



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, October 14, 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. Presentations.
 - Presentation of Certificates of Appreciation to former members of the Town's Boards and Commissions.

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 – September 23, 2014
- 5b. Consider and act upon awarding CSP No. 2014-40-A to Imaginuity Interactive, Inc., for website enhancement, website hosting, and support services; and authorizing the Town Manager to execute same. **(BR)**
- 5c. Consider and act upon an ordinance rezoning 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10). (Z14-0013). **(AG)**
- 5d. Consider and act upon an ordinance for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway. The property is zoned Planned Development-43 (PD-43). (S14-0003). **(JW)**
- 5e. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for Geographic Information System (GIS) Services between the Town of Prosper and City of Frisco. **(AG)**
- 5f. 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. **(AG)**

- 5g. Consider and act upon approving the purchase of lighting and installation services for the Frontier Park Southwest Corner and Batting Cage Lighting project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative. **(PN)**

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 an ordinance amending Section 8, "Changes and Amendments to All Zoning Ordinances and Districts and Administrative Procedures," of Chapter 1, "General Provisions, Administration and Procedures," of the Zoning Ordinance, Ordinance No. 05-20, as amended, regarding procedures for denial recommendations by the Planning and Zoning Commission, written protest procedures and petitions in opposition to a zoning amendment, and officers of the Board of Adjustment, their appointment and duties; and repealing existing provisions related thereto. (Z14-0014). **(JW)**

DEPARTMENT ITEMS:

8. Conduct an annual review of the Town's Comprehensive Plan with respect to current conditions and trends. **(JW)**
9. Discussion on the design of the Downtown Enhancements project. **(MR)**

10. **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:

10a. *Section 551.087 – To discuss and consider economic development incentives.*

10b. *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.*

- 10c. Section 551.071 – To discuss possible litigation regarding claims related to landscaping and irrigation projects, and all matters incident and related thereto.*
11. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.
 12. Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.
 - Discuss the date for the Strategic Planning Session in January 2015
 13. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 121 W. Broadway Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on October 10, 2014, 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

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

NOTICE

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.

<p>NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1011 at least 48 hours prior to the meeting time.</p>



Prosper is a place where everyone matters.

MINUTES
Regular Meeting of the
Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, September 23, 2014

1. Call to Order/Roll Call.

The meeting was called to order at 5:02 p.m..

Council Members Present:

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

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary
Terrence Welch, Town Attorney
Pete Smith, Attorney
Hulon T. Webb, Jr., Executive Director of Development and Community Services
John Webb, Director of Development Services
Alex Glushko, Senior Planner
Paul Naughton, Landscape Architect
Matt Richardson, Senior Engineer
Bill Elliott, Building Official
Will Mitchell, Parks & Recreation Manager
Julie Shivers, Recreation Services Coordinator
Kent Austin, Finance Director
Trish Featherston, Accounting Manager
January Cook, Purchasing Manager
Baby Raley, Human Resources Director
Doug Kowalski, Police Chief
Gary McHone, Assistant Police Chief
Ronnie Tucker, Fire Chief
Robert Winningham, Economic Development Corporation Executive Director

2. 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:

- 2a. Section 551.087 – To discuss and consider economic development incentives.**
- 2b. 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 in to Executive Session at 5:02 p.m.

The Town Council reconvened the Regular Meeting at 6:09 p.m. No action was taken as a result of Executive Session.

REGULAR MEETING

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

Doug Kriz of Grace Christian Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

4. Announcements of upcoming events.

Mayor Pro-Tem Miller made the following announcements:

The Prosper Police and Fire Departments are hosting a “Drug Take Back Day” on Saturday, September 27, to provide a safe, convenient way to dispose of over-the-counter or prescription medications. Residents may drop off unwanted or expired drugs at the entry lobby of the Prosper Fire Station from 10:00 a.m.-2:00 p.m.

On Tuesday, October 7, residents are encouraged to participate in National Night Out by spending the evening outside visiting with neighbors and Prosper’s public safety personnel. This annual event was created to heighten awareness and strengthen participation in local anti-crime efforts. Contact Officer Juan Flores for more information or to schedule a block party.

Senior Citizen residents are invited to attend a Senior Luncheon with the Mayor on Wednesday, October 15th, from 11:30 a.m.-1:00 p.m. at Prosper United Methodist Church. Please RSVP by October 10. Contact Julie Shivers in the Parks & Recreation Department.

The 5th Annual Cory Ausenbaugh Memorial 5k and 1 Mile Fun Run will be held on Saturday, October 18, at Frontier Park. Registration information is available on the Town’s website. Proceeds will be donated to a scholarship fund for a deserving Prosper High School Senior who is pursuing a degree in education. Contact Assistant Fire Chief Stuart Blasingame for more information.

Residents are invited to join the fun at Prosper’s Homecoming Parade, to be held on Wednesday, October 22, starting at 5:30 p.m. Come see a variety of floats

representing Prosper's community and school groups at one of the Town's biggest Fall events.

5. Proclamations.

- **Presentation of a Proclamation to members of the Clothe a Child program declaring October 2014 as *Clothe a Child Month*. (RB)**

Patty Felan, Doug Kriz, and members of the Clothe a Child program accepted the Proclamation.

- **Presentation of a Proclamation to members of the Prosper Police Department declaring October 7, 2014 as *National Night Out*. (RB)**

Police Chief Doug Kowalski, Assistant Police Chief Gary McHone, and Officer Juan Flores accepted the Proclamation.

6. 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 Vogelsang removed Item 6k from the Consent Agenda.

- 6a. **Consider and act upon minutes from the following Town Council meetings. (RB)**
 - **Regular Meeting – September 9, 2014**
- 6b. **Receive the August 2014 financial report. (KA)**
- 6c. **Consider and act upon the appointment of a Municipal Judge, and authorize the Mayor to execute an agreement for same. (RB)**
- 6d. **Consider and act upon a resolution designating *The Prosper Press* as the official newspaper of the Town of Prosper for Fiscal Year 2014-2015. (RB)**
- 6e. **Consider and act upon approving an Interlocal Agreement between Collin County and the Town of Prosper, related to child abuse, investigation, and law enforcement services; and authorizing the Town Manager to execute same. (DK)**
- 6f. **Consider and act upon an ordinance amending Section XIII "Parks and Recreation User Fees" of Appendix A "Fee Schedule" of the Town's Code of Ordinances by amending subsection (a) Field User Fees. (JS)**
- 6g. **Consider and act upon authorizing the Town Manager to execute a Settlement and Release Agreement between Oncor Electric Delivery**

Company LLC, and the Town of Prosper, Texas, related to the reimbursement for overbilling of unmetered street lights. (HW)

- 6h. Consider and act upon an ordinance repealing Section 1.04.001 “Time limit for speaking at certain meetings” of Article 1.04 “Boards, Commissions and Committees” of Chapter 1 “General Provisions” of the Town’s Code of Ordinances and replacing it with a new Division 1, entitled “Library Board” to provide Library Board’s number of members, terms of office, vacancies, selection of Chair and Vice-Chair, meetings, and power and authority. (HW)
- 6i. Consider and act upon an ordinance repealing Section 1.09.082 “Number of members,” Section 1.09.085 “Chair/vice-chair/secretary/quorum,” and Section 1.09.088 “Powers and authority” of Division 3 “Parks and Recreation Board” of Article 1.09 “Parks and Recreation” of Chapter 1 “General Provisions” of the Town’s Code of Ordinances and replacing said sections with a new Section 1.09.082 “Number of members,” Section 1.09.085 “Chair/vice-chair/quorum,” and Section 1.09.088 “Powers and authority,” regarding residency requirements for the members of the Parks and Recreation Board, selection of Chair and Vice-Chair, and powers and authority. (WM)
- 6j. Consider and act upon an ordinance amending Section 3.02.010 “Officers” of Article 3.02 “Construction Board of Appeals” of Chapter 3 “Building Regulations” of the Town’s Code of Ordinances, regarding the composition and appointment of Board members. (AG)

Deputy Mayor Pro-Tem Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to approve Items 6a-6j on the Consent Agenda. The motion was approved by a vote of 7-0.

- 6k. 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. (AG)

Senior Planner Alex Glushko responded to questions from the Town Council about this item. Councilmember Vogelsang made a motion and Councilmember Korbuly seconded the motion to approve Item 6k. The motion was approved by a vote of 7-0.

7. 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 -

There were no 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.)

Mayor Smith moved to Item 14 on the agenda.

14. **Consider and act upon authorizing the Mayor to execute the First Amended and Restated Development and Financing Agreement with Blue Star Land, L.P., Blue Star Allen, L.P., 183 Land Corp., and Prosper Economic Development Corporation, for the reimbursement of the cost of construction of public infrastructure to be constructed within Tax Increment Reinvestment Zone Number One, Town of Prosper. (HJ)**

Town Manager Harlan Jefferson presented this item before the Town Council. The original agreement was executed in 2008 to address the cost of construction of public infrastructure within Tax Increment Reinvestment Zone (TIRZ) No. 1. The amended agreement eliminates the need for the Town to issue any debt for the project, and contains other improvements from the original agreement. Mr. Jefferson introduced attorney Pete Smith, who reviewed the terms of the new agreement compared to the original agreement. The developer is assuming more of the financial risk for the project, dedicating land for municipal purposes, and funding the construction of infrastructure. The Prosper Economic Development Corporation is now a party to the agreement, and Collin County will participate in the project as well.

The Mayor recognized the following individual who requested to speak:

Irwin “Cap” Parry, 850 Kingview Drive, Prosper, addressed the Council on the dedication of land for municipal purposes in the agreement, requesting that any future Town Hall remain in the downtown area, and received clarification from the Town Council that while land is being dedicated for a future fire station within the project, the timing of construction has not yet been determined.

Mayor Pro-Tem Miller made a motion and Councilmember Vogelsang seconded the motion to authorize the Mayor to execute the First Amended and Restated Development and Financing Agreement with Blue Star Land, L.P., Blue Star Allen, L.P., 183 Land Corp., and Prosper Economic Development Corporation, for the reimbursement of the cost of construction of public infrastructure to be constructed within Tax Increment Reinvestment Zone Number One, Town of Prosper. The motion was approved by a vote of 7-0.

PUBLIC HEARINGS:

8. **Conduct a Public Hearing, and consider and act upon a request to rezone 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10). (Z14-0013). (AG)**

Senior Planner Alex Glushko presented this item before the Town Council. This item was tabled at the September 9, 2014, Town Council meeting to allow the applicant to revise the application to align the proposed PD-SF-10 development standards with the straight SF-10 district development standards, specifically regarding minimum lot area and side yard setback. Dave Wilcox with Wilco Partners addressed the Town Council and presented a brief PowerPoint presentation reviewing the proposed project.

Mayor Smith opened the Public Hearing.

Jack Dixon, 810 Long Valley Court, Prosper, did not wish to speak, but expressed his support for the new minimum lot size proposed with the item.

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

Deputy Mayor Pro-Tem Dugger made a motion, and Councilmember Korbuly seconded the motion to approve a request to rezone 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10). The motion was approved by a vote of 7-0.

9. Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway. The property is zoned Planned Development-43 (PD-43). (S14-0003). (JW)

John Webb, Director of Development Services, presented this item before the Town Council. The request is for a Specific Use Permit (SUP) for a new automobile sales/leasing facility to include a sales and showroom, parts sales, service bays and a car wash. Mr. Webb reviewed the details of the SUP request. The Planning & Zoning Commission approved the request with conditions, which the applicant has addressed in the revised exhibits. The Town has received a zoning reply form in opposition to the request, which will require the Town Council to approve the request with a supermajority vote. Robin Maas and Jeff Carter from Gulf States Toyota addressed the Council and presented a PowerPoint presentation reviewing the proposed project.

Mayor Smith opened the Public Hearing.

Craig Curry, Managing General Partner for Prosper Partners, spoke in opposition to the request, noting that a he had previously proposed a zoning request for automobile uses that was denied. His company is building a residential development on the north side of the proposed project, and he does not feel that automobile uses are now appropriate for the site.

Mike Wadsworth, 627 Creek View Drive, Prosper, spoke in favor of the request, noting that the project will bring tax revenue and jobs to the area.

Chad Buxton, 4008 Bushwell Lane, Plano, is a partner of Mr. Curry, who spoke previously. He spoke in opposition to the request, and does not believe the requested use is appropriate for the property, and expressed concerns about aesthetics and maintenance over time.

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

Mr. Webb responded to additional questions from Council on air conditioning, lighting, and other items in the SUP, which are not currently part of the SUP request. The applicant was agreeable to those items being included in the SUP.

Mayor Pro-Tem Miller made a motion to approve a request for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway. The property is zoned Planned Development-43 (PD-43). He further moved that the SUP have the following conditions attached to it:

1. No outdoor intercoms, speakers or sound amplification devices shall be utilized on the property;
2. Any structures with a garage or bay shall include an automatic door closing device for such garage or bay; and
3. After-hours reduction of outdoor lighting, at 90% at midnight.

Councilmember Korbuly seconded the motion. The motion was approved by a vote of 6-1.

DEPARTMENT ITEMS:

Mayor Smith opened Items 10 and 11 concurrently.

10. **Consider and act upon an ordinance adopting the Fiscal Year 2014-2015 Annual Budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015, and approving certain amendments to the Fiscal Year 2013-2014 Annual Budget. (KA)**
11. **Consider and act upon an ordinance adopting the Town of Prosper 2014 Property Tax Rate. (KA)**

Finance Director Kent Austin presented a brief PowerPoint presentation summarizing the budget and tax rate proposal, and providing historical data on the tax rate for Prosper and the surrounding municipalities.

The Town Council discussed the proposed tax rate and the increased property values of the Town. Questions arose about what factors contribute to calculating the effective tax rate, and Town staff was directed to research this, particularly as it relates to improvements on existing property. Council continued discussion on some Capital Improvement Program items in the budget, the prioritization of public safety, and the issuance of debt to pay for certain projects.

After discussion, Councilmember Korbuly made a motion and Mayor Pro-Tem Miller seconded the motion to adopt the Fiscal Year 2014-2015 Annual Budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015, and approving certain amendments to the Fiscal Year 2013-2014 Annual Budget. Mayor Smith called the roll, and Council Members responded as follows:

Councilmember Korbuly – approved
 Mayor Pro-Tem Miller – approved

Mayor Smith – approved
Deputy Mayor Pro-Tem Dugger – approved
Councilmember Vogelsang – approved
Councilmember Davis – opposed
Councilmember Dixon – approved

The motion was approved by a vote of 6-1.

Councilmember Korbuly made a motion and Mayor Pro-Tem seconded the motion to ratify the property tax revenue increase as reflected in the Fiscal year 2014-2015 Adopted Budget. Mayor Smith called the roll, and Council Members responded as follows:

Councilmember Korbuly – approved
Mayor Pro-Tem Miller – approved
Mayor Smith – approved
Deputy Mayor Pro-Tem Dugger – approved
Councilmember Vogelsang – approved
Councilmember Davis – opposed
Councilmember Dixon – approved

The motion was approved by a vote of 6-1.

Finance Director Kent Austin continued the presentation on the proposed tax rate, which is \$0.52 per \$100 assessed valuation.

Mayor Pro-Tem Miller made a motion and Councilmember Korbuly seconded the motion that the property tax rate be increased by the adoption of a tax rate of \$0.52 per \$100 assessed valuation, which is effectively an 11.07 percent increase in the tax rate. Mayor Smith called the roll, and Council Members responded as follows:

Councilmember Korbuly – approved
Mayor Pro-Tem Miller – approved
Mayor Smith – approved
Deputy Mayor Pro-Tem Dugger – approved
Councilmember Vogelsang – approved
Councilmember Davis – opposed
Councilmember Dixon – approved

The motion was approved by a vote of 6-1.

12. Consider and act upon an ordinance repealing Article 12.09 "Speed Limits" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances and replacing it with a new Article 12.09 "Speed Limits" to provide for the prima facie speed limits on streets within the Town. (MR)

Matt Richardson, Senior Engineer, presented this item before the Town Council. Changes to the proposed ordinance include eliminating county road number designations, modifying limits to match existing features, and updating text to mirror Section 545 of the Texas Transportation Code. Several changes to existing speed limits are also proposed based on an investigation by the Engineering Department and review by the Police Department. The speed limit changes will become effective

after its passage and publication, and the posting of signs reflecting the new speed limit. Council requested that flags be attached to new speed limit signs to attract the attention of drivers that a new speed limit is in place.

After discussion, Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve an ordinance repealing Article 12.09 "Speed Limits" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances and replacing it with a new Article 12.09 "Speed Limits" to provide for the prima facie speed limits on streets within the Town. The motion was approved by a vote of 7-0.

13. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Dunaway Associates, LP, and the Town of Prosper, Texas, related to the Frontier Park North Conceptual Master Plan and Sexton Park Conceptual Master Plan project. (HW)

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. This item was tabled at the August 12, 2014, Town Council meeting to allow the consultant and staff to bring examples of the expected deliverables, and to provide more information. Mr. Webb and Elizabeth McIlrath of Dunaway Associates explained the process for the development of the conceptual master plans for Frontier Park North, and Sexton Park, as outlined in the agreement. The Town Council expressed concern about not being involved earlier in the process, and Dunaway agreed to modify the scope of services to include Council involvement earlier in the process.

After discussion, Deputy Mayor Pro-Tem made a motion to authorize the Town Manager to execute a Professional Services Agreement between Dunaway Associates, LP, and the Town of Prosper, Texas, related to the Frontier Park North Conceptual Master Plan and Sexton Park Conceptual Master Plan project. He further moved that the Scope of Services, Exhibit A, be modified for Task A services (programming design) and Task B services (concept alternatives) to specifically include that the Consultant shall meet with the Town Council for data gathering and information purposes. Councilmember Korbuly seconded the motion. The motion was approved by a vote of 6-1.

15. 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:

15a. Section 551.087 – To discuss and consider economic development incentives.

15b. 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 8:50 p.m.

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

The Town Council reconvened the Regular Session at 9:11 p.m. No action was taken as a result of Executive Session.

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

• **Comprehensive Plan Implementation Priorities. (JW)**

John Webb, Director of Development Services, discussed the top five action items by priority with regard to updating the Comprehensive Plan. These include:

1. Update the 2003 Subdivision Ordinance – Freese and Nichols has already submitted drafts for six of the eight proposed sections.
2. Update the Districts and Land Use Charts of the Zoning Ordinance – Town staff has initiated this review.
3. Work with property owners/developers to bring property into conformance with the Comprehensive Plan – this is an on-going process by Town staff.
4. Update non-residential architectural and building material standards, identify standards for major corridors, and consider standards to prohibit strip retail – due to the extensive nature of these projects, they may require the use of consulting services.
5. Update residential development standards with regard to home and subdivision design, amenities, setbacks, garages, etc. – subdivision design standards will be included as part of the updated Subdivision Ordinance. Updates to the standards for residential development will require amendments to the Town's Zoning Ordinance.

Mr. Webb itemized other action items that will be taken to update the Comprehensive Plan.

Town Staff was directed to move the residential standards up on the priority list, and to update these concurrently with the Subdivision Ordinance.

Town staff will also seek feedback from the Council at a future date on required minimum lot size as part of the amendments to the Zoning Ordinance.

Mr. Jefferson stated that the results of the review of the Comprehensive Plan conducted by MasterPlan would be discussed at the October 14, 2014, Town Council meeting.

18. Adjourn.

The meeting was adjourned at 9:29 p.m.

These minutes approved on the 14th day of October, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

DRAFT



ADMINISTRATION

To: Mayor and Town Council

From: Baby Raley, Director of Human Resources

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 14, 2014

Agenda Item:

Consider and act upon awarding CSP No. 2014-40-A to Imaginuity Interactive, Inc., for website enhancement, website hosting, and support services; and authorizing the Town Manager to execute same.

Description of Agenda Item:

The Town developed specifications and solicited proposals for a web-based, website enhancement solution for the Town of Prosper, including an agreement for website hosting and support services. The initial term of the contract will be one year, and will automatically renew for successive one-year terms, unless terminated by either party in accordance with the terms and conditions of the agreement.

A Notice to Proposers was advertised, and three proposals were received by the due date and time (May 30, 2014, at 2:00 p.m.). The proposals ranged from \$45,790 to \$58,000, and the annual hosting and support services fees ranged from \$4,137 to \$12,450. An evaluation committee consisting of representatives from all Town departments evaluated the proposals based on functionality, implementation timeline, extent the proposed solution exceeded the minimum requirements, references, and cost.

After completion of the evaluation process, staff recommends award to Imaginuity Interactive, Inc., the best value proposal. Their proposed services include the following: website branding, defining the core website functions, integrating marketing and public relations online, and developing the architecture and interface design. As a result, highlighted website features will include an interactive and user-friendly website, e-government services, mobile platforms and social media interaction, allow for virtual tours, security layers to protect databases and user information, online website statistics, and easy website content management for staff.

Budget Impact:

The cost of the website enhancement project is \$58,000. The annual fee for hosting and support services is \$7,000. Both will be funded from account 10-5410-10-01, Professional Services. 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 Statement of Work and Agreements as to form and legality.

Attached Documents:

1. Evaluation Matrix
2. Statement of Work
3. Master Services Agreement
4. Hosting and Support Agreement

Town Staff Recommendation:

Town staff recommends approval of the award of CSP No. 2014-40-A to Imaginuity Interactive, Inc., for website enhancement, website hosting, and support services; and authorizing the Town Manager to execute same.

Proposed Motion:

I move to award CSP No. 2014-30-A to Imaginuity Interactive, Inc., for website enhancement, website hosting, and support services; and authorize the Town Manager to execute same.

**CSP No. 2014-40-A
Town of Prosper Website Enhancement Project**

COMBINED MATRIX		POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Evaluation Criteria	Weighting	CivicPlus		Imaginity		Vision Internet	
Functionality and Ease of Use	30%	7.00	2.10	7.00	2.10	6.00	1.80
Implementation Timeline	10%	6.00	0.60	8.00	0.80	5.00	0.50
Exceeds Minimum Requirements	20%	5.00	1.00	10.00	2.00	3.00	0.60
References	10%	7.75	0.78	8.75	0.88	9.00	0.90
Cost	30%	9.24	2.77	5.70	1.71	6.66	2.00
TOTAL	100%		7.25		7.49		5.80

ImaginuitySM Interactive Response

Professional Services and Website Redesign for

Town of Prosper

CSP No. 2014-40-A Town of Prosper Website Enhancement Project

September 11, 2014

Presented by:

Gary Hooker
Partner, Vice President of Business Development

Office: 214.572.3872

Fax: 214.572.3901

Gary.hooker@imaginuity.com



January M. Cook
Purchasing Agent

Dear January,

We greatly appreciate the opportunity to submit a proposal to you for your web redesign project. Based upon our previous experience with companies such as The City of University Park, The City of Arlington, , and The City of Orange, as well as many others we feel we are a great match for your quest to better market your company online.

ImaginuitySM is a rare blend of world-class creative, the most up-to-date technology, and effective project management all under one roof. Our process ensures that all projects are managed in such a way that each launch sustains a standard of excellence across the board. At Imaginuity, it's not just about websites, it's about people. We build outstanding websites, but more importantly, we build lasting relationships by delivering on every promise we make.

Should you choose to engage Imaginuity, your project shall have a dedicated Project Manager who will be monitored by the five partners of the firm: Corbett Guest, CEO; Ken Koo, President; Tim Langford, Executive Creative Director; and Gary Hooker (me), Vice-President of Marketing and Business Development. Detailed bios for each of these individuals can be found in the Imaginuity proposal.

Attached you will find a list of references and client experiences.

Best Regards,

A handwritten signature in black ink, appearing to read "Gary Hooker".

Gary Hooker
Partner-VP Business Development & Marketing
ImaginuitySM
1409 South Lamar Street, Ste. 1500
Dallas, Texas 75215
(214) 572-3872
gary.hooker@Imaginuity.com
www.Imaginuity.com



1 Why Imaginuity

Translating Brands to the Web

Your brand is your organization's most valuable asset and at ImaginuitySM Interactive, Inc. (Imaginuity), there are no cookie-cutter solutions for translating that identity to the digital space. Town of Prosper is a brand – a collection of tangible and intangible attributes, whose combined characteristics define Town of Prosper to your business's target audience. How that brand is delivered to that audience online is our primary focus, and translating brands to the digital world, is what we do better than any other creative or technology agency.

Our team is a diverse group of successful strategists, creative designers, IT innovators, and marketing experts with world-class experience. Our team consults directly with your stakeholders to thoroughly analyze, plan, and document each project prior to development or implementation. This simple approach ensures that marketing and communication strategies are executed online, while maintaining focus on real-world business goals and financial demands.

Imaginuity has been actively creating and extending brands into the digital space since 1997. Our goal is to provide a creative solution that will support Town of Prosper pursuit of continued growth, profitability, and competitiveness. This proposal provides the information necessary for Town of Prosper to define its partnership with Imaginuity, and effectively evaluate and select our agency as your interactive advocate.

The Town of Prosper is home to a young, talented, and vibrant community in the growing North Texas region. As of 2014, the population of Prosper is estimated at 14,986. According to NTCOG, the growth rate in Prosper has been 17% over the last ten years, with an average annual growth rate of 16% since 2000. Prosper has excellent public schools, and provides a great environment to raise a family or build a business. A high combination of median incomes and low cost of living allows citizens to enjoy a higher standard of living than in more costly parts of the country. The Town is located 35 minutes north of downtown Dallas

Goals and Objectives

Town of Prosper seeks a creative agency to assist in the consulting, design, and structuring of its web initiative. The new site will have the ability for Town of Prosper non-technical staff to manage and update the site content. Timeliness for implementation and long-term viability are of major concern.

Imaginuity will work with Town of Prosper personnel to complete the vision, define core website functions, integrate marketing and PR, and develop the architecture and interface design. The current high-level objectives, as understood by Imaginuity are:

- Consult with Town of Prosper personnel to determine the business goals, processes, and communication objectives for the new website
- Design a website that will improve online branding, provide a cohesive, friendly user experience, and facilitate media and marketing communications



- The proposed solution will provide a secure, interactive website that serves as a one stop shop for all Town of Prosper departments, and the local public
- The proposed solution will be a web-based Content Management System – Word Press
- The proposed solution will be an interactive public website that is secure and easily accessible to navigate on all current browsers and supported on various operating system (OS) platforms. (e.g. Apple IOS, Windows, Android OS, Google Chrome, and Linux OS).
- The proposed solution will support mobile platforms with responsive design
- Also included will be the capability to interact with social medias (e.g. Facebook, Twitter, etc.)
- The proposed solution will have the functionality to include virtual tours, allowing an interactive experience with detailed information thru video imbedded into the web site
- The new website will allow integration with federally mandated requirements for public emergency notifications (e.g. Amber alerts, weather alerts, etc)
 - Feeds will be provided by Town of Prosper
- The proposed solution will include redundancies of security layers in the hosting agreement to protect databases and the user information from hackers
- The proposed solution will include online website statistics software Google Analytics
- Although accessible through the Town's current website, the Prosper Economic Development Corporation (EDC) maintains a separate website from the Town located at <http://www.prosperedc.com/>. The proposed solution will support a separate URL/website and will have one page on the new web site for the EDC, then link out to the seprate web site.
- The current web page for the Prosper Fire Department contains a link to a separately maintained website. Imaginuity will integrate all of their current content into the new website. <http://www.prosperfire.com/>
- The proposed solution will include a content management system (CMS) that allows Town staff to effectively and easily manage website content.
 - Included will be the Word Press CMS
- Consulting Services
 - Imaginuity will provide a single point of contact assigned to the Town's account, to address any site related issues. The POC will have the authority to make determinations and take immediate action related to data breaches, or other security related issues
 - Imaginuity will act as the Project Manager, and work with the Town's Website Committee during development, project implementation, and as needed for website and staff support for the duration of the contract
 - Imaginuity will assist in organizing a local public task force, created to evaluate the user experience of the website, and to provide feedback and suggestions for future improvements. The successful firm will participate in meetings with the task force, and provide Town staff with recommendations resulting from these meetings.
- Training
 - Imaginuity will provide training to the Town's employees, including up to three, 3 hr meetings:
 - Overview of navigation through the redesigned website, highlighting functionalities. This training will be open to all interested Town employees, and will be coordinated with the Website Committee. This



training may/will be conducted multiple days and times in order to accommodate staff schedules.

- Content management system training for key Town personnel, to include training materials/manuals
 - Test and launch the new website
- Currently, the Town communicates the following service areas through its website:
- Town Council
 - Administration
 - Development & Community Services
 - Development Services
 - Building Inspections
 - Code Compliance & Planning
 - Economic Development
 - Engineering
 - Finance
 - Fire Department
 - Human Resources
 - Municipal Court
 - Police Department
 - Parks & Recreation
 - Public Works
 - Purchasing
 - Utility Billing
 - Town Secretary
 - Water Conservation
 - Library

The Town's current main website categories and links include the following:

- Home
- About Prosper
- Town Council
- Departments
- Boards & Committees
- Leisure & Culture
- Online Services
- Town News

The balance of this document is dedicated to demonstrating how Imaginuity can meet and exceed objectives. We are an innovative company that has successfully met the needs of companies whose sites are mission-critical, allowing their online presence to grow quickly and successfully.



2 Our Approach and Deliverables

Project Management

Imaginuity will provide comprehensive project management services to initiate, plan, execute, manage, monitor, and coordinate the project. Your Project Manager will provide you with the following:

- A detailed Project Plan to ensure that Town of Prosper and our deliverables are outlined and agreed upon
- Weekly status updates to Town of Prosper to facilitate communication and proactively address development considerations during the course of the project

Town of Prosper will attempt to ensure that project decisions are made on a timely basis so as to preclude negative impact on the project schedule. Town of Prosper will review deliverables and acknowledge approval within three (3) business days. If there are issues to be resolved, both Imaginuity and Town of Prosper will attempt to resolve them within those three (3) business days. Delays to this approval time may impact the deliverable dates and cost of the project.

Requirements Gathering

In order to determine the details of Town of Prosper's initiative, Imaginuity will conduct requirements gathering session(s) which will include functional specifications, client content collection and Imaginuity content assessment phases. The requirements gathering session(s) will help ensure that Imaginuity has a detailed understanding of Town of Prosper business goals and strategic objectives, as well as determine the website's desired functionality and how any customized applications will interact with the site. The client will collect all current site content and potential new content (marketing documents, videos, photos, etc.) and work with Imaginuity to review. The content assessment by Imaginuity will analyze all current project content and potential content, and provide recommendations on value, prioritization and usage.

- Imaginuity will provide Town of Prosper with a Requirements Document describing any custom applications, intended capabilities, and interactions with users for the various features of the site
- The Requirements Document serves as a reference point in writing code, testing, and determining that all project specifications are met
- Imaginuity will provide Town of Prosper with a Content Assessment with recommendations for content organization, prioritization and usage for the project
- Imaginuity will consult with Town of Prosper on keywords and search terms during this phase, in order to generate content that can optimize search engine performance



Information Architecture

Information architecture communicates site flow, page arrangement, and content placement. The Information architect process enables the creation of the site map and wireframes. These deliverables will provide a detailed guide for how the creative interface will interact with the technical architecture of the website.

