROF. LAND SURVEYING, CERT. 100421-00  
(214) 544-8880 PHONE  
(214) 544-8882 FAX  
www.PogueEngineering.com

**EXHIBIT C**  
**CONCEPTUAL LANDSCAPE PLAN**  
KIDS R KIDS  
2.25 ACRE TRACT  
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895  
TOWN OF PROSPER, TEXAS

SHEET NO.  
SUP C



FRONT ELEVATION



LEFT SIDE ELEVATION

03/13/2014 - 6:58PM  
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 1512 BRAY CENTRAL DRIVE, SUITE 100, MCKINNEY, TEXAS 75069  
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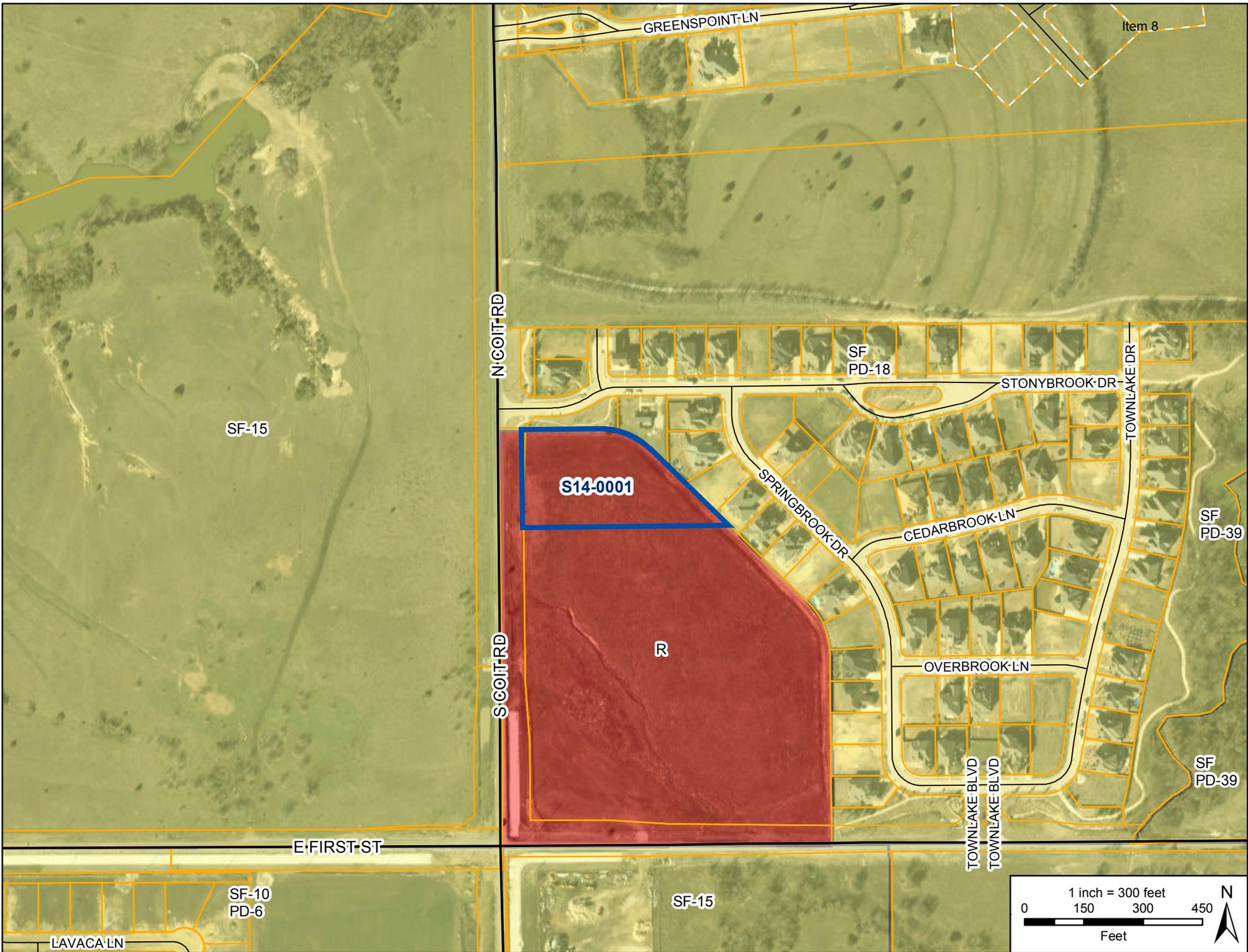
**APPLICANT**  
 NASHAR GROUP, LLC  
 15062 BLAKEHILL DRIVE  
 FRISCO, TX 75035

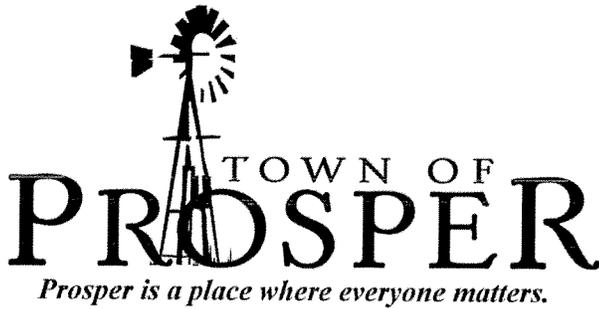
**OWNER**  
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 3008 E. HEBRON PKWY. #300  
 CARROLLTON, TEXAS 75010  
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 (214) 544-8880 PHONE  
 (214) 544-8882 FAX  
 www.PoqueEngineering.com

**EXHIBIT D**  
**CONCEPTUAL FACADE PLANS**  
 KIDS R KIDS  
 2.25 ACRE TRACT  
 WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895  
 TOWN OF PROSPER, TEXAS

SHEET NO.  
 SUP D



**DEVELOPMENT SERVICES****DEPARTMENT**

P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

**REPLY FORM****SUBJECT:**

Zoning Case S14-0001: The Town of Prosper has received a request for a specific use permit for a child day care/private school facility, on 2.3± acres.

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the southeast corner of Coit Road and Stonybrook Drive.

**DESCRIPTION OF THE REQUEST:**

A Specific Use Permit is an opportunity to approve, conditionally approve, or deny identified specific uses that may be permitted in specified zoning districts. These uses generally have, among other things, unusual nuisance characteristics or are of a public or semi-public character and are often essential or desirable for the general convenience and welfare of the community.

- I **OPPOSE** the request as described in the notice of public hearing.  
 I **DO NOT OPPOSE** the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): The proposed development will greatly increase traffic in the immediate area. It also will directly impact the value of my property located at 2531 Stonybrook, which is the only property that will face the day care center from the front of the property.

Margaret A. Loomis  
Name (please print)

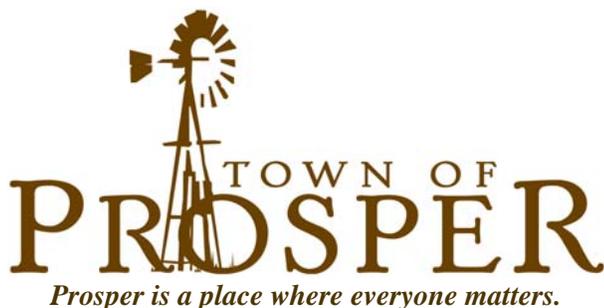
2531 Stonybrook Drive  
Address Owned in Prosper  
↑  
of Property

\_\_\_\_\_  
City, State, and Zip Code

Margaret A. Loomis  
Signature 11437 Royalshire Dr.  
Dallas, TX 75230

3/14/2014  
Date

salford@hunton.com  
E-mail Address



## FINANCE

**To: Mayor and Town Council**

**From: Kent R. Austin, Finance Director**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

---

**Agenda Item:**

Consider and act upon a resolution reviewing, updating, and adopting the Town of Prosper and Prosper EDC Investment Policy and Investment Strategy.

**Description of Agenda Item:**

The Public Funds Investment Act (PFIA) (Texas Government Code, Chapter 2256) requires the governing body of the investing entity to “review its investment policy and investment strategies and [shall] adopt by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.”

Major features of the Investment Policy include:

- Establishment of investment objectives—safety (of principal), liquidity, and yield;
- Identification of investment officers—Finance Director and Accounting Manager;
- Enumeration of authorized investments—U.S. Treasury and agency obligations, State of Texas and other political subdivision obligations rated “A” or higher, certificates of deposit, local government investment pools, money market mutual funds, commercial paper, and repurchase agreements;
- Safekeeping and collateralization requirements; and
- Reporting requirements—comprehensive quarterly reports with book and market values for each asset.

The Prosper Town Council last reviewed, updated, and adopted the Town’s investment policy and strategies on March 26, 2013. The State Legislature made no changes to the PFIA during the 2013 legislative session. Consequently, no changes are proposed to the Town’s existing policy and strategy, other than reviewing and renewing them.

**Budget Impact:**

There is no significant budget impact associated with this item.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., prepared the attached Resolution.

**Attached Documents:**

1. Resolution adopting Investment Policy
2. Exhibit A - Investment Policy

**Town Staff Recommendation:**

Staff recommends approval of the Resolution reviewing, updating, and adopting the Town of Prosper and Prosper EDC Investment Policy and Investment Strategy.

**Proposed Motion:**

I move to approve the Resolution reviewing, updating, and adopting the Town of Prosper and Prosper EDC Investment Policy and Investment Strategy.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 14-\_\_\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REVIEWING, UPDATING AND ADOPTING THE TOWN OF PROSPER AND PROSPER ECONOMIC DEVELOPMENT CORPORATION INVESTMENT POLICY AND INVESTMENT STRATEGY; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Public Funds Investment Act (“the Act”), contained in Chapter 2256 of the Texas Government Code, as amended, provides in Section 2256.005(e) thereof that the governing body of an investing entity shall review its investment policy and investment strategies not less than annually; and

**WHEREAS**, said section of the Act further provides that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and

**WHEREAS**, the Act requires the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

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

**SECTION 1**

The Prosper Town Council hereby confirms that it has reviewed the Town of Prosper and Prosper Economic Development Corporation Investment Policy and Investment Strategy and adopts the Investment Policy dated April 8, 2014, with changes incorporated and recorded for compliance, attached hereto as Exhibit A.