- Imaginuity will collaborate with your team to review the goals of the website and the needs of your users to ensure that the site architecture meets those objectives
- The site map is a schematic representation of all of the major sections and subsections of the site. The site map is documented and approved by Town of Prosper prior to development
- Interactive wireframes serve as the blueprint Imaginuity will use to build out the pages and functions of the website, including navigation, sub navigation, page flow, process flow, and other information necessary to complete the design of the user interface

ASSUMPTION: If Town of Prosper requests more than two (2) rounds of revisions to information architecture, additional hours will be billed on a time and materials basis.

Creative Brief

The foundation from which the Imaginuity design team takes its inspiration and direction is a thoroughly completed Creative Brief. The Creative Brief outlines Town of Prosper's current brand positioning, brand standards, target audience profiles, competitors, and key brand attributes in Town of Prosper's space.

Content Generation

Content planning and development is a key component to any successful web development engagement. After Content Collection and Content Assessment phases are completed, our Creative Department will guide Town of Prosper through the Content Generation process to ensure that site content is planned, written and reviewed prior to Town of Prosper approval.

Imaginuity will provide the writing for the new website, based on Town of Prosper providing expert subject matter material. Town of Prosper also will be required to actively review content and provide input during review phases.

As needed, this phase could include the following components.

- Master Content Matrix: Matrix of all content resources provided by and approved by client for new site (photos, videos, logos, graphics, audio files, multimedia files, PDFs, whitepapers, etc.)
- Dynamic Content Database(s): Database(s) of information dynamically generated to display on the site (product pages with descriptions, news or media releases, locations and hours, etc.).
- Content Document: Contains all the written copy for static site content; organized to mirror the client-approved site map and wireframes



ASSUMPTION: The scope of content will mirror exactly the approved site map and wireframes for the project. Additional site pages or content added AFTER wireframes have been approved will be billable at \$120 per hour.

ASSUMPTION: Content Generation phase includes up to two (2) rounds of client review and revisions; the second round will include client's legal feedback and approval. Further revisions will result in additional hours being billed to Town of Prosper.

Creative Design and Presentation

- Imaginuity will present **two (2)** home page concepts for Town of Prosper web project.
- Imaginuity will create **one (1)** interior design for Town of Prosper web project.
- Imaginuity will allow for up to two (2) revisions of the home page and interior page concepts.

ASSUMPTION: Further revisions will result in any additional hours being billed to Town of Prosper.

Site Page Count

Imaginuity expects the content on this site not to exceed **75-90 pages**. A page is defined as a content area that can be navigated to, containing no more than 250 words and five (5) images. Imaginuity allows for an overage of up to 10% on page count to accommodate unforeseen additions or Town of Prosper needs. Should the final page count exceed the maximum number listed above plus 10%, Town of Prosper will be notified and a change order will be generated. Additional pages will be billed at a rate of \$120 per hour.

ASSUMPTION: If the total number of pages exceeds the number of pages noted in this Agreement, or if Town of Prosper fails to deliver any portion of content that they are responsible for, Imaginuity will use placeholder content (greeking) and stock images to complete the development of the site.

DYNAMICALLY GENERATED DISPLAY PAGES: Content of special note are dynamically generated display pages. While the display page is counted as one (1) page for build, multiple pages of content are actually input for display. Example: Product pages where display of each individual product (description, price, photo or graphic) is dynamically generated upon user selection. A variety of pages may fall under this display type heading i.e., display pages for locations, newsletters, directory, events, testimonials, etc.

In the case of display pages, Imaginuity will input up to five (5) pages of content for each display page included in the page count. Additional pages may be added at no charge if the total site page count stated above has not been exceeded. Once the site page count has been exceeded, Town of Prosper then has two options for additional display page content:

Client can input further content via the site's Content Management System (CMS) tool; or Additional content will be input by Imaginuity at a cost of \$120 per hour



Front End Development

After all content is approved, Imaginuity will enter content into the Content Management System. We will implement one version of delivered content and images, as provided to us by the due date in your Content Document Shell.

Imaginuity also will provide the production of template interfaces from visual mockups and wireframes using HTML and CSS combined with XML, Flash, AJAX, and JavaScript. Imaginuity will ensure that current web standards, accessibility, and Search Engine Optimization (SEO) best practices are incorporated.

Technical Development

Our development team utilizes a component development methodology. For projects with complex functional requirements, Imaginuity builds the system one complete component at a time; reviewing the product with Town of Prosper as each individual piece of functionality is finalized for testing.

The primary advantage to this approach is that Town of Prosper is able to see the system as it progresses, and is able to review each small component in order to ensure that what is being built matches what was agreed upon at the outset. Additionally, each of these components is tested completely before the development of the next component begins.

Site Management

Imaginuity will provide Town of Prosper with the ability to manage and update each area of the website by utilizing a site Content Management System (CMS). We will work with you during the business requirements phase to determine the best technology solution for your project.

Search Engine Optimization

In order to achieve better placement within the search engine market, a website must be optimized to adhere to current search engine requirements and algorithms. With Search Engine Optimization (SEO), your website will be analyzed, optimized, and submitted on your behalf to the prominent search engines. SEO services to be provided and that are included in this proposal are:

- Initial Site Analysis
- Initial Keyword Research
- Creation of Meta Information
- Site Map Creation (Yahoo and Google)
- Robots.txt File Creation



Quality Assurance and Testing

At Imaginuity, all of our products are tested to ensure the product meets rigorous quality standards and your specific requirements.

- System Testing – Our developers will test the product throughout the development cycle to ensure functionality
- User Acceptance Testing – User Acceptance Testing (UAT) verifies requirements are met by conducting a walk-through of the site with the project sponsor. Upon completion of UAT, the client will approve the site and sign off on the Project Acceptance Form

Browser Support

This solution will be built to function on the most recent version of internet browsers:

- Internet Explorer
- Firefox
- Safari
- Chrome

Training

In order for the CMS solution to be a success, Imaginuity will need to train Town of Prosper on the core CMS modules to ensure the site can be updated and managed over time. In addition to holding a training session on site at your facility, Imaginuity will provide general, written documentation to serve as reference material for your internal teams after the initial training effort has been completed. Customized training documentation unique to your solution can be developed and provided for an additional fee, if desired by Town of Prosper.



3 Timeline and Payment

Timeline

Throughout the project, Imaginuity will work with Town of Prosper to re-examine the project schedule, make any necessary adjustments, and deliver a project plan that outlines tasks and milestones. This document addresses a project that will require a great deal of coordination between both Imaginuity and Town of Prosper. To that end, Town of Prosper will want to appoint someone as the project sponsor and contact for this project. This person will have to collect information, give and get authorizations, coordinate meetings, and find answers to questions that will necessarily arise in a project of this scope.

Schedule	Due Date
Project Kickoff Project Planning	10 business days after signature
Requirements Gathering Content Assessment Sitemap Wireframes	20 business days after kickoff
Creative Concepting Creative Design Content Development and Writing Creative Production Technical Design	40 business days after kickoff
Front End Development Technical Development Quality Assurance and Testing Deployment Training and Project Closure	90 business days after kickoff

In the event that Town of Prosper chooses to host with a third party instead of Imaginuity, you, Town of Prosper, understands that the project timeline and cost may be affected. All additional time incurred by Imaginuity staff to coordinate and manage the third-party hosting company will be billed to you at the current hourly rate of \$120, and the project timeline will be reevaluated accordingly.



Payment Terms

In consideration for the services to be performed under this statement of work, Town of Prosper will pay Imaginuity on a time and materials basis for 655hrs @ \$88.55hr for a project total amount of \$58,000. Work will begin on your project when we have received the retainer payment. Payments are due on the date noted on the invoice. Payment schedule does not include sales tax and reasonable travel and business expenses, which may be applicable during various deliverable stages.

All payments are due prior to site launch and due in accordance with the schedule outlined below. Should payment be delinquent beyond 30 calendar days, the following guideline applies: the client agrees to pay a 1% penalty per month until the invoice is paid and work shall cease on said project.

Payment Schedule	Due Date
\$23,200	Due upon Signature
\$11,600	Due at Presentation of Site Map
\$11,600	Due at Creative Presentation
\$11,600	Due at Client Acceptance

Non-Disclosure and Confidentiality

The material contained in this proposal represents proprietary, confidential information pertaining to our services and methods. By accepting this proposal, Town of Prosper hereby agrees that the information in this statement of work shall not be disclosed outside of Town of Prosper, and shall not be duplicated, used, or disclosed for any purpose other than to evaluate this statement of work. If, however, a contract is awarded to Imaginuity for this statement of work as a result of, or in conjunction with the submission of this information, Town of Prosper will have the right to duplicate, use, or disclose the material contained herein to the extent provided for in the resulting contract.

Expiration

This statement of work must be authorized within 30 days from the date of issue. If this statement of work is not authorized within 30 days of issuance, it is deemed to have expired. Any statement of work authorized after 30 days of issuance will be deemed null and void. A new statement of work and estimate may be required which can be obtained from the primary presenter listed on the title page of this statement of work.

4 Assumptions

The following section outlines the assumptions underlying this proposal. Clarification and acknowledgment of these assumptions is important to shaping this engagement. They must be confirmed and accepted by all parties, and adaptation to them could potentially alter the project's estimated approach, staffing level, cost and timeline. These assumptions are considered very carefully in estimating the project scope.

It is assumed that Town of Prosper agrees to the project's estimated timeline, and that the Project Manager will present the final timeline to you for approval. The success of this project is based upon Imaginuity and Town of Prosper meeting delivery dates. As all Imaginuity resources are available during a predetermined window, not meeting these dates impacts our ability to deliver the project on time.

Town of Prosper understands that Imaginuity is dependent upon Town of Prosper for feedback, information, and approvals. If Town of Prosper and/or any its related vendors continually delay the project or withhold, either intentionally or unintentionally, any of the information, data, assets, or approvals necessary for the progression and/or completion of the project, Imaginuity reserves the right to move the project out of the production queue. Upon the projects removal from the queue, all payments are due to Imaginuity in accordance with the original timeline.

Town of Prosper understands that impeding the progress of a project, either deliberately or by a lack of responsiveness, prevents Imaginuity from planning resources for other projects, and accepts that additional charges of up to **25%** of the original project cost may be charged in order to ramp up a delayed project for restart. Once Town of Prosper is prepared to move forward, a revised timeline will be submitted. Because resources are available on a limited basis, Town of Prosper also understands that once deliverables are approved, any further changes to that deliverable will require a Change Order as well as additional fees and time.

This proposal of services is based on existing information. Town of Prosper understands that Imaginuity cannot possibly predict all project needs prior to engagement. If the estimate in this proposal is inadequate, Imaginuity will issue a work order to cover all additional hours. This proposal does not cover the cost of: additional custom application development, stock photography, copywriting, copyediting, focus groups, other programming needs, SSL certificates, e-commerce charges, domain name registrations, software licenses, CMS licenses, bank transactions, etc. or additional hours incurred by Imaginuity.

Methodology

Town of Prosper agrees to use the Imaginuity project management approach for this engagement. By accepting this approach, Town of Prosper accepts responsibility for the requirements needed to utilize this approach. Town of Prosper will promote the use of the approach and will provide necessary internal support for the duration of the project.



Management

Town of Prosper will provide a single project sponsor who will work with the Imaginuity Project Manager to ensure information is provided in a timely and accurate manner. If Town of Prosper, Town of Prosper, fails to provide return communication to Imaginuity, for a period of 14 days or more at any time during the engagement, the project is deemed complete and all invoices will be due immediately. If for any reason the project sponsor changes during the course of any project, Town of Prosper understands that additional hours and charges may be necessary to ramp up the new sponsor on project activity.

Change Management

Our current understanding of the scope of work has been defined by this SOW. Any changes to the scope of this project will require Town of Prosper to complete a Change Order.

The alteration of the scope of a project can cause changes in the project plan, delivery schedule, and costs. Due to the issues involved with such changes, it is an industry standard, that a Town of Prosper completes a written Change Order. In turn, this will require us to inform Town of Prosper of added costs or delays, and will require Town of Prosper to authorize them in writing. Please be aware that it is important for Town of Prosper to process change orders in a timely manner so as not to delay or endanger the project timeline. We will make this process as simple as possible using e-mails, FAX, or overnight mail so as not to delay the project any more than necessary.

Imaginuity reserves the right to charge Town of Prosper for the time and expense required if you repeatedly request, but do not approve Change Orders.

Town of Prosper and Imaginuity will agree to a project plan at the beginning of the engagement and then employ a strict change management discipline. The change management process is to seek agreement with Town of Prosper for any required changes in the scope of the project related to tasks, deliverables, resources, software modifications, etc. The process clearly identifies the costs and project impact arising from the proposed changes. Execution of a Change of Scope Request between Imaginuity and Town of Prosper will be required to initiate any changes to the original scope of the project and allow work to commence.

For purposes of this engagement both Town of Prosper and Imaginuity agree that a Change of Scope Request for \$8,000 or less can be executed via email. Town of Prosper can approve additional hours via email and those hours will be billed to Town of Prosper at the end of each month.



Additional Obligations of Customer

Town of Prosper will provide a project sponsor who will work with the Imaginuity Project Manager to ensure that information is provided in a timely and accurate manner.

Town of Prosper will ensure Imaginuity of reasonable access to the appropriate personnel, both functional and technical.

Town of Prosper will provide access to personnel that can be utilized by Imaginuity in obtaining information regarding the business processes and practices. This person (people) must have knowledge of Town of Prosper process.

Town of Prosper will attempt to ensure that project decisions are made on a timely basis so as to preclude negative impact on the project schedule. Town of Prosper will review deliverables and acknowledge approval within three (3) business days. If there are issues to be resolved, both Imaginuity and Town of Prosper will attempt to resolve them within those three (3) days.

Town of Prosper will ensure that all personnel assigned to the project have sufficient expertise to undertake the identified tasks.

Town of Prosper will immediately notify the Imaginuity Project Manager of any concerns or noted deficiencies of work performed by Imaginuity personnel to facilitate correction or adjustment to the work.

If Town of Prosper requests a change in Imaginuity staff and the reasons for change are not related to work performance, Town of Prosper shall absorb all transition costs related to making the change.



5 Acceptance of the Statement of Work

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Statement of Work as of the date signed below, (the "Effective Date"). The Town of Prosper authorizes Imaginuity Interactive, Inc. to proceed with the development of the services and products described in this Statement of Work.

ImaginuitySM Interactive Authorized Signature

Town of Prosper Authorized Signature

Gary T. Hooker
Printed Name

Harlan Jefferson
Printed Name

Partner
Title

Town Manager
Title

9.11.2014
Date

Date



6 Master Services Agreement

This Master Services Agreement (the "Agreement") made this 11th day of September, 2014 by and between ImaginuitySM Interactive, Inc., a Texas corporation ("Imaginuity"), with a place of business and address at 1409 South Lamar Street, Suite 1500, Dallas, Texas, 75215 and Town of Prosper ("Client"), with a place of business and address at 151 South Main Street, Prosper, Texas, 75078, (collectively, "Parties" or individually as "Party") is as follows:

1. Scope of Work

Imaginuity shall perform such services for Client in accordance with this Agreement and as detailed in a written Statement of Work ("SOW"), signed by both Parties, that: (a) is numbered for identification and references this Agreement; (b) details the scope of work to be performed, including, but not limited to, all applicable services, deliverables and other materials to be provided to Client; (c) specifies the applicable hourly rate or fixed-fee schedule for performing the Services; and (d) includes such additional terms and conditions and information as the Parties may determine necessary. The services described in each SOW shall be herein referred to as "Services". Client may request additional Services from time-to-time, which shall be mutually agreed upon in subsequent SOWs, incorporated herein and subject to this Agreement. Each SOW, when executed by an authorized representative of both Parties, shall constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such SOW, each such SOW shall incorporate therein all of the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of such SOW shall govern.

2. Compensation and Payment Terms

Client shall pay Imaginuity for Services as set forth in each SOW. Client shall pay all reasonable expenses necessary for Imaginuity to perform the Services. Imaginuity shall invoice Client on a as defined in each SOW for Services rendered plus expenses incurred in the delivery of such Services. Client shall pay all invoices within thirty (30) calendar days after the date of the invoice. Any amount(s) remaining unpaid after thirty (30) calendar days shall accrue interest at a rate equal to one percent (1%) per month. Client shall pay all personal property, sale, use, value-added and other taxes (excluding taxes based upon our net income) that are imposed by any federal, state, local, or foreign government authority as a result of the execution or performance of this Agreement and any SOWs.

3. Use of Subcontractors

Imaginuity reserves the right to utilize subcontractors from time-to-time in order to deliver the Services. Each subcontractor will: (a) comply with the terms and conditions of this Agreement and the applicable SOW to the extent applicable to the Services performed by such subcontractor; (b) acknowledge and agree that it may look only to Imaginuity for payment for labor and materials provided in connection with such Services; and (c) waive any and all claims



for payment against Client. Imaginuity shall be liable for any and all Services performed by its subcontractors to the same degree that it is liable for its own performance.

4. Client Responsibilities

a. General Cooperation

Client shall cooperate with Imaginuity by providing to Imaginuity such information and access to Client's personnel, facilities, equipment, databases, software, and other resources as are required by the nature of the Services to be provided or as Imaginuity may reasonably request in connection with its performance under this Agreement or any SOW.

b. On Client's Premises

In the event that Imaginuity performs Services on Client's premises, Client shall provide the following: (a) a reasonably suitable work environment for the performance of the Services; (b) reasonable access to and use of Client's facilities and relevant information; (c) timely assistance in the correction of any hardware or software problems that would reasonably and materially affect the performance of Services; and (d) any other items set forth in each SOW.

c. Performance

The timely, complete, and accurate receipt of information and access as set forth in this Section is a condition to our performance commitments specified in any SOW. Client shall respond promptly to any reasonable request for information or access made by Imaginuity.

5. Confidentiality

In the course of each Party's performance under this Agreement, each Party will learn of information of a proprietary nature regarding the other Party's products, pricing, know-how, processes, practices, marketing proposals, and any other information related to the business of such Party, and is identified in writing by the disclosing Party as confidential or proprietary ("Confidential Information").

Each Party shall protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such information. This undertaking to keep information confidential will survive the termination of this Agreement and shall remain in effect for a period of five (5) years from the date of the disclosure of the Confidential Information, unless the Confidential Information or any part thereof constitutes a trade secret under applicable law, in which case the confidentiality obligations with respect to such trade secrets shall continue for so long as such Confidential Information constitutes a trade secret under applicable law.

The Parties' use of Confidential Information will be solely for the purpose of performance of this or any subsequent agreement between the Parties.

The confidentiality obligations of this Agreement shall not apply to information which: (a) is required to be disclosed by law, subpoena or other process; (b) becomes reasonably available



to the public through no fault of the receiving Party; (c) is possessed by the receiving Party, as evidenced by written or other tangible evidence, prior to receipt of the information from the disclosing Party; (d) becomes known to the receiving Party from a third Party who has no obligation of confidentiality to the disclosing Party; or (e) is developed by the receiving Party independently of the information received from the disclosing Party.

6. Non-Solicitation

Client agrees that, without the prior written consent of Imaginuity, during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, Client shall not (and shall cause its affiliates not to) solicit, induce, or hire any of our employees or subcontractors with whom Client had contact under this Agreement. If Client breaches this Section, the Parties agree that our actual damages will be difficult to assess; consequently, in the event of such a breach the Parties agree that Client shall pay to Imaginuity as liquidated damages, and not as a penalty, the greater of one year's compensation either: (i) offered to the Imaginuity employee or subcontractor by Client, or (ii) paid or offered to the Imaginuity employee or subcontractor by Imaginuity.

7. Independent Contractor

Imaginuity is an independent contractor, not an employee or agent of Client. Nothing in this Agreement shall render or be construed to make Imaginuity (including any of its agents, employees or subcontractors), partners, joint ventures, employees or agents of the Client. The Client recognizes that Imaginuity retains all the rights and privileges of an employer or principal, including but not limited to the right to hire, select, direct, discipline, compensate, and terminate its employees and subcontractors assigned to Client's account. Imaginuity shall at its own expense comply with all applicable workmen's compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders.

8. Ownership and License

Except for any pre-existing materials including, without limitation, ideas, sketches, initial copy, concepts, proofs of concepts, research and analysis, software, software designs, code, data, technical components, creative designs, and artwork and all enhancements thereof (which enhancements are created in the course of performance of this Agreement) (collectively "Imaginuity Materials"), upon full payment for all Services, Imaginuity hereby assigns to Client all right, title and interest to the materials that are originally created by Imaginuity specifically and/or customized for Client hereunder and contained in the final work product delivered to Client (the "Deliverables").

With regard to such Deliverables, Client hereby grants to Imaginuity a worldwide, perpetual, royalty-free license to use and to allow others to use the Deliverables and to create derivative works from the same, provided such use does not disclose Client's identity or any of Client's Confidential Information.

Upon full payment for all the Services, Imaginuity grants Client a non-exclusive, non-transferable, perpetual, worldwide, royalty-free, limited license to use for Client's internal purpose the Imaginuity Materials incorporated in the Deliverables; provided, however, Client will



have no right to use such Imaginuity Materials apart from the Deliverables or in any other manner without the prior written consent of Imaginuity.

Except as specifically provided herein, Imaginuity does not convey, nor does Client obtain, any right to Imaginuity proprietary materials that Imaginuity may utilize or provide (including the Imaginuity Materials). Imaginuity reserves all rights in its proprietary materials that are not expressly licensed to Client hereunder. Imaginuity shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how and techniques used in the course of providing the Services on other engagements.

9. Reference Client

In consideration for the level of compensation and fees set forth in the SOWs, Client agrees to act as a reference client for Imaginuity in accordance with this Section. Imaginuity may use Client's name as a reference in its client lists, brochures, and electronic media and the Parties may issue a mutually agreed upon press release regarding Client's engagement of Imaginuity. All references to Client shall be subject at all times to our confidentiality obligations in Section titled Confidentiality.

Subject to Client's approval, which shall not be unreasonably withheld, Imaginuity may develop and publish a case study highlighting the Services provided by Imaginuity for Client in our promotional materials including, but not limited to, its client lists, brochures, white papers and electronic media.

Client hereby grants to Imaginuity a non-exclusive, non-transferable, royalty-free right and license to copy and display Client's trademarks and logo (subject to the terms and conditions of Client's standard trademark usage guidelines) for use in our client lists, websites, case studies and other similar promotional media, subject in each case to Client's prior approval of each type of use.

10. Warranties

Imaginuity represents, warrants and covenants that: (a) the Services shall be performed in a professional and workmanlike manner in accordance with applicable commercial standards; (b) the Services shall comply with any and all applicable laws, rules and regulations; and (c) Imaginuity has, and will have, full corporate power and authority and legal right to enter into, and perform fully its obligations in, the Agreement.

EXCEPT FOR THE FOREGOING WARRANTIES, IMAGINUIITY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES, PRODUCTS, DELIVERABLES, TECHNOLOGY, INTELLECTUAL PROPERTY, MATERIALS, INFORMATION OR OTHER ITEMS PROVIDED UNDER THIS AGREEMENT, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.



11. Indemnification

Imaginuity shall indemnify, defend and hold harmless Client, its employees, officers, directors and agents, from and against any third party claims, demands, losses, damages, or expenses (including reasonable attorneys' fees) except if: (a) any bodily injury or death of any person or damage to tangible personal property directly caused by the gross negligence or willful misconduct of the indemnifying Party or (b) any actual or alleged patent or copyright infringement, misappropriation of confidential information or violation of other intellectual or proprietary rights or licenses, including, without limitation, trademark or trade secret rights related to any services or Deliverables provided under this Agreement.

12. Liability

IMAGINUITY LIABILITY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CLIENT TO IMAGINUITY FOR THOSE SERVICES WHICH ARE THE SUBJECT MATTER OF THE CLAIM IN THE PRECEDING SIX MONTHS. IN NO EVENT SHALL IMAGINUITY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT EVEN IF IMAGINUITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Term and Termination

Unless terminated earlier pursuant to the terms and conditions hereunder, this Agreement is effective for a period of one (1) year from the date first written above ("Effective Date") and shall be automatically renewed for successive one (1) year terms; provided, that either Party may terminate this Agreement by giving not less than thirty (30) days' written notice of its intent not to renew prior to the anniversary of the Effective Date of the then-current term.

Notwithstanding the foregoing, unless otherwise terminated in accordance with this Section, any outstanding SOWs then in effect between the Parties shall continue until date of expiration of such SOW and the terms and conditions of this Agreement incorporated therein shall survive until such expiration or earlier termination.

Either Party may terminate this Agreement if at any time: (a) the other Party materially breaches any term, representation or warranty of this Agreement, and such breach is not cured within thirty (30) days after written receipt of notice specifying such breach; (b) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (c) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Either Party may terminate this Agreement and/or any outstanding SOWs at any time for convenience upon thirty (30) days written notice to the other Party.



In the event of any termination or expiration of the Agreement or any SOW for any reason, Client shall pay Imaginuity for all Services rendered and expenses incurred by Imaginuity up to and including the date of expiration and/or termination including the written notice period. The Parties agree that any terms and conditions of this Agreement which, by their nature, are intended to survive the expiration or termination of this Agreement shall survive, including, without limitation: Sections 5 through 20.

14. Force Majeure

Each Party hereto shall be excused from default or delay in the performance of its obligations under this Agreement and any SOW (other than a failure to pay money) if and to the extent that such default or delay is caused by an act of god, or other cause beyond its reasonable control, including but not limited to, any fire, earthquake, flood, hurricane, tornado, epidemic, casualty, riot, civil disturbance, work stoppages, act of public enemy, embargo, war, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which is not the result of any act or omission which would constitute a default hereunder). In such event the nonperforming party shall be excused from performance for as long as such circumstances prevail and shall as soon as practicable notify the other Party by telephone (to be confirmed promptly in writing) of any actual or anticipated delay.

15. Waiver/Severability

Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

16. Notice

Any notice or other communication under this Agreement shall be in writing and shall be effective upon the earlier of: actual receipt, five (5) days following deposit into the United States mail (certified mail, return receipt requested), or the next business day following deposit with a nationally recognized overnight courier service; in each case with any delivery fees pre-paid and addressed to the Party at the address set forth on the first page of this Agreement or such other address as that Party may notify the other from time to time in accordance with this Section.

17. Headings

Headings used in this Agreement are for reference purposes only and in no way define, limit, construe, or describe the scope or intent of this Agreement.



18. Prior Agreements and Amendments

This Agreement supersedes all prior agreements and understandings between the parties respecting the subject matter hereof. This Agreement may not be changed or terminated orally by or on behalf of either Party and may only be amended in a writing executed by authorized representatives of each Party.

19. Governing Law

This Agreement shall be governed by, subject to and interpreted in accordance with the laws of the State of Texas, as though entered into and performed in Texas.

20. Dispute Resolution

Each Party shall use commercially reasonable efforts to resolve any disputes arising under this Agreement in good faith as soon as practicable. If any dispute cannot be resolved to the reasonable satisfaction of the Parties within ten (10) days after the dispute arose, either Party may elect to escalate the dispute to a representative Officer or executive of each Party.

Notwithstanding the foregoing, in the event of a violation of (i) a Party's confidentiality rights under Section titled Confidentiality or (ii) a Party's proprietary rights under section titled Section Ownership and License, nothing in this Section shall prohibit either party from immediately applying to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate and delivered as of the date first written above, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

Imaginuity Interactive, Inc.

Town of Prosper

Gary T. Hooker

Name

Harlan Jefferson

Signature

Partner

Title

Town Manager

Gary.hooker@imaginuity.com

Email

harlan_jefferson@prospertx.gov

9.11.2014

Date



Customer Name:	The Town of Prosper
Project Number & Title:	2015 Website Hosting and Support Agreement – One year agreement
Date Presented:	September 11, 2014
Imaginuity Representative	Gary Hooker Partner – Vice President Business Development T: 214 572 3872 F: 214 572 3901 E: gary.hooker@imaginuity.com

7 Hosting

This will confirm the Hosting and Support Agreement (“Agreement”) for Imaginuity Interactive, Inc. (“Imaginuity”) to arrange for hosting of www.prospertx.org (“Website”) for The Town of Prosper. The Town of Prosper (“Client”) has requested that Imaginuity arrange for the Website to be hosted by an outside third party host (“Host”) pursuant to an agreement for hosting services between Imaginuity and the Host.

Upon execution of this agreement, Imaginuity will arrange for the Host to provide hosting services for the Website. The hosting services shall be provided for a 12 month term and are described as set forth in this Agreement. If Client does not notify Imaginuity thirty (30) days prior to the expiration of the term, or any subsequent renewal term, of Client’s termination of this Agreement at the end of the then-current term, then this Agreement shall automatically renew for a subsequent period of twelve (12) months. The hosting services will be provided at the request of, and as an accommodation to Client, but the Hosting Agreement shall be in the name of Imaginuity Interactive. Client acknowledges that it has been provided with a copy of the Service Level Agreement and Acceptable Use Policy to the Hosting Agreement and that Client will comply with all of the terms and conditions of these terms. Client acknowledges that the Hosting Agreement contains various terms and conditions related to performance of the hosting services by the Host. Imaginuity shall use its reasonable efforts to enforce for the benefit of Client the obligations of Host under the Hosting Agreement but Client acknowledges and agrees that Imaginuity shall not be responsible or liable for any failure of Host to perform under the Hosting Agreement.

If Client desires to terminate this Agreement with Imaginuity, Client may do so upon written notice to Imaginuity not less than thirty (30) days prior, provided that as a condition to such termination Client shall pay to Imaginuity the remaining balance of annual hosting fee. Imaginuity may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to Client.

In exchange for Imaginuity’s agreement to arrange for the hosting services, Client shall pay to Imaginuity the fee set forth. This fee and any applicable taxes shall be payable to Imaginuity quarterly, in advance, beginning on the date of this Agreement and continuing each quarter thereafter during the term of the Hosting Agreement. The fees payable to Imaginuity during any partial quarter shall be prorated.

8 Acceptable Use Policy

8.1 Introduction

This section sets forth the principles, guidelines and requirements of the Acceptable Use Policy governing the use by Client. This Acceptable Use Policy has been created to promote the integrity, security, reliability and privacy of Host's Web Site Management Facility, network, and client data contained within. Host retains the right to modify the Acceptable Use Policy at any time and any such modification shall be automatically effective as to all clients when adopted by the Imaginuity.



8.2 Compliance with Law

Client shall not post, transmit, re-transmit or store material on or through any of Services or Products which, in the sole judgment of Imaginuity (i) is in violation of any local, state, federal or non-United States law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Client. Client shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

8.3 Prohibited Uses of Services and Products

In addition to the other requirements of this Acceptable Use Policy, the Client may only use the Services and Products in a manner that, in Imaginuity's sole judgment, is consistent with the purposes of such Services and Products. If the Client is unsure of whether any contemplated use or action is permitted, please contact the Imaginuity as provided above by way of example, and not limitation, uses described below of the Services and Products are expressly prohibited.

8.3.1 General

- Resale of Services and Products, without the prior written consent of the Imaginuity.
- Deceptive on-line marketing practices. (Email SPAM, etc.)
- Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Client.
- Actions that restrict or inhibit any Person, whether a customer of the Imaginuity or otherwise, in its use of any of the Imaginuity's Services or Products.

8.3.2 System and Network

- Introduction of malicious programs into the network or server (e.g., viruses and worms).
- Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which the Client is not an intended recipient or logging into a server or account that the Client is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to port scans, flood pings, packet spoofing and forged routing information.
- Executing any form of network monitoring which will intercept data not intended for the Client's server.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the Client's host (for example, denial of service attack).
- Using any program script/command, or sending messages of any kind, designed to interfere with or to disable, a user's terminal session, via any means, locally or via the Internet.
- Failing to comply with the Imaginuity's procedure relating to the activities of clients on the Imaginuity or Host premises.

8.3.3 Billing

- Furnishing false or incorrect data on the order form, contract or online application, including fraudulent use of credit card numbers.
- Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document "use" of Imaginuity's Services and Products.



8.3.4 Electronic Mail

- Sending unsolicited mail messages, including the sending of bulk mail or other advertising material to individuals who did not specifically request such material, who were not previous customers of the Client or with whom the Customer does not have an existing business relationship ("E-mail spam").
- Harassment, whether through language, frequency or size of messages.
- Unauthorized use, or forging, of mail header information.
- Solicitations of mail for any other E-mail address other than that of the poster's account or service with the intent to harass or to collect replies.
- Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
- Use of unsolicited E-mail originating from within the Host or Imaginuity's network or networks of other Internet Service Providers on behalf of, or to advertise, any service hosted by the Host or Imaginuity, or connected via the Host or Imaginuity's network.

8.3.5 Usenet Newsgroups

- Posting the same or similar messages to large numbers of Usenet newsgroup ("Newsgroup Spams").
- Posting chain letters of any type.
- Posting encoded binary files to newsgroups not specifically named for that purpose.
- Cancellation or superseding of posts other than your own.
- Forging of header information.
- Solicitations of mail for any other E-mail address other than that of the poster's account or service, with intent to harass or to collect replies.
-

8.4 Enforcement

Imaginuity may immediately suspend and/or terminate the Clients service for violation of any provision of the Acceptable Use Policy upon verbal or written notice, which notice may be provided by voicemail or E-mail. However, the Imaginuity attempts to work with the Client to cure violations of the Acceptable Use Policy and to ensure that there is no re-occurrence of violations prior to suspension and/or termination.



9 Service Level Agreements

9.1 Network Guarantee

Imaginuity offers a 99.95% uptime guarantee on all internal network and datacenter related services (i.e. bandwidth, routers, switches, hubs, cabling, DNS servers, electrical, air conditioning, datacenter security, and centralized servers operated for customer support). The following schedule outlines the uptime guarantee and the service credit schedule. Normal scheduled maintenance and upgrades are not covered in the uptime guarantee.

9.2 Uptime Service Credit Per Month

Uptime	Service Credit Per Month
99.95%	Guaranteed
99.80%	5%
99.50%	8%
99.30%	10%

9.3 Hardware Guarantee

Imaginuity guarantees the functioning of all leased hardware components and will replace any failed component at no cost to the customer. Hardware replacement will begin immediately upon identification of the hardware failure and is guaranteed to be complete within 6 hours of problem identification. Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease.

Hardware Downtime	Service Credit Per Month
2 hours	Guaranteed
3 hours	5%
4 hours	8%
6 hours	10%

9.4 Scheduled Maintenance

The scheduled maintenance and upgrade window for all clients will be performed from 2:00am to 6:00am central standard time. Notification from Imaginuity administrative staff will occur at least 48 hours prior to work performed. Notification failure of normal maintenance by Imaginuity staff will result an application of the uptime guarantee. Imaginuity shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to external circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services. Imaginuity agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will Imaginuity be held liable for any financial or other damages due to such interruptions. In no event shall Imaginuity be liable to Client or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, cost of cover, loss of income or cost of replacement services.



10 Maintenance Support

Standard Support – Imaginuity will start the 12 month maintenance program after website launch. At the end of the agreement, Imaginuity and The Town of Prosper will have the ability to evaluate the budgeted hours and make adjustments to ensure efficiency and the loss of unused hours.

Imaginuity will provide support with 10 hours of support/maintenance per quarter to be billed quarterly in advance. There is no rollover, banking or advance usage of hours. The hours must be used in the month they are allocated to.

Customer Alterations Requests or New Scopes of Work: Any alterations will be charged for at current hourly rates. Imaginuity's 2014 billable hourly rate is \$120.00 per hour. Items and services considered new scope of work: design changes, content or copywriting services, photoshop services, photo re-touching and resizing, illustration, Flash design and development, HTML work, content management system (CMS) changes and modifications, source code changes and modifications, database development, and project/account management.

11 Hosting Fees

Term: 12 month

Cost: \$250 per month billed quarterly in advance \$750 per quarter

Total Annual Cost: \$3,000

12 Maintenance Fees

Term: 12 month

10hrs per quarter at \$100hr = \$1,000

Cost: \$1,000 per quarter to be billed quarterly in advance

Total Annual Cost: \$4,000



13 Acceptance of the Agreement

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date signed below, (the "Effective Date"). The Client authorizes Imaginuity to proceed with the execution of the services and products described in this Agreement.

Imaginuity Signature

The Town of Prosper Authorized Signature

Gary T. Hooker
Printed Name

Harlan Jefferson
Printed Name

Partner
Title

Town Manager
Title

9.11.2014
Date

Date



PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 14, 2014

Agenda Item:

Consider and act upon an ordinance rezoning 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10). (Z14-0013).

Description of Agenda Item:

On September 23, 2014, the Town Council approved zoning case Z14-0013, by a vote of 7-0. 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 that the Town Council adopt an ordinance rezoning 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10).

Proposed Motion:

I move to adopt an ordinance rezoning 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10).

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20; REZONING A TRACT OF LAND CONSISTING OF 60.91 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-47 (PD-47) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-SINGLE FAMILY-10 (PD-SF-10); 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 110 Prosper Property, LP ("Applicant") to rezone 60.91 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin 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. Zoning Ordinance No. 05-20 is amended as follows: The zoning designation of the below-described property containing 60.91 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-Single Family-10 (PD-SF-10). The property as a whole and the boundaries for each zoning classification are

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 conceptual development plan requirements, attached hereto as Exhibit “D”; and 4) 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.

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

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

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 14th DAY OF OCTOBER, 2014.

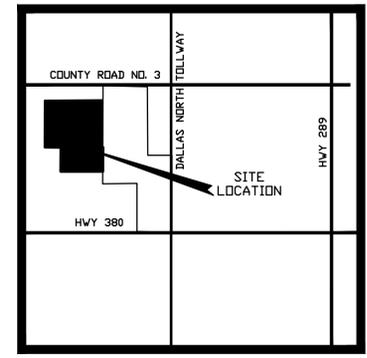
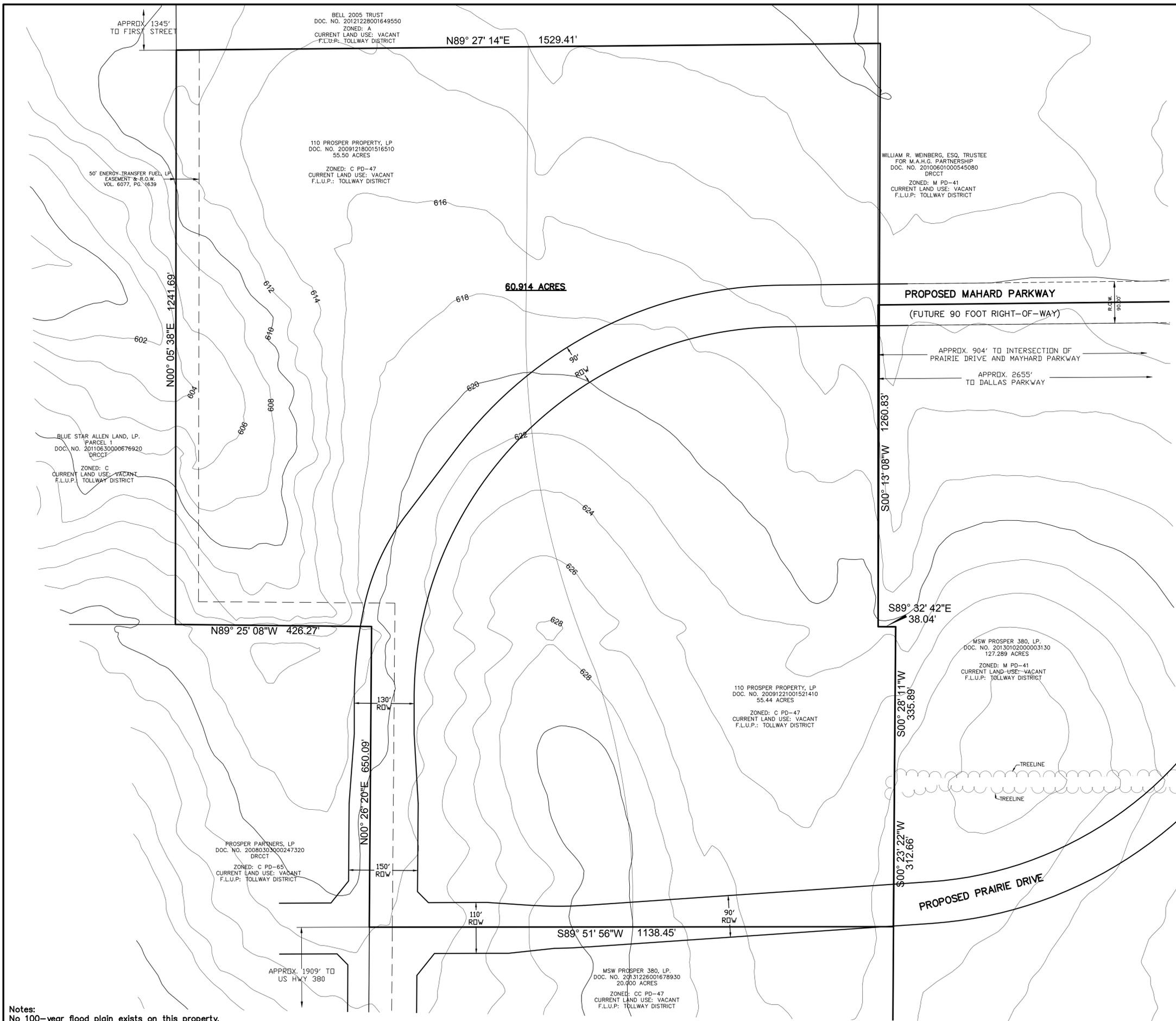
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



BEING a parcel of land situated in the Town of Prosper, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 147, and being a part of that called 55.50 acre tract of land described in a special warranty deed to 110 Prosper Property, L.P., as recorded in Document No. 20091218001516510, Official Public Records of Collin County, Texas, and being a part of that called 55.44 acre tract of land described in a special warranty deed to 110 Prosper Property, L.P., as recorded in Document No. 20091221001521410, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the northwest corner of said 55.50 acre tract of land;

THENCE North 89 degrees 27 minutes 14 seconds East, 1529.41 feet to the northeast corner of said 55.44 acre tract of land;

THENCE along the east line of said 55.44 acre tract of land as follows:
 South 00 degrees 13 minutes 08 seconds West, 1260.83 feet to a point for corner;
 South 89 degrees 32 minutes 42 seconds East, 38.04 feet to a point for corner;
 South 00 degrees 28 minutes 11 seconds West, 335.89 feet to a point for corner;
 South 00 degrees 23 minutes 22 seconds West, 312.66 feet to a point for corner;

THENCE South 89 degrees 51 minutes 56 seconds West, 1138.45 feet to a point for corner in the west line of said 55.50 acre tract of land;

THENCE along the west line of said 55.50 acre tract of land as follows:
 North 00 degrees 26 minutes 20 seconds East, 650.09 feet to a point for corner;
 North 89 degrees 25 minutes 08 seconds West, 426.27 feet to a point for corner;
 North 00 degrees 05 minutes 38 seconds East, 1241.69 feet to the POINT OF BEGINNING and containing 60.914 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Dan B. Ramsey, R.P.L.S. No. 4172
June 23, 2014



GROSS ACRES: 60.914±
NET ACRES: 54.847±

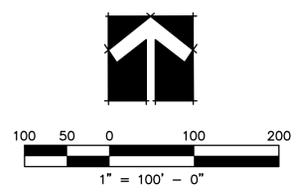


EXHIBIT A: Z14-0013

WINDRIDGE

60.914 ACRES OUT OF
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

110 PROSPER PROPERTY, LP **APPLICANT/OWNER**
1605 LBJ Freeway, Suite 710 (469) 522-4309
Dallas, TX 75234

JBI PARTNERS, INC. **PLANNER/SURVEYOR/ENGINEER**
16301 Quorum Drive, Suite 200 B (972) 248-7676
Addison, Texas 75001
TBPE No. F-438 TBPLS No. 10076000

Resubmitted September 11, 2014
Resubmitted August 12, 2014
Resubmitted August 4, 2014
July 7, 2014

Notes:
No 100-year flood plain exists on this property.

The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set alignment. The alignment is determined at time of final plat.

EXHIBIT B
WINDRIDGE
STATEMENT OF INTENT AND PURPOSE

Windridge is intended to be a high quality, single family neighborhood which is compatible with its surrounding uses. The neighborhood's proximity to the Dallas North Tollway will provide an opportunity to create a place that has the quality of life Prosper residents expect as well as easy access to other areas in the Dallas-Fort Worth Metro-plex.

EXHIBIT C
WINDRIDGE (#Z14-0013)
PLANNED DEVELOPMENT STANDARDS

The property shall be developed in accordance with the Single Family-10 (SF-10) District and the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20) as it currently exists or may be amended, except as otherwise set forth in these Development Standards.

1.0 GENERAL STANDARDS

- 1.01 The design and development of the Windridge community shall take place in general accordance with Exhibit D.
- 1.02 A minimum 40' landscape buffer shall be provided adjacent to all arterial streets identified on the Prosper Thoroughfare Plan. The buffer shall be located in a private "non-buildable" lot that is owned and maintained by the HOA. All plantings, screening walls, and design elements shall comply with the Town's Subdivision Ordinance as it exists or may be amended.
- 1.03 The open spaces and detention areas shown on the Concept Plan shall be landscaped and maintained by the Homeowners Association.

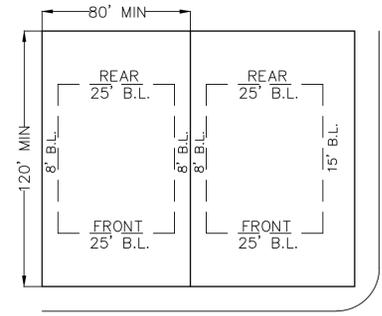
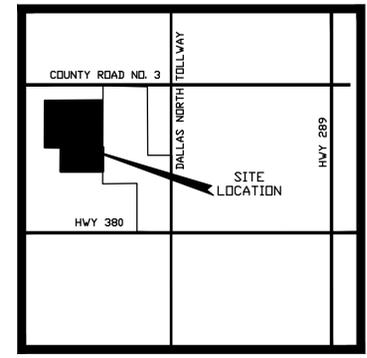
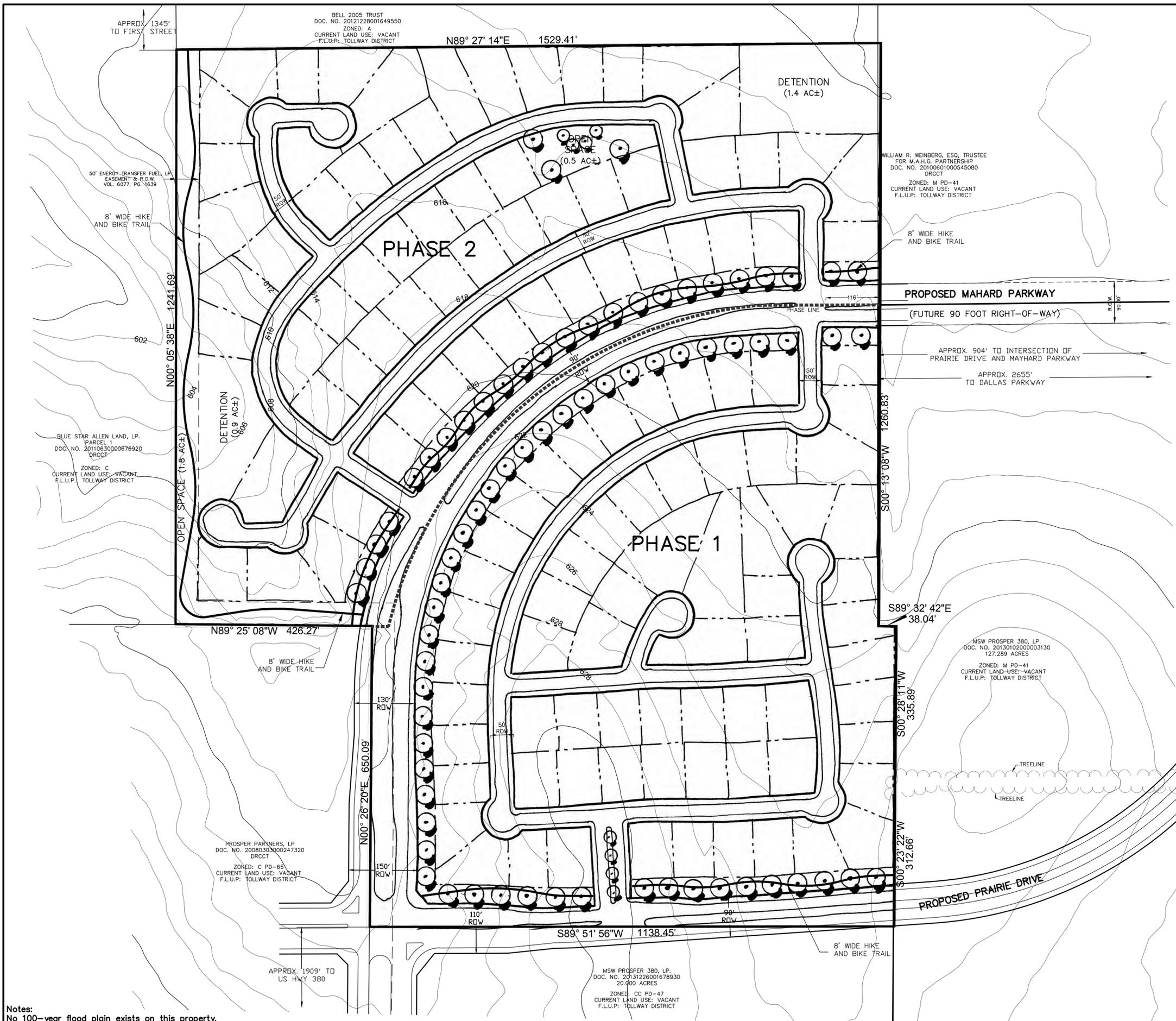
2.0 RESIDENTIAL STANDARDS

- 2.01 Minimum Lot Width: 80'. On cul-de-sacs and/or elbows, the minimum lot width shall be 70'. The minimum street frontage for all lots at the front property line shall be 40'.
- 2.02 Minimum Lot Depth: 120'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 110'.
- 2.03 Minimum Dwelling Area: 2,500 square feet.

3.0 BUILDING STANDARDS

- 3.01 All homes shall provide an exterior lighting package to illuminate the fronts of homes. The package shall include a minimum of 2 up or down lights to accent building architectural and/or landscape features. Security lighting may not be substituted for accent lighting.
- 3.02 Home elevations shall alternate at a minimum of every 4 homes on the same side of a street and every 3 homes on the opposite sides of a street.
- 3.03 All fencing located on single family lots adjacent to open spaces shall consist of ornamental metal/tubular steel.
- 3.04 All wooden fencing shall be cedar, board-on-board with a top rail, and comply with the Town's fencing standards as they exist or may be amended. A common wood fence stain color shall be established for the development.
- 3.05 Privacy fences on single family residential lots shall be located no closer to the front property line than 10' behind the front elevation of the house and shall not exceed 8' in height above grade.
- 3.06 Homes on a minimum of 2/3 of the single family lots within the community shall utilize swing in garages. For purposes of this item, when garages for 3 cars are provided and the 2 car garage is a swing in garage, the home shall be considered as to have provided a swing in garage.
- 3.07 Garage Doors:
 - A. Garage doors shall be cedar clad and stained.
 - B. Except for garage doors provided on swing in garages, garage doors shall not be located closer to the street than the primary front façade of the home.
- 3.08 Carports shall be prohibited.

- 3.09 Driveways: Enhanced paving treatments shall be provided for all driveways and shall consist of one of the following, or other treatment as approved by the Director of Development Services.
- A. Stamp and stain/patterned concrete (must be dust-on color application to wet concrete).
 - B. Acid-etched colored concrete for the field with scored smooth colored borders (must use dust-on color application to wet concrete).
 - C. Colored concrete with scored smooth border (must use dust-on color application to wet concrete).
 - D. Brick or interlocking pavers or pave stone.



TYPICAL LOT DETAIL

GROSS ACRES: 60.914±
 NET ACRES: 54.847±
 LOT SIZE: 84' X 120' TYPICAL
 OPEN SPACE: 2.3 AC±
 DETENTION AREA: 2.3 AC±

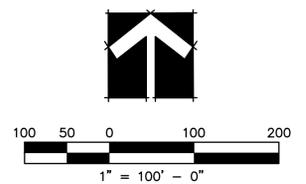


EXHIBIT D: Z14-0013

WINDRIDGE
 60.914 ACRES OUT OF
 COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

110 PROSPER PROPERTY, LP APPLICANT/OWNER
 1605 LBJ Freeway, Suite 710 (469) 522-4309
 Dallas, TX 75234

JBI PARTNERS, INC. PLANNER/SURVEYOR/ENGINEER
 16301 Quorum Drive, Suite 200 B (972) 248-7676
 Addison, Texas 75001
 TBPE No. F-438 TBPLS No. 10076000

Resubmitted September 11, 2014
 Resubmitted August 12, 2014
 Resubmitted August 4, 2014
 July 7, 2014

Notes:
 No 100-year flood plain exists on this property.
 The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set alignment. The alignment is determined at time of final plat.

**EXHIBIT E
WINDRIDGE
DEVELOPMENT SCHEDULE**

It is anticipated that construction of the Windridge neighborhood will begin January 2015. Phase 2 of the neighborhood will start when market conditions dictate.



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 14, 2014

Agenda Item:

Consider and act upon an ordinance for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway. The property is zoned Planned Development-43 (PD-43). (S14-0003).

Description of Agenda Item:

On September 23, 2014, the Town Council approved SUP case S14-0003, by a vote of 6-1, subject to the following conditions:

1. No outdoor intercoms, speakers or sound amplification devices shall be utilized on the property;
2. Any structures with a garage or bay shall include an automatic door closing device for such garage or bay; and
3. After-hours reduction of outdoor lighting, at 90% at midnight.

In regard to condition #2, subsequent to approval at the September 23, 2014, Town Council meeting, the applicant provided a description of their operations and is in agreement that all automobile repairs, “make-ready”, and detail services, which take place within the footprint of the main building shall have automatic door closing devices for such garages or bays. However, due to the fact that the public hearing discussion related to the automatic door closing devices for garages and bays did not include the stand-alone car wash, the applicant has requested that condition #2 be modified to exclude the automatic car wash, and read, “Any structures with a garage or bay shall include an automatic door closing device for such garage or bay, exclusive of the Automatic Car Wash.”

In regard to condition #3, based on the public hearing discussions, the intent of the outdoor lighting provision was to reduce the emitted outdoor light after midnight, by 90%, to 10%. In order to provide clarification, staff recommends condition #3 be modified to read, “After-hours reduction of outdoor lighting, by 90%, to 10%, at midnight.”

Town staff has prepared an ordinance granting the SUP that reflects the original conditions of approval from the September 23, 2014, Town Council meeting.

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 that the Town Council consider amended conditions #2 and #3 as described above, prior to adoption of the SUP ordinance.

Once the Town Council has considered the previous items, Town staff recommends the Town Council approve an ordinance for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway, subject to the following conditions:

1. Revise condition #2 of the proposed ordinance to clarify, "Any structures with a garage or bay shall include an automatic door closing device for such garage or bay, exclusive of the Automatic Car Wash."
2. Revise condition #3 of the proposed ordinance to clarify, "After-hours reduction of outdoor lighting, by 90%, to 10%, at midnight."

Proposed Motion:

I move to approve an ordinance for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway, subject to the following conditions:

1. Revise condition #2 to clarify, "Any structures with a garage or bay shall include an automatic door closing device for such garage or bay, exclusive of the Automatic Car Wash."
2. Revise condition #3 to clarify, "After-hours reduction of outdoor lighting, by 90%, to 10%, at midnight."

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 14-__**

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20; GRANTING A SPECIFIC USE PERMIT (SUP) FOR A NEW AUTOMOBILE SALES/LEASING FACILITY, LOCATED ON A TRACT OF LAND CONSISTING OF 16.06 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; 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 NWC Lovers/380, LLC ("Applicant") for a Specific Use Permit (SUP) to allow for a New Automobile Sales/Leasing Facility on a tract of land zoned Planned Development-43 (PD-43), consisting of 16.06 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being particularly being described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required to grant a Specific Use Permit (SUP) have been given in the manner and form set forth by law, public hearings have been held, and all other requirements of notice and completion of such 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

Specific Use Permit Granted. Zoning Ordinance No. 05-20 is amended as follows: Applicant is granted a Specific Use Permit (SUP) to allow the operation of a New Automobile Sales/Leasing Facility, on a tract of land zoned Planned Development-43 (PD-43), consisting of 16.06 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being particularly being described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The property shall continue to be used in a manner consistent with the conditions expressly stated in the site plan attached hereto as Exhibit "B," landscape plan attached hereto as Exhibit "C," and façade plan attached hereto as Exhibit "D," which is incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. No outdoor intercoms, speakers or sound amplification devices shall be utilized on the property;
2. Any structures with a garage or bay shall include an automatic door closing device for such garage or bay; and
3. After-hours reduction of outdoor lighting, at 90% at midnight.

Except as amended by this Ordinance, the development of the Property within this Specific Use Permit (SUP) shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

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

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

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 14^h DAY OF OCTOBER, 2014.

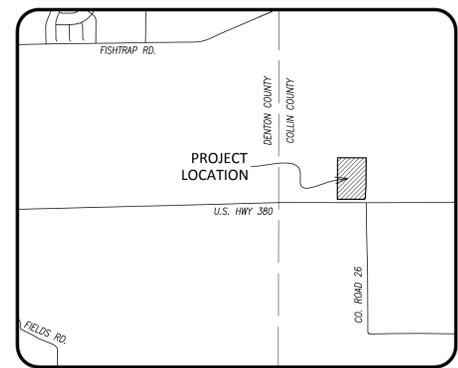
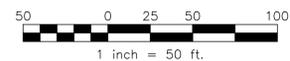
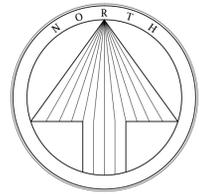
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

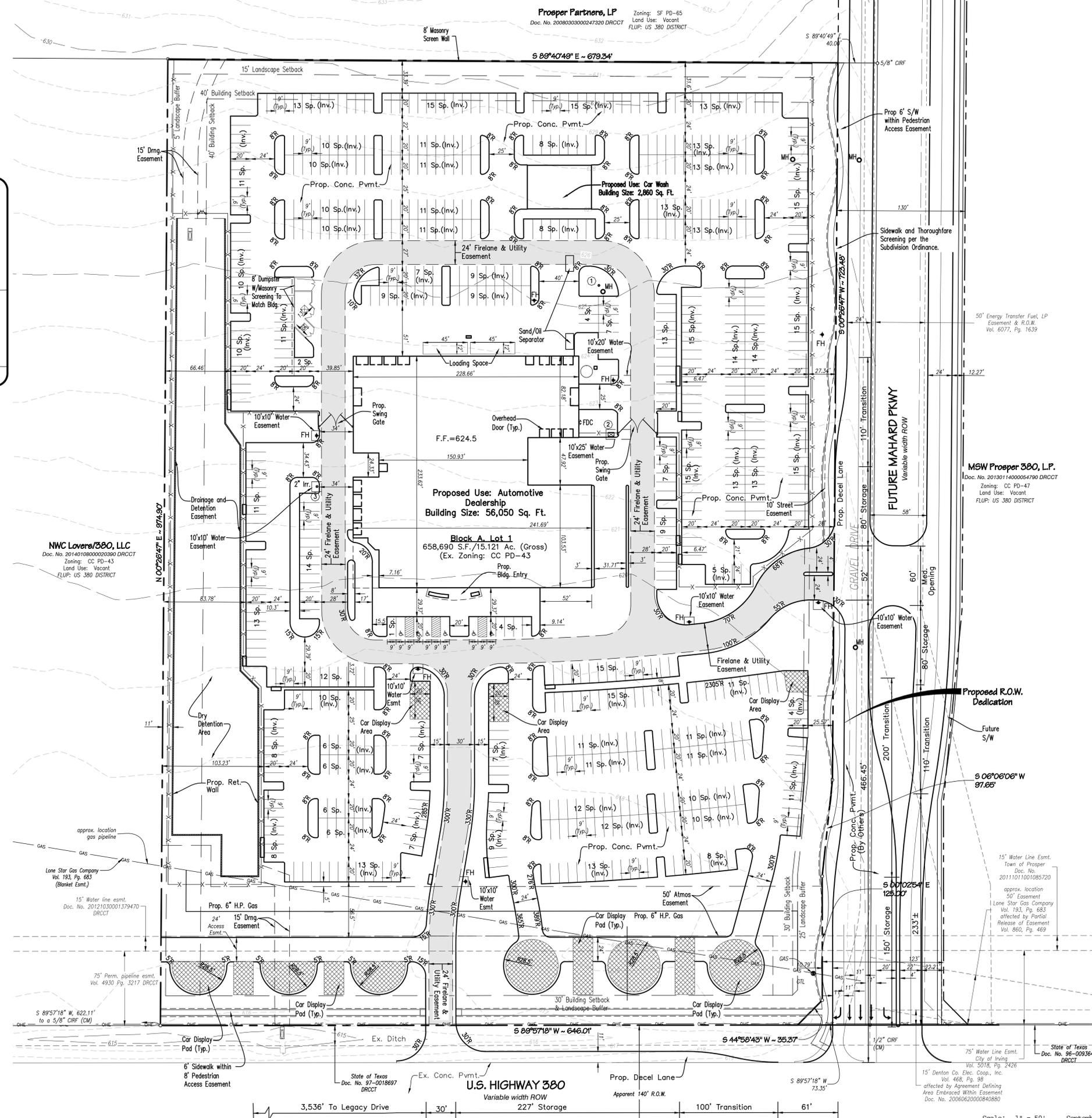


LOCATION MAP
1" = 1000'

LEGEND
(Not all items may be applicable)

o	3/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
UH	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
SE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WW	WASTE WATER EASEMENT
R.O.W.	RIGHT-OF-WAY
BL	BUILDING LINE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
N/S	NOT TO SCALE
Inst./Doc.	INSTRUMENT OR DOCUMENT
(DRCT)	DEED RECORDS, COLLIN COUNTY, TEXAS
(PRCT)	PLAT RECORDS, COLLIN COUNTY, TEXAS
(OPRCT)	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

- Notes:**
- The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
 - No 100 year floodplain exists onsite.