**SECTION 2**

This Resolution shall take effect from and after the date of its passage.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF APRIL, 2014.**

\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Robyn Battle, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

---

**Terrence S. Welch, Town Attorney**

EXHIBIT A



**TOWN OF PROSPER, TEXAS**

**and**

**PROSPER ECONOMIC DEVELOPMENT CORPORATION**

**INVESTMENT POLICY**

**APRIL 8, 2014**

---

## INVESTMENT POLICY

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## PREFACE

The Town of Prosper and the Prosper Economic Development Corporation are separately chartered, governed, and operated entities. Each ENTITY adheres to its own governing documents and the Public Funds Investment Act. Each ENTITY additionally seeks to safely and effectively manage the funds under its control. To achieve those requirements, the governing body of each ENTITY has legally adopted this Investment Policy.

Throughout this Investment Policy, the two entities shall be singularly referred to as “ENTITY” and collectively referred to as “PROSPER.”

It is the policy of PROSPER that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all PROSPER funds. PROSPER’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this policy.

Investments shall be made with the primary objectives of:

- Preservation of capital,
- Safety of PROSPER funds,
- Maintenance of sufficient liquidity,
- Maximization of return within acceptable risk constraints, and
- Diversification of investments.

## **I. PURPOSE**

### **A. Formal Adoption**

This Investment Policy is authorized by PROSPER in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, herein referred to as “PFIA”.

### **B. Scope**

This Investment Policy applies to all of the investment activities of PROSPER. These funds are accounted for in the Town’s Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Debt Service Funds
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Economic Development Corporation Funds
- Any new fund created by the Town

The Town of Prosper may consolidate cash balances from multiple funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Policy establishes guidelines for:

1. Who can invest PROSPER funds,
2. How PROSPER funds will be invested, and
3. When and how a periodic review of investments will be made.

In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their issuing documentation and all applicable State and Federal Law.

All investments made with PROSPER funds prior to the adoption of this Investment Policy shall be held or liquidated as determined to be in the best interest of the financial well being of PROSPER. PROSPER will also monitor changes in the credit ratings of its investments quarterly using a number of resources including rating agencies, broker/dealers or financial publications. PROSPER shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

### **C. Review and Amendment**

This Policy shall be reviewed annually by the ENTITY's governing body. The ENTITY's governing body shall adopt a written document stating that it has reviewed the Investment Policy.

### **D. Investment Strategy**

In conjunction with the annual Policy review, the ENTITY's governing body shall review the separate written Investment Strategy for each of PROSPER's funds. The Investment Strategy must describe the investment objectives for each particular fund according to the following priorities:

1. Investment suitability,
2. Preservation and safety of principal,
3. Liquidity,
4. Marketability prior to maturity of each investment,
5. Diversification, and
6. Yield.

## **II. INVESTMENT OBJECTIVES**

### **A. Safety of Principal**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from securities defaults or erosion of the market value.

### **B. Maintenance of Adequate Liquidity**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintaining appropriate portfolio diversification.

### C. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

## III. INVESTMENT POLICIES

### A. Authorized Investments

Investments described below are authorized by PFIA as eligible securities for PROSPER. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, PROSPER is not required to liquidate investments that were authorized at the time of purchase in the event that subsequent legislation renders certain securities as no longer authorized for purchase by the Town. PROSPER's funds governed by this Policy may be invested in:

- 1. Obligations of Governmental Entities.** Except for the items listed in 1.e. below, the following are authorized investments for obligations of governmental agencies:
  - a. Obligations of the United States or its agencies and instrumentalities;
  - b. Direct obligations of the State of Texas or its agencies and instrumentalities;
  - c. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
  - d. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;

e. The following *are not authorized investments* for PROSPER:

1. Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (Interest Only);
2. Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bear no interest (Principal Only);
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in the market index (Inverse Floater).

PROSPER expressly prohibits the acceptance for collateralized deposits interest-only and principal-only mortgage backed securities and collateralized mortgage obligations with stated final maturities in excess of ten years or with coupon rates that float inversely to market index movements.

**2. Financial Institution Deposits.** Certificates of deposit or share certificates provided the certificate is

- a. Issued by a depository institution that has its main office or a branch office in Texas that is:
  1. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
  2. Secured by obligations that are described by 1. (Obligations of Governmental Entities) above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in 1.e. above, that have a market value of not less than the uninsured amount of the deposit; or
  3. Secured in any other manner and amount provided by the law for deposits of PROSPER.

- b. In addition to the authority to invest funds in certificates of deposit under Subsection “a”, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:
1. The funds are invested through:
    - (a) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or
    - (b) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
  2. The broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
  3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
  4. The investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.
- 3. Mutual Funds.** Money market mutual funds regulated by the Securities & Exchange Commission, with a dollar weighted average portfolio maturity of 60 days or less that fully invest dollar-for-dollar all PROSPER funds without sales commission or loads and, whose investment objectives include seeking to maintain a stable net asset value of \$1 per share. PROSPER may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund, excluding bond proceeds and reserves and other funds held for debt service in money market mutual funds;
- 4. Local Government Investment Pools.** Eligible investment pools organized and operating in compliance with PFIA that have been authorized by the ENTITY’s governing body; and whose investment philosophy and strategy include seeking to maintain a stable net asset value of \$1 per share, and are consistent with this Policy and PROSPER’s ongoing investment strategy.

PROSPER expressly allows money market mutual funds and eligible investment pools, authorized by the ENTITY's governing body, to invest to the full extent permissible within the Public Funds Investment Act.

**5. Commercial Paper.** Commercial paper is an authorized investment under this policy if the commercial paper:

- a. Has a stated maturity of 270 days or fewer from the date of its issuance; and
- b. Is rated not less than A-1 or P-1 or an equivalent rating by at least:
  - 1. two nationally recognized credit rating agencies; or
  - 2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

**6. Repurchase Agreements.**

- a. A fully collateralized repurchase agreement is an authorized investment under PFIA, Subchapter A, if the repurchase agreement:
  - 1. has a defined termination date;
  - 2. is secured by a combination of cash and obligations described by PFIA, section 2256.009(a)(1); and
  - 3. requires the securities being purchased by the Town or cash held by the Town to be pledged to the Town, held in the Town's name, and deposited at the time the investment is made with the Town or with the third-party selected and approved by the Town; and
  - 4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.
- b. In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specific time, and sell back at a future date obligations described by Section 2256.009(a)(1), at market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse Security repurchase agreement.
- c. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

- d. Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

## **B. Protection of Principal**

PROSPER shall seek to control the risk of loss due to failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed “Delivery versus Payment” (DVP) through PROSPER’s Safekeeping Agent. By so doing, PROSPER’s funds are not released until PROSPER has received, through the Safekeeping Agent, the securities purchased.

### **1. Diversification by Investment Type**

Diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments and by controlling the market and opportunity risks associated with specific investment types.

Bond proceeds may be invested in a single security or investment if PROSPER determines that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage record keeping and calculation.

### **2. Diversification by Investment Maturity**

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Generally, PROSPER will not directly invest in securities maturing more than five years from the date of purchase.

Maturity guidelines by fund type are discussed in Section IV, Investment Strategy.

### **3. Ensuring Liquidity**

Liquidity shall be achieved by anticipating cash flow requirements, by investing in securities with active secondary markets and by investing in eligible money market mutual funds and local government investment pools.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

#### **4. Depository Agreements**

Consistent with the requirements of State Law, PROSPER requires all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as PROSPER's Depositories will be required to sign a Depository Agreement with PROSPER and PROSPER's safekeeping agent. The safekeeping portion of the Agreement shall define PROSPER's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing;
- The Agreement has to be executed by the Depository and PROSPER contemporaneously with the acquisition of the asset;
- The Agreement must be approved by the Board of Directors or the designated committee of the Depository and a copy of the meeting minutes must be delivered to PROSPER;
- The Agreement must be part of the Depository's "official record" continuously since its execution.

##### **a. Allowable Collateral**

Eligible securities for collateralization of PROSPER deposits are defined by Chapter 2257, Texas Government Code, the Public Funds Collateral Act, as amended and meet the constraints of this Section III. A. 2.

##### **b. Collateral Levels**

The market value of pledged collateral must at all times be equal to or greater than 102% of the principal and accrued interest for PROSPER balances, less the applicable level of FDIC insurance.

##### **c. Monitoring Collateral Adequacy**

PROSPER shall require monthly reports of pledged securities marked to market using quotes by a recognized market pricing service quoted on the valuation date from all financial institutions with which PROSPER has collateralized deposits. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

**d. Additional Collateral**

If the collateral pledged for a deposit falls below adequate levels, as defined above in Section 4.b. , the institution holding the deposit will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

**e. Security Substitution**

Collateralized deposits often require substitution of securities. Any financial institution requesting substitution must contact an Investment Officer for approval and settlement. The substituted security's value will be calculated and substitution approved if the substitution maintains a pledged value equal to or greater than the required security level. An Investment Officer must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment Officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

**5. Safekeeping****a. Safekeeping Agreement**

PROSPER shall contract with a bank or banks for the safekeeping of securities either owned by PROSPER as a part of its investment portfolio or as a part of its depository agreements.

**b. Safekeeping of Deposit Collateral**

All collateral securing bank deposits must be held by a third-party custodian bank eligible under the Public Funds Collateral Act, and acceptable to and under contract with PROSPER, or by a Federal Reserve Bank.

**C. Investment Advisers and Securities Dealers**

Investment Advisers shall adhere to the spirit, philosophy and specific terms of this Policy and shall invest within the same "Standard of Care" as defined in Section E. 3. below. Securities Dealers shall avoid recommending or suggesting transactions outside that "Standard of Care."

## 1. Selection of Investment Advisers

The selection of Investment Advisers will be performed by the Investment Officers. The Investment Officers will establish criteria to evaluate Investment Advisers including:

- a. Adherence to PROSPER's policies and strategies,
- b. Investment performance and transaction pricing within accepted risk constraints,
- c. Responsiveness to PROSPER's request for services, information and open communication,
- d. Understanding of the inherent fiduciary responsibility of investing public funds, and
- e. Similarity in philosophy and strategy with PROSPER's objectives.

Selected Investment Advisers must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by Town Council.

## 2. Selection of Authorized Securities Dealers

The ENTITY's governing body or its Investment Officers acting as the ENTITY's Investment Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions that are authorized to engage in investment transactions with the ENTITY.

### a. Eligibility

Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

### b. Documentation Requirements

Brokers/dealers and financial institutions requesting to become qualified to transact investment business with PROSPER shall be required to provide:

1. a completed Broker/Dealer Questionnaire that provides information regarding creditworthiness, experience and reputation; and

2. a Certification stating the firm has received, reviewed, understood and agrees to comply with PROSPER's investment policy. This Certification also acknowledges that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between PROSPER and the organization that are not authorized by PROSPER's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of PROSPER's entire portfolio or requires an interpretation of subjective investment standards.