- Town of Prosper Site Plan Notes:
- Dumpsters and trash compactors shall be screened in accordance of 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.
 - Speedbumps/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 uniform 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 facade plan.
 - 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.
 - 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.

SITE DATA		LOT 1, BLOCK A	
Ex. Zoning	CC PD-43	Proposed Use	Automobile Sales/Leasing
Lot Area	15,121 Ac. (659,690 S.F.) - Net	Building Area	58,910 Sq. Ft. Total
Building Height	1 Story, 40' Max.	Lot Coverage	0.0893:1
Floor Area Ratio	0.0893:1	Parking Required	1 Sp/500 Sq. Ft.=118 Spaces
Customer/Employee Parking Provided:	118 Spaces (Incl. 6 HC)	Inventory Parking Provided	663 Spaces
Total Parking Provided	781 Spaces (Incl. 6 HC)	Total Impervious Surface	371,409 Sq. Ft.
Required Open Space (7%)	46,178 Sq. Ft.	Provided Open Space	78,863 Sq. Ft.
Required Landscape Area	15 Sq. Ft. Per Pkg Sp=13,395 Sq. Ft.	Provided Landscape Area	16,353 Sq. Ft.

SYMBOL LEGEND

	FIRELANE & UTILITY EASEMENT
	ENHANCED CAR DISPLAY AREA
	PROPOSED 4' ORNAMENTAL IRON FENCE
	EXISTING CONTOUR
	SANITARY SEWER MANHOLE
	FIRE HYDRANT

Water Meter & Sewer Schedule - Lot 5

I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	1"	1	6"	Proposed
②	Domestic	3"	1	6"	Proposed
③	Irrigation	2"	1	N/A	Proposed

EXHIBIT "B"
GST PROSPER
BLOCK A, LOT 1
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
COLLIN CO. SCHOOL LAND SURVEY, ABST. NO. 147
16,061 Acres (Gross)/15.121 Acres (Net)
Current Zoning: CC (Commercial Corridor) PD-43

OWNER / APPLICANT
NWC Lovers/380, LLC
83 Alsbey Woods
Dallas, TX 75248
Telephone: (214) 801-5020
Contact: Brett Blakely

ENGINEER / SURVEYOR
Sparks Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Kevin Wier

Drawing: C:\2014\08514-088\Prosper\14-088_SIP_Plan_Enblt_B.dwg Saved By: Alexander Save Time: 9/22/2014 3:29:49 PM

SOLID SOD NOTES

- 1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

GENERAL LAWN NOTES

- 1. Fine grade areas to achieve final contours indicated on civil plans.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
5. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
7. Contractor shall provide (2") two inches of imported topsoil on all areas to receive lawn.

LANDSCAPE NOTES

- 1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- 1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. 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.
3. All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

* Note: Large Canopy Trees are only permitted in the first 5' of the 10' planting area. All large trees are required to have a root barrier, the width of the tree's drip zone at maturity. The root barrier will be placed on the north side of the tree, no more than 10' off the center of the root ball.

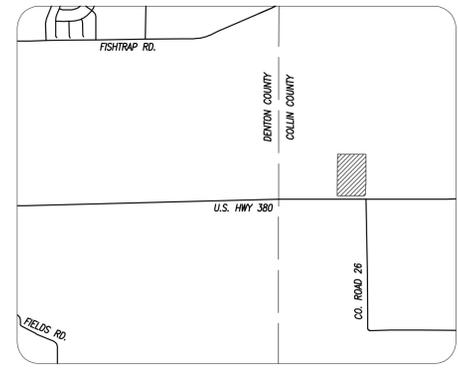
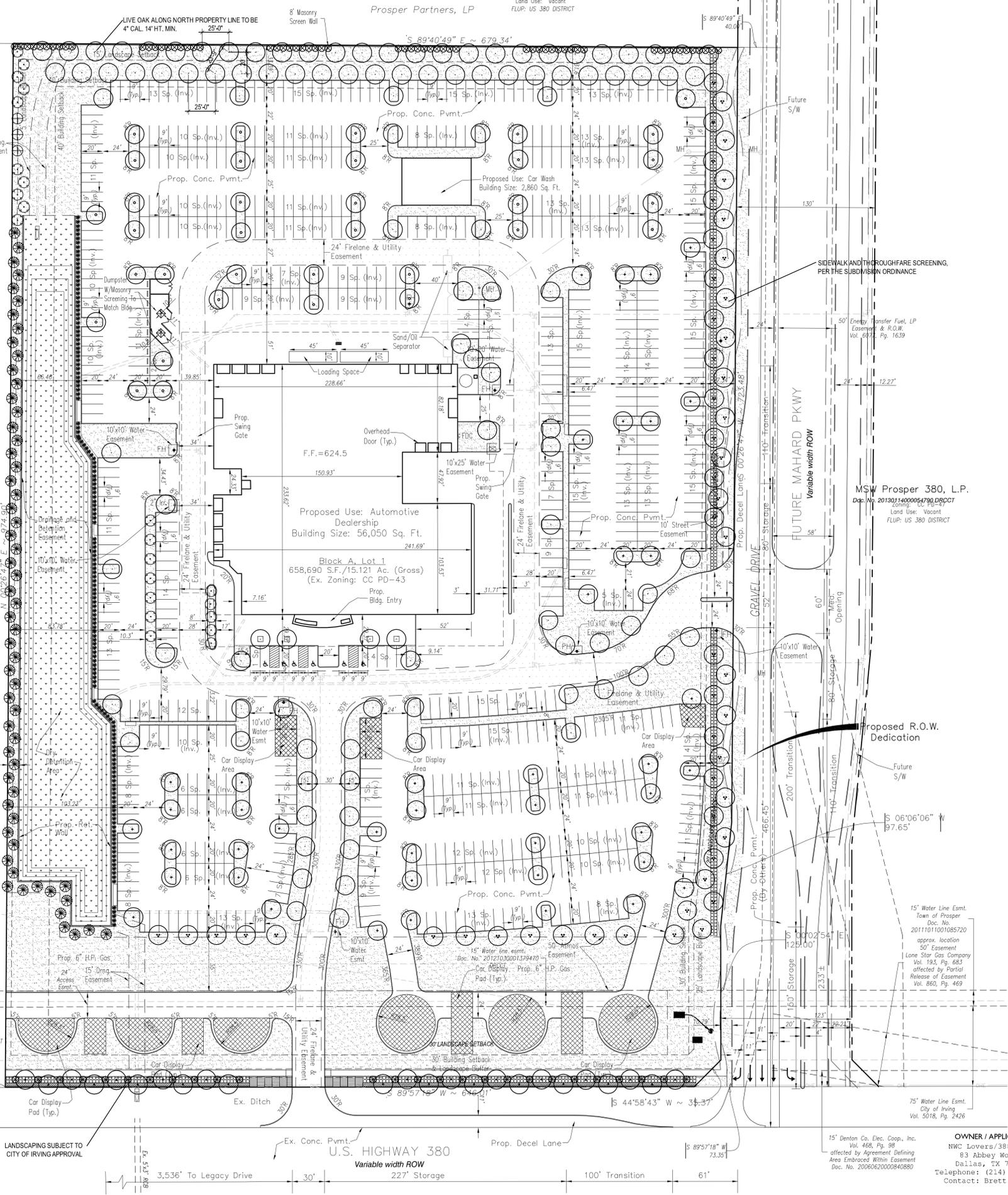


Table with 2 columns: SITE DATA and LOT 1, BLOCK A. Includes details like Ex. Zoning (CC PD-43), Proposed Use (Automobile Sales/Leasing), Lot Area (15,121 Ac.), Building Area (58,910 Sq. Ft.), and Parking Required (1 Sp/500 Sq. Ft.).

LANDSCAPE TABULATIONS

Table detailing landscape requirements for different areas: STREET REQUIREMENTS, FUTURE ROAD, PARKING LOT, HEADLIGHT SCREEN PROVIDED, PERIMETER LANDSCAPE, BUILDING LANDSCAPE, and Gross Floor Area. Lists required and provided quantities for various plant species and materials.

GRAPHIC PLANT LEGEND

- List of plant species and materials with corresponding symbols: CEDAR ELM, 3" CAL., 12' HT.; BALD CYPRESS, 3" CAL., 12' HT.; LIVE OAK, 3" CAL., 12' HT.; LIVE OAK, 4" CAL., 14' HT. ALONG NORTH PROPERTY LINE; CHINESE PISTACHE, 3" CAL., 12' HT.; RED OAK, 3" CAL., 12' HT.; CREPE MYRTLE, 3" CAL., 10' HT. MIN.; REDBUD, 3" CAL., 10' HT. MIN.; EASTERN RED CEDAR, 2" CAL., 8' HT.; NELLIE R. STEVENS HOLLY, 4' HT.; BLUE POINT JUNIPER, 6' HT. MIN., 1.5 gal. min.; DWARF BURFORD HOLLY, 5 GAL.; GROUND COVER, TYPE 'A', 4" POTS; GROUND COVER, TYPE 'B', 4" POTS; GROUND COVER, TYPE 'C', 4" POTS; LAWN, BERMUDAGRASS, SOLID SOD; BUFFALOGRASS, SOLID SOD.

GST PROSPER BLOCK A, LOT 1 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS COLLIN CO. SCHOOL LAND SURVEY, ABST. NO. 147 16.061 Acres (Gross)/15.121 Acres (Net) Current Zoning: CC (Commercial Corridor) PD-43

Project information including '01 SUP LANDSCAPE PLAN', scale '1" = 50'-0"', and contact details for SMI landscape architects, inc. and Splars Engineering, Inc. Includes a north arrow and graphic scale.

Vertical text on the left margin: Printed by Iron Plot Date: 9/12/2014, 8:22 AM; Drawing: A:\Drawings\Projects\2014\Prosper\Sup\Landscaping\Sup Landscape.dwg; Scale: 1" = 50'-0"; Date: 9/12/2014, 4:46:05 PM; User: smirrr-44



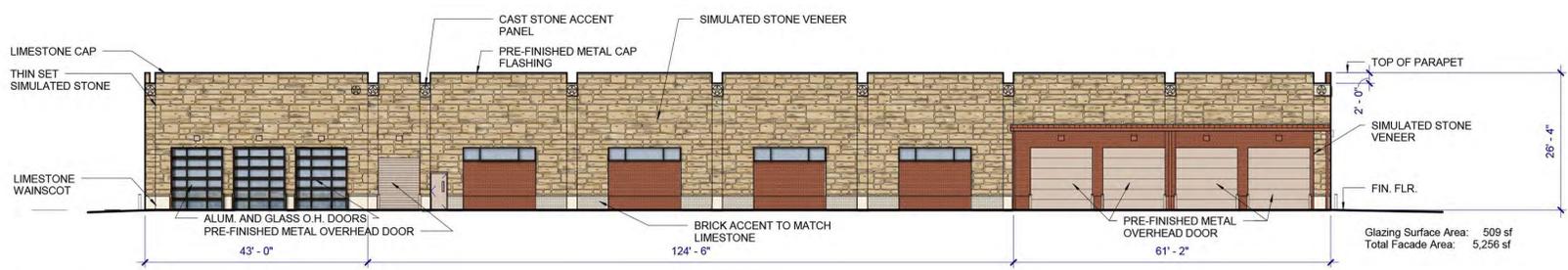
CAST STONE ACCENT AND CAST STONE COPING	30 sf 1% Coverage
THIN SET SIMULATED STONE	2,198 sf 59% Coverage
ENTRY PORTAL ELEMENT	1,323 sf 34% Coverage
SIMULATED WOOD	170 sf 4% Coverage
LIMESTONE VENEER	63 sf 2% Coverage
BRICK COLOR 1	
BRICK COLOR 2	

SOUTH ELEVATION
SCALE: 1/16" = 1'-0" 1



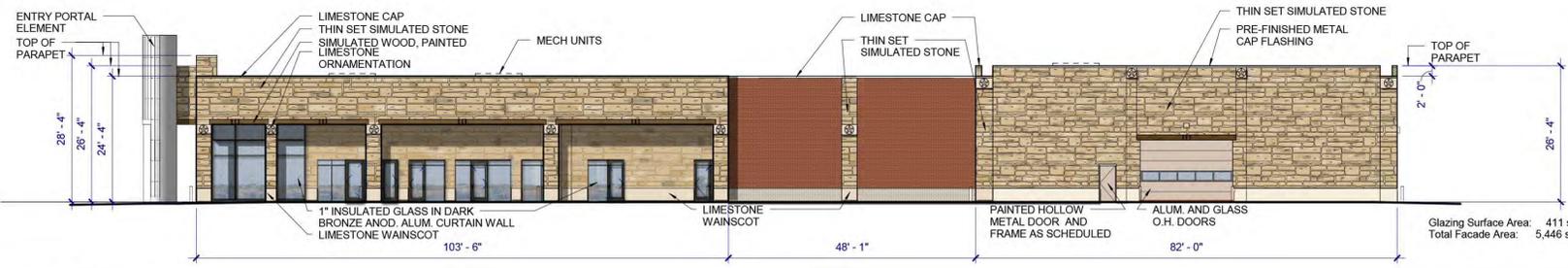
CAST STONE ACCENT AND CAST STONE COPING	44 sf 1% Coverage
THIN SET SIMULATED STONE	3,378 sf 79% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	87 sf 2% Coverage
SIMULATED WOOD	65 sf 2% Coverage
LIMESTONE VENEER	480 sf 11% Coverage
BRICK COLOR 1	
BRICK COLOR 2	191 sf 5% Coverage

WEST ELEVATION
SCALE: 1/16" = 1'-0" 4



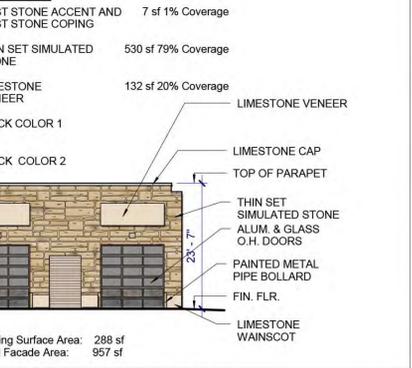
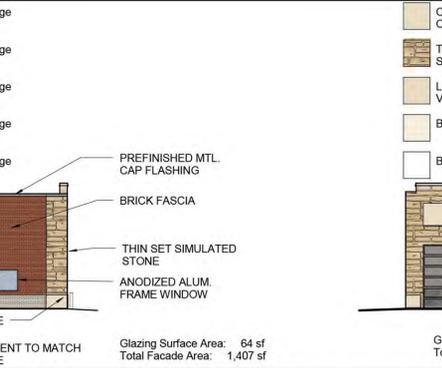
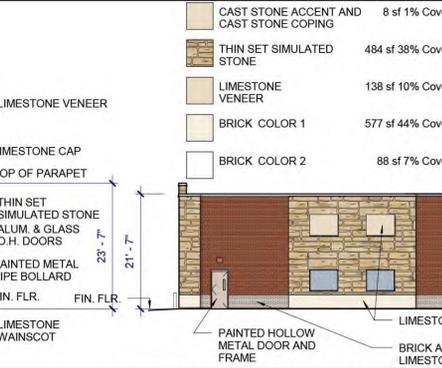
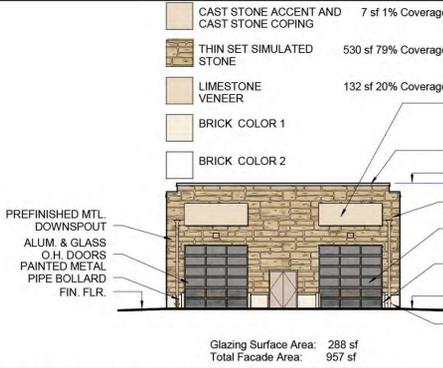
CAST STONE ACCENT AND CAST STONE COPING	42 sf 1% Coverage
THIN SET SIMULATED STONE	3,592 sf 75% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	87 sf 2% Coverage
SIMULATED WOOD	59 sf 1% Coverage
LIMESTONE VENEER	645 sf 14% Coverage
BRICK COLOR 1	
BRICK COLOR 2	322 sf 7% Coverage

NORTH ELEVATION
SCALE: 1/16" = 1'-0" 3



CAST STONE ACCENT AND CAST STONE COPING	57 sf 1% Coverage
THIN SET SIMULATED STONE	3,977 sf 79% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	95 sf 2% Coverage
SIMULATED WOOD	234 sf 4% Coverage
LIMESTONE VENEER	814 sf 40% Coverage
BRICK COLOR 1	
BRICK COLOR 2	68 sf 1% Coverage

EAST ELEVATION
SCALE: 1/16" = 1'-0" 2



NORTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0" 8

EAST CARWASH ELEVATION
SCALE: 1/16" = 1'-0" 8

SOUTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0" 7

WEST SOUTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0" 6

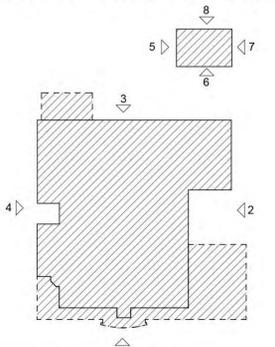
CONFIDENTIAL
CLIENT
PROSPER, TX

Gensler
5420 LBJ Freeway
Suite 1100
Dallas TX 75240
Tel: 214.273.1500

Issue #	Issue Date	Issue Description
-	-	-

This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.
All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
When permitted, exposed utility boxes and conduits shall be painted to match the building.
All signage areas and locations are subject to approval by the Building Inspection Department.

Windows shall have a maximum exterior visible reflectivity of ten (10) percent.



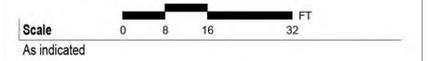
LOCATION KEY

Seal/Signature

Project Name
PROSPER, TX

Project Number

Description
EXTERIOR ELEVATIONS



ELEVATIONS



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 14, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for Geographic Information System (GIS) services between the Town of Prosper and the City of Frisco.

Description of Agenda Item:

Since 2003, the Town of Prosper has contracted with the City of Frisco for the provision of GIS services to the Town. The current Interlocal Agreement (ILA) with Frisco expired at the end of September 2014. Staff has attached an ILA with Frisco to provide GIS services through September 2015. A Statement of Work is attached to the ILA.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government.

Budget Impact:

Approval of this agreement obligates the Town to pay Frisco \$53,040 divided into four equal quarterly payments for the provision of GIS services. In FY 2013-2014 the cost of the GIS services was \$52,000; therefore, this agreement reflects the 2% cost increase of services. The Planning Division budget includes \$55,000 for GIS services.

Legal Obligations and Review:

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

Attached Documents:

1. Interlocal Agreement
2. Statement of work

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an Interlocal Agreement for GIS services between the Town of Prosper and the City of Frisco.

Proposed Motion:

I move to authorize the Town Manager to execute an Interlocal Agreement for Geographic Information System (GIS) Services between the Town of Prosper and the City of Frisco.

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS
AND THE TOWN OF PROSPER, TEXAS
(Geographic Information Systems Services)**

THIS AGREEMENT (the "Agreement"), made and entered into this ____ day of October, 2014, by and between the **CITY OF FRISCO, TEXAS** ("Frisco"), a municipal corporation, and the **TOWN OF PROSPER** ("Prosper"), a municipal corporation.

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to provide Geographic Information System ("GIS") services to Prosper; and

WHEREAS, Prosper has investigated and determined that it would be beneficial to Prosper and its citizens to employ Frisco for the purpose of providing GIS services for Prosper; and

WHEREAS, Prosper has investigated and determined that GIS services will be used to develop and maintain a database and materials that will be beneficial in attracting future economic development to Prosper; and

WHEREAS, Prosper has investigated and determined that Frisco has adequate personnel and equipment to provide the necessary GIS services; and

WHEREAS, Prosper has investigated and determined that obtaining GIS services from Frisco, as set forth below, will be the most efficient use of funds for GIS services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and Prosper agree as follows:

1. **Obligations of Prosper.**

Prosper will provide to Frisco the materials included in the Statement of Work, attached hereto as Exhibit "A" and incorporated herein for all purposes, in accordance with the project schedule included in Exhibit "A".

2. **Obligations of Frisco.**

A. Frisco will provide the GIS services outlined in Exhibit "A" in accordance with the project schedule included in Exhibit "A".

- B. The electronic data created by Frisco as outlined in Exhibit "A" will be the property of Prosper and Frisco and shall be provided to Prosper periodically upon written request and/or upon termination of this agreement.
3. **Compensation.** Prosper shall pay to Frisco \$53,040.00 as compensation for the GIS services provided to Prosper in accordance with this Agreement. The compensation shall be divided into four (4) quarterly equal payments.
4. **Term/Termination.** The term of this Agreement shall commence on the date established above and shall continue in effect until September 30, 2015. It is the intent of both parties to extend this agreement through the 2015-2016 fiscal year. At the time of execution of this agreement, the statement of work for Fiscal Year 2015-2016 had not been determined, nor had the compensation for such work been calculated. Prior to the termination of this agreement, the parties shall complete the determination of the Fiscal Year 2015-2016 statement of work and the compensation calculations for such work and negotiate an extension to this agreement to September 30, 2016. Similar extensions shall be negotiated near the termination of each fiscal year until such time as either party desires to terminate the agreement.
5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of Frisco
 Attn: City Manager
 6101 Frisco Square Blvd
 Frisco, Texas 75034

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

6. **Miscellaneous.**
- A. **Assignment.** This Agreement is not assignable without the prior written consent of the Parties.
- B. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

- C. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- D. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- E. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- F. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others 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 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.
- G. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- H. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- I. **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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- J. **Pursuit of a Governmental Function.** Both Frisco and Prosper have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.
- K. **Sovereign Immunity.** The parties agree that neither Frisco nor Prosper has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

- L. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

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

THE CITY OF FRISCO, TEXAS

By: _____ Date: _____
Name: _____
Title: _____

THE TOWN OF PROSPER, TEXAS

By: _____ Date: _____
Name: _____
Title: _____

EXHIBIT A

Statement of Work GIS Services for Town of Prosper City of Frisco, GIS FY15

Introduction

This Statement of Work (SOW) sets forth requirements of Town of Prosper for implementation of work, including the maintenance of GIS Base Layers, maintenance of end user GIS software, Mapping Services.

Maintain GIS Base Layers

Prosper has requested the following data layers be maintained:

- | | |
|-------------------|-----------------------------|
| 1. Parcel | 12. Town Limits |
| 2. TaxRoll | 13. ETJ |
| 3. Water | 14. Public facilities |
| 4. Sewer | 15. Parks |
| 5. Storm | 16. Schools |
| 6. Roads | 17. Final Plats |
| 7. Zoning | 18. Sex Offender Locations |
| 8. Addresses | 19. Sex Offender Free Zones |
| 9. Annexation | 20. Developer Agreements |
| 10. Subdivision | 21. Trash Days |
| 11. Hunting Layer | |

Maintain End User GIS Software

Prosper has requested the maintenance of the ArcReader or online solution.

Mapping Services

Prosper has requested “on demand” as well as ongoing mapping services.

Work To Be Performed

Maintain GIS Base Layers

Prosper will provide Frisco Final Plats, in both PDF and AutoCAD formats. Frisco will enter these Final Plats into the GIS base layer.

Frisco will engage RAMTeCH Corporation for a continuation of the current data conversion contract.

Prosper will provide Frisco AsBuilts, in both PDF and AutoCAD formats, along with any GPS data collected, to be converted by RAMTeCH within 2 weeks of receipt by Prosper. To maintain efficiencies, Frisco will be sending these plans to Ramtech in bulk deliveries upon receipt of at least 6 plans or every 3 months whichever occurs first. Prosper will provide Frisco with an average of 3 Zoning changes and/or new ordinances per month for input into the GIS.

Prosper will provide Frisco with an average of 2 Annexation changes and/or new ordinances per month for input into the GIS.

Prosper will provide Frisco with legal descriptions of all Zoning and Annexation cases for verification prior to Town Council approval.

Maintain End User GIS Software

Frisco will provide support for the online mapping application for internal use only.

Mapping Services

Prosper has requested the following maps be made available on an ongoing basis. In addition, Prosper has requested these maps in digital (PDF) format.

	<u>Quantity</u>	<u>Frequency</u>
Zoning Maps	7	Quarterly
Street/Subdivision Maps	20	Quarterly
Annexation Maps	7	Quarterly
Wet Dry Maps	5	2 x per year
Fire Map Book (PDF)	0	6-8 x per year
Sex Offender Maps	3	1-2 x per year
Developer Agreement Maps	3	1-2 x per year

Prosper has requested “on demand” mapping services to be provided as needed. The mapping services will not exceed an average of 8 hours per month.



PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 14, 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 October 7, 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.

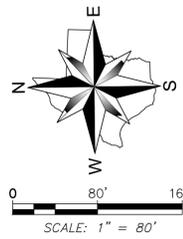
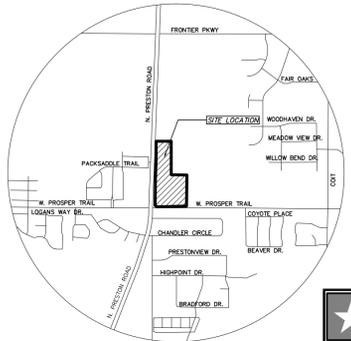
Attached Documents:

1. Preliminary site plan for the Shops at Prosper Trail.
2. Site plan for the Shops at Prosper Trail.
3. Site plan for Prosper Retail.

Town Staff Recommendation:

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

EXISTING ZONING	PD-68
TOTAL GROSS	33.219 Ac
TOTAL NET	28.841 Ac.
FUTURE LAND USE PLAN DESIGNATION	RETAIL AND NEIGHBORHOOD SERVICES



- INTEGRAL COLOR CONCRETE COLOR CHROMIX 5059 SORRENTO RED BY SCOFIELD SYSTEMS STAMPED CONCRETE WITH HERRINGBONE PATTERN
- INTEGRAL COLOR CONCRETE COLOR CHROMIX 5059 SORRENTO RED BY SCOFIELD SYSTEMS
- PROPOSED FIRE LANE
- BASCART LOCATION WITH WROUGHT IRON RAIL ON TOP OF CURB, MIN. 3' HEIGHT
- ENHANCED LANDSCAPE SCREENING FOR LOADING DOCK
- PROPOSED SIDEWALK
- ADA PATH
- TRANSFORMER
- FIRE DEPARTMENT CONNECTION
- LOADING AREA



LEGEND

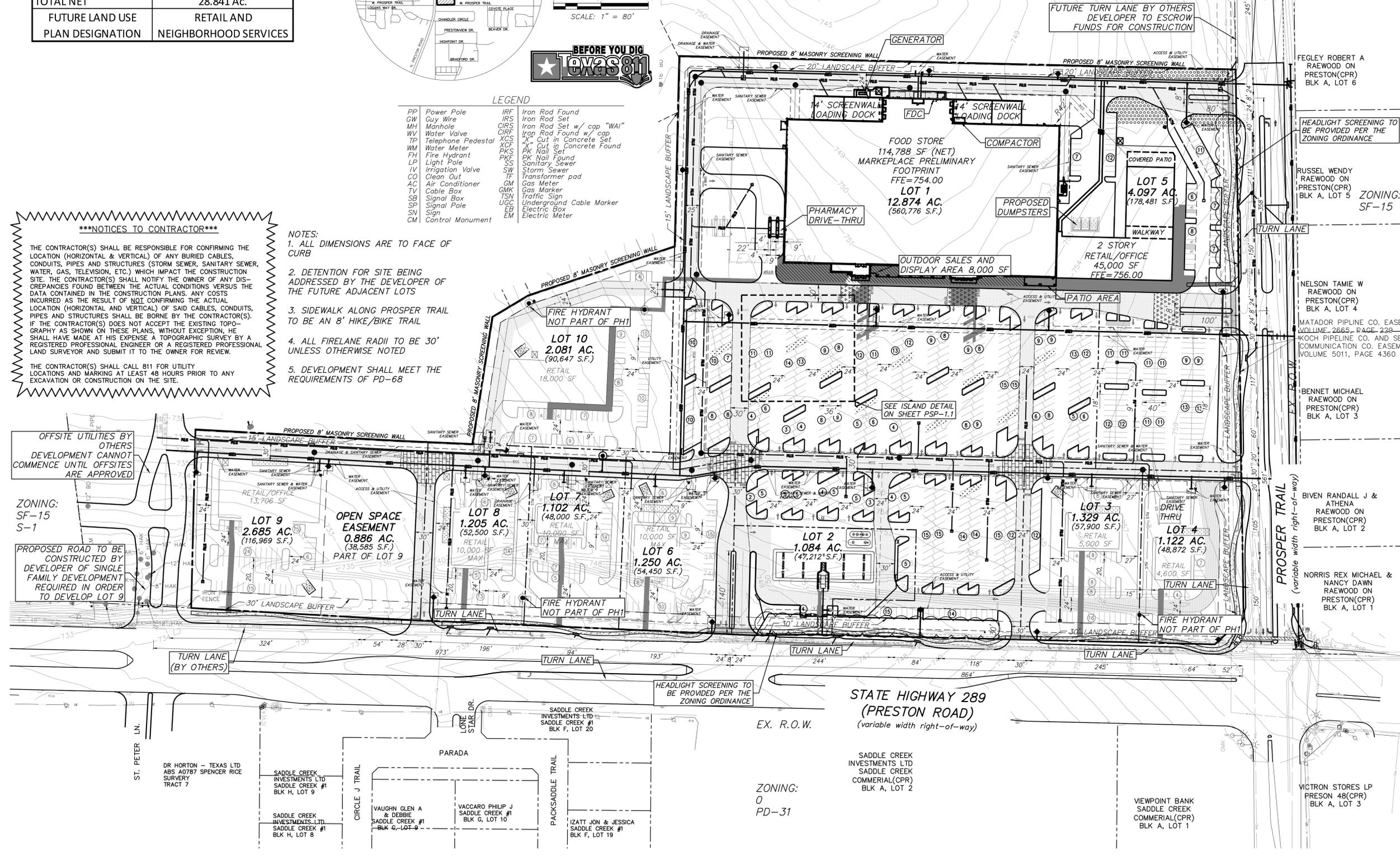
PP Power Pole	IRF Iron Rod Found
GW Guy Wire	IRS Iron Rod Set
MH Manhole	CIRS Iron Rod Set w/ cap "WAI"
WV Water Valve	CIRF Iron Rod Found w/ cap
TP Telephone Pedestal	XCS "X" Cut in Concrete Set
WM Water Meter	PKS PK Nail Set
FH Fire Hydrant	PKF PK Nail Found
LP Light Pole	SS Sanitary Sewer
IV Irrigation Valve	SW Storm Sewer
CO Clean Out	TF Transformer pad
AC Air Conditioner	GM Gas Meter
TV Cable Box	GMK Gas Marker
SB Signal Box	TSN Traffic Sign
SP Signal Pole	UGC Underground Cable Marker
SN Sign	EB Electric Box
CM Control Monument	EM Electric Meter

*****NOTICES TO CONTRACTOR*****

THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR CONFIRMING THE LOCATION (HORIZONTAL & VERTICAL) OF ANY BURIED CABLES, CONDUITS, PIPES AND STRUCTURES (STORM SEWER, SANITARY SEWER, WATER, GAS, TELEVISION, ETC.) WHICH IMPACT THE CONSTRUCTION SITE. THE CONTRACTOR(S) SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES FOUND BETWEEN THE ACTUAL CONDITIONS VERSUS THE DATA CONTAINED IN THE CONSTRUCTION PLANS. ANY COSTS INCURRED AS THE RESULT OF NOT CONFIRMING THE ACTUAL LOCATION (HORIZONTAL AND VERTICAL) OF SAID CABLES, CONDUITS, PIPES AND STRUCTURES SHALL BE BORNE BY THE CONTRACTOR(S). IF THE CONTRACTOR(S) DOES NOT ACCEPT THE EXISTING TOPOGRAPHY AS SHOWN ON THESE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE AT HIS EXPENSE A TOPOGRAPHIC SURVEY BY A REGISTERED PROFESSIONAL ENGINEER OR A REGISTERED PROFESSIONAL LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW.