PROSPER shall not enter into an investment transaction with a business organization prior to receiving the written instruments described above.

### **c. Competitive Bids**

It is the policy of PROSPER to require competitive bidding for all individual security purchases and sales except for:

1. transactions with money market mutual funds and local government investment pools; and
2. treasury and agency securities purchased at issue through an approved broker/dealer or financial institution.

## **D. Responsibility and Control**

### **1. Authority to Invest**

The Finance Director and the Accounting Manager are the "Investment Officers" of the Town of Prosper. The PEDC Treasurer and the Accounting Manager are the "Investment Officers" of the PEDC. The Investment Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage PROSPER's funds according to this Policy. The Investment Officers may authorize one or more Investment Officers to deposit, withdraw or transfer funds out of or into an investment pool or money market mutual fund in order to meet daily operating needs of PROSPER.

### **2. Prudent Investment Management**

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment shall be considered.

Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

### **3. Standard of Care**

The standard of care used by PROSPER shall be that as defined in PFIA, Section 2256.006. It states:

“Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

### **4. Standards of Ethics**

The designated Investment Officers shall act as custodians of the public trust avoiding any transactions which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the ENTITY’s governing body a statement disclosing any personal business relationship with a business organization seeking to sell investments to PROSPER or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to PROSPER. For purposes of this subsection, an Investment Officer has a personal business relationship with business organization if:

- a.** The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- b.** Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer’s gross income for the previous year; or
- c.** The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

## 5. Establishment of Internal Controls

PROSPER's Investment Officers will maintain a system of internal controls over the investment activities of PROSPER.

## 6. Reporting

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officers to the ENTITY's governing body. This investment report shall:

- a. Describe in detail the investment position of PROSPER,
- b. Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  1. beginning market value of the reporting period;
  2. ending market value for the period;
  3. fully accrued interest for the reporting period
- c. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- d. State the maturity date of each separately invested asset that has a maturity date;
- e. State the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
- f. State the compliance of the investment portfolio with PROSPER's Investment Policy, strategy, and PFIA.

In defining market value, sources independent of the investment provider will determine valuations and consideration will be given to GASB Statement No. 31.

PROSPER, in conjunction with its annual financial audit, shall perform a compliance audit of the management controls on investments and adherence to PROSPER's Investment Policy. If PROSPER invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposits, or money market accounts or similar accounts, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the ENTITY's governing body by that auditor.

## **7. Training**

In order to insure the quality and capability of PROSPER's investment personnel making investment decisions, PROSPER shall provide periodic training in investments for the investment personnel through courses and seminars offered by GFOA, GFOAT, GTOT, TML, NCTCOG, ICMA, TSCPA, AICPA, or any independent source or institute of higher learning approved by the Finance Director.

**a.** The Investment Officers shall:

1. attend at least 10 hours of training relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and
2. attend an investment training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

**b.** Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with PFIA.

#### **IV. INVESTMENT STRATEGY**

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the fund. Investment guidelines by fund-type are as follows:

##### **A. Operating Funds**

1. Suitability – Any investment eligible in the Investment Policy is suitable for the Operating Funds.
2. Safety of Principal – All investments shall be of high quality securities with no perceived default risk.
3. Liquidity – The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short term investment pools and money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments. The weighted average days to maturity for the operating fund portfolio shall be less than 365 days, and the maximum allowable maturity shall be five years.
4. Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point shall define an efficient secondary market.
5. Diversification – Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of PROSPER. Market cycle risks will be reduced by diversifying the appropriate maturity structure out no longer than five years.
6. Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling portfolio of Treasury securities with an average maturity roughly equivalent to that of the portfolio shall be the minimum yield objective.

##### **B. Construction and Capital Improvement Funds**

1. Suitability – Any investment eligible in the Investment Policy is suitable for the Construction and Capital Improvement Funds.
2. Safety of Principal – All investments shall be of high quality securities with no perceived default risk. By managing Construction and Capital Improvement Fund’s portfolio to exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized.

3. Liquidity – PROSPER funds used for construction and capital improvement programs have reasonably predictable draw down schedules. The investment maturity of construction and capital improvement funds shall generally be limited to the anticipated cash flow requirement or the “temporary period,” as defined by Federal Tax Law. During the temporary period, which is generally three years for capital projects, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations. The stated final maturity dates of investments held should not exceed the estimated project completion date; the maximum maturity for all construction or capital improvement funds shall be five years.
4. Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point shall define an efficient secondary market.
5. Diversification – Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated needs of the construction and capital improvement funds of PROSPER.
6. Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio shall be the minimum yield objective.

### **C. Debt Service Funds**

1. Suitability – Any investment eligible in the Investment Policy is suitable for the Debt Service Funds.
2. Safety of Principal – All investments shall be of high quality securities with no perceived default risk. By managing Debt Service Fund’s portfolio to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.
3. Liquidity – Debt Service have predictable payment schedules. Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an “unfunded” debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment. The weighted average days to maturity for the debt service fund portfolio shall be less than 365 days and the maximum allowable maturity shall be two years.

4. Marketability – Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash requirement is not probable.
5. Diversification – Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated needs of the debt service funds of PROSPER. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.
6. Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling portfolio Treasury securities with an average maturity roughly equivalent to that of the portfolio shall be the minimum yield objective.

#### **D. Enterprise Funds**

1. Suitability – Any investment eligible in the Investment Policy is suitable for the Enterprise Funds.
2. Safety of Principal – All investments shall be of high quality securities with no perceived default risk.
3. Liquidity – The Enterprise Fund requires short-term liquidity for some operations. Short-term investment pools and money market mutual funds provide daily liquidity where needed. The weighted average days to maturity for the enterprise fund portfolio shall be less than 365 days and the maximum allowable maturity shall be five years.
4. Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point shall define an efficient secondary market.
5. Diversification – Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of PROSPER. Market cycle risk will be reduced by diversifying the appropriate maturity structure out no longer than five years
6. Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. Portions of Enterprise Fund reserves are available to earn higher yield on longer maturities. The yield of an equally weighted, rolling portfolio Treasury securities with an average maturity roughly equivalent to that of the portfolio shall be the minimum yield objective.

## Appendix “A”

### Glossary of Cash Management Terms

**Accretion** – Common investment accounting entry in which the book value of securities purchased at a discount are gradually written up to the par value. The process has the effect of recording the discount as income over time.

**Accrued Interest** – Interest earned, but not yet paid, on a bond.

**Agency** – See Federal Agency.

**Amortization** – Common investment accounting entry in which the book value of securities purchased at a premium are gradually written down to the par value. The process has the effect of recording the premium as a reduction to income over time.

**Arbitrage** – Dealing simultaneously in the same product in two markets to take advantage of temporary price distortions at minimal risk

**Basis Point** – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield; e.g., “1/4” of 1 percent is equal to 25 basis points.

**Benchmark** – Index used to compare risk and performance to a managed portfolio.

**Bid** – The indicated price at which a buyer is willing to purchase a security or commodity.

**Book Value** – The original acquisition cost of an investment plus or minus the accrued amortization or accretion.

**Broker** – A financial firm that brings securities buyers and sellers together in return for a fee. The term “broker” is often used interchangeably with “dealer” to refer to a seller of investment securities.

**Callable Bond** – A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

**Cash Settlement** – A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

**Collateralization** – Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

**Collateralized Mortgage Obligation (CMO)** – A derivative mortgage-backed security (MBS) created from pools of home mortgage loans. A single MBS is divided into multiple classes, each

class containing unique risk profile and security characteristics. A number of CMO classes are expressly prohibited by Texas State law.

**Commercial Paper** – An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to 270 days. Commercial paper must carry a minimum rating of A1/P1 in order to be eligible under the Texas Public Funds Investment Act.

**Constant Maturity Treasury (CMT)** – A calculated average released by the Federal Reserve of all Treasury yields along a specific maturity point. This calculation is frequently used as a benchmark for conservative government portfolios.

**Coupon Rate** – The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the “interest rate.”

**Credit Risk** – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**Derivative** – Financial instruments whose value is derived from the movement of an underlying index or security.

**Dealer** – A dealer, as opposed to a broker, sets as a principal in all securities transactions, buying and selling for their own account. Often times, the terms “broker” and “dealer” are used interchangeably to refer to a seller of investments securities.

**Delivery Versus Payment (DVP)** – A type of securities transaction in which the purchaser pays for securities at the time of delivery either to the purchaser or his/her custodian.

**Derivative Security** – Financial instrument created from, or whose value depends upon, one or more underlying assets or indices of asset values.

**Discount** – The amount by which the par value of a security exceeds the price paid for the security.

**Diversification** – A process of investing assets among a range of security types by sector, maturity, and quality rating.

**Dollar Weighted Average Maturity (WAM)** – The average maturity of all the securities that comprise a portfolio weighted by the dollar value of each security.

**Fair Market Rate** – A documented and verifiable rate of interest which approximates the average rate which could have been earned on similar investments at the time of the transaction.

**Federal Agency** – A debt instrument that carries a rating of AAA because it is government sponsored.

**Federal Deposit Insurance Corporation (FDIC)** – A federal agency that insures bank deposits, currently up to \$250,000 per account. Public deposits that exceed this amount must be properly collateralized with investment securities or insured through a surety bond.

**Financial Industry Regulatory Authority (FINRA)** - the successor to the **National Association of Securities Dealers, Inc. (NASD)**. FINRA is a private corporation that focuses on regulatory oversight of all securities firms that do business with the public; professional training, testing and licensing of registered persons; arbitration and mediation; market regulation by contract for the New York Stock Exchange, the NASDAQ Stock Market, Inc., the American Stock Exchange LLC, and the International Securities Exchange.

**Interest Rate** – See “Coupon Rate.”

**Internal Controls** – An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

**Interlocal Cooperation Act** – Law permitting joint participation by local governments providing one or more government functions within the State. This law [Section 891.001 et seq. of the Texas Government Code (the “Act”)] has allowed for the creation of investment pools in Texas.

**Investment Advisers Act of 1940** – Law which requires all Investment Advisers to be registered with the SEC in order to protect the public from fraud.

**Investment Policy** – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities. The Texas Public Funds Investment Act requires that public entities have a written and approved investment policy.

**Investment Pool** – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool.

**Liquidity** – A liquid investment is one that can be easily and quickly converted to cash without substantial loss of value. Investment pools and money market funds, which allow for same day withdrawal of cash, are considered extremely liquid.

**Local Government Investment Pool (LGIP)** – An investment by local governments in which their money is pooled as a method for managing local funds.

**Market Risk** - The risk that the value of a security will rise or decline as a result of changes in market conditions.

**Market Value** – A security’s par amount multiplied by its market price.

**Master Repurchase Agreement** – A written contract covering all future transactions between the two parties to a repurchase agreement.

**Maturity** – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See “Weighted Average Maturity.”

**Money Market Mutual Fund** – Mutual funds that invest solely in money market instruments (short term debt instruments, such as Treasury bills, commercial paper, bankers’ acceptance, repos and federal funds).

**Mortgage-Backed Security (MBS)** – Security backed by pools of home loan mortgages.

**Net Asset Value (NAV)** – The value of a mutual fund or investment pool at the end of the business day. NAV is calculated by adding the market value of all securities in a fund or pool, deducting expenses, and dividing by the number of shares in the fund or pool.

**Offer** – An indicated price at which market participants are willing to sell a security. Also referred to as the “Ask Price.”

**Par** – Face value or principal value of a bond, typically \$1,000 per bond. A security’s par value is multiplied by its coupon rate to determine coupon payment amount.

**Premium** – The amount by which the price paid for a security exceeds the security’s par value.

**Primary Government Securities Dealer (Primary Dealer)** – One of 20 (as of 02/2011 ) large government securities dealers who are required to submit daily reports of market activity and monthly financial statements to the New York Federal Reserve Bank. Primary Dealers are required to continually “make a market” in Treasury securities, buying or selling when asked, thereby creating a liquid secondary market for US debt obligations.

**Principal** – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

**Prudent Investor Rule** – Refers to an investment principle in the Public Funds Investment Act outlining the fiduciary responsibilities of Investment Officers.

**Regular Way Delivery** – Securities settlement that calls for delivery and payment on the third business day following the trade date (T + 3); payment on a T + 1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

**Repurchase Agreement (repo or RP)** – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

**Reverse Repurchase Agreement (Reverse Repo)** – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

**Safekeeping** – Holding of assets (e.g., securities) by a financial institution.

**Total Return** – The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period: (Price Appreciation) + (Dividends Paid) + (Capital Gains) = (Total Return).

**Treasury Bills** – Short term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued with a minimum purchase of \$100. Bills pay interest only at maturity. The interest is equal to the face value minus the purchase price. Auctions of four week, 13 week and 26 week bills are every week, while auctions of 52 week bills are done every four weeks. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Notes** – Intermediate U.S. government debt securities with maturities of one to 10 years and issued with a minimum purchase of \$100. Treasury notes, or T-notes, are issued in terms of 2, 3, 5, 7, and 10 years, and pay interest every six months until they mature.

**Uniform Net Capital Rule** – SEC Rule 15C3-1 outlining capital requirements for brokers/dealers.

**Volatility** – A degree of fluctuation in the price and valuation of securities.

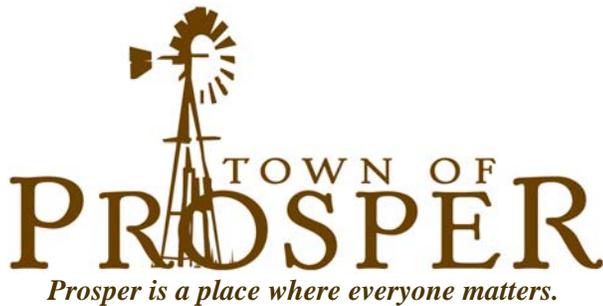
**Yield** – The current rate of return on an investment security generally expressed as a percentage of the security's face value.

**Yield-to-Call (YTC)** – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**Yield Curve** – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

**Yield-to-Maturity** – The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

**Zero-coupon Securities** – Security that is issued at a discount and makes no periodic interest payments. The rate of return consist of a gradual accretion of the principal of the security and is payable at par upon maturity.



## ENGINEERING

**To: Mayor and Town Council**

**From: Matt Richardson, P.E., Senior Engineer**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

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**Agenda Item:**

Consider and act upon awarding Bid No. 2014-37-B to JLB Contracting, LLC, related to construction services for the Prosper Road Improvements Project 2014 - Rhea Mills Pavement Replacement; and authorizing the Town Manager to execute a construction agreement for same.

**Description of Agenda Item:**

On March 27, 2014, at 3:30 pm, six (6) bids were opened for the Prosper Road Improvements Project 2014 - Rhea Mills Pavement Replacement. The verified totals from the bidders ranged between \$813,993.50 and \$1,109,390.39 with JLB Contracting, LLC, being the lowest bidder. This amount includes the base bid and two add alternate items which staff recommends awarding with the contract.

This contract will replace the existing concrete pavement in the Rhea Mills subdivision with new concrete pavement, including incidental work on driveway and culverts. The contract specifies a substantial completion time of 120 calendar days, or approximately four months. During construction, traffic within the subdivision will generally be restricted to a one-way circulation pattern allowing the contractor to work on one half of the road at a time. Staff will coordinate closely with residents and public safety personnel to keep them informed of the construction activity.

**Budget Impact:**

The total cost of the construction contract is \$813,993.50. The total budget for the contract is \$1,302,000.00, from the Rhea Mill Street Reconstruction CIP project. The proposed construction contract budget is \$823,993.50, which includes a \$10,000 contingency. The CIP will be amended at a later date to reflect this revised budget.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Bid Tabulation Summary
2. Construction Agreement
3. Location Map

**Town Staff Recommendation:**

Town staff recommends Town Council award Bid No. 2014-37-B to JLB Contracting, LLC, related to the construction services for the Prosper Road Improvement Project 2014 - Rhea Mills Pavement Replacement; and authorize the Town Manager to execute a Construction Agreement between JLB Contracting, LLC, and the Town of Prosper, related to construction services for the same.

**Proposed Motion:**

I move to award Bid No. 2014-37-B to JLB Contracting, LLC, related to the construction services for the Prosper Road Improvement Project 2014 - Rhea Mills Pavement Replacement in the amount of \$813,993.50; and authorize the Town Manager to execute a Construction Agreement between JLB Contracting, LLC, and the Town of Prosper, related to construction services for the same.



## Town of Prosper Bid Tabulation

<b>Bid No: 2014-37-B Prosper Road Improvement Project 2014 - Rhea Mills Pavement Replacement</b>			
<b>Bid Opening: 3/27/14 at 3:30 PM</b>			
	Base Bid	Alt 1A	Alt 2A
JLB Contracting, LLC	\$ 749,027.50	\$ 12,166.00	\$ 52,800.00
The Fain Group, Inc.	\$ 831,377.00	\$ 69,520.00	\$ 49,500.00
Jim Bowman Construction Co., L.P.	\$ 832,500.00	\$ 52,140.00	\$ 47,850.00
Pavecon Public Works LP	\$ 846,791.79	\$ 212,557.40	\$ 50,041.20
Quality Excavation, Ltd.	\$ 895,970.00	\$ 69,520.00	\$ 51,810.00
Lynn Vessels Construction, LLC	\$ 899,865.80	\$ 61,003.80	\$ 55,440.00
<p><b>**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.</b></p>			
Certified By: January M. Cook, CPPO, CPPB Purchasing Agent Town of Prosper, Texas			Date: March 27, 2014

**CONSTRUCTION AGREEMENT**

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

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

**PROSPER ROAD IMPROVEMENT PROJECT 2014  
RHEA MILLS PAVEMENT REPLACEMENT  
BID NO. 2014-37-B**

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

**A. Contract Documents and Order of Precedence**

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;

PROSPER ROAD IMPROVEMENT PROJECT 2014  
BID NO. BID NUMBER 2014-37-B

9. the Contractor's Bid Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

#### **B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_). This amount is subject to adjustment by change order in accordance with the Contract Documents.

#### **C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **<Contract Time>** calendar days after the date of the Notice to Proceed for the base bid. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

#### **D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

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

PROSPER ROAD IMPROVEMENT PROJECT 2014  
BID NO. BID NUMBER 2014-37-B

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

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

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

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

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

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

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

#### **E. Insurance Requirements**

1. Before commencing work, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance coverage written by companies approved by the State of Texas and acceptable to the Town of Prosper. The Contractor shall furnish to the Town of Prosper Purchasing Agent certificates of insurance executed by the insurer or its authorized agent stating the type of coverages, limits of each such coverage, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

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BID NO. 2014-37-B**

Town of Prosper  
Attn: Purchasing Agent  
151 S. Main St.  
Prosper, Texas 75078

- (a) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. If high risk or dangerous activities are included in the Work, explosion, collapse and underground (XCU) coverage is also required. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- (b) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- (c) Umbrella or Excess Liability insurance with minimum limits of \$2,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage in subparagraphs a and b. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Contractor may maintain reasonable deductibles, subject to approval by the Owner.

PROSPER ROAD IMPROVEMENT PROJECT 2014  
BID NO. BID NUMBER 2014-37-B

2. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows:
  - (a) A waiver of subrogation in favor of Town of Prosper, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  - (b) The Town of Prosper, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader. (Please note that this "additional insured" coverage requirement is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)
  - (c) All insurance policies shall be endorsed to the effect that Town of Prosper will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
3. All insurance shall be purchased from an insurance company that meets a financial rating of "A" or better as assigned by the A.M. BEST Company or equivalent.
4. With respect to Workers' Compensation insurance, the Contractor agrees to comply with all applicable provisions of 28 Tex. Admin Code § 110.110, "Reporting Requirements for Building or Construction Projects for Governmental Entities," as such provision may be amended, and as set forth in Paragraph F following.