THE CONTRACTOR(S) SHALL CALL 811 FOR UTILITY LOCATIONS AND MARKING AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION ON THE SITE.

- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB
 - DETENTION FOR SITE BEING ADDRESSED BY THE DEVELOPER OF THE FUTURE ADJACENT LOTS
 - SIDEWALK ALONG PROSPER TRAIL TO BE AN 8' HIKE/BIKE TRAIL
 - ALL FIRELANE RADII TO BE 30' UNLESS OTHERWISE NOTED
 - DEVELOPMENT SHALL MEET THE REQUIREMENTS OF PD-68



8.	9/29/2014	SIXTH CITY SUBMITTAL	MB.
7.	9/22/2014	FIFTH CITY SUBMITTAL	MB.
6.	9/17/2014	PLAT COMMENTS	MB.
5.	9/15/2014	ENGINEERING COMMENTS	MB.
4.	9/12/2014	FORTH CITY SUBMITTAL	MB.
3.	9/09/2014	THIRD CITY SUBMITTAL	MB.
2.	9/02/2014	SECOND CITY SUBMITTAL	MB.
1.	8/14/2014	FIRST CITY SUBMITTAL	MB.
		REVISION	DATE

Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS & SURVEYORS
 6720 HILLCREST PLAZA DRIVE, SUITE 325
 FORT WORTH, TEXAS 76116-0000
 Phone: (817) 490-7090
 Fax: (817) 490-7099
 State Surveyors Registration No. 103866-00
 Civil Engineer Registration No. 103866-00
 Geotechnical Registration No. 103866-00

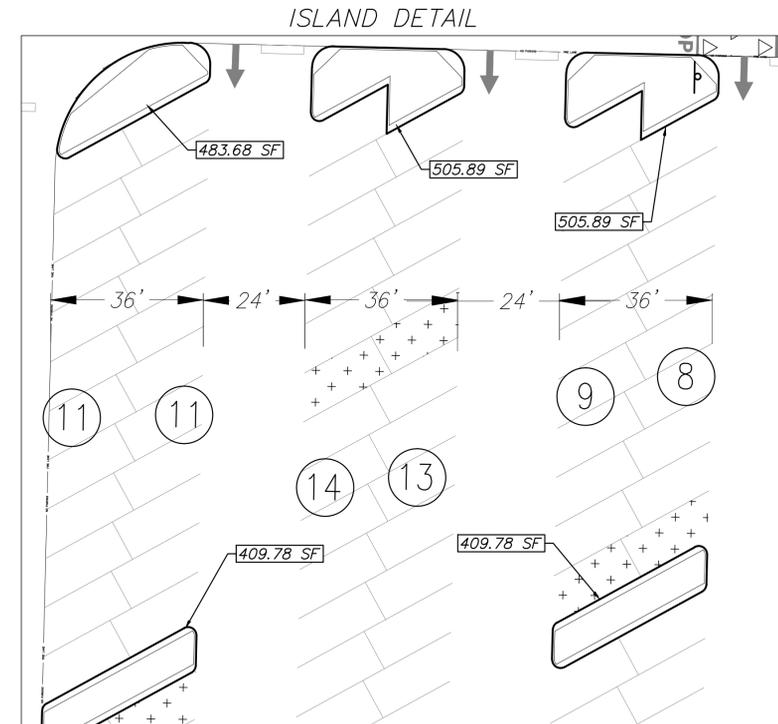
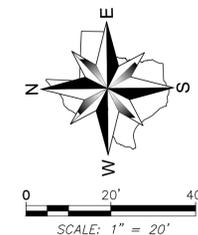
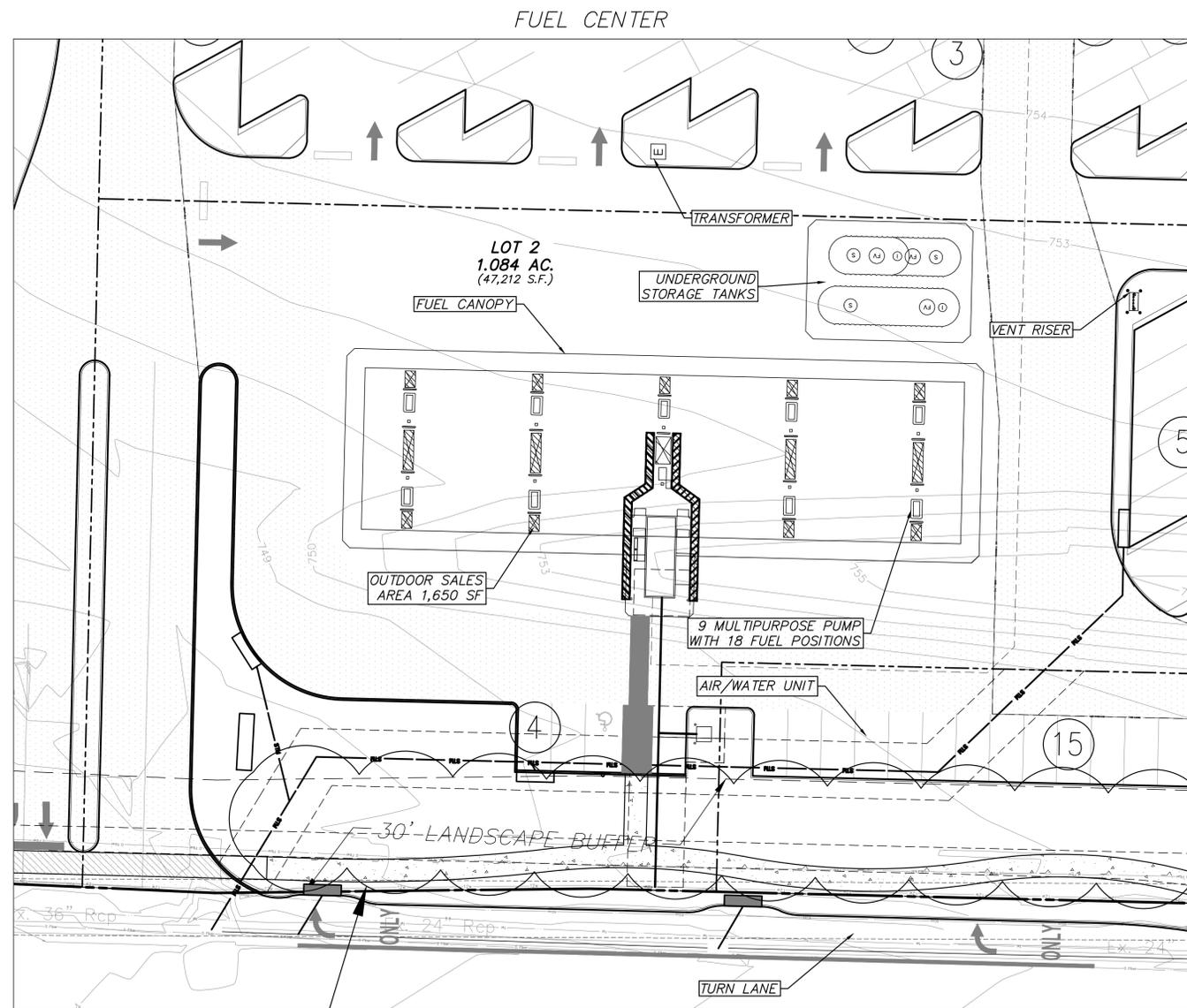
PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY SITE PLAN
 SHOPS AT PROSPER TRAIL
 PROSPER, TEXAS

PSP-1.0

LOT NUMBER	ZONING	PROPOSED USE	LOT AREA (AC)	BUILDING AREA (SF)	BUILDING HEIGHT (FT)	LOT COVERAGE	FLOOR AREA RATIO	TOTAL PARKING REQUIRED (1:250)	TOTAL PARKING PROVIDED	HC PARKING REQUIRED	HC PARKING PROVIDED	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	OPEN SPACE RATIO REQUIRED	OPEN SPACE RATIO PROVIDED	INTERIOR LANDSCAPING REQUIRED (SF)	INTERIOR LANDSCAPING PROVIDED (SF)	SQUARE FOOTAGE OF IMPERVIOUS SURFACE (SF)
1	PD-RETAIL	GROCERY STORE	12.874	114,788	41'-8"	20.47%	0.21	460	544	11	14	39,255.40	46,642.74	7%	8%	8,160	15,520	482,152
1 W/ EXPANSION	PD-RETAIL	GROCERY STORE	12.874	134,788	41'-8"	24.04%	0.24	540	544	11	14	39,255.40	32,395.03	7%	6%	8,160	15,520	482,152
2	PD-RETAIL	FUEL CENTER	1.084	180	40'-0"	0.38%	0.01	1	9	1	1	3,305.33	3,377.95	7%	7%	135	480	44,439
3	PD-RETAIL	RETAIL/OFFICE	1.329	5,000	40'-0"	8.64%	0.08	20	60	2	2	4,052.39	5,230.56	7%	9%	900	1,440	44,206
4	PD-RETAIL	RETAIL/OFFICE	1.122	4,600	40'-0"	9.41%	0.10	19	19	1	1	3,421.20	3,317.57	7%	7%	285	800	32,389
5	PD-RETAIL	RETAIL/OFFICE	4.097	45,000	40'-0"	25.21%	0.24	180	192	6	7	12,492.57	10,120.17	7%	6%	2,880	4,160	125,832
6	PD-RETAIL	RETAIL/OFFICE	1.250	10,000	40'-0"	18.37%	0.20	40	55	3	3	3,811.50	5,257.38	7%	10%	825	1,600	38,310
7	PD-RETAIL	RETAIL/OFFICE	1.102	10,000	40'-0"	20.83%	0.20	40	55	3	3	3,360.22	3,957.56	7%	8%	825	1,600	38,554
8	PD-RETAIL	RETAIL/OFFICE	1.205	10,000	40'-0"	19.05%	0.19	40	43	2	2	3,674.29	3,706.37	7%	7%	645	1,120	42,080
9	PD-RETAIL	RETAIL/OFFICE	2.685	14,870	40'-0"	12.71%	0.12	60	60	3	3	8,187.10	34,738.41	7%	30%	900	1,600	101,272
10	PD-RETAIL	RETAIL/OFFICE	2.081	18,000	40'-0"	19.86%	0.19	72	72	3	3	6,345.39	13,331.79	7%	15%	1,080	1,920	67,339
TOTAL W/O EXPANSION	-	-	28.829	232,438	-	-	-	932	1109	35	39	87,905.39	129,680.50	7%	10%	16,635	30,240	1,016,573
TOTAL W/ EXPANSION	-	-	28.829	252,438	-	-	-	1012	1109	35	39	87,905.39	115,432.79	7%	9%	16,635	30,240	1,016,573

*PARKING COUNT INCLUDES HANDICAPPED PARKING



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PRELIMINARY - NOT FOR CONSTRUCTION

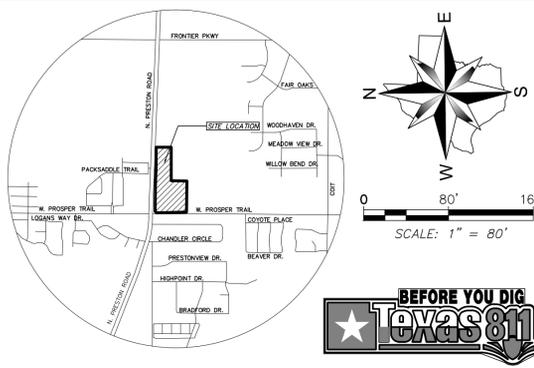
PRELIMINARY SITE PLAN
SHOPS AT PROSPER TRAIL
PROSPER, TEXAS

PSP-1.1

No.	DATE	REVISION	APPROV.
8.	9/29/2014	SIXTH CITY SUBMITTAL	MB.
7.	9/22/2014	FIFTH CITY SUBMITTAL	MB.
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1.	8/14/2014	FIRST CITY SUBMITTAL	MB.

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
6720 HILGRET PLAZA DR., SUITE 325
PROSPER, TEXAS 75081
Phone: 972-490-7090
Fax: 972-490-7096
www.winkelmann.com
Professional Engineer Registration No. 89
Professional Surveyor Registration No. 100866-00
Geographic Information Systems & Associates, Inc.

EXISTING ZONING	PD-68
TOTAL GROSS	33.219 Ac
TOTAL NET	28.841 Ac.
FUTURE LAND USE	RETAIL AND
PLAN DESIGNATION	NEIGHBORHOOD SERVICES



- INTEGRAL COLOR CONCRETE COLOR CHROMIX 5059 SORRENTO RED BY SCOFIELD SYSTEMS STAMPED CONCRETE WITH HERRINGBONE PATTERN
- INTEGRAL COLOR CONCRETE COLOR CHROMIX 5059 SORRENTO RED BY SCOFIELD SYSTEMS
- PROPOSED FIRE LANE
- BASCART LOCATION WITH WROUGHT IRON RAIL ON TOP OF CURB, MIN. 3' HEIGHT
- ENHANCED LANDSCAPE SCREENING FOR LOADING DOCK
- PROPOSED SIDEWALK
- ADA PATH
- TRANSFORMER
- FDC FIRE DEPARTMENT CONNECTION



LEGEND

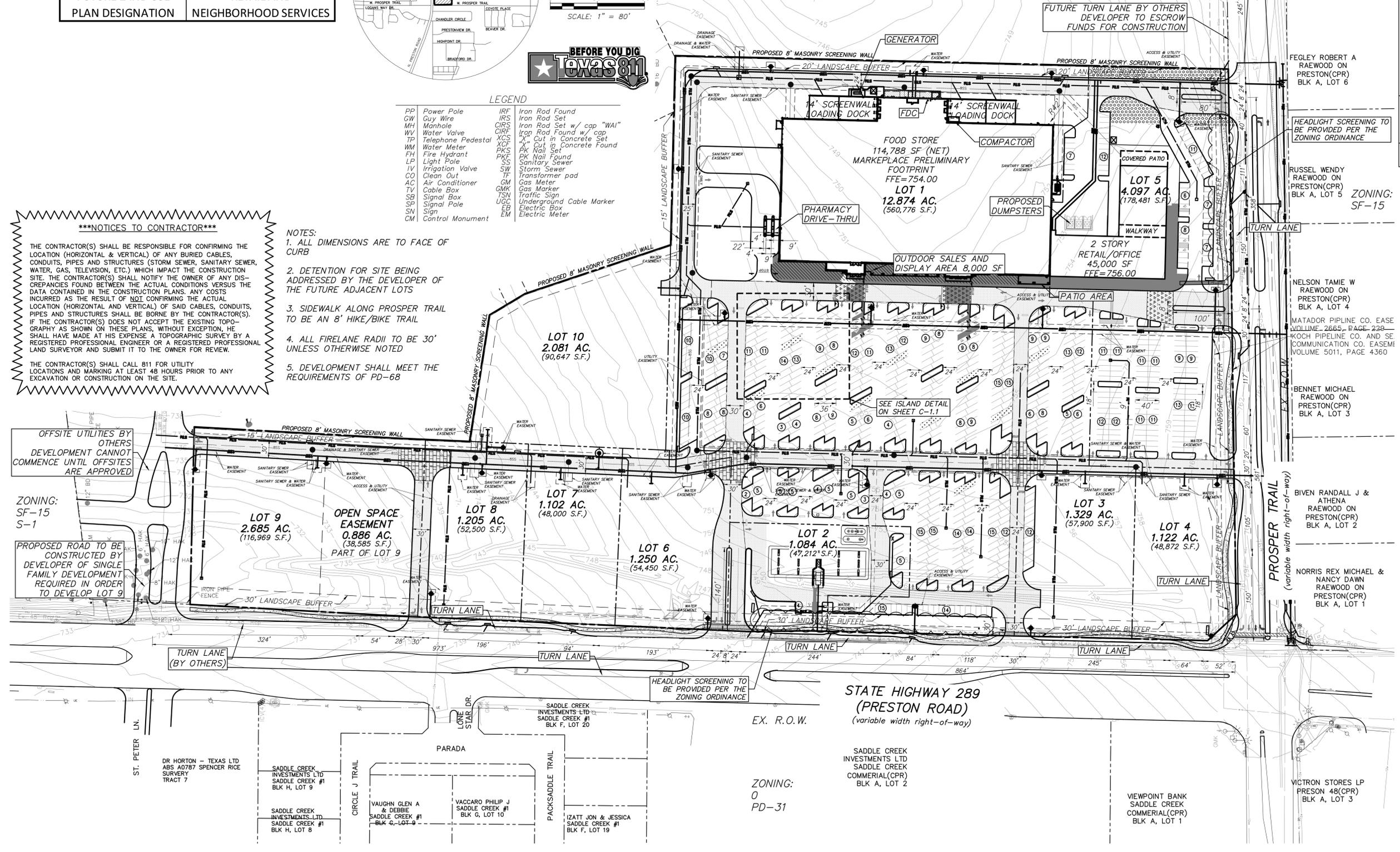
PP Power Pole	IRF Iron Rod Found
GW Guy Wire	IRS Iron Rod Set
MH Manhole	CIRS Iron Rod Set w/ cap "WAI"
WV Water Valve	CIRF Iron Rod Found w/ cap
TP Telephone Pedestal	XCS "X" Cut in Concrete Set
WM Water Meter	XCF "X" Cut in Concrete Found
FH Fire Hydrant	PKS PK Nail Set
LP Light Pole	PKF PK Nail Found
IV Irrigation Valve	SS Sanitary Sewer
CO Clean Out	SW Storm Sewer
AC Air Conditioner	TF Transformer pad
TV Cable Box	GM Gas Meter
SB Signal Box	GMK Gas Marker
SP Signal Pole	TSN Traffic Sign
SN Sign	UGC Underground Cable Marker
CM Control Monument	EB Electric Box
	EM Electric Meter

*****NOTICES TO CONTRACTOR*****

THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR CONFIRMING THE LOCATION (HORIZONTAL & VERTICAL) OF ANY BURIED CABLES, CONDUITS, PIPES AND STRUCTURES (STORM SEWER, SANITARY SEWER, WATER, GAS, TELEVISION, ETC.) WHICH IMPACT THE CONSTRUCTION SITE. THE CONTRACTOR(S) SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES FOUND BETWEEN THE ACTUAL CONDITIONS VERSUS THE DATA CONTAINED IN THE CONSTRUCTION PLANS. ANY COSTS INCURRED AS THE RESULT OF NOT CONFIRMING THE ACTUAL LOCATION (HORIZONTAL AND VERTICAL) OF SAID CABLES, CONDUITS, PIPES AND STRUCTURES SHALL BE BORNE BY THE CONTRACTOR(S). IF THE CONTRACTOR(S) DOES NOT ACCEPT THE EXISTING TOPOGRAPHY AS SHOWN ON THESE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE AT HIS EXPENSE A TOPOGRAPHIC SURVEY BY A REGISTERED PROFESSIONAL ENGINEER OR A REGISTERED PROFESSIONAL LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW.

THE CONTRACTOR(S) SHALL CALL 811 FOR UTILITY LOCATIONS AND MARKING AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION ON THE SITE.

- NOTES:**
1. ALL DIMENSIONS ARE TO FACE OF CURB
 2. DETENTION FOR SITE BEING ADDRESSED BY THE DEVELOPER OF THE FUTURE ADJACENT LOTS
 3. SIDEWALK ALONG PROSPER TRAIL TO BE AN 8' HIKE/BIKE TRAIL
 4. ALL FIRELANE RADII TO BE 30' UNLESS OTHERWISE NOTED
 5. DEVELOPMENT SHALL MEET THE REQUIREMENTS OF PD-68



MB.	APPROV.
MB.	REVISION
MB.	DATE
MB.	No.
MB.	1. 8/14/2014
MB.	2. 9/02/2014
MB.	3. 9/09/2014
MB.	4. 9/12/2014
MB.	5. 9/15/2014
MB.	6. 9/17/2014
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Winkelman & Associates, Inc.
 CONSULTING CIVIL ENGINEERS & SURVEYORS
 6720 HILGREN PLAZA DRIVE, SUITE 325
 FORT WORTH, TEXAS 76116-0000
 Phone: (817) 490-7090
 Fax: (817) 490-7096
 State Surveyor Registration No. 103866-00
 Geomatics Registration No. 103866-00
 Geospatial Registration No. 103866-00

PRELIMINARY - NOT FOR CONSTRUCTION

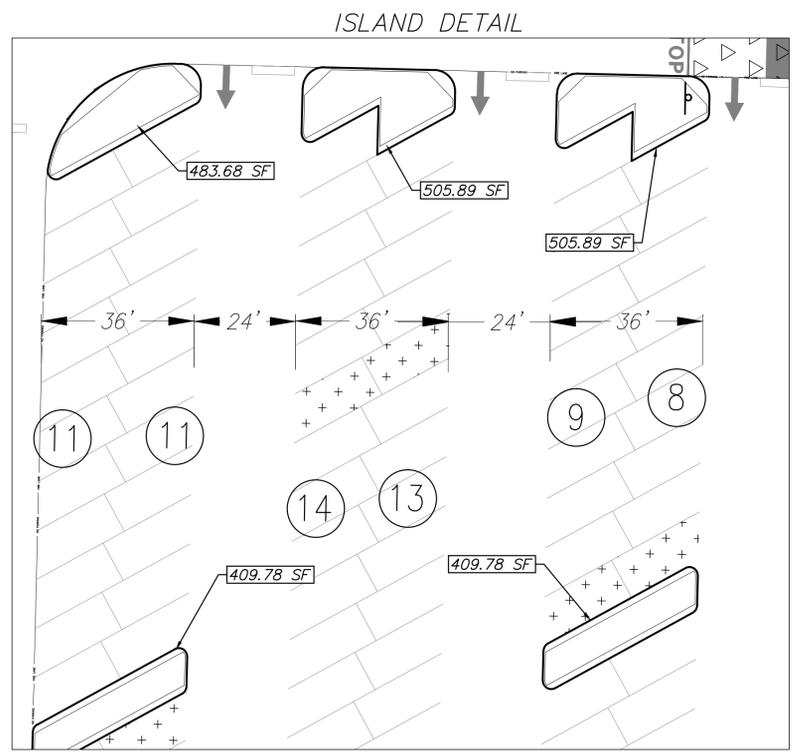
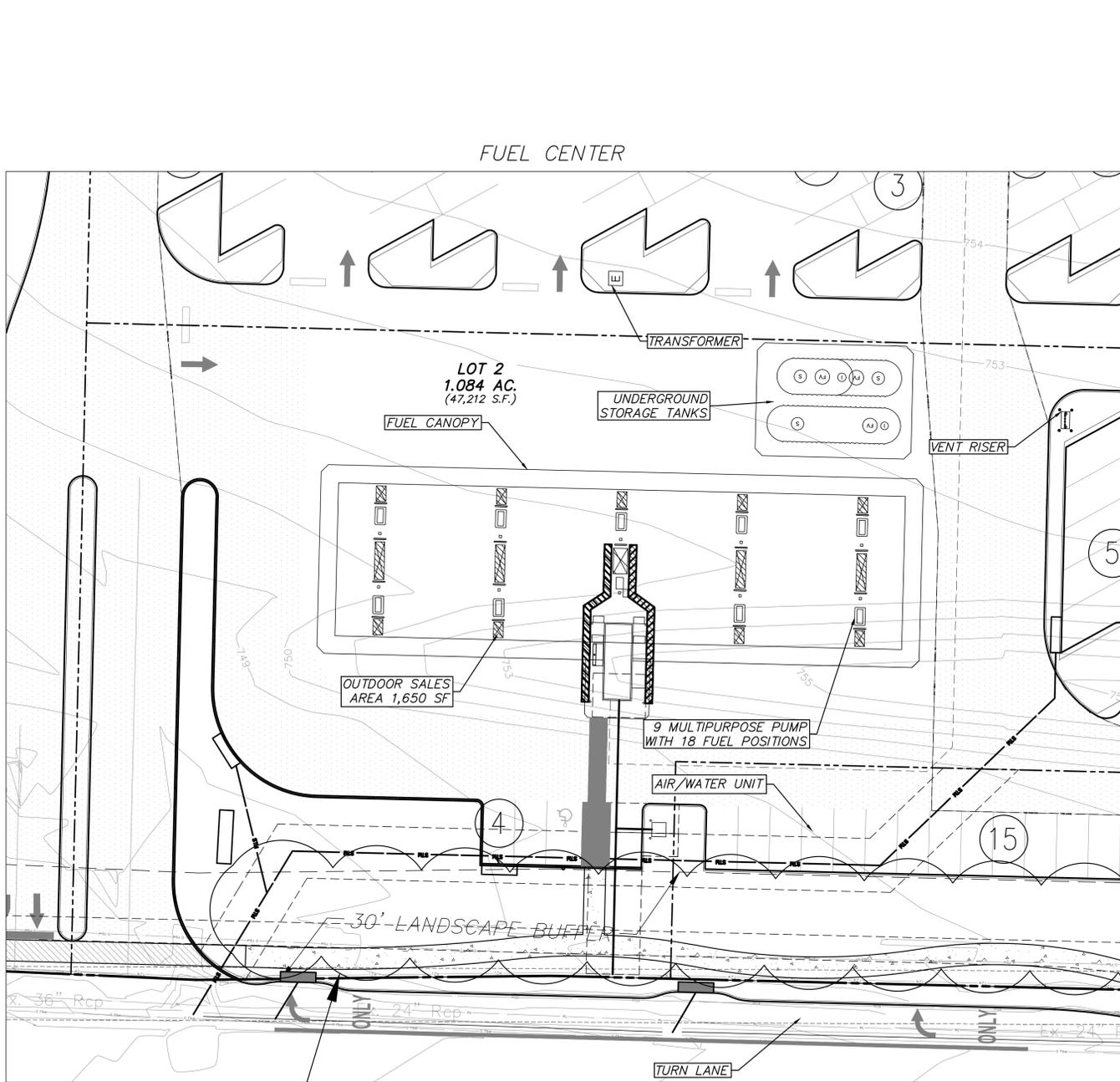
SITE PLAN

SHOPS AT PROSPER TRAIL
PROSPER, TEXAS

C-1.0

LOT NUMBER	ZONING	PROPOSED USE	LOT AREA (AC)	BUILDING AREA (SF)	BUILDING HEIGHT (FT)	LOT COVERAGE	FLOOR AREA RATIO	TOTAL PARKING REQUIRED (1:250)	TOTAL PARKING PROVIDED	HC PARKING REQUIRED	HC PARKING PROVIDED	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	OPEN SPACE RATIO REQUIRED	OPEN SPACE RATIO PROVIDED	INTERIOR LANDSCAPING REQUIRED (SF)	INTERIOR LANDSCAPING PROVIDED (SF)	SQUARE FOOTAGE OF IMPERVIOUS SURFACE (SF)
1	PD-RETAIL	GROCERY STORE	12.874	114,788	41'-8"	20.47%	0.21	460	544	11	14	39,255.40	46,642.74	7%	8%	8,160	15,520	482,152
2	PD-RETAIL	FUEL CENTER	1.084	180	40'-0"	0.38%	0.01	1	9	1	1	3,305.33	3,377.95	7%	7%	135	480	44,439
5	PD-RETAIL	RETAIL/OFFICE	4.097	45,000	40'-0"	25.21%	0.24	180	192	6	7	12,492.57	10,120.17	7%	6%	2,880	4,160	125,832
TOTAL	-	-	18.055	159,968	-	-	-	641	745	18	22	55,053.31	60,140.86	7%	8%	11,175	20,160	652,423

*PARKING COUNT INCLUDES HANDICAPPED PARKING



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SITE PLAN
SHOPS AT PROSPER TRAIL
PROSPER, TEXAS

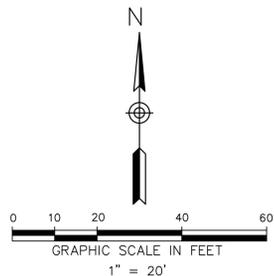
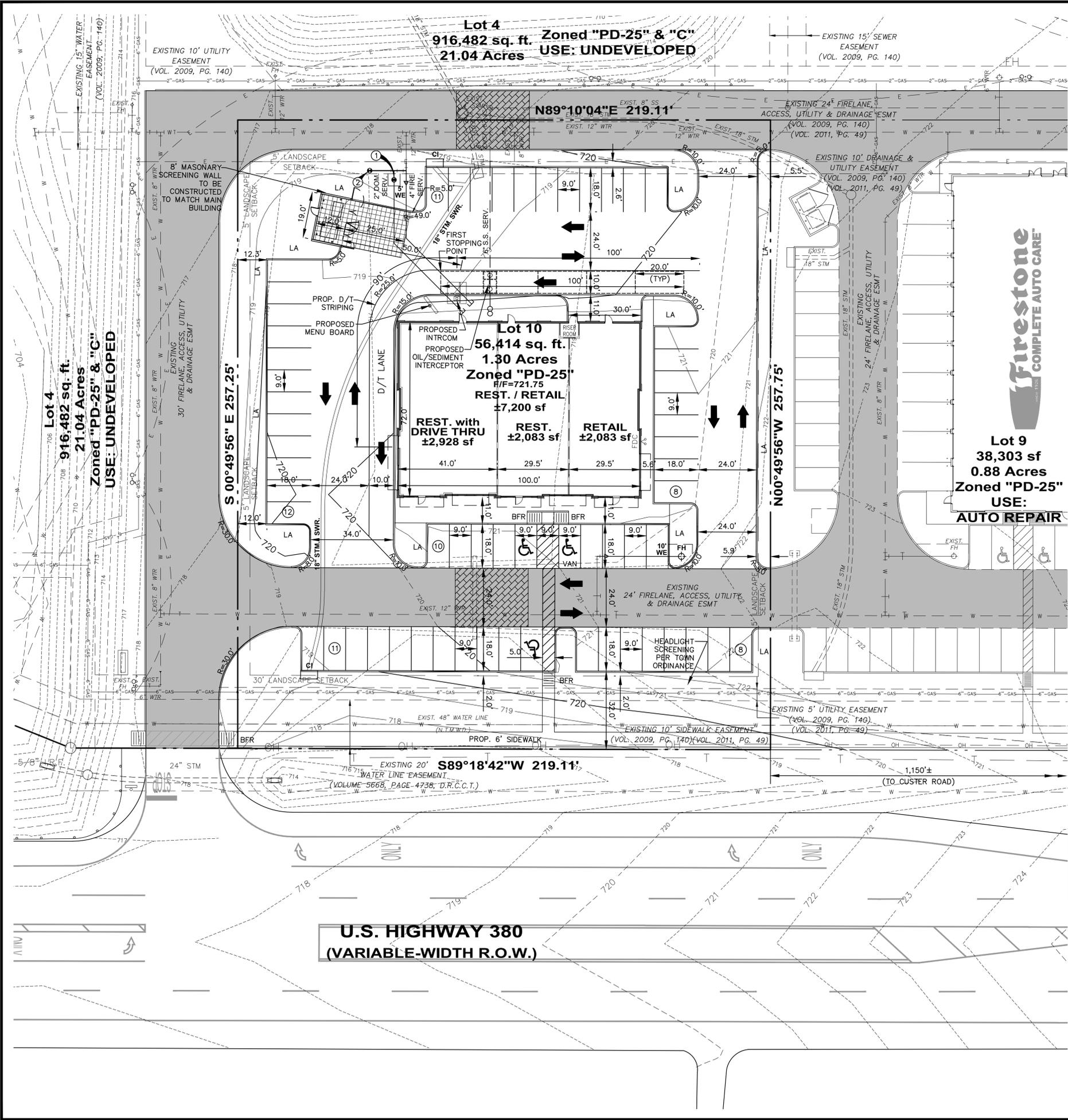
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Winkelmann & Associates, Inc.