#### **F. Workers' Compensation Insurance Coverage**

1. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide

services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
    - (1) a certificate of coverage, prior to the other person beginning work on the project; and
    - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

#### **G. Performance, Payment and Maintenance Bonds**

The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of ten percent (10%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits B, C and D. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

#### **H. Progress Payments and Retainage**

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

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

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

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

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

- a. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
- b. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

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

#### **I. Withholding Payments to Contractor**

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

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper

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

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

**J. Acceptance of the Work**

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

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

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

**K. Acceptance of Erosion Control Measures**

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

**L. Final Payment**

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to

the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

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

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

#### **M. Contractor's Warranty**

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

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

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

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

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

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

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

#### **N. Compliance with Laws**

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

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

#### **O. Other Items**

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

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

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

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

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

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

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

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

\_\_\_\_\_  
CONTRACTOR

**TOWN OF PROSPER, TEXAS**  
\_\_\_\_\_

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

By: HARLAN JEFFERSON

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

Title: Town Manager

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 121 W. Broadway  
Prosper, Texas 75078

Phone: \_\_\_\_\_

Phone: (972) 346 - 2640

Fax: \_\_\_\_\_

Fax: (972) 569 - 9335

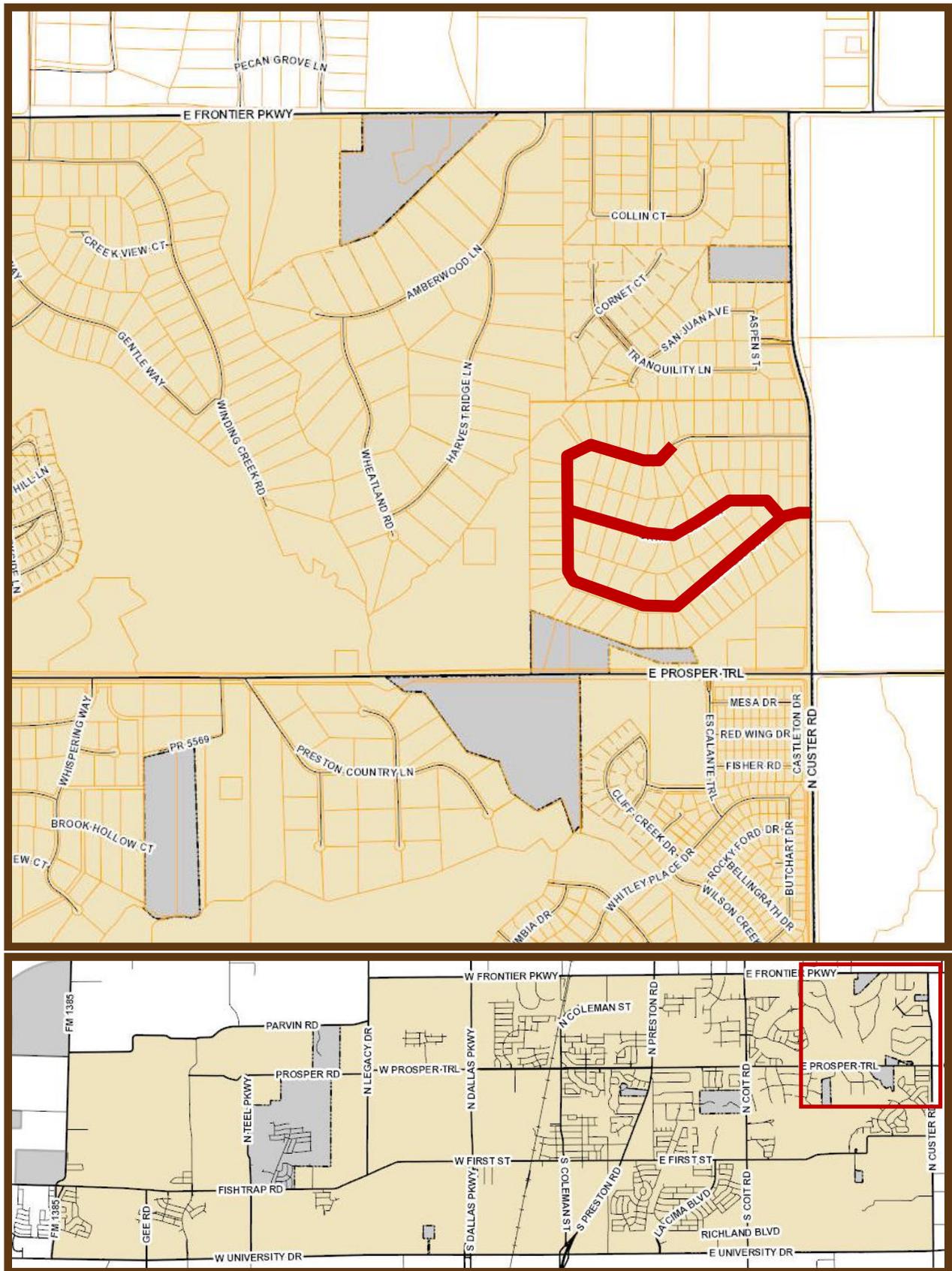
ATTEST:

\_\_\_\_\_  
ROBYN BATTLE  
Town Secretary

PROSPER ROAD IMPROVEMENT PROJECT 2014  
BID NO. BID NUMBER 2014-37-B



# Bid No. 2014-37-B Prosper Road Improvements Project 2014 Rhea Mills Pavement Replacement





## PARKS & RECREATION

**To: Mayor and Town Council**

**From: Julie Owen-Shivers, Recreation Services Coordinator**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

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**Agenda Item:**

Discussion on the Town Council strategic goal: Develop a plan for recreation programs to be offered by the Town.

**Description of Agenda Item:**

At the February 25, 2014, Town Council meeting, Town staff presented the Parks and Recreation Department's plan for recreation programs to be offered by the Town that promote an active lifestyle for the community as well as receive any feedback from the Town Council on any programs they feel appropriate for the Parks and Recreation Department to provide for the community.

The following programs are currently being offered and planned to be offered this summer:

- Bricks4Kids – continuing program that was started summer 2013
- Prosper Tennis Academy – continuing program that was started March 2014
- “Fit 4 Mom” (Stroller Strides) – continuing program that was started March 2014
- Kindermusik – starting programming in June of 2014, Spring session did not make
- Zumba - continuing program that was started April 2014
- Adult Softball - continuing program that was started fall 2013
- 100-mile walking challenge – in conjunction with the 100-year celebration in April 2014
- Skyhawks Sport Camps - starting programming in June 2014
- National Parks and Recreation Month Activities – July 2014

In addition to the programs listed above, staff is actively working on implementing additional classes, such as Boot Camp and group exercise classes, partnering with Live and Prosper Magazine on their summer series program at Frontier Park as well as offering a summer adult softball league due to confirmation of field availability. Other possible traditional recreation programs being researched for this summer include sports camps/classes and arts/science/educational opportunities to contribute to the overall quality of life and well being of the community.

Based on feedback received and requests from residents, staff will continue to pursue offering a variety of programs that include active adult programs, senior programs, fitness/sport classes and camps, and a variety of indoor recreational classes.

**Parks and Recreation Board Recommendation:**

At previous meetings and most recently the March 3, 2014, Parks and Recreation Board meeting, Town staff discussed with the Parks and Recreation Board the recreation programs being offered and planned. The Parks and Recreation Board is very supportive of staff's increased service to accommodate residents' requests within the current abilities of the Town's facilities and resources.

**Town Staff Recommendation:**

Town staff requests approval of the Parks and Recreation Department's plan to offer programs that promote an active lifestyle for the community to achieve the Town Council strategic goal of developing a plan for recreation programs to be offered by the Town.



## ENGINEERING

**To: Mayor and Town Council**

**From: Matt Richardson, P.E., Senior Engineer**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

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**Agenda Item:**

Discussion on the Old Town Drainage Study.

**Description of Agenda Item:**

On February 26, 2013, Town Council authorized an engineering services agreement with Wier & Associates, Inc., (Wier) to perform a drainage analysis of the Old Town area of the Town of Prosper. The purpose of this analysis was to develop design standards and recommendations to be used by property owners, developers, and engineers when redeveloping sites in the Old Town area, and to serve as a guide for the Town in planning and completing drainage capital improvements in the Old Town area.

Drainage in the Old Town area flows primarily westward towards the BNSF railroad. The railroad pre-dates all of the Town's infrastructure and was designed to convey agricultural drainage flows through small culverts and trestles at various low points along the line. As the Town slowly developed eastward from the rail line, roadside ditches were constructed to convey drainage flows toward the railroad and pipes of varying sizes were constructed to convey small flows under roads. When TxDOT constructed Coleman Street in the 1930's, they also designed small culverts at low points to convey drainage flows from what was then agricultural land to the east. As the Town continued to develop eastward from Coleman Street, the roadside ditches were extended further.

Two primary drainage basins were identified in the Old Town area. One is located towards the south, centered generally on First Street, and contains approximately 113 acres of land. This basin crosses the BNSF railroad at First Street but, due to the small size of the culverts at the railroad, may backup and bypass southward during large storms. The other is located towards the north, centered generally on Seventh Street, and contains approximately 230 acres of land. This basin crosses the BNSF railroad near the Public Works facility but, again due to the small size of the culverts at the railroad, may backup and bypass southward or even overtop the railroad during large storms.

To address these issues, Wier has recommended a number of measures to improve the flow of drainage in the Old Town area and to reduce the hazards associated with backup of drainage flows at the railroad. For both basins, Wier has recommended a network of underground trunk mains to convey drainage flows from the upper reaches of the basins towards the railroad. For

the south basin, Wier recommends that a detention pond be constructed near the intersection of First Street and the railroad to reduce the drainage flows to the original agricultural condition. They found the existing culvert to be undersized even for this condition, so they recommend that any drainage flow in excess of the culvert capacity be allowed to bypass southward towards a railroad bridge located midway between First Street and US 380. This bypass will require coordinating with the property owners to the south to insure that adequate infrastructure is planned and constructed in the future.

For the north basin, Wier recommends a detention pond be constructed along the railroad north of Fifth Street to reduce the drainage flows to the original agricultural condition. They found the existing culvert to be undersized even for this condition, so they recommend that the culvert be expanded to convey the full design outflow from the detention pond. This will involve boring or tunneling a new culvert under the railroad in a manner that will not disrupt rail traffic. In addition, they recommend modifications to the existing detention pond at Reynolds Middle School and constructing two smaller detention ponds on vacant land in the upper reaches of the north basin to further slow the drainage flows.

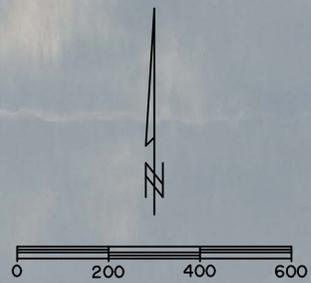
These recommendations should be used only as a guide for future improvements within the Old Town area. As planning occurs for future redevelopment and for future capital improvements, a more detailed analysis should occur for each element proposed in this plan. Detailed designs shall be developed for all future facilities that take into account any changes to conditions and engineering practice at the time of such design.

**Attached Documents:**

1. Proposed Conditions Overall Drainage Area Map

**Town Staff Recommendation:**

Town staff recommends that the Town Council provide feedback regarding future drainage improvements in the Old Town area of Prosper, planning for underground trunk mains to convey drainage flows, and planning for regional detention at various locations to reduce storm drainage flows.



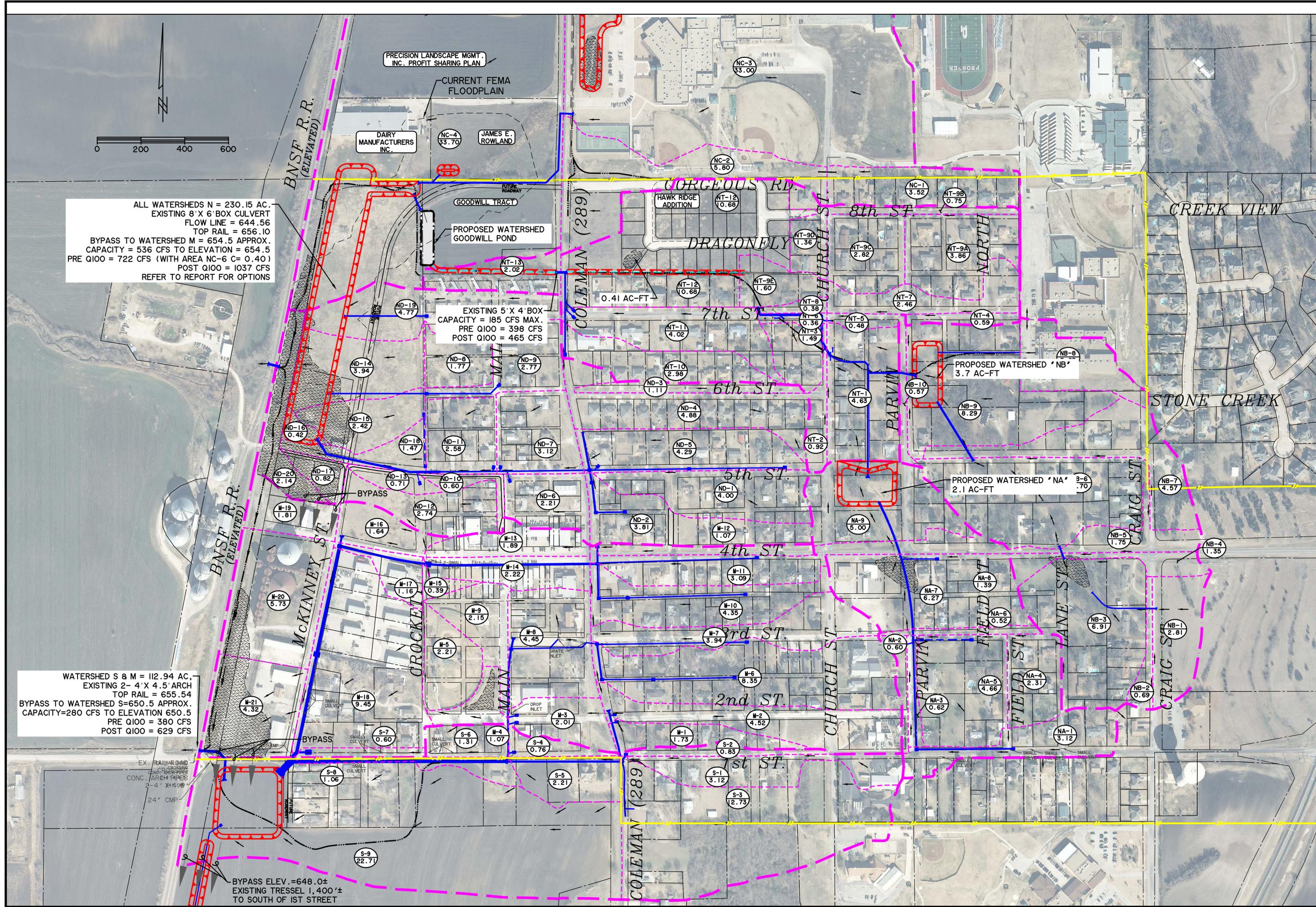
ALL WATERSHEDS N = 230.15 AC.  
 EXISTING 8' X 6' BOX CULVERT  
 FLOW LINE = 644.56  
 TOP RAIL = 656.10  
 BYPASS TO WATERSHED M = 654.5 APPROX.  
 CAPACITY = 536 CFS TO ELEVATION = 654.5  
 PRE Q100 = 722 CFS (WITH AREA NC-6 C = 0.40)  
 POST Q100 = 1037 CFS  
 REFER TO REPORT FOR OPTIONS

EXISTING 5' X 4' BOX  
 CAPACITY = 185 CFS MAX.  
 PRE Q100 = 398 CFS  
 POST Q100 = 465 CFS

WATERSHED S & M = 112.94 AC.  
 EXISTING 2- 4' X 4.5' ARCH  
 TOP RAIL = 655.54  
 BYPASS TO WATERSHED S=650.5 APPROX.  
 CAPACITY=280 CFS TO ELEVATION 650.5  
 PRE Q100 = 380 CFS  
 POST Q100 = 629 CFS

BYPASS ELEV. = 648.0±  
 EXISTING TRESSEL 1,400'±  
 TO SOUTH OF 1ST STREET

PRINTED: 3/26/2014 5TB FILE: WIER-PAVING.STB LAST SAVED: 3/20/2014 10:42 AM SAVED BY: LAURAR FILE: PROPOSEDDAMAP.DWG



PREPARED BY:  
**WIER & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 701 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817)467-7700  
 Texas Firm Registration No. F-2776 www.WierAssociates.com

NO.	DATE	DESCRIPTION	BY

OLD TOWN  
 DRAINAGE STUDY  
 TOWN OF PROSPER,  
 COLLIN COUNTY, TEXAS

PROPOSED CONDITIONS  
 OVERALL DRAINAGE  
 AREA MAP

PRELIMINARY PLANS FOR PROJECT REVIEW.  
 NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.  
 Prepared By/Or Under Direct Supervision Of  
 Ulys Lane III, PE  
 Texas Registration No. 40864 On Date Shown Below.

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 WIER & ASSOCIATES, INC.  
 LAST SHEET EDIT  
 DATE 3/19/2014  
 WA# 13016  
**SHEET NO.**  
 2



## ENGINEERING

**To: Mayor and Town Council**

**From: Matt Richardson, P.E., Senior Engineer  
Michael Bulla, CIP Project Manager**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – April 8, 2014**

**Agenda Item:**

Capital Improvement Projects update.

**Description of Agenda Item:**

Town staff will be providing the Town Council with an update on the following projects recently completed, projects currently under design or construction, the status of remaining approved projects with funding and some additional information on upcoming unfunded projects.

- Projects recently completed:
  - First Street & Coit Road Widening
  - Frontier Park Temporary Parking Lot
  - US 380 Racetrac Water Line
- Projects currently under construction:
  - Custer Road Pump Station, Phase II
  - Doe Branch WWTP - UTRWD
  - First Street & Coit Road Median Landscaping
  - Frontier Park Field Lighting
  - Preston Road (US 380 - Frontier) - TxDOT
    - SH 289 Illuminated Street Name Signs
  - Prosper Road Improvement Projects (Asphalt)
    - Coit Road (First - Frontier) Pavement Replacement
    - Coleman Street (Broadway - Prosper) Pavement Replacement
    - First Street (DNT - Coleman) Pavement Replacement
  - Prosper Road Improvement Projects (Concrete)
    - Rhea Mills Pavement Replacement
  - Upper Plane 30/24-inch Water Line
- Projects currently under design:
  - Cockrell Park
  - Coleman Street (Prosper Trail - High School) Reconstruction
    - Coleman / Prosper Trail Traffic Signal
    - Coleman Street 16" Water Line
    - Coleman Street Culverts

- Frontier Park Southwest Corner Practice Fields
- Town Hall / Multi-Purpose Building (Needs Assessment)
- US 380 (Denton CL - Lovers) - TxDOT
- US 380 (Lovers - Custer) - TxDOT
- Windsong Ranch Fire Station
- Projects with approved funding:
  - Custer Road Turn Lanes at Prosper Trail
  - Decorative Monument Street Signs
  - Downtown Enhancements (Broadway & Main)
  - Landplan 18-inch Sewer Line (Coit - First)
  - Prosper Road Improvement Projects (Concrete)
    - Broadway (McKinley - Main) Pavement Replacement
    - First Street (Church - Craig) Pavement Replacement
    - Main Street (First - Broadway) Pavement Replacement
    - Seventh Street (Coleman - PISD Admin) Pavement Replacement
  - School Zone Flashers with Radar
  - SH 289 Median Lighting
- Projects with additional funding needed:
  - Coleman Street (High School - Preston) Extension
  - DNT Southbound Service Road
  - Prosper Trail Elevated Storage Tank
  - Richland Blvd. Median Landscaping
  - Town Hall / Multi-Purpose Building (Construction)

**Attached Documents:**

- Summary of Five Year CIP Plan
- Status of 2011 Bond Projects

**Town Staff Recommendation:**

Town staff recommends the Town Council provide feedback on the Capital Improvement Program updates provided.

**Summary of Five Year CIP Plan - Draft 04/08/2014  
General Fund Projects**

STREET PROJECTS	PROJECT SCHEDULE								TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE							
	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024		OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
Coit Road (US 380 - Frontier)		101,990							101,990	101,990	0											
ST1203 Hays Road (Ridgewood - Chandler)		460,000							460,000	30,000	7	430,000										
ST1201 Prosper Trail (Preston - Custer)		1,020,545							1,020,545			1,020,545										
ST0803 First Street and Coit Rd Widening		8,250,000	(75,000)						8,175,000	5,329,575	0, 1	2,845,425										
ST0605 Prosper/County Road Improvements		850,000							850,000			850,000										
Broadway (McKinley - Main)			113,000						113,000			113,000										
Coit Road (First Street - Frontier)			818,500						818,500	55,000	7	763,500										
Coleman Road (Broadway - Prosper Trail)			321,900						321,900			321,900										
Downtown Enhancements (Bway - Main)			475,000						475,000	475,000	4											
First Street (Church - Craig)			380,000						380,000	76,000	5.7	304,000										
First Street (DNT - Coleman)			305,400						305,400			305,400										
Main Street (Broadway - First)			181,000						181,000			53,655		127,345					127,345			
Rhea Mills			824,000						824,000				824,000						824,000			
Seventh Street (Coleman - PISD Admin)			740,000						740,000	372,000	5.7	368,000										
ST1405 Coleman Road (Prosper Trail - HS)			1,000,000						1,000,000				1,000,000						1,000,000			
Custer Road Turn Lanes @ Prosper Trail			100,000						100,000	100,000	0											
Fifth Street (Railroad - Coleman)				225,000					225,000				225,000						225,000			
Fishtrap Road (FM 1385 - DNT)				1,250,000					1,250,000				1,250,000						1,250,000			
Gee Road (US380 - Fishtrap)				160,000					160,000				160,000						160,000			
McKinley Street (First - Fifth)				275,000					275,000				275,000						275,000			
US380 ROW				70,000					70,000	70,000	0											
Church Street (First - Broadway)					170,000				170,000				170,000							170,000		
First Street (Greenspoint - Custer)					420,000				420,000				420,000							420,000		
Frontier Parkway (DNT - Preston)			365,000	3,285,000					3,650,000				365,000	3,285,000					3,650,000			
Church Street (Broadway - Eighth)					375,000				375,000				375,000							375,000		
Eighth Street (Church - PISD Admin)					160,000				160,000				160,000							160,000		
Field Street (Third - Broadway)					41,000				41,000				41,000							41,000		
Parvin Road (Good Hope - FM 1385)					270,000				270,000				270,000							270,000		
Pasewark (Preston - End)					280,000				280,000				280,000							280,000		
Teel Parkway (US380 - Fishtrap)					182,655				182,655				182,655							182,655		
DNT Southbound Service Road					2,500,000	7,000,000			9,500,000	3,300,000	9									6,200,000		
DNT Southbound Braided Ramp								4,000,000	4,000,000	4,000,000	9										0	
<b>SUBTOTAL</b>	<b>10,682,535</b>	<b>5,548,800</b>	<b>5,265,000</b>	<b>3,090,000</b>	<b>8,308,655</b>	<b>0</b>	<b>0</b>	<b>4,000,000</b>	<b>36,894,990</b>	<b>13,909,565</b>		<b>7,375,425</b>	<b>2,189,000</b>	<b>7,221,000</b>	<b>6,200,000</b>	<b>0</b>	<b>7,511,345</b>	<b>590,000</b>	<b>7,508,655</b>	<b>0</b>	<b>0</b>	<b>0</b>