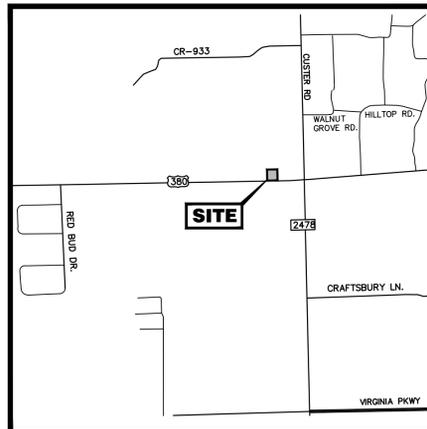
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PROSPER, TEXAS 75081
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Fax: 972-490-7099
www.winkelmann.com



LEGEND

	HEAVY DUTY CONCRETE PAVEMENT
	LIGHT DUTY CONCRETE PAVEMENT
	EXISTING FIRE LANE PAVEMENT
	NUMBER OF PARKING SPACES
	RADIUS
	BARRIER FREE RAMP
	CURB INLET
	FIRE HYDRANT
	WATER VALVE
	LANDSCAPE AREA
	EX. UNDERGROUND ELECTRIC
	EX. UNDERGROUND WATER



SITE PLAN NOTES

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH COMPREHENSIVE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH 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.
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- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- TxDOT APPROVAL REQUIRED FOR DRIVEWAYS AND OFFSITE ROADWAY IMPROVEMENTS.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.

SITE DATA SUMMARY

ZONING: "PD-25" PROPOSED USE: RETAIL / RESTAURANT			
LOT AREA:	56,414 s.f.	1.30 Ac.	
BUILDING GROSS AREA:	7,200 ± s.f.	STORIES:	26'-0"
LOT COVERAGE:	12.8 %		
FLOOR AREA RATIO:	0.13:1		
PARKING SPACES REQUIRED			
RATIO	REQUIRED	PROVIDED	
1 / 250 sf RETAIL (2,095 s.f.)	9		
1 / 100 sf RESTAURANT WITH DRIVE THRU (5,047 s.f.)	51		
TOTAL PARKING SPACES:	60	60	
HANDICAP PARKING:	3	3	
HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS			
LANDSCAPE AREA (15 SF PER PARKING SPACE):	REQUIRED	PROVIDED	
	900 s.f.	2,160 s.f.	
USEABLE OPEN SPACE (MIN. 7%)	REQUIRED	PROVIDED	
	3,943 s.f.	4,023 s.f.	
IMPERVIOUS AREA:		40,896 s.f.	

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	SAN. SEW.
①	DOMESTIC	2"	1	1 - 6"
②	IRRIGATION	1-1/2"	-	N/A

BENCHMARKS:

BM #1
SQUARE CUR FOUND ON TOP OF SOUTH END OF CONCRETE HEADWALL ON EAST SIDE OF CUSTER ROAD, LOCATED 60' SOUTH OF U.S. HWY. 380. ELEVATION=723.60

BM #2
SQUARE CUT SET ON NORTHWEST CORNER OF DROP INLET LOCATED 84' SOUTHWEST OF THE NORTHEAST CORNER OF THE SUBJECT PROPERTY. ELEVATION=722.44

SITE PLAN
PROSPER RETAIL
LOT 10, BLOCK A
1.30 ACRES
SITUATED IN THE
JEREMIAH HORN SURVEY, ABSTRACT NO. 411
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER / APPLICANT:
Rosebriar Prosper Plaza, L.P.
P.O. Box 541208
Dallas, Texas 75354
Tel. No. (214) 902-2287
Contact: William R. Hanks

CIVIL ENGINEER:
RKM & Associates, Inc.
1700 Alma Drive, Suite 227
Plano, Texas 75075
Tel. No. (469) 361-1416
Fax (972) 361-2485
Contact: Joshua A. Lincoln, P.E.

September 29, 2014

PROSPER RETAIL - LOT 10 - TOWN OF PROSPER, TEXAS - RKM PROJECT NO. 1048-005

PRELIMINARY
FOR REVIEW ONLY
Not for Construction
RKM & Associates, Inc.
Firm No. 9775
Engineer: JOSHUA A. LINCOLN
P.E. No. 114389 Date: 09/29/2014

PROSPER RETAIL LOT 10
TOWN OF PROSPER, TEXAS

SITE PLAN

Scale: 1" = 20'
Designed by: JAL
Drawn by: BBP
Checked by: RKM
Date: September 29, 2014
Project No. 1048-005

SHEET 3 OF 12

RKM & Associates, Inc.
Civil Engineers and Consultants
1700 Alma Drive, Suite 227
Plano, Texas 75075
phone (469) 361-1416
www.rkmcc.com

Plan No. 75075
Fax (469) 361-2485
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PARKS & RECREATION

To: Mayor and Town Council
From: Paul Naughton, RLA, Landscape Architect
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 14, 2014

Agenda Item:

Consider and act upon approving the purchase of lighting and installation services for the Frontier Park Southwest Corner and Batting Cage Lighting project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative.

Description of Agenda Item:

At the Town Council's January 29, 2014, Strategic Planning Session, staff was given direction to begin moving forward to pursue adding the additional lights at Frontier Park. The first project was the additional lighting for the soccer fields at Frontier Park east of the concession stands. Future lighting projects at Frontier Park include lighting the southern area for the soccer fields at the southeast corner of Frontier Park and lighting of the southwest corner of Frontier Park practice fields. During the construction project of the southwest corner practice fields, a change order to include conduit for the lights was issued to save costs to install them now instead of during the project which would require Musco to come and bore under the existing irrigation. During the September 23, 2014, Town Council meeting, the funding of the southwest corner and batting cage lighting was approved with the FY 2014-2015 Budget.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Prosper entered into an interlocal participation agreement in June 2005, providing the Town's participation in the Texas Local Government Purchasing Cooperative. Participation in the cooperative purchasing program allows our local government to purchase goods and services from the cooperative's online purchasing system, BuyBoard, while satisfying all competitive bidding requirements.

Budget Impact:

The total cost of the lighting and installation services is \$407,747. The total budget for the project is \$425,000, which includes a \$17,253 contingency. \$425,000 will be funded from the FY 2014-2015 General Fund that was approved at the September 23, 2014, Town Council meeting.

Attached Documents:

1. Musco Lighting BuyBoard Quote
2. Location Maps

Town Staff Recommendation:

Town staff recommends that the Town Council approve the purchase of lighting and installation services for the Frontier Park Southwest Corner and Batting Cage Lighting project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative.

Proposed Motion:

I move to approve the purchase of lighting and installation services for the Frontier Park Southwest Corner and Batting Cage Lighting project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative.



**Frontier Park Southwest Multipurpose Area and Batting Cage Lighting
Prosper, Texas
Buy Board Quote
Park and Rec. Field Lighting Contract #423-13 Expiration Date: 9/30/2016**

Equipment Description

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- 9 - Pre-cast concrete bases
- 4 – 80', 4 – 70' and 1 – 50' Galvanized steel poles
- UL Listed remote electrical component enclosure
- Pole length wire harness
- 76 - Factory-aimed and assembled luminaires
- Painting the poles, remote ballast enclosures, crossarms and fixtures dark bronze to match other Musco lighting equipment throughout the park.

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 footcandles for 25 years
- 1 group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors
- Player Activation for the batting cage lighting
- Installation of Musco equipment and electrical for a fully operational system
- Designs and Plans
- Bonding and insurance

Quote

Musco's Light Structure Green™ as described above

Southwest Area and Batting Cage Musco Equipment.....(\$27,246 per pole).....	\$245,214
Adder for powder-coat paint to match the existing equipment at the park.....	\$50,441
Installation.....	\$108,352
Bonding.....	\$3,740
Total.....	\$407,747

Pricing furnished is effective until December 31, 2014 and is considered confidential.

Payment Terms

To be determined.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

- **Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

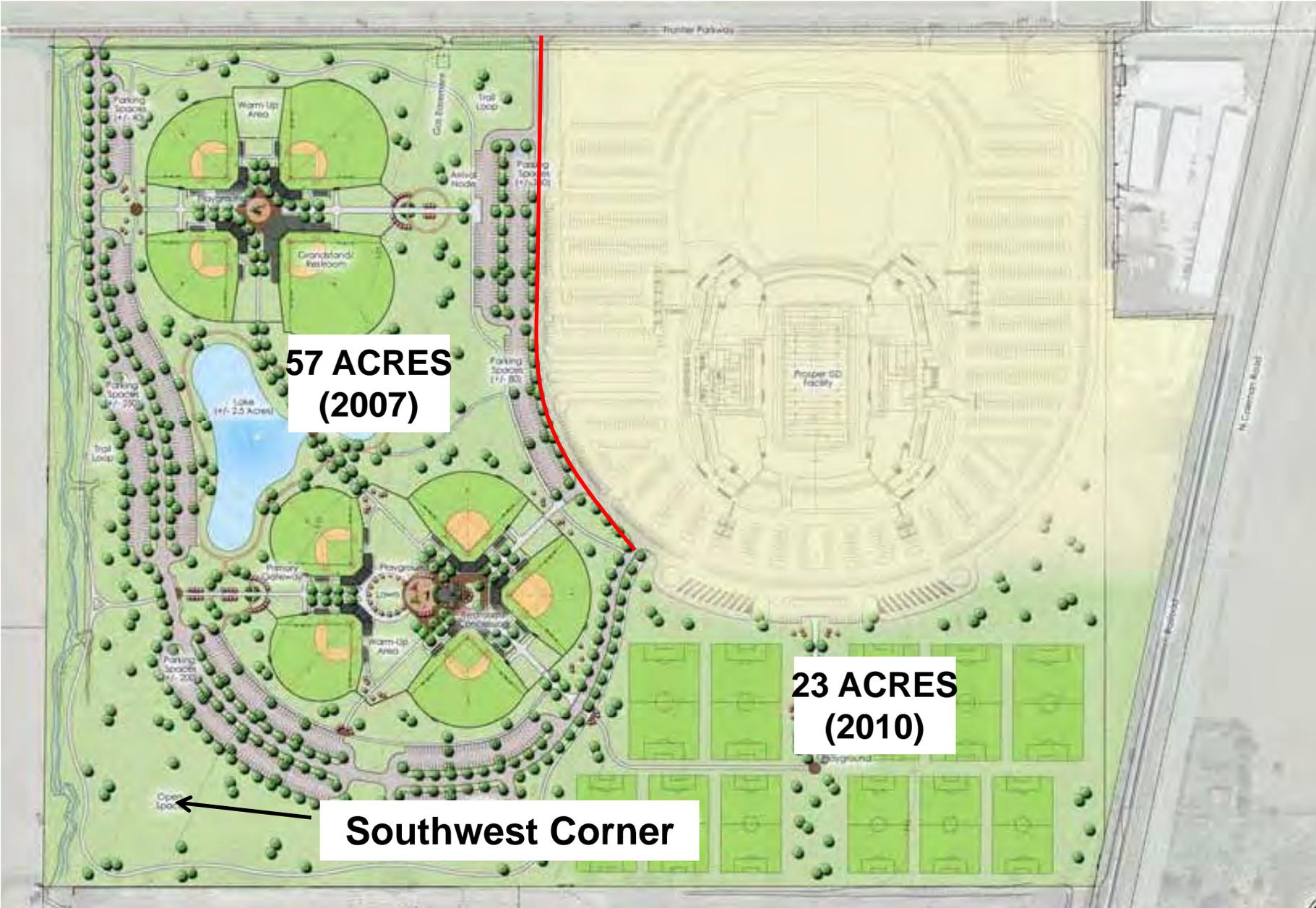
Notes

Quote is based on:

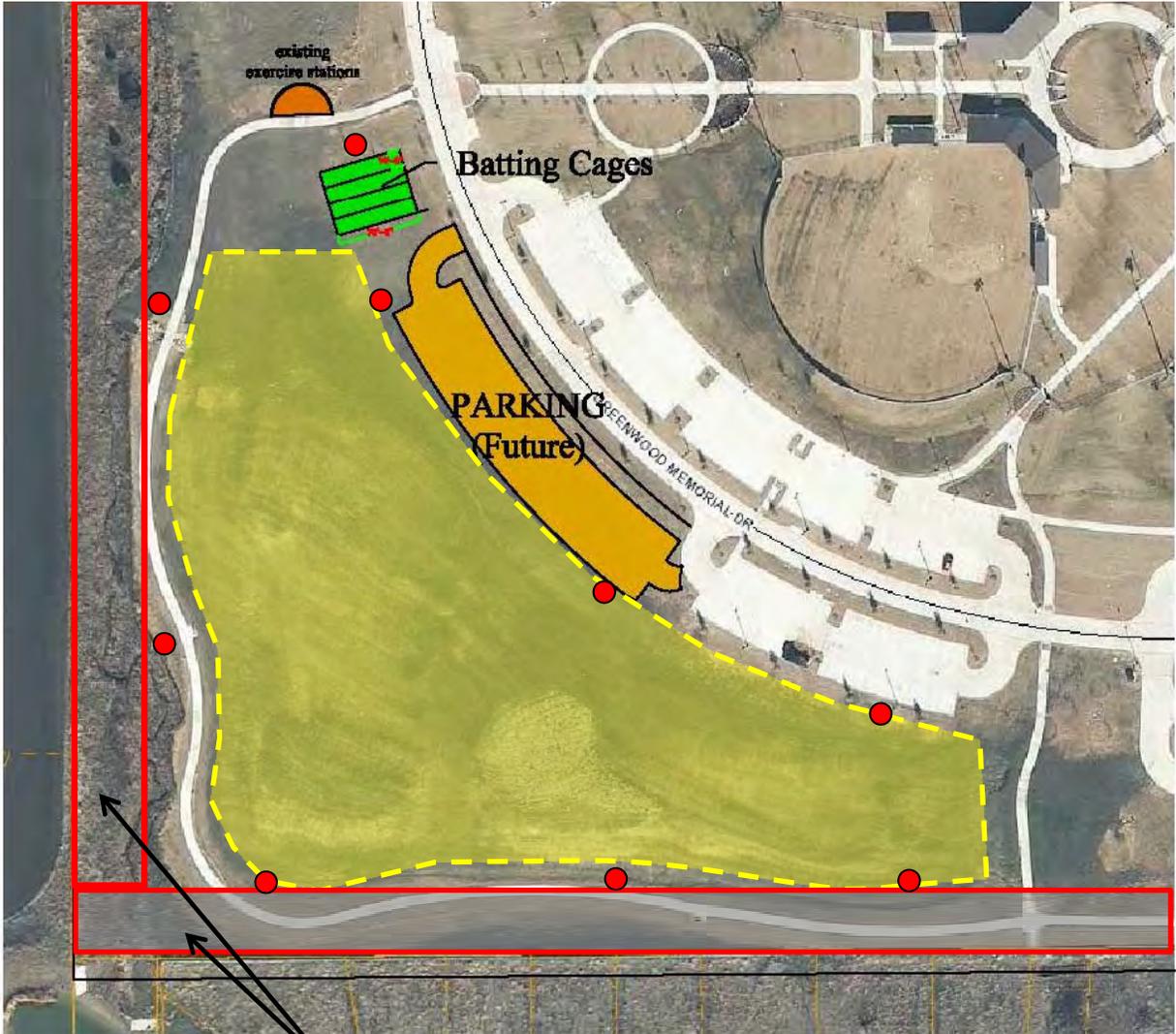
- Shipment of entire project together to one location
- Structural code and wind speed = 2009 IBC, 90 MPH
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Chris Johnson
Sales Representative
Musco Sports Lighting, LLC
3300 Madeleine
Cell: 214-733-2927
E-mail: chris.johnson@musco.com
Fax: 800-374-6402



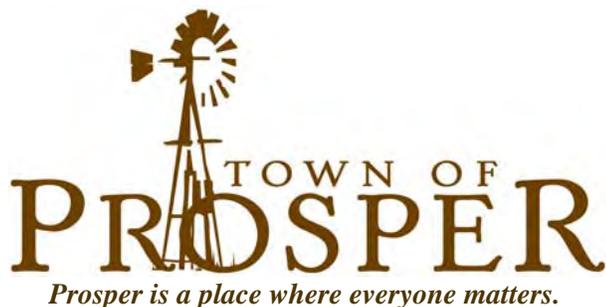
**Frontier Park
Master Plan**



● Light Pole 60' Buffer

▭ Lit Area

**Southwest corner
of Frontier Park**



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 14, 2014

Agenda Item:

Conduct a Public Hearing, and consider and act upon an ordinance amending Section 8, “Changes and Amendments to All Zoning Ordinances and Districts and Administrative Procedures,” of Chapter 1, “General Provisions, Administration and Procedures,” of the Zoning Ordinance, Ordinance No. 05-20, as amended, regarding procedures for denial recommendations by the Planning and Zoning Commission, written protest procedures and petitions in opposition to a zoning amendment, and officers of the Board of Adjustment, their appointment and duties; and repealing existing provisions related thereto. (Z14-0014).

Description of Agenda Item:

Town staff recommends the Town Council consider amendments to three sections of Chapter 1, Section 8 of the Zoning Ordinance, as follows:

1. Section 8.4, “Commission Consideration and Report,” Subsection B, “Proposal Recommended For Denial By The Commission”

The proposed changes to Section 8.4 are in regard to instances when the Planning & Zoning Commission recommends denial of a zoning change request. Currently, the Zoning Ordinance requires that when the Planning and Zoning Commission recommends denial, the request will not be forwarded to the Town Council until 1) the applicant files a written appeal to the Town Council or 2) the Commission, by a simple majority vote, sends the request to Council for review. The Zoning Ordinance further requires the affirmative vote of four (4) Councilmembers to overrule a recommendation for denial by the Commission.

Section 9.03 of the Town Charter, requires the affirmative vote of a majority of the Town Council present to overrule a denial recommendation of the Commission. The Charter does not require an appeal process. To eliminate any potential conflicts between the Charter and the Zoning Ordinance and to eliminate the burden on the applicant to file a written appeal, Staff recommends the Zoning Ordinance be amended to reflect the affirmative vote of a majority of the Town Council present to overrule a denial recommendation of the Commission and to remove the requirement for a written appeal or vote by the Commission to forward the case to the Council. Therefore, unless the applicant withdraws the application, the case will be automatically forwarded to the Council.

2. Section 8.5, “Town Council Consideration,” Subsection C, “Three-Fourths Vote”

The proposed changes to Section 8.5 are in regard to written protest procedures and petitions in opposition to a zoning amendment. Per State Law and the Zoning Ordinance, if the owners of twenty percent (20%) or more of the land area within two-hundred feet (200') of a proposed zoning change request file opposition to the request, an affirmative vote of three-fourths (3/4) of all members of the Town Council is required for approval.

Town staff is proposing to retain these requirements; however, supplemental provisions to these requirements are proposed in order to provide clarification and parameters regarding the processes and procedures for how and when the opposition to zoning change requests must be filed and/or withdrawn. The proposed ordinance requires opposition to be filed with the Planning Department before 5:00 p.m. on the fourth (4th) working day preceding the advertised Town Council public hearing date. Additionally, once opposition has been filed, such opposition may be withdrawn no later than the close of the public hearing. The proposed amendment will prevent last minute filing of opposition and the uncertainty that is created when tabulating the percentages from eligible property owners, resulting in a three-fourths (3/4) vote.

3. Section 8.6, “Board Of Adjustment,” Subsection B, “Officers”

The proposed changes to Section 8.6 are in regard to officers of the Board of Adjustment, their appointment and their duties. It has been determined that the role of the Secretary can effectively be accomplished by the Chair and/or Vice-Chair; therefore, Town staff recommends the removal of the Secretary position as an officer of the Board. Additionally, in order to be more consistent with other Town Boards and Commissions, and to create a more efficient appointment process for a Chair and Vice-Chair of the Board, Town staff recommends that the Chair and Vice-Chair be selected by a majority vote of the Board, as opposed to appointment of the Chair and Vice-Chair by the Town Council.

Legal Obligations and Review:

Town staff has notified the public hearing as required by state law. Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the amendments to the Zoning Ordinance as to form and legality.

Attached Documents:

1. The proposed ordinance
2. Redlines to Chapter 1, Section 8 of the Zoning Ordinance

Planning & Zoning Commission Recommendation:

At their September 2, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve an ordinance amending Section 8, “Changes and Amendments to All Zoning Ordinances and Districts and Administrative Procedures,” of Chapter 1, “General Provisions, Administration and Procedures,” of the Zoning Ordinance, Ordinance No. 05-20, as amended, regarding procedures for denial recommendations by the Planning and Zoning Commission, written protest procedures and petitions in opposition to a zoning amendment, and officers of the Board of Adjustment, their appointment and duties; and repealing existing provisions related thereto. The Commission’s recommendation contained the following amendment in regard to filling written opposition

1. Revise the language in Section 8.5.C to read; “The protest must be filed with the Planning Department before 5:00 p.m. of the third (3rd) working day immediately preceding the date

advertised for the Town Council public hearing in the statutory notice published in the official newspaper of the Town". The Commission wanted to provide an extra day for property owners to file opposition.

The proposed ordinance, as drafted by the Town Attorney, contains the original recommendation for filing opposition before 5:00 p.m. on the fourth (4th) working day preceding the Town Council Public Hearing. The rationale for maintaining the original recommendation is to ensure staff has adequate time to verify whether or not the opposition meets the requirements of State Law. Since we rely on our contract with the City of Frisco's GIS Department to verify if the "20% opposition" has been met, it requires some time to receive this verification. In addition, without receiving the request at least four (4) business days in advance of the Town Council Public Hearing, it is difficult to place the most up-to-date information in the Council's packet.

Town Staff Recommendation:

Town staff recommends the Town Council approve an ordinance amending Section 8, "Changes and Amendments to All Zoning Ordinances and Districts and Administrative Procedures," of Chapter 1, "General Provisions, Administration and Procedures," of the Zoning Ordinance, Ordinance No. 05-20, as amended, regarding procedures for denial recommendations by the Planning and Zoning Commission, written protest procedures and petitions in opposition to a zoning amendment, and officers of the Board of Adjustment, their appointment and duties; and repealing existing provisions related thereto.

Proposed Motion:

I move to approve an ordinance amending Section 8, "Changes and Amendments to All Zoning Ordinances and Districts and Administrative Procedures," of Chapter 1, "General Provisions, Administration and Procedures," of the Zoning Ordinance, Ordinance No. 05-20, as amended, regarding procedures for denial recommendations by the Planning and Zoning Commission, written protest procedures and petitions in opposition to a zoning amendment, and officers of the Board of Adjustment, their appointment and duties; and repealing existing provisions related thereto.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING PART B, "PROPOSAL RECOMMENDED FOR DENIAL BY THE COMMISSION," OF SUBSECTION 8.4, "COMMISSION CONSIDERATION AND REPORT," OF SECTION 8, "CHANGES AND AMENDMENTS TO ALL ZONING ORDINANCES AND DISTRICTS AND ADMINISTRATIVE PROCEDURES," OF CHAPTER 1, "GENERAL PROVISIONS, ADMINISTRATION AND PROCEDURES," OF THE ZONING ORDINANCE, ORDINANCE NO. 05-20, AS AMENDED, AND REPLACING IT WITH A NEW PART B, "PROPOSAL RECOMMENDED FOR DENIAL BY THE COMMISSION" REGARDING PROCEDURES FOR DENIAL RECOMMENDATIONS BY THE PLANNING & ZONING COMMISSION; REPEALING EXISTING PART C, "THREE-FOURTHS VOTE," OF SUBSECTION 8.5, "TOWN COUNCIL CONSIDERATION," OF SECTION 8, "CHANGES AND AMENDMENTS TO ALL ZONING ORDINANCES AND DISTRICTS AND ADMINISTRATIVE PROCEDURES," OF CHAPTER 1, "GENERAL PROVISIONS, ADMINISTRATION AND PROCEDURES," OF THE ZONING ORDINANCE, ORDINANCE NO. 05-20, AS AMENDED, AND REPLACING IT WITH A NEW PART C, "THREE-FOURTHS VOTE" REGARDING WRITTEN PROTEST PROCEDURES AND PETITIONS IN OPPOSITION TO A ZONING AMENDMENT; REPEALING EXISTING PART B, "OFFICERS," OF SUBSECTION 8.6, "BOARD OF ADJUSTMENT," OF SECTION 8, "CHANGES AND AMENDMENTS TO ALL ZONING ORDINANCES AND DISTRICTS AND ADMINISTRATIVE PROCEDURES," OF CHAPTER 1, "GENERAL PROVISIONS, ADMINISTRATION AND PROCEDURES," OF THE ZONING ORDINANCE, ORDINANCE NO. 05-20, AS AMENDED, AND REPLACING IT WITH A NEW PART C, "OFFICERS," REGARDING OFFICERS OF THE BOARD OF ADJUSTMENT, THEIR APPOINTMENT AND THEIR DUTIES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Prosper, Texas, has recommended amending the Town's Zoning Ordinance to add provisions regarding procedures for denial recommendations by the Planning & Zoning Commission, written protest procedures and petitions in opposition to a zoning amendment, and officers of the Board of Appeals and their duties; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to amend the Town's Zoning Ordinance as set forth herein.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2

From and after the effective date of this Ordinance, existing Part B, "Proposal Recommended for Denial by the Commission," of Subsection 8.4, "Commission Consideration and Report," of Section 8, "Changes and Amendments to All Zoning Ordinances and Districts and Administrative Procedures," of Chapter 1, "General Provisions, Administration and Procedures," of the Zoning Ordinance, Ordinance No. 05-20, as amended, is hereby repealed in its entirety and replaced with a new Part B, "Proposal Recommended for Denial by the Commission," to read as follows:

"B. Proposal Recommended for Denial by the Commission: The affirmative vote of a majority of the Town Council present is required to overrule a recommendation of the Commission that a proposed zoning amendment, supplement, or change be denied, in accordance with the Town Charter, as it currently exists or may be amended."

SECTION 3

From and after the effective date of this Ordinance, existing Part C, "Three-Fourths Vote," of Subsection 8.5, "Town Council Consideration," of Section 8, "Changes and Amendments to All Zoning Ordinances and Districts and Administrative Procedures," of Chapter 1, "General Provisions, Administration and Procedures," of the Zoning Ordinance, Ordinance No. 05-20, as amended, is hereby repealed in its entirety and replace with a new Part C, "Three-Fourths Vote," to read as follows:

"C. Three-Fourths Vote: If a written protest against a proposed amendment, supplement or change to a zoning regulation or boundary has been filed with the Planning Department, duly signed and acknowledged by the owners of twenty percent (20%) or more, either of the area of the lots or land included in such a proposed change to a zoning regulation or boundary or the area of the lots, or land, immediately adjoining the area thereof extending two hundred (200) feet therefrom or of those directly opposite thereto extending two hundred (200) feet from the street frontage of such opposite lots, such amendments shall not become effective except by the affirmative vote of three-fourths (3/4) of all members of the Town Council. Written protests shall be subject to the following requirements:

- 1, All protests must be submitted to the Planning Department in writing. Such written protest(s) shall include the zoning case number, the name of the protesting property owner, the address(es) or property description(s) of the property for which the property owner is asserting a protest, the reasons for the property owner's protest such as the zoning classifications or uses to which the property owner is opposed, and the signature of the protesting property owner(s).

2. The protest must be filed with the Planning Department before 5:00 p.m. of the fourth (4th) working day immediately preceding the date advertised for the Town Council public hearing in the statutory notice published in the official newspaper of the Town. For example, a written protest must be received by 5:00 p.m., on the Wednesday prior to a regularly scheduled Tuesday Town Council meeting. A protest sent through the mail must be received by the Planning Department before the deadline.
3. In all cases where a protest has been properly signed pursuant to this section, the Town shall presume that the signatures appearing on the protest are authentic and that the persons whose signatures appear on the protest are either owners of the property or authorized to sign on behalf of one or more owners as represented. Upon the advice of the Town Attorney, this presumption shall not be followed in a specific case based on evidence presented.
4. A person may by written request withdraw his or her signature from the protest at any time prior to the close of the public hearing for the zoning case. If the withdrawal of an owner's signature from a protest reduces the percentage of land area ownership protesting the zoning change to less than twenty percent (20%) of the total area of land, a three-fourths (3/4) vote of the Town Council for approval of the zoning change shall not be required.
5. In the event that multiple protests and withdrawals are filed on behalf of the same owner, the instrument with the latest date and time of execution controls.
6. At any time before Town Council action on a zoning case, the filing deadline for a protest is automatically extended whenever the zoning case is postponed or continued to a later date."

SECTION 4

From and after the effective date of this Ordinance, Part B, "Officers," of Subsection 8.6, "Board of Adjustment," of Section 8, "Changes and Amendments to All Zoning Ordinances and Districts and Administrative Procedures," of Chapter 1, "General Provisions, Administration and Procedures," of the Zoning Ordinance, Ordinance No. 05-20, as amended, is hereby repealed in its entirety and replaced with a new Part B, "Officers," to read as follows:

"B. Officers

1. The Board shall have a Chair and Vice-Chair whose terms shall be one (1) year. At the first scheduled meeting of the Board in October of each year, or as soon as practicable, the first item of business shall be the selection of the Board's Chair and Vice-Chair. The Chair and Vice-Chair shall be appointed by a majority vote of the Board.

2. The Chairperson shall preside over meetings and shall be entitled to vote upon each issue.
3. The Vice-Chair shall assist the Chair in directing the affairs of the Board. In the absence of the Chair, the Vice-Chair shall assume all duties of the Chair.”