TRAFFIC PROJECTS	PROJECT SCHEDULE								TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE							
	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024		OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
Decorative Monument Street Signs		150,000							150,000	150,000	4											
School Zone Flashers w/Radar		130,000							130,000	130,000	4											
SH 289 Illuminated Street Name Signs		100,000							100,000	100,000	2											
ST1405 Coleman/Prosper Trail		200,000							200,000				200,000						200,000			
SH 289 Median Lighting		1,000,000							1,000,000				600,000		400,000				1,000,000			
US380 Illuminated Street Signs			25,000						25,000					25,000					25,000			
Coit Road / First Street			201,600						201,600	201,600	0											
Coit Road /Richland Boulevard			201,600						201,600	201,600	0											
Dallas North Tollway / Prosper Trail			390,000						390,000	390,000	0											
Coit Road / Prosper Trail				201,600					201,600	201,600	0											
Dallas North Tollway / First Street				390,000					390,000	390,000	0											
<b>SUBTOTAL</b>	<b>0</b>	<b>1,580,000</b>	<b>818,200</b>	<b>591,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,989,800</b>	<b>1,764,800</b>		<b>0</b>	<b>800,000</b>	<b>0</b>	<b>425,000</b>	<b>0</b>	<b>1,225,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Other Sources**

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (see Project Detail)
- 3. Developer Agreement(s)
- 4. Decision Package
- 5. Water/Wastewater Fund
- 6. Park Development Fund
- 7. Stormwater Drainage Fund
- 8. Tax Increment Reinvestment Zone #1 (TIRZ 1)
- 9. Tax Increment Reinvestment Zone #2 (TIRZ 2)

	Project Completed
	Project Modified
	Project Added

**Summary of Five Year CIP Plan - Draft 04/08/2014  
General Fund Projects**

PARK PROJECTS	PROJECT SCHEDULE								TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE						
	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024		OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024
Frontier Park - Exercise Stations	34,000								34,000	6											
PK1302 Preston Lakes Hike & Bike Trail	67,000								67,000	6											
Preston Lakes Remediation	57,500								57,500	6											
PK1301 Sexton Farms Park - Land Purchase	3,880,000								3,880,000	1	3,480,000										
Windmill Park - Pavillion	270,000								270,000	6	35,000										
Windmill Park - Restrooms	105,000								105,000	6	5,000										
Windmill Park - Site Work	20,000								20,000		20,000										
Windmill Park - Splash Ground	101,000								101,000		101,000										
Windmill Playground	300,000								300,000	1	35,000										
PK0613 Windmill Playground - Shade Structures	72,000								72,000		72,000										
Frontier Park Temporary Parking Lot		75,000							75,000	4											
First Street & Coit Road Landscaping		585,000							585,000	2	75,000										
Frontier Park - Southwest Corner Practice Fields		292,000							292,000	6											
PK1404 Frontier Park Field Lighting		400,000							400,000		400,000										
Cockrell Park	100,000	658,000							758,000	6	400,000										
Field Improvements/Backstops			220,000						220,000				220,000								
Frontier Park - Southeast Corner Field Lighting			400,000						400,000			400,000									
Pecan Grove Irrigation		100,000	75,000						175,000	4											
SH 289 Landscaping (US380 - Frontier)		30,000	550,000						580,000	1,4											
Richland Boulevard Landscaping (Prosper Commons - Coit)				175,000					175,000				175,000								
Hike & Bike Trails					750,000				750,000			750,000					750,000				
Frontier Park, Phase II (Community Park)							6,000,000		6,000,000				6,000,000								6,000,000
Preston Lakes Playground							90,000		90,000				90,000								90,000
Sexton Farms Park, Phase I							12,000,000		12,000,000				12,000,000								12,000,000
<b>SUBTOTAL</b>	<b>5,006,500</b>	<b>2,140,000</b>	<b>1,245,000</b>	<b>175,000</b>	<b>750,000</b>	<b>0</b>	<b>0</b>	<b>18,090,000</b>	<b>27,406,500</b>	<b>3,148,500</b>	<b>4,623,000</b>	<b>0</b>	<b>1,150,000</b>	<b>18,485,000</b>	<b>0</b>	<b>620,000</b>	<b>175,000</b>	<b>750,000</b>	<b>0</b>	<b>0</b>	<b>18,090,000</b>

FACILITY PROJECTS	PROJECT SCHEDULE								TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE						
	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024		OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024
Cook Lane Fire Station (Land Acquisition)		300,000							300,000		300,000										
Public Works Temporary Building		203,000							203,000	4											
Central Fire Station, Phase II			850,000						850,000				850,000								
Motorola/Frisco System			1,900,000						1,900,000			500,000	1,400,000								
Windsong Ranch Fire Station		300,000	4,400,000						4,700,000		300,000	2,050,000	2,350,000								
Town Hall - Multipurpose Facility		50,000	1,200,000		3,750,000				5,000,000			1,250,000	3,750,000								
Cook Lane Fire Station (station,training,admin,EOC)							14,670,000		14,670,000				14,670,000								14,670,000
Gentle Creek Fire Station							5,625,000		5,625,000				5,625,000								5,625,000
Library Facility							6,000,000		6,000,000				6,000,000								6,000,000
Parks and Recreation Maintenance Building							5,450,000		5,450,000			450,000	5,000,000								5,450,000
Police Station							7,000,000		7,000,000			1,000,000	6,000,000								7,000,000
Public Works Complex							5,450,000		5,450,000			450,000	5,000,000								5,450,000
Recreation Center							15,000,000		15,000,000				15,000,000								15,000,000
Senior Facility							5,000,000		5,000,000				5,000,000								5,000,000
<b>SUBTOTAL</b>	<b>0</b>	<b>350,000</b>	<b>5,600,000</b>	<b>0</b>	<b>3,750,000</b>	<b>0</b>	<b>0</b>	<b>64,195,000</b>	<b>73,895,000</b>	<b>0</b>	<b>300,000</b>	<b>1,250,000</b>	<b>3,950,000</b>	<b>68,395,000</b>	<b>0</b>	<b>5,650,000</b>	<b>0</b>	<b>3,750,000</b>	<b>0</b>	<b>0</b>	<b>64,195,000</b>

<b>GRAND TOTAL GENERAL FUND</b>	<b>15,689,035</b>	<b>9,618,800</b>	<b>12,928,200</b>	<b>3,856,600</b>	<b>12,808,655</b>	<b>0</b>	<b>0</b>	<b>86,285,000</b>	<b>141,186,290</b>	<b>18,822,865</b>	<b>12,298,425</b>	<b>4,239,000</b>	<b>12,321,000</b>	<b>93,505,000</b>	<b>0</b>	<b>15,006,345</b>	<b>765,000</b>	<b>12,008,655</b>	<b>0</b>	<b>0</b>	<b>82,285,000</b>
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**Other Sources**

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (see Project Detail)
- 3. Developer Agreement(s)
- 4. Decision Package
- 5. Water/Wastewater Fund
- 6. Park Development Fund
- 7. Stormwater Drainage Fund
- 8. Tax Increment Reinvestment Zone #1 (TIRZ 1)
- 9. Tax Increment Reinvestment Zone #2 (TIRZ 2)

	Project Completed
	Project Modified
	Project Added

**Summary of Five Year CIP Plan - Draft 04/08/2014  
Enterprise Fund Projects**

WATER PROJECTS		PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE							
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024
	US380 West Side Water Line	3,310,000							3,310,000	3,310,000	0,1,3,5			0								
	US380 Racetrac Water Line	600,000							600,000	600,000	0,3			0								
WA1202	Custer Pump Station, Phase II	5,060,000	528,000						5,588,000	310,000	0	5,278,000		0								
	Upper Plane 30/24-inch Water Line	5,072,000	(1,007,419)						4,064,581	365,000	0	3,699,581		0								
ST1405	Coleman Street 16-inch Water Line			180,000					180,000	180,000	0			0								
	PRV's at BNSF Railroad			582,200					582,200			582,200		0								
	Downtown Rehab			250,000	250,000	250,000			750,000					750,000			250,000	250,000	250,000			
WA0407	Prosper Trail Elevated Storage Tank	165,000		352,300	4,403,300				4,920,600			517,300		4,403,300			4,403,300					
	Lower Pressure Plane Pump Station and Transmission Line			200,000	1,630,000	15,456,800			17,286,800	127,081	0	72,919		17,086,800			1,630,000	15,456,800				
	County Line Elevated Storage Tank						937,500	4,687,200	5,624,700					5,624,700					937,500		4,687,200	
<b>SUBTOTAL</b>		<b>14,207,000</b>	<b>(479,419)</b>	<b>1,564,500</b>	<b>6,283,300</b>	<b>15,706,800</b>	<b>0</b>	<b>937,500</b>	<b>42,906,881</b>	<b>4,892,081</b>		<b>10,150,000</b>	<b>0</b>	<b>0</b>	<b>27,864,800</b>	<b>0</b>	<b>250,000</b>	<b>6,283,300</b>	<b>15,706,800</b>	<b>0</b>	<b>937,500</b>	<b>4,687,200</b>