SECTION 5

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. The Town 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 6

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

SECTION 7

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS ____ DAY OF _____, 2014.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

CHAPTER 1 – GENERAL PROVISIONS, ADMINISTRATION, AND PROCEDURES
SECTION 8 – CHANGES AND AMENDMENTS TO ALL ZONING ORDINANCES
AND DISTRICTS AND ADMINISTRATIVE PROCEDURES

SECTION 8
CHANGES AND AMENDMENTS TO ALL ZONING ORDINANCES AND DISTRICTS AND ADMINISTRATIVE
PROCEDURES

8.1 **AUTHORITY TO AMEND ORDINANCE:**

- A. The Town Council may from time to time, after public hearings required by law, amend, supplement, or change the regulations herein provided or the boundaries of the zoning districts specified on the Zoning Map. Any Zoning Ordinance regulations may be ordered for consideration by the Planning & Zoning Commission or Town Council. Any Zoning District boundary amendment may be ordered for consideration by the:
 - 1. Town Council;
 - 2. Planning & Zoning Commission; or
 - 3. The owner of the real property (or the authorized representative of an owner of real property)
- B. In no case shall the Town Council act upon any zoning request prior to recommendation by the Planning & Zoning Commission.
- C. Each applicant for zoning or for an amendment or change to the existing provisions of this Zoning Ordinance shall submit a zoning application (available from the Planning Department) to the Planning Department on or before a scheduled submission date and shall be accompanied by payment of the appropriate fee as established by the Town. All applications received on a date other than an official submittal date shall be dated received on the next official submittal date. Applications must be complete for acceptance.
- D. Consideration for a change in any district boundary line or special zoning regulation may be initiated only with written consent of the property owner, by the Planning & Zoning Commission, or by the Town Council on its own motion when it finds that public benefit will be derived from consideration of such matter. In the event the ownership stated on an application and that shown on the Town records are different, the applicant shall submit written proof of ownership acceptable to the Town.
- E. Zoning Application Details: To ensure the submission of adequate information, the Planning staff is hereby empowered to maintain and distribute a list of specific requirements for zoning applications. Upon periodic review, the Planning staff shall have the authority to update such requirements for zoning application details.

8.2 **PUBLIC HEARING AND NOTICE:**

- A. **Zoning Changes:** Prior to making its report to the Town Council, the Planning & Zoning Commission shall hold at least one public hearing on each application. Prior to the tenth (10th) day before the hearing date before the Planning & Zoning Commission, written notice of each public hearing before the Planning & Zoning Commission on a proposed change in a zoning classification shall be sent to each owner, as indicated by the most recently approved Municipal Tax Roll, of property within two hundred (200) feet of the property in which the change in classification is proposed. The notice may be served by its deposit in the municipality, properly addressed with postage paid, in the United States mail. Notice of Town Council hearing shall be given by publication in the official newspaper of the Town, stating the time and place of such hearing, a minimum of fifteen (15) days prior to the date of the public hearing.
- B. **Text Amendments:** Notice of hearings on proposed changes in the text of the Zoning Ordinance shall be accomplished by one publication not less than fifteen (15) days prior to both the Planning & Zoning Commission and Town Council meetings thereto in the official newspaper of the Town. Changes in Ordinance text that do not change zoning district boundaries do not require written notification to individual property owners.

CHAPTER 1 – GENERAL PROVISIONS, ADMINISTRATION, AND PROCEDURES
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8.3 **FAILURE TO APPEAR:**

The Planning & Zoning Commission and/or Town Council may deny a zoning application if the applicant or representative fails to appear at one (1) or more hearings before the Planning & Zoning Commission and/or Town Council.

8.4 **COMMISSION CONSIDERATION AND REPORT:**

A. The Planning & Zoning Commission, after the public hearing is closed, may vote to approve, approve with amendments and conditions, table, or deny in whole or in part the application. The Planning & Zoning Commission may table for not more than ninety (90) days from the time it is posted on the agenda until it has had opportunity to consider other proposed changes which may have a direct bearing thereon. Should the applicant wish to submit a request to table prior to the public hearing, the request shall be submitted in writing to the Planning Department a minimum of seven (7) days prior to the meeting. In making their determination, the Planning & Zoning Commission shall consider, among other things, the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the Town as a whole.
2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.
3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the Town, and any special circumstances that may make a substantial part of such vacant land unavailable for development.
4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.
5. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also.
6. Any other factors which will substantially affect the health, safety, morals, or general welfare.

If the Planning & Zoning Commission denies the zoning request, it may offer reasons to the applicant for the denial.

~~B. **Proposal Recommended for Denial by the Commission (Z07-10):** When the Planning & Zoning Commission determines that a proposal should be denied, it shall so report and recommend to the Town Council and Planning staff shall notify the applicant. If the proposal is denied by the Commission, the request shall not be forwarded to the Town Council unless the applicant requests an appeal to the Town Council or the request is sent for review by the Commission by simple majority vote. Upon denial of a request by the Planning & Zoning Commission, the applicant may, upon his own motion within fourteen (14) calendar days of the date the Planning & Zoning Commission denied the request, file with the Planning Department a written request that a public hearing be scheduled and held before the Town Council regarding the application. The applicant shall be responsible for the costs of re notification, including postage. When a proposed zoning request is heard by the Town Council that has been denied by the Planning & Zoning Commission, four votes of the Town Council is required to overrule a recommendation of the Commission that a proposed zoning amendment, supplement, or change be denied.~~

B. **Proposal Recommended for Denial by the Commission:** The affirmative vote of a majority of the Town Council present is required to overrule a recommendation of the Commission that a proposed zoning amendment, supplement, or change be denied, in accordance with the Town Charter, as it currently exists or may be amended.

CHAPTER 1 – GENERAL PROVISIONS, ADMINISTRATION, AND PROCEDURES
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8.5 TOWN COUNCIL CONSIDERATION:

- A. **Proposal Recommended for Approval by the Commission:** Every proposal which is recommended favorable by the Planning & Zoning Commission shall be automatically forwarded to the Town Council for setting and holding of public hearing thereon. No change, however, shall become effective until after the adoption of an ordinance for same and its publication as required by law.
- B. **Town Council Consideration and Action:** Town Council, after the public hearing is closed, may vote to approve, approve with amendments and conditions, table, or deny in whole or in part the application. Should the applicant wish to submit a request to table, the request shall be submitted in writing to the Planning Department a minimum of seven (7) days prior to the meeting.

~~C. **Three Fourths Vote:** If a protest against a proposed amendment, supplement or change to a zoning regulation or boundary has been filed with the Planning Department, duly signed and acknowledged by the owners of twenty (20) percent or more, either of the area of the lots or land included in such a proposed change to a zoning regulation or boundary or the area of the lots, or land, immediately adjoining the area thereof extending two hundred (200) feet therefrom or of those directly opposite thereto extending two hundred (200) feet from the street frontage of such opposite lots, such amendments shall not become effective except by the affirmative vote of three fourths (3/4) of all members of the Town Council.~~

C. Three-Fourths Vote: If a written protest against a proposed amendment, supplement or change to a zoning regulation or boundary has been filed with the Planning Department, duly signed and acknowledged by the owners of twenty percent (20%) or more, either of the area of the lots or land included in such a proposed change to a zoning regulation or boundary or the area of the lots, or land, immediately adjoining the area thereof extending two hundred (200) feet therefrom or of those directly opposite thereto extending two hundred (200) feet from the street frontage of such opposite lots, such amendments shall not become effective except by the affirmative vote of three-fourths (3/4) of all members of the Town Council. Written protests shall be subject to the following requirements:

1. All protests must be submitted to the Planning Department in writing. Such written protest(s) shall include the zoning case number, the name of the protesting property owner, the address(es) or property description(s) of the property for which the property owner is asserting a protest, the reasons for the property owner's protest such as the zoning classifications or uses to which the property owner is opposed, and the signature of the protesting property owner(s).

2. The protest must be filed with the Planning Department before 5:00 p.m. of the fourth (4th) working day immediately preceding the date advertised for the Town Council public hearing in the statutory notice published in the official newspaper of the Town. For example, a written protest must be received by 5:00 p.m., on the Wednesday prior to a regularly scheduled Tuesday Town Council meeting. A protest sent through the mail must be received by the Planning Department before the deadline.

3. In all cases where a protest has been properly signed pursuant to this section, the Town shall presume that the signatures appearing on the protest are authentic and that the persons whose signatures appear on the protest are either owners of the property or authorized to sign on behalf of one or more owners as represented. Upon the advice of the Town Attorney, this presumption shall not be followed in a specific case based on evidence presented.

4. A person may by written request withdraw his or her signature from the protest at any time prior to the close of the public hearing for the zoning case. If the withdrawal of an owner's signature from a protest reduces the percentage of land area ownership protesting the zoning change to less than twenty percent (20%) of the total area of land, a three-fourths (3/4) vote of the Town Council for approval of the zoning change shall not be required.

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CHAPTER 1 – GENERAL PROVISIONS, ADMINISTRATION, AND PROCEDURES
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5. In the event that multiple protests and withdrawals are filed on behalf of the same owner, the instrument with the latest date and time of execution controls.

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6. At any time before Town Council action on a zoning case, the filing deadline for a protest is automatically extended whenever the zoning case is postponed or continued to a later date.

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- D. **Denial by Town Council:** The Town Council may deny any request with prejudice. If a request has been denied with prejudice, the same or similar request may not be resubmitted to the Town for six (6) months from the original date of denial.
- E. **Final Approval and Ordinance Adoption:** Approval of any zoning change, amendment, or supplement by the Town Council at the scheduled public hearing shall constitute instruction to Town staff to prepare the appropriate ordinance for final formal passage at a subsequent time. If finally approved by the required number of votes, the ordinance shall be executed by the Mayor.

8.6 BOARD OF ADJUSTMENT:

A. Establishment of the Board of Adjustment

1. There is hereby created the Prosper Board of Adjustment (the "Board") and the Board may, in appropriate cases and subject to appropriate conditions and safeguards, make special exceptions to the terms of the Zoning Ordinance that are consistent with the general purposes and intent of said Ordinance and in accordance with any applicable rules contained in this Ordinance or in rules and regulations adopted by the Board and approved by the Town Council. All rules and regulations adopted by the Board shall be reviewed and approved by the Town Council. The rules and regulations shall be consistent with and not in conflict with this Ordinance or other rules and regulations prescribed by the Town Council. The Board shall function according to the laws of the State of Texas and, when applicable, the provisions of this Ordinance.
2. The Board shall consist of five (5) members, to be appointed by the Town Council for a term of two (2) years; provided, however, that of the first five (5) appointments made under this Ordinance, three (3) shall be appointed to serve a two (2) year term and two (2) shall be appointed to serve a one (1) year term; and, thereafter, three (3) shall be appointed during odd-numbered years and two (2) shall be appointed during even-numbered years, for said two (2) year term. No Board Member shall serve for more than three (3) consecutive terms or six (6) consecutive years (whichever is less).
3. When vacancies occur on the Board, the Town Council shall appoint, by majority vote, a replacement to serve the remainder of that term.
4. Each Board Member may be removed by the Town Council for cause on a written charge after a public hearing. By way of example, any Board Member who is absent from three (3) consecutive regular meetings without explanation acceptable to a majority of the other Board Members is good cause for removal.
5. Each Board Member shall serve without compensation, but may be reimbursed for actual expenses approved in advance by the Town Council.
6. The Board shall keep and maintain minutes of any and all proceedings held and shall submit a written report of such proceedings to the Town Council not more than three (3) weeks following each such meeting.
7. Each case before the Board must be heard by at least four (4) members.
8. The Board shall have two (2) alternate Board Members appointed by the Town Council to serve in the absence of one (1) or more regular Board Members when requested to do so by the Mayor or Town Administrator. Each alternate Board Member serves for the same period as a regular Board Member

CHAPTER 1 – GENERAL PROVISIONS, ADMINISTRATION, AND PROCEDURES
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and is subject to removal in the same manner as a regular Board Member. A vacancy among the alternate Board Members is filled in the same manner as a vacancy among the regular Board Members. An alternate Board member serves upon the same terms and conditions as a regular Board Member.

B. Officers

1. ~~The Board shall have a Chair, Vice-Chair and Secretary whose terms shall be one (1) year. The Chair and Vice-Chair shall be appointed by the Town Council. The Secretary shall be elected by the members of the Board.~~
1. The Board shall have a Chair and Vice-Chair whose terms shall be one (1) year. At the first scheduled meeting of the Board in October of each year, or as soon as practicable, the first item of business shall be the selection of the Board's Chair and Vice-Chair. The Chair and Vice-Chair shall be appointed by a majority vote of the Board.
2. The Chairperson shall preside over meetings and shall be entitled to vote upon each issue.
3. The Vice-Chair shall assist the Chair in directing the affairs of the Board. In the absence of the Chair, the Vice-Chair shall assume all duties of the Chair.
4. ~~The Secretary shall keep the Minutes of all meetings, and in the Secretary's absence, the Chair shall designate another member to act as Secretary. The Secretary may accept the assistance of Town personnel in taking and transcribing minutes.~~

C. By-laws

The Board shall have the power to develop and revise by-laws for its own governance, which shall be subject to approval by the Town Council. The by-laws shall include provisions for:

1. establishment of meeting dates; and
2. establishment of an appointment to certain committees made up of Board Members and other lay persons to assist the Board in the conduct of its responsibilities; and
3. Board members' attendance requirements, not inconsistent with this Ordinance.

D. Duties and Responsibilities

1. The Board may:
 - a. hear and decide an appeal that alleges error in an order, requirement, decision or determination made by an administrative official in the enforcement of this Ordinance or Section 211.007, Texas Local Government Code ("the Code"), as it exists or may be amended.

In exercising the Board's authority herein, the Board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the Board has the same authority as the administrative official; and
 - b. hear and decide special exceptions to the terms of the Zoning Ordinance when the Ordinance requires the Board to do so; and
 - c. permit the reconstruction, extension or enlargement of a building occupied by non-conforming uses, on the lot or tract occupied by such building, provided such reconstruction, extension or enlargement does not prevent the return of such property to a conforming use; and
 - d. authorize, in specific cases, a variance of height, yard, area, exterior structure, lot coverage, off-street parking and loading requirements from the terms of the Zoning Ordinance, if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the Ordinance would result in unnecessary hardship, and so that the spirit of the Ordinance is

CHAPTER 1 – GENERAL PROVISIONS, ADMINISTRATION, AND PROCEDURES
SECTION 8 – CHANGES AND AMENDMENTS TO ALL ZONING ORDINANCES
AND DISTRICTS AND ADMINISTRATIVE PROCEDURES

observed and substantial justice is done. A variance shall not be granted to relieve a self-created or personal hardship, nor shall it be based solely on economic gain or loss, nor shall it permit any person a privilege in developing a parcel of land not permitted by Ordinance to other parcels of land in the Town or the district. No variance may be granted if it results in an unnecessary hardship, as herein defined, on another parcel of land.

In order to make a finding of hardship and to grant a variance, the Board of Adjustment must determine that:

- i. the requested variance does not violate the intent of the Zoning Ordinance or its amendments; and
- ii. special conditions of restricted area, shape, topography, or physical features exist that are peculiar to the subject parcel of land and are not applicable to other parcels of land in the same zoning district; and
- iii. the hardship is in no way the result of the applicant's own actions; and
- iv. the interpretation of the provisions in the Zoning Ordinance or its amendments would deprive the applicant of rights commonly enjoyed by other properties, in the same zoning district, that comply with the same provisions.

No variance may authorize a use other than those uses permitted in the zoning district for which the variance is sought. Also, an application or request for a variance shall not be heard or granted with regard to any parcel of property or portion thereof upon which a Preliminary Site Plan, Site Plan, Preliminary Plat or Final Plat, when required by the Zoning Ordinance, and any amendments thereto, or the Subdivision Ordinance, and any amendments thereto, for any parcel of property or portion thereof, has not been finally acted upon by both the Planning & Zoning Commission and, where required, by the Town Council. The administrative procedures and requirements of the Zoning Ordinance, and any amendments thereto, and the Subdivision Ordinance, and any amendments thereto, with regard to both the Planning & Zoning Commission and Town Council consideration and action, on Preliminary Site Plans, Site Plans, Preliminary Plats, and Final Plats, must be exhausted prior to requesting a variance.

2. The concurring vote of four (4) members of the Board is necessary to:
 - a. Reverse an order, requirement, decision, or determination of an administrative official;
 - b. Decide in favor of an applicant on a matter on which the Board is required to pass under the Zoning Ordinance; or
 - c. Authorize a variation from the terms of the Zoning Ordinance.

E. Appeal of Board Decision's

Any person or persons, jointly or severally, aggrieved by any decision of the Board, or any taxpayer, or any officer, department or board of the municipality, may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within ten (10) days after the filing of the decision in the Office of the Board and not thereafter. The date of filing of the decision in the Office of the Board shall be the date the Board announces its decision either orally or in writing to the applicant.

F. Power to Obligate and Finance

The Board shall have no power to obligate the Town in any manner whatsoever. The Board's finances shall be handled in the same manner as any division of the Town Government.



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 14, 2014

Agenda Item:

Conduct an annual review of the Town's Comprehensive Plan with respect to current conditions and trends.

Description of Agenda Item:

The Comprehensive Plan recommends, at one-year intervals, a periodic review of the Plan with respect to current conditions and trends. Such on-going, scheduled evaluations provide a basis for adjusting capital expenditures and priorities, and will reveal changes and additions that should be made to the Plan in order to keep it current and applicable long-term.

During last year's evaluation of the Plan, the Town Council and staff used the implementation goals and objectives set forth in the Plan to complete an implementation plan priority list. The list contains 19 actions items and prioritized the top five (5) implementation tasks. On September 23, 2014, the Council received a briefing and provided direction to staff regarding the re-prioritization of the tasks

This year, the Town retained the services of Masterplan to provide a professional review of the Plan and propose a series of recommendations. Masterplan's review of the Town's Comprehensive Plan includes an Executive Summary, Introduction, and Review section outlining the opportunities and threats of the following;

- the planning context,
- community vision,
- community character,
- transportation plan,
- economic analysis,
- infrastructure assessment, and implementation plan.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P. has reviewed the document.

Attached Documents:

1. An Annual Review of the Town's Comprehensive Plan with Respect to Current Conditions and Trends.

Planning & Zoning Commission Recommendation:

At their October 7, 2014 meeting, the Planning & Zoning Commission reviewed the report. While the Commission took no formal action, members indicated their desire for an implementation program and staff actions to address:

- consistent application of the Plan's recommendations,
- understanding the retail market and sustainability,
- solicit public input on an on-going basis, and
- enhanced commercial design standards.

Town Staff Recommendation:

Town staff recommends that the Town Council conduct an annual review of the Town's Comprehensive Plan with respect to current conditions and trends and provide direction to staff as necessary.

Proposed Motion:

I move to accept the annual review of the Town's Comprehensive Plan with respect to current conditions and trends.

Town of Prosper Comprehensive Plan

An Annual Review of the Plan with Respect to Current Conditions and Trends

September 13, 2014

Prepared By:



Dallas Cothrum, Ph. D.

Karen Wunsch, AICP

Executive Summary

The Prosper Comprehensive Plan serves as the Town's guide for development-related policy decisions. Although the planning process and various components of the Plan are not uncommon, several characteristics unique to the Town of Prosper are highlighted throughout the Plan. The most significant theme relates to how Prosper can best prepare for what is anticipated to be a period of rapid population growth and corresponding land development, so that the fully developed Prosper of the future retains many of the characteristics that the community values today.

As with any comprehensive plan, the Prosper Comprehensive Plan is intended to be a dynamic, flexible, and adaptable guide. The Plan suggests that an annual review of the document be conducted to ensure that it stays relevant during this period of rapid development activity. This supplement to the Plan summarizes the findings of the document within the context of current market conditions and evolving trends.

As an active participant in the development industry, Masterplan often spearheads land use negotiations with municipalities and other governmental entities on behalf of developers. This perspective provides consideration of the goals and objectives of the Plan from a developer's point of view, and it offers regional examples of potential opportunities and threats that Prosper may encounter as it strives toward plan implementation.

The community vision focuses on Prosper maintaining a rural character, despite experiencing rapid population growth. One interpretation is that residential areas will have a small town feel that speaks to the Town's rural roots through large lots and openness, while the primary transportation corridors will be denser and result in a much different development pattern than exists in the Town today. The visioning process also recognized the importance of having a variety of land uses, which diversifies the tax base and prevents the Town from relying too heavily on single-family residential property owners for revenue.

After exploring the seven sections of the Plan and identifying opportunities and threats given current market trends, recommendations were formulated to help guide development towards the community's desired vision. These recommendations focus primarily on concentrating retail and mixed-use development projects along the Dallas North Tollway and US 380 corridors, protecting the quality of large lot single-family residential land uses, and implementing policies of collaboration and data collection that will facilitate future planning initiatives and the Town's responsiveness to community needs.

Specifically, the recommendations include:

- Revise the current Zoning Map to be consistent with the Future Land Use Plan. A significant component to this exercise is to evaluate the appropriateness of Planned Development Districts, particularly zoning districts more than five years old that have not developed. The Town should feel empowered to initiate zoning conversations with developers when the existing development plan is no longer appropriate.
- Facilitate desired development patterns within the Dallas North Tollway and US 380 corridors by ensuring that zoning regulations encourage desired development projects and prohibit undesirable projects. A healthy Town economy requires a variety of land uses that contribute to the tax base. The corridor areas are appropriate areas to concentrate mixed-use projects and land uses other than large lot residential subdivisions. In addition, the Town should give careful consideration before rezoning additional sites for neighborhood service retail beyond what is already proposed on the Future Land Use Plan. Perpetuating a surplus of retail uses may result in lower end finish-outs and less desirable retail tenants.
- Ensure that current zoning regulations and Town policies allow for mixed-use development opportunities without over-saturating the market. In particular, evaluate mixed-use development standards. Many mixed-use projects have failed, and often multistory mixed-use projects are not successful - even in desirable locations. Some scrutiny must be given to ensure successful mixed-use projects, not just a mixture of uses. Within the region, there exist numerous resources that should be consulted in order to identify best practices and lessons learned that will allow Prosper to achieve high-quality, successful projects.
- Establish a community benchmark questionnaire that helps planners and Town administrators understand how residents and their opinions change over time. The data collected will be beneficial to future planning studies, and it will assist the Town in responding to and anticipating the changing needs of the community.

Perhaps most importantly, the Town should actively foster ongoing relationships with community partners such as the Prosper Independent School District and the Economic Development Corporation. Collaborative planning efforts will strengthen each of the three entities and therefore the ability of Prosper to prepare for growth and attract the high quality development projects envisioned in the Comprehensive Plan.

Introduction

The Town of Prosper contracted with Masterplan, a land use-consulting firm, to review the Town's Comprehensive Plan. Masterplan has extensive experience representing land development interests in the region and throughout the state. This market-driven, private sector point of view provides a different perspective for evaluating the Prosper Comprehensive Plan and developing recommendations for implementing the Plan.

As with most comprehensive plans, the Town of Prosper's Comprehensive Plan is intended to serve as a flexible guide for growth and development. Plans must be flexible enough to work within the market, yet strong enough to manage competing interests. The plan must foster a spirit of community while allowing for and guiding growth. Periodic reviews of the Plan provide another tool for plan implementation, and Plan maintenance helps the document remain up-to-date and relevant.

A central theme of Prosper's Comprehensive Plan involves preparing for non-residential growth that will diversify land use within the community as well as strengthen the tax base. Retail uses represent a significant component of anticipated new development. As emphasized in the Plan, retail development should be strategically located, well designed, and of high quality. However, the community must also recognize that the retail market is evolving along with consumer shopping habits, and development trends experienced in neighboring communities may not necessarily be applicable to Prosper's development boom.

The retail industry has seen considerable changes over recent years. Although the Dallas-Fort Worth market has climbed above 90 percent occupancy for retail in anchor-type shopping centers for the first time since 2004. It does not appear to be a trend. The region has 187,987,318 square feet of retail in shopping centers over 25,000 square feet. The Metroplex has done much better than most parts of the country. One important reason is the increase in density fueled by significant multifamily development. Municipalities can no longer separate residential planning from commercial.

Prosper must evaluate how much successful retail it can construct and have citizens patronize. A number of troubling trends are changing commercial property. Shopping and eating habits are rapidly changing. In 2010, there were 33 billion retail visits to stores during the holiday season. This number has dropped to 17.6 billion visits during the same November to December time period in 2013. As a result, retailers are building far fewer shopping centers. In 2010, there were 310 million square feet of new retail space opened nationally; in 2013 the number declined to 43.8 million square feet. To compound the problem, stores of popular retailers have closed. The Gap, JC Penney, Sears, Macy's, and Best Buy have all closed numerous stores. Previously, these were institutional

lions capable of anchoring shopping centers, and they consistently focused on expansion.

During the previous decade, developers shifted shopping trends from malls to power centers. Now, consumers are driving the market and they have decided that the Internet is ascendant. This is no longer a trend but a reality. Online sales once again doubled during the 2013 holiday season. Retailers had half the traffic that they did just three years ago. This change in shopping habit is impacting other commercial property sectors.

Municipalities also need to watch emerging changes in restaurants. Casual dining concepts struggled prior to the recession and continue to post marginal numbers. One recent study contends that the concepts are too familiar and not dissimilar from one another. Sales in casual dining have remained stagnant and are now below inflation levels. These concepts now feature value dining menus that have reduced average customer tickets to \$12.42. Unfortunately, value menu options, however, are essential to generate store traffic. The rise in fast-casual concepts also continues to eat into the sit down dining sector. Importantly, the fast-casual concept typically takes far less space. Interestingly, the per person average at Chipotle compares quite favorably at \$11.30.

City planners must actively understand the market and adapt to emerging trends. Likewise, a community must interact with staff from various departments to ensure a range of development. This review attempts to make use of real world, real estate based priorities and understand them within a planning framework. Masterplan typically represents developers and works as an agent of change at the "tip of the spear." This knowledge and interaction with developers and their tenants provides perspective often not embraced in comprehensive planning exercises.

Review

The Prosper Comprehensive Plan establishes a vision for the community's future and serves as a guide that will help direct development and policy decisions toward achieving a desirable future. The Plan is organized into seven sections which include: Planning Context, Community Vision, Community Character, Transportation Plan, Economic Analysis, Infrastructure Assessment, and Implementation Plan.

A brief synopsis of each Plan section is provided for reference as well as observations that have been categorized as either "Opportunities" or "Threats." These observations are intended to focus attention on key topics and facilitate additional discussion of potential vulnerabilities or omissions of the Plan. Exploring these topics in greater detail highlights areas of the development code that need improvement and provides a foundation for establishing a plan implementation strategy that includes recommendations for next steps.

In general, the "Opportunities" listed are concepts presented in the Plan that seem particularly important or relevant to successful plan implementation and achieving the vision created during the planning process. In some cases, the opportunities are points that speak to the Town's character currently or as it hopes to be in the future. Consideration of Prosper's opportunities for a vibrant future is also provided within the context of the larger region in which it is located. The proximity of Prosper to surrounding communities with similar experiences provides confidence in recognizing trends and preparing for the future.

"Threats" refer to topics that are perhaps vague or not easily understood by someone who did not participate in the original planning process. Threats in this context also represent external factors and local conditions that, if not addressed, could result in undesirable development patterns or an overall community character that is different from what is envisioned. Emerging national trends create concern for the ability of the Town to adapt to new and changing philosophies that may limit the potential for successful development projects. The digital age continues to influence American lifestyles and impact the way people live, work, and play. Ultimately, these changes affect the landscape of the built environment by altering needs related to housing, retail, office, and recreational uses.

Planning Context - This chapter provides a discussion of the justification for planning from both a legal and practical standpoint. The section includes a thorough examination of the existing local and regional conditions that will influence Prosper's future. The most significant characteristic of the existing community is that the Town is experiencing rapid growth that will likely continue for the next ten to twenty years. This provides exciting opportunities that may galvanize a community and create a unique sense of place, but only if the "threats" to this vision are recognized and mitigated.

The City of Plano provides an outstanding example for communities to both replicate and avoid. The city stands as a national example regarding rapid growth. In 1960, Plano remained a rural community that had not seen any substantive benefit from World War II post-war boom. Community leaders, however, recognized the city was poised to grow. By 1970, the city had a population of 17,872. The city planned a number of public works projects, acquired right-of-way, and, perhaps most importantly, did significant planning to prepare for the 1980s. The city also built a number of excellent city facilities and planned locations for others. The decision to locate the city hall in downtown has proven effective, especially with the advent of mass transit. By 1980, the city had a population of 72,000 and a national reputation for keeping up with the growth and having a quality community. The city reported population growth to 128,713 in 1990 and 222,030 to close out the century.

Plano sustained high-quality growth over a long period because of several factors. First, the city had strong leadership and longtime community members that helped identify and maintain a distinct character. Second, the city instituted rigid financial controls that remain in place. Of Texas' largest cities, Plano has the lowest per capita debt at \$1,371. Third, the city attracted a number of corporate headquarters. Likewise, high-paying and well-educated employees followed these businesses to Plano. In part, they stayed in the community because of the quality of schools. Today the community has a median income of \$82,901.

Plano thoughtfully made sound planning decisions. The city elected to participate in Dallas Area Rapid Transit. Today the downtown area has an urban feel that is bolstered by mass transit and a variety of housing stock that provides density. The city has also had strong commitment in planning from staff that has remained in place for many years as well as committed elected and appointed officials.

The city also provides a valuable perspective of what to avoid. Plano suffers from bimodal distribution in terms of an East and West split. The newest retail and most expensive homes are in the west along the Dallas North Tollway corridor. In contrast, the east, situated along North Central Expressway, suffers from vacant retail and lower home values. The city has too much retail and faces expanded competition for spending dollars on every side. Its earlier dominance of retail has

been tempered in the last decades. In fact, the city now has instituted a retail pruning initiative.

Opportunities

The Prosper planning area contains a significant amount of vacant land. An estimated eighty percent of the Town's twenty-seven square miles is undeveloped. With such a large proportion of Prosper's land projected to develop in a short amount of time, there is an opportunity for the creation of a cohesive community comprised of land uses and design styles that complement each other. In Prosper, issues such as promoting infill development or encouraging redevelopment of sites are less important than in other communities. This allows for planning efforts and infrastructure improvements to focus on encouraging quality new development.

Prosper's projected growth trend resembles the development explosion witnessed in surrounding communities over recent decades. The experiences of municipalities such as Frisco, Allen, and Plano provide a resource to Town administrators, elected officials, and citizens of lessons learned and examples of policies to emulate as well as things to avoid. Exploring the experiences of other rapidly growing communities may help Prosper officials with effective decision-making as it prepares for an extended period of rapid growth.

Although each resident has his or her own reason for living in Prosper, it appears that currently the biggest draw for people settling in the community is the opportunity for a large home on a large lot. As Prosper grows, the reasons for moving to Prosper will likely evolve. Eventually, the proximity of housing to jobs and retail may motivate people to reside in Prosper, but it seems clear that the Plan is intended to preserve the identification of Prosper as a community of large homes and large, rural lots.

Prosper has many positive attributes working in its favor. Key among those, as with any discussion of real estate, is location. Prosper's location positions the Town as the next frontier of the expanding Dallas-Fort Worth region. The center of the Metroplex (previously downtown Dallas) has shifted to LBJ and the Dallas North Tollway. This trend will continue with Highway 121 and the Dallas North Tollway becoming the regional hub in the future. The concentration of the largest retail project of the decade in Nebraska Furniture Mart as well as the relocation of Toyota illustrate that this shift is in progress. Not only does this position the Town for growth, but the location also provides the Town with numerous planning resources

not only in the form of regional planning studies and statistical data, but also in the form of experience by other planning professionals in accommodating the needs of a rapidly growing community.