WASTEWATER PROJECTS		PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE							
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024
WW0410	Lacima Force Main	85,815							85,815	85,815	0			0								
WW1203	US380 West Side Sewer Line	1,990,000							1,990,000	1,990,000	0,1,2,3			0								
WW0808	Wilson Creek Interceptor	2,035,000							2,035,000	175,000	0	1,860,000		0								
	Blue Star (Doe Branch - Preston)		1,000,000						1,000,000			1,000,000		0		1,000,000						
	Generator for Lift Stations	30,000							30,000	30,000	4			0								
	LaCima LS#1 (Frisco)	245,000							245,000	245,000	0			0								
	Landplan (Coit - First)	300,000							300,000	300,000	3,5			0								
	Doe Branch WWTP	16,000,000							16,000,000	3,000,000	5	13,000,000		0								
	Downtown Rehab			250,000	250,000	250,000			750,000					750,000			250,000	250,000	250,000			
	Decommission Wastewater Plant							900,000	900,000					900,000								900,000
<b>SUBTOTAL</b>		<b>20,685,815</b>	<b>1,000,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>23,335,815</b>	<b>5,825,815</b>		<b>14,860,000</b>	<b>1,000,000</b>	<b>0</b>	<b>1,650,000</b>	<b>0</b>	<b>1,250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>900,000</b>

DRAINAGE PROJECTS		PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE							
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024
	Highland Meadows	220,000							220,000	220,000	7			0								
	Collin Green	10,000							10,000	10,000	7			0								
	Downtown Drainage Study	75,000							75,000			75,000		0								
	Gentle Creek (Crooked Stick/Winding Creek)	33,000							33,000	8,000	7	25,000		0								
	Lakes of LaCima	250,000							250,000			250,000		0								
	Teel Road	30,000							30,000			30,000		0								
	Amberwood Farms		100,000						100,000			100,000		0								
ST1405	Coleman Road	500,000							500,000			500,000		0								
	Frontier Parkway		25,000						25,000			25,000		0								
	Gentle Creek (Jones/Toney)		50,000						50,000	50,000	7			0								
	Talon Drive		25,000						25,000			25,000		0								
<b>SUBTOTAL</b>		<b>1,118,000</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,318,000</b>	<b>288,000</b>		<b>1,030,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>GRAND TOTAL ENTERPRISE FUNDS</b>	<b>36,010,815</b>	<b>720,581</b>	<b>1,814,500</b>	<b>6,533,300</b>	<b>15,956,800</b>	<b>0</b>	<b>937,500</b>	<b>5,587,200</b>	<b>67,560,696</b>	<b>11,005,896</b>		<b>26,040,000</b>	<b>1,000,000</b>	<b>0</b>	<b>29,514,800</b>	<b>0</b>	<b>1,500,000</b>	<b>6,533,300</b>	<b>15,956,800</b>	<b>0</b>	<b>937,500</b>	<b>5,587,200</b>
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**Other Sources**

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (see Project Detail)
- 3. Developer Agreement(s)
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- 6. Park Development Fund
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- 8. Tax Increment Reinvestment Zone #1 (TIRZ 1)
- 9. Tax Increment Reinvestment Zone #2 (TIRZ 2)

	Project Completed
	Project Modified
	Project Added

**Summary of Five Year CIP Plan - Draft 04/08/2014  
Capital Improvement Program Summary**

CAPITAL IMPROVEMENT PROGRAM SUMMARY	PROJECT SCHEDULE								TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE						
	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024		OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024
GENERAL FUND	15,689,035	9,618,800	12,928,200	3,856,600	12,808,655	0	0	86,285,000	141,186,290	18,822,865	12,298,425	4,239,000	12,321,000	93,505,000	0	15,006,345	765,000	12,008,655	0	0	82,285,000
ENTERPRISE FUNDS	36,010,815	720,581	1,814,500	6,533,300	15,956,800	0	937,500	5,587,200	67,560,696	11,005,896	26,040,000	1,000,000	0	29,514,800	0	1,500,000	6,533,300	15,956,800	0	937,500	5,587,200
<b>GRAND TOTAL CAPITAL IMPROVEMENT PROGRAM</b>	<b>51,699,850</b>	<b>10,339,381</b>	<b>14,742,700</b>	<b>10,389,900</b>	<b>28,765,455</b>	<b>0</b>	<b>937,500</b>	<b>91,872,200</b>	<b>208,746,986</b>	<b>29,828,761</b>	<b>38,338,425</b>	<b>5,239,000</b>	<b>12,321,000</b>	<b>123,019,800</b>	<b>0</b>	<b>16,506,345</b>	<b>7,298,300</b>	<b>27,965,455</b>	<b>0</b>	<b>937,500</b>	<b>87,872,200</b>

<b>2011 Bond Proposition No. 1 - Multi-Purpose Municipal Facility</b>		<b>\$1,250,000</b>
<b>Projects Under Design</b>	<b>100%</b>	<b>\$1,250,000</b>
*Town Hall / Multi Purpose Facility	Design	\$1,250,000
*including needs assessment for municipal uses that may include town hall, library, and community/senior center.		
*reimbursement resolution, debt not issued		

<b>Municipal Facility - Additional Funding Needed</b>		
*Town Hall / Multi Purpose Facility	Construction	\$3,750,000
*additional funding may be needed based on needs assessment.		

<b>2011 Bond Proposition No. 2 - Public Works Facility</b>		<b>\$450,000</b>
<b>Projects Funded FY2018+</b>	<b>100%</b>	<b>\$450,000</b>
Public Works Complex	Design	\$450,000

<b>Public Works Facility - Additional Funding Needed</b>		
Public Works Complex	Construction	\$5,000,000

<b>2011 Bond Proposition No. 3 - Public Safety</b>		<b>\$3,850,000</b>
<b>Projects Under Design</b>	<b>8%</b>	<b>\$300,000</b>
Windsong Ranch Fire Station	Design	\$300,000
<b>Projects Funded</b>	<b>8%</b>	<b>\$300,000</b>
Cook Lane Fire Station	Land Acq.	\$300,000
<b>Projects Funded FY2015</b>	<b>58%</b>	<b>\$2,250,000</b>
Radio System Upgrades	Equipment	\$500,000
Windsong Ranch Fire Station	Construction	\$1,750,000
<b>Projects Funded FY2018+</b>	<b>26%</b>	<b>\$1,000,000</b>
Police Station	Design	\$1,000,000

<b>Public Safety - Additional Funding Needed</b>		
Police Station	Construction	\$6,000,000
Radio System Upgrades	Equipment	\$1,400,000
Windsong Ranch Fire Station	Construction	\$2,650,000

<b>2011 Bond Proposition No. 4 - Parks, Trails and Recreation Facility</b>		<b>\$6,200,000</b>
<b>Projects Completed</b>	<b>61%</b>	<b>\$3,800,000</b>
Parks Equipment Purchase		\$320,000
Sexton Farms - Land Acquisition		\$3,480,000
<b>Projects Under Construction</b>	<b>6%</b>	<b>\$400,000</b>
Frontier Park Field Lighting		\$400,000
<b>Projects Under Design</b>	<b>6%</b>	<b>\$400,000</b>
Cockrell Park		\$400,000
<b>Projects Funded FY2015</b>	<b>6%</b>	<b>\$400,000</b>
Frontier Park - Southeast Corner Field Lighting		\$400,000
<b>Projects Funded FY2017</b>	<b>12%</b>	<b>\$750,000</b>
Hike & Bike Trails		\$750,000
<b>Projects Funded FY2018+</b>	<b>7%</b>	<b>\$450,000</b>
Parks Maintenance Facility	Design / Land	\$450,000

<b>Parks, Trails and Recreation Facility - Additional Funding Needed</b>		
Parks Maintenance Facility	Construction	\$5,000,000

<b>2011 Bond Proposition No. 5 - Road Improvements</b>		<b>\$13,290,000</b>
<b>Projects Completed</b>	<b>11%</b>	<b>\$1,450,545</b>
Hays Road (Chandler - Ridgewood)	concrete maint	\$430,000
Prosper Trail (Preston - Custer)	asphalt maint	\$1,020,545
<b>Projects Under Construction</b>	<b>17%</b>	<b>\$2,214,800</b>
Coit Road (First - Frontier)	asphalt maint	\$763,500
Coleman Street (Broadway - Prosper Trl)	asphalt maint	\$321,900
First Street (DNT - Coleman)	asphalt maint	\$305,400
*Rhea Mills Pavement Replacement	concrete maint	\$824,000
*reimbursement resolution, debt not issued		
<b>Projects Under Design</b>	<b>9%</b>	<b>\$1,200,000</b>
*Coleman Street (Prosper Trl - HS)	2-lane concrete	\$1,200,000
*reimbursement resolution, debt not issued		
<b>Projects Funded FY2014</b>	<b>7%</b>	<b>\$966,000</b>
Broadway (McKinley - Main)	concrete maint	\$113,000
First Street (Church - Craig)	concrete maint	\$304,000
Main Street (Broadway - First)	concrete maint	\$181,000
Seventh Street (Coleman - PISD Admin)	concrete maint	\$368,000
<b>Projects Funded FY2015</b>	<b>42%</b>	<b>\$5,560,000</b>
Fifth Street (Railroad - Coleman)	concrete maint	\$225,000
Fishtrap Road (FM 1385 - DNT)	asphalt maint	\$1,250,000
*Frontier Parkway (DNT - Preston)	4-lane concrete	\$3,650,000
*delayed from FY2014, BNSF overpass coordination		
Gee Road (US 380 - Fishtrap)	asphalt maint	\$160,000
McKinley Street (First - Fifth)	concrete maint	\$275,000
<b>Projects Funded FY2016</b>	<b>4%</b>	<b>\$590,000</b>
Church Street (First - Broadway)	concrete maint	\$170,000
First Street (Greenspoint - Custer)	asphalt maint	\$420,000
<b>Projects Funded FY2017</b>	<b>10%</b>	<b>\$1,308,655</b>
Church Street (Broadway - Eighth)	concrete maint	\$375,000
Eighth Street (Church - PISD Admin)	concrete maint	\$160,000
Field Street (Third - Broadway)	concrete maint	\$41,000
Parvin Road (FM 1385 - Good Hope)	asphalt maint	\$270,000
Pasewark (Preston - End)	concrete maint	\$280,000
Teel Parkway (US 380 - Fishtrap)	asphalt maint	\$182,655