Threats

The largest threat to achieving the community's vision is missing opportunities for quality development as described in the Plan and anticipated by residents. In fact, residents will expect the timely addition of development that aligns with their tastes and interests. Failure to provide these can result in citizen dissatisfaction. Missed opportunities could come in the form of development projects that fall short of the community's expectations, if the types of development that the Town is planning do not occur at the scale, quality, or rate that is predicted, or when projects locate just outside the Town limits. The desire for a full service, upper end grocery store currently is a good example.

Rapid development can easily lead to reactionary planning and administrative processes. The responsibility of juggling heavy caseloads and high volumes of permitting, zoning and subdivision applications could interfere with initiating corrective zoning measures until, of course, a development application is filed for a use that is undesirable at a particular location. Incorporating a specific plan implementation strategy into departmental work programs will assist staff in effectively guiding future development while managing current development review cycles. Town staff and elected and appointed officials must not practice exclusionary planning by only responding to development requests on a case by case basis without regard to big picture thinking. Similarly, a community can become paralyzed by only knowing what it does not want.

Like the Town of Prosper, the Prosper Independent School District faces challenges associated with accommodating rapid growth. If the school district is not able to provide an adequate supply of quality schools and teachers, residents and high quality land uses most likely will not be attracted to the community. It is vital that there is an open and continuous dialogue with the school district regarding land use assumptions and population projections in order to adequately predict student population growth. As witnessed in many communities and especially lately in Frisco, locating new schools and changing attendance zones can create community stresses that can spill into municipal activities, too.

The high density residential components of proposed mixed-use projects, for instance, require additional study to better understand how such land uses will factor into future student population projections. Typically, mixed-use projects attract households with fewer school aged children, but that assumption may be offset by Prosper's exurban location. A collaborative

relationship with the school district is key to understanding how the proposed growth scenario and Future Land Use Plan will impact the student population and facility needs for the school district.

Consideration of the tenure of citizens who participated in the planning process is necessary. The assumption is that the most of the active community leaders are newcomers that moved to Prosper within the last ten years or so. Sometimes residents of changing communities are excited and eager for new development to occur. Other times, residents seem more apprehensive about change. It is also interesting to consider that the opinions of long-time residents may differ from those of newer community members. It might prove useful to track the changing opinions of residents over time. A community survey provides a method for establishing benchmarks that describe current opinions and identifying potential changes in attitude about development and land use. Monitoring changing attitudes about important issues will allow for those topics to be more easily accommodated by future planning processes.

Although Prosper welcomes many new residents each year, long-term residents of the community may serve as an important community resource. Given Prosper's rural farming roots, families with generational ties to the community would be expected to have large land holdings with significant acres of contiguous land for development. Perhaps a historic Prosper family could be motivated to participate actively in planning and development issues with the intent of creating a legacy project within the Town. A consideration of the eagerness on the part of homeowners as well as specific segments of the community for new development projects may assist the Town in prioritizing implementation strategies.

Another area of concern relates to the large number of Planned Development (PD) Districts that were enacted several years ago but never developed. It is possible that some of the older PD Districts reflect development proposals that are out-of-date, no longer appropriate, or not feasible given current market conditions. In addition, these outdated PD Districts complicate population and land use projections. If the proposed densities are no longer realistic, the assumptions used for planning Town services and the ultimate land use mix is skewed, and the results are less accurate. If the development proposals outlined within the adopted PD Districts are no longer desirable, implementation of the community vision is certainly more challenging. Although a difficult task, renegotiating these agreements must be explored.

The first step would be a general assessment of the risks and rewards associated with individual agreements. Obviously, the legal implications of renegotiating previously approved zoning conditions would need to be considered as well as the impact that this initiative would have on Town's

reputation and perception by the real estate community. If the decision to re-evaluate existing PD Districts is made, a process approach could be based on the age of the PD District, the location, the density, or some other criteria that would allow for a prioritization of the sites rather than tackling all of the PD Districts at one time. Discussions to determine the appropriate strategy should involve representatives from the Town's administrative team, planning department, and Town council.

Community Vision - The visioning process utilized an appointed advisory committee of residents and business owners, some with past or present Council experience. The public participation process resulted in the generation of six community goals. The common theme of these goals is a dichotomy of preparing for high-quality growth while maintaining a rural, small-town image.

Opportunities

Establishing a community's vision for the future is a difficult task. It is easy for people to describe what they do not like, but imagining development types that are attractive, functional, and feasible is a much harder exercise.

Perhaps even more valuable than the adoption of a comprehensive plan is the process of planning itself. As a community, working through the steps necessary to produce a comprehensive plan establishes communication channels between residents and businesses, and the elected officials and staff who work to serve the needs of the community. Participating in a planning process focuses attention on the concerns of the community, and establishes a common ground for understanding existing conditions and the direction in which the community is headed. Maintaining this ethos after adoption is challenging and rarely occurs.

In addition to the residents and business owners that participated in the planning process, the Plan mentions attendance by representatives of the development community at Comprehensive Plan Advisory Committee meetings. If representatives were active participants in the planning process and not merely observers attending on behalf of real estate interests, those people may be key to opening a dialogue with specific developers interested in participating in future plan implementation projects. The Prosper Developers Council is an appropriate avenue for pursuing this dialogue.

As with any plan, development proposals that are inconsistent with the Comprehensive Plan and Future Land Use Plan will be encountered. The Plan should guide the decision-making process, but as a guide it is not inflexible. The Plan suggests several questions to consider when evaluating a development that does not reflect the Future Land Use Plan. In such instances, the additional evaluation may result in a higher and better use than originally envisioned for that specific location. Market conditions and real estate opportunities will lead to adjustments to the Plan. It is appropriate for a comprehensive plan to be flexible when well justified and based on reasons that are supported by the planning process including a good understanding of new opportunities, existing conditions, market shifts, and the intent of the community.

Threats

Using photographs to facilitate discussion during a visioning process is a common exercise, but there is concern with the results of the Visual Character Survey. Focusing too much attention on pictures of what has worked well in other communities may not be an appropriate method for determining the most appropriate use for Prosper. It also fails to fully take into account changes in the market, especially with respect to retail. It could be perceived as an exercise in identifying what is popular at the moment and not what is best or even realistic. It is important for the community to evolve into something genuine that establishes the Town's market niche rather than copy another community's success story. Otherwise, the Town becomes "Disney-like" and never creates its own identity. Even worse, the community loses the character that makes it special to residents and visitors and becomes "just another bedroom suburb."

Another issue with the Community Vision is that it is unclear how the participants envision maintaining a small town feel as the community braces for continued rapid growth and proposed large scale retail and mixed-use development projects. For example, not enough parking downtown is often a characteristic of small towns, but it is unlikely that is the kind of small town feel that Plan participants envision or that national retailers would accept. Future revisions to the Plan should clarify the intent of statements describing a small town feel to avoid sounding like the community is against development.

Protecting the quality and integrity of Prosper's neighborhoods is interpreted to mean that single-family residential uses should be protected from impact by non-residential land uses. Zoning is a tool for separating incompatible land uses and mitigating potential conflicts between uses,

but zoning is only effective if it avoids land use conflicts before the conflict is created. With approximately eighty percent of the Town's land undeveloped, new development cannot avoid changing the Town's landscape, which in some cases will impact existing neighborhoods. The open fields and ranches that exist today will eventually develop. In fact, the future prosperity of the Town depends on it. If the proposed future development does not occur, the Town will have an insufficient tax base, resulting in lesser Town services and ultimately reduced home values and an exodus of well-paid and well-educated professionals. The economic strength of the Town is dependent on a tax base of both residential and non-residential uses. Citizens must recognize that undeveloped tracts will eventually undergo development, and Town leaders have the difficult task of tempering citizen comments with the need for a balanced tax base.

Ultimately, achieving the community's vision of high quality development depends on having the tools (zoning and development standards) that prohibit undesirable uses or uses at the wrong location. Proper zoning encourages desirable development patterns by controlling uses and providing confidence in the compatibility of future development. The Town's experienced staff and a well trained, long-tenured, largely apolitical Planning and Zoning Commission provide components to resolving zoning and land use issues and preparing for future development opportunities. Cultivating institutional knowledge of these issues is critical.

Community Character - This section provides definitions, descriptions, analysis, and images of land use recommendations proposed on the Future Land Use Plan. The residential density ranges within the Prosper Comprehensive Plan are much less dense than densities traditionally described in other communities. This is reflective of Prosper's character, and the Town's desire to preserve that characteristic. It may, however, result in higher per capita costs for basic municipal services, including water, sanitary sewer, storm sewer, and garbage collection.

However, for a community with a strong low density rural vision the Plan recommends a significant amount of multifamily within mixed-use developments. These areas are not located near employment centers, an urban core, transit or other uses that traditionally encourage multifamily and mixed-use projects. Typically, mixed-use projects offer a solution for bringing together residents and businesses within a compact environment that is influenced by high land prices or limited land availability. Presently, these market forces do not exist in Prosper.

Opportunities

The character of Prosper's large lot, single-family residential subdivisions is well established, but there is an opportunity to promote housing options that meet the needs of residents with different housing preferences. This can complement and enhance large lot subdivisions, not marginalize them. The community should recognize that not everyone wants or needs a large home on a large lot. For example, grandparents of Prosper residents, young adults returning from college, service professionals such as teachers, police officers, and fire fighters all contribute to a healthy community, but the size and maintenance requirements of a large home and a large lot may not be desirable. Similarly, the housing needs of people change over time. Ideally, there would be alternatives within the community that would be attractive to current residents as they age or as their needs change.

The proposed Town Center District that includes public space, existing structures, and future large-scale mixed-use development seems an ideal solution for bringing together the community's desire for social spaces in which to interact and enjoy a small town atmosphere. This area is located within Tax Increment Reinvestment Zone (TIRZ) Number 1, which provides additional funding alternatives for public infrastructure improvements and community enhancements.

Threats

The biggest obstacles to achieving a community characterized by high quality development is being unrealistic about what is feasible or perceiving a development proposal as being high quality when it is not. The Plan's emphasis on mixed-use and loft-style apartments seems unrealistic until additional single-family styles of housing are developed that provide additional rooftops and heighten the demand on undeveloped tracts.

Although ironic given the desire for large lots, vertical mixed-use is indicated as being preferred over horizontal mixed-use by Prosper residents. Sometimes communities realize too late in the development process that existing codes are not conducive to mixed-use projects. It is important to confirm that the Town's Building Code and Fire Code will accommodate residential and non-residential uses within the same building.

Zoning and development regulations should be in place that will encourage development projects proposed for corridor districts, not just

prohibit unwanted development. The mid-rise office buildings and mixed-use loft-style apartments with parking garages described in the Plan may not be a developer's first choice with such an abundance of land available for development. Although structured parking offers many benefits over surface parking lots such as better walkability, reduced heat island effect, and lower stormwater run-off, market prices may not allow for a development to recoup the cost of structured parking, which is generally about four times the cost of surface parking. Development incentives or other tools for discouraging more traditional suburban products that are less expensive to develop may be needed. Examples of ways to incentivize structured parking within mixed-use developments include offering a density bonus that allows a developer to provide additional square footage, building height, or residential units to offset the cost of structured parking, or allowing for a reduction in the number of required off-street parking spaces when a portion of on-street parking is available within a mixed-use scenario.

The Plan proposes livability guidelines that include a recommendation to provide for a range of housing types in Prosper. Except for the overview of housing types provided within this section, most of the emphasis is placed on large lot homes and mixed-use loft-style apartments within special corridor districts. More emphasis on accommodating other types of single-family residential housing styles such as patio homes and zero lot line homes will help realize the "livability" objectives outlined in the Plan. The US 380 and Town Center Districts support these uses, and when located within appropriate areas these residential options allow efficient use of the land, without sacrificing quality.

A disproportionate amount of large lot subdivisions results in a uniformity of land uses, and it allows fewer housing options for entry-level buyers, young couples, empty-nesters, or older residents. If the assumption is that most residents within subdivisions comprised of lots over 10,000 square feet are members of households with school-age children, then the result is a community without much range in age among property owners. As these households become empty-nesters themselves, this could have a significant financial impact as many residents age out of their homes or the school district at about the same time, which may negatively impact property maintenance, tax revenues, and school bond referendums.

Furthermore, large lot subdivisions can contribute to poor connectivity issues, if the design isolates areas from other neighborhoods, schools, parks, and services, and it requires residents to rely on the use of automobiles. Youth and elderly populations in particular benefit from safe and effective non-auto related transportation alternatives. A reliance on the automobile creates an auto-centric community that needs large

parking areas and encourages auto-oriented land uses such as fast food restaurants.

The proposed 5,000 units of high density residential use will complement the lower density residential developments, while mitigating some of the negative impacts commonly associated with sprawl. As development occurs, it is appropriate for the Town to re-evaluate the target proportion of residential densities, and if necessary adjust the proposed Future Land Use Plan to encourage a healthy local economy.

In addition to residential character, there exist vulnerabilities to the character of nonresidential development. The community wants to discourage cookie-cutter strip development patterns. Therefore, it must regulate proper design and building orientation. Further, future Town facilities must be constructed at high levels of execution. The Town must set a standard of good development as future public projects are realized.

Land use is the product of both form and function. Building design and orientation of shopping center developments throughout the Town should give consideration to establishing a proper interface with residential developments if the high quality retail development products proposed in the Plan are to be realized. Emphasis should not be given to particular tenants, which may change over time.

Transportation Plan - The basis for this Plan section is the 2010 Thoroughfare Plan, which establishes a traditional grid network for the Town. Fundamental to this approach is the identification of key corridors within the community. Specific north-south and east-west roadways are identified by name.

Opportunities

In general, projections for the 2035 traffic volumes indicate that all proposed 2035 roads within the Town are forecasted to operate at acceptable levels of service with the exception of Preston Road and US 380. The anticipation of future issues with these roadways will encourage the Town to make necessary improvements. Prosper is fortunate in that it benefits from other planning initiatives including North Central Texas Council of Governments (NCTCOG) regional studies and plans as well as the Collin County Mobility Plan.

In addition to the street system, the Parks Plan proposes a trail system that is recognized as important from both a mobility standpoint and a

recreational standpoint. Parkland dedication requirements seem to be an effective tool that allows for the Town to adequately prepare for extensions to the trail system.

Threats

Consistency between local and regional transportation plans is important in order to better compete for federal transportation funds. It is key for the Town to have representation at regional planning initiatives to avoid inconsistencies at the regional and local planning levels. Validation of local projects by regional plans may help secure funding opportunities.

Limitations on federal transportation funds that impact state and regional transportation budgets may affect the timing of improvements that are necessary in order to maintain traffic flow at adequate levels of service throughout Town. It is important to consider how the Town might be impacted by national funding issues, and then seek solutions that reduce reliance on outside government sources for infrastructure improvements.

Economic Analysis - Provides a financial justification for future land use recommendations provided in the plan. The analysis calculates future retail demand based on current household spending estimates and land use capacity projections, although not all retail zoning will necessarily result in retail development. Those estimates are then used to compare projected sales tax and ad valorem tax revenues with estimated per capita expenditures.

Opportunities

The Plan provides for more than enough land to accommodate retail demand. However, an overabundance of retail use should be avoided. Nodal retail activity should be concentrated at primary intersections, and the “four corner” principle should be avoided to reduce the possibility of an oversupply of retail acreage. The challenge is determining and encouraging appropriate development at the other corners of an intersection. Recognize that Prosper’s traditional large-lot neighborhoods may not be appropriate at these locations because of incompatible rear yards and other site design issues. Other single-family residential styles or institutional uses, however, may complement non-residential uses quite well.

The economic analysis discusses the Town's ultimate sales tax potential being dependent on the ability to attract high quality retail establishments that provide a regional destination. It might be beneficial to identify where regional shoppers will be drawn from since there is an abundance of retail destinations located within communities to the south and east. Determining the needs of future shoppers may help Prosper identify a niche within the region.

Threats

Current zoning allows for approximately 2,900 acres of retail use. However, the economic analysis recommends 346 acres of retail use at build-out, while the Future Land Use Plan accommodates an estimated 757 acres of retail use. The assumptions used for these analyses should be revisited often and adjusted accordingly, which will provide greater confidence in the land use recommendations of the Plan. Placing too much confidence in the ultimate "Tax Gap Surplus" estimates should be avoided. Consequences of an oversupply of retail could include vacant, underutilized land, lower rental rates leading to undesirable uses, pressures for more multifamily residential uses, and blighted corridors.

Prosper, like other communities, must stay aware of the changing landscape of retail in America. With increases in online shopping showing no sign of reversing, it is reasonable to expect that there will be less of an emphasis on traditional brick-and-mortar stores. Many large retailers are not only reducing the number of new store openings, but some retailers also plan to close large numbers of underperforming stores. As online retailing continues to reduce the need to develop physical store locations, more attention should be paid to encouraging development of other types of non-residential uses.

The Plan fails to assess Frisco's regional retail hub status. Prosper must balance skepticism and optimism when it comes to retail development. The previous cycles experienced by Plano, Allen, and Frisco may or may not be applicable to Prosper. The commercial sector has witnessed a paradigm shift in many regards. These must be accounted for and constantly monitored. Town staff must work outside of a silo and be interactive and cooperative with economic development to evaluate shifting trends. The Town of Prosper should embrace that a paucity of retail creates a better and more competitive environment. By creating a market cascade, where citizens see a thriving and busy center, the Town could prosper from less retail space, rather than more. Too much retail dilutes the pool of attractive users.

It is important to give careful consideration to promoting retail uses at the right locations. Following the laws of supply and demand, an overabundance of retail use should be avoided in order to keep the values and quality of development high. This is particularly important as retail continues to evolve in response to the growing online retail market. However, the demand for perishable food goods and localized personal services cannot be fully replaced by Internet shopping. Prosper residents identified an upscale grocery store as one of their top priorities along Preston Road, which will reduce the amount of sales tax dollars that Town residents divert to other communities and instead allow that revenue to serve the growing Town.

The Dallas-Fort Worth market has climbed above 90 percent occupancy for retail in shopping centers with 25,000 square feet or more for the first time since 2004. While this is a positive sign, it is not, however, a trend. One reason shopping centers in the region are on the upswing is a dramatic increase in multifamily. The Town needs to evaluate the role high density residential use plays in shaping and assisting retail. Should the Town not participate in this trend, it may find that retail will be harder to attract. At the very least, Prosper must realize there are few anchor tenants active in the market and municipalities face an unrivaled buyer's market. The recent feeding frenzy by cities to attract Nebraska Furniture Mart illustrates this trend. The Colony finally landed the furniture behemoth only after an unprecedented package of economic incentives.

Municipalities also need to watch emerging changes in restaurants. Casual dining concepts struggled prior to the recession and continue to post marginal numbers. Municipalities must take seriously the idea of pushing consumers to key locations. This helps all retailers and allows for combined trips.

The City of Plano, for instance, suffers from having too much retail. A study they commissioned after the turn of the century focuses on attracting new tenants to existing spaces that are unoccupied. Planning departments must constantly update studies and stay timely. Moreover, staff cannot stand by without regard to changing markets without the market skipping the municipality for the neighboring jurisdictions.

The Town must also evaluate the effectiveness of other retail in the area, especially that of Frisco. The proximity to Frisco and its many destination locations may make large-scale retail less likely. As such, retail should be located at key locations that are immune to outside retail interference. Prosper should see that Frisco has done a sound job of attracting high quality retail anchors, including ones, like IKEA, that is one of only three stores in Texas and the only store of that brand located within the region. Likewise, Frisco has a thriving mall, and the entertainment options are

unrivaled in the state for a city its size. As such, Prosper must realize that Frisco is a regional shopping hub that will cause competition for commercial tracts. Although in a general sense, there seems to be a strong indication that perhaps too much real estate is zoned for retail use, the importance of directing retail of the right type to the best location cannot be overstated.

Infrastructure Assessment - Refers to previous planning studies conducted by Freese and Nichols, Inc. In 2006, an in-depth analysis of water and wastewater needs was completed, and an update to the Water and Wastewater Capital Improvement Plans were completed in conjunction with an Impact Fee Update in 2011. In 2010, the Town's drainage system was assessed as part of the Drainage Utility System Fee Development Report.

Opportunities

The most critical issues identified in the Plan have since been addressed including the implementation of the new Upper Trinity Regional Water District delivery point on the west side of Town, and the adoption of the Upper Trinity Regional Water District agreement. These enhancements to the water and wastewater system reduce maintenance and operating costs, while preparing the Town to meet the demands of future growth.

By monitoring population growth, the future applicability of federal storm water quality regulations (Phase II MS4) that would require additional water quality protections for creeks and lakes should be anticipated and planned for. The year that regulations will take effect can be estimated based on population growth and TCEQ requirements. The Town should develop a Comprehensive Drainage and Utility System Master Plan to facilitate continued success in meeting the infrastructure needs for the Town of Prosper. It may also be appropriate to include stormwater protection measures in the Subdivision Ordinance, and implement a stormwater quality management plan.

Threats

A potential issue identified in the Plan is that the North Texas Municipal Water District (NTMWD) delivery point within the southeast portion of the Town is the only existing treated water delivery point. There are no emergency water connections with surrounding communities. This issue

will be addressed in 2021 when the NTMWD North Water Treatment Plant: 2nd High Service Pump Station is anticipated to be completed and in service along with the necessary pipeline to provide Prosper with a second point of delivery.

Typically, large lot residential neighborhoods create additional stresses on a water supply. The Town may need to develop special programs for accommodating the needs of these residential uses. Because Prosper's residential lot sizes are larger than traditional lots within other communities, adjustments to water modeling and utility planning methodologies may be required. Reliance on only large lot subdivisions could have a negative impact as North Texas grapples with growing water supply concerns.

Implementation Plan - Provides a list of objectives related to the six goals identified in the Community Vision section of the Comprehensive Plan. The objectives are intended to provide direction towards achieving the ultimate vision for the Town.

Opportunities

This section recognizes the need to revise the zoning map and zoning ordinance to be consistent with the land use recommendations of the Comprehensive Plan. It also suggests that zoning text amendments may also be in order.

Offering incentives to property owners in order to rezone vulnerable sites may be a way of bringing property owners to the table to negotiate zoning changes. Conversations with other developers might be helpful in formulating such a strategy.

Threats

Although the objectives are intended as methods for Plan implementation, the objectives are perceived as being incomplete. No target start dates or completion dates are assigned to the objectives, and no project champions are identified.

Many of the objectives require additional research and collaboration with supporting entities such as the Economic Development Partnership and

the Prosper Independent School District to develop a unified action plan for implementation.

Overall, the Comprehensive Plan serves as a reasonable guide for basing land use decisions. In general, the most significant areas of concern include an abundance of zoning for land uses not compatible with the Plan, a gap in single-family residential options, and potential inaccuracies in the assumptions used to validate the land use recommendations due to the effects of a shifting retail economy.

Recommendations

The following is a discussion of recommendations for addressing the most significant obstacles to achieving the goals and objectives of the Comprehensive Plan. Many of the recommendations relate to rezoning, which is often a difficult and contentious issue since property rights and property values are involved. Fortunately, the Town's Zoning Ordinance, as updated in May 2005 and with minor amendments in November 2011, appears user-friendly and is easy to understand. The zoning regulations are modern, relevant, and appropriate so the recommendations provided relate more to the zoning district assigned to properties, rather than the appropriateness of the regulations within districts.

Without proper zoning in place, the Town is vulnerable to incompatible development patterns. A citywide zoning change evaluation is not necessarily feasible or recommended. An update to the Zoning Map should be done by breaking the task into smaller study areas that include Planned Development negotiations and revisions, straight zoning changes, modifications to development standards, and zoning text amendments.

Recommendation: Revise the current Zoning Map to be consistent with the Future Land Use Plan.

The first step in this process is a thorough comparison of existing zoning and proposed land uses to identify target areas in which discrepancies exist between the two. Many of the discrepancies between the Zoning Map and Future Land Use Plan are a function of the Agricultural (A) District zoning that is also used as a holding district after an annexation and prior to establishing zoning for development. Agricultural zoned properties are the lowest priority for a Town-initiated zoning change because development options on these sites are limited. However, opportunities may exist in which rezoning an Agricultural District could provide an incentive for a property owner to rezone another site.

Identifying discrepancies between the zoning and proposed future land use within Planned Development Districts will require additional effort. First, Districts for which no development has occurred must be identified. If the Planned Development District is older than five years, there may be an opportunity to revise the conceptual development plan if the proposed development is no longer valid. Consideration should be given to the validity of the conceptual plan by evaluating the compatibility of the proposal with current conditions including the recommendations of the Comprehensive Plan. Consulting with other staff members, property owners, design engineers, and economic development experts may assist in determining if a project is still active or if it has been declared dead. If the project is not deemed dead but just delayed, evaluate the probability of development occurring within the next year versus a later planning

horizon. Soliciting input from experts in the real estate community could assist in determining the timing of projects.

Section 24.5 of the Zoning Ordinance provides, “If no development has occurred in the PD District within five (5) years from the date of adoption of the granting ordinance, the Planning & Zoning Commission and Town Council may review the original conceptual development plan to ensure its continued validity. If the Town determines the concept is not valid, a new conceptual development plan shall be approved prior to the Town issuing a building permit for any portion of the PD District.” This provision justifies further study of existing zoning, which may prompt pursuit of Town-initiated rezoning considerations.

If the PD no longer meets the land use objectives outlined in the Comprehensive Plan, explore opportunities to modify the zoning. A Town policy for reevaluating PD Districts older than five years may need to be formalized. The plan review and building permit process may provide a method for stalling a project and requiring revisions to a proposed development before it is constructed, but ideally such measures would not be necessary.

From a developer’s perspective, stopping development at the permit phase is an expensive and unexpected hurdle since pro forma, development plans, and engineering drawings would be based on the requirements of a previously adopted PD District. If a scenario occurred in which a developer resumed a project that was on hold but had an approved PD District and spent considerable dollars on engineering plans only to find out that the PD District expired, the Town’s reputation within the development community could be harmed. A better approach is to work with property owners and economic development partners to implement a project that pleases the property owner and aligns with the Comprehensive Plan.

The special districts identified in the Plan include the Old Town District, the Tollway District and the US 380 District. Zoning regulations and development standards that are tailored to the Old Town District have been adopted and should continue to be applied as new development or redevelopment occurs. This model could also be applied to the US 380 and Tollway Districts.

Recommendation: Facilitate desired development patterns within the Town’s corridor districts by ensuring that zoning regulations encourage desired development and prohibit undesirable products.

Priority should be given to ensuring appropriate development along the US 380 corridor. This corridor is comprised of several PD Districts, some of which date back to 2000. Areas not zoned PD District are for the most part zoned Commercial or Agricultural District. Ensuring high-quality development along this

corridor is important because it has high development potential, serves as a gateway to the Town, and establishes the first impression of the community.

One approach that could be used to address the zoning and development issues within the US 380 corridor is to develop a master plan that would allow for a coordinated approach to transportation flow, infrastructure improvements, site access, and urban design objectives. It would also provide an opportunity to solidify the branding theme and gateway entry treatments for the Town.

A form-based code for all or part of this corridor is another alternative to explore. Form-based codes provide greater flexibility with respect to use while placing a greater emphasis on design. An advantage of this tool is that it provides predictable products. The premise is to provide land use controls through regulation of the physical form, rather than separation of uses. This approach seems particularly appropriate for mixed-use applications. Form-based codes are regulations. Therefore, more development control is provided than those offered by design guidelines or recommendations from planning documents.

Typically, form-based codes address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks. The regulations are usually presented with written descriptions and diagrams that relate to a specific plan and design character. Many examples of form-based codes exist, providing plenty of resources for additional consideration if appropriate.

Planning activities and particularly rezoning initiatives within this corridor should strive to be collaborative efforts. The Economic Development Corporation could be a resource in the process as well as other experts in the real estate arena. Opportunities for collaboration with property owners should be encouraged. Although a time-consuming and delicate process, consulting with property owners about their development objectives allows for better understanding and perhaps recognition of common ground so that opportunities for mutual benefit can be explored. These meetings are not intended for a public forum. Meetings will be more effective if conducted privately between individual property owners, members of their development team and representatives from the Town. Part of the strategy includes identifying incentives that would drive desirable density and development activities to the corridor districts.

Sometimes traditional zoning ordinances and building codes result in unintended consequences or create challenges as mixed-use projects strive to meet development regulations. Encouraging mixed-use may require additional Town focus and new initiatives. These efforts may result in a new category within the Zoning Ordinance, a policy paper to guide developers, and/or a tool for evaluating mixed-use districts.

Recommendation: Conduct a mixed-use development study to ensure that current zoning regulations and Town policies allow for mixed-use development opportunities without over-saturating the market.

Preparing for the eventual consideration of mixed-use projects now will help reviewers ensure that Fire Department policies and design requirements are accommodated and Building Code issues are properly understood, while maintaining reasonable review cycles. Researching vertical and horizontal mixed-use regulations from other municipalities may provide an overview of typical requirements. In addition, consulting with planning staff from other communities and developers of mixed-use projects provides insight into lessons learned from their experiences, and that knowledge can be incorporated into the Town's policies.

Because mixed-use projects will likely merit specially tailored zoning in the form of a planned development district, amendments to the permitted use chart are not necessary. However, adding a definition for "mixed-use," "loft-style apartment," and other uses proposed in the Plan but not specifically addressed in the Zoning Ordinance may be helpful as the Town prepares for development of these land uses.

Recommendation: Establish a community benchmark questionnaire that helps planners understand how residents and their opinions change over time.

With record setting permit activity for single-family homes showing no signs of slowing, Prosper will continue to welcome many newcomers. For planning purposes, it would be useful to understand better household size, where residents work, what type of work they do, what direction they commute, what goods and services come from outside the community, shopping habits, and level of satisfaction with the Town.

Establishing a quality questionnaire and survey methodology will require time and research. It is important that questions are relevant and worth tracking. The creation of a community profile will assist future planning efforts, particularly as the population increases and changes.

If retail trends that have led to declining store openings and the closing of existing stores continue, the surveys will provide an opportunity to identify alternative uses for land that was previously designated for retail use. The Town should incorporate the timing of citizen surveys with reviews of the Comprehensive Plan to identify potential small planning studies for further improvement of the Town's development climate.

Recommendation: Initiate a planning study of the Downtown District, and develop a Town Center Master Plan.

Exploring in greater detail opportunities for future development such as various types of single-family residential housing styles, mixed-use, and the Town Center District would be beneficial. A master plan or planning study that is specific to downtown opportunities would provide a better understanding of the long-range objectives for this area and help maximize the economic and cultural opportunities associated with development in this area of Town.



ENGINEERING

To: Mayor and Town Council

From: Matt Richardson, P.E., Senior Engineer

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 14, 2014

Agenda Item:

Discussion on the design of the Downtown Enhancements project.

Description of Agenda Item:

The FY 2013-2014 budget included funding for the construction of decorative street lighting in a wide area of downtown Prosper. Town staff reviewed the scope of this project and developed an alternative scope for the construction of sidewalks, landscaping, and decorative street lighting only on the two blocks of Broadway that comprise the historic retail core of downtown Prosper. This alternative scope was discussed with Town Council on May 13, 2014, at which time staff was directed to proceed with the alternative scope. An engineering services agreement with Wier & Associates was subsequently approved by Town Council on June 24, 2014. At that meeting, Town Council requested that staff provide an update on the design and an opportunity to provide input at a later date.

Wier & Associates has recently completed the preliminary design plans for the project which focus primarily on the sidewalk expansion. Town staff from Engineering and Parks & Recreation have separately begun to develop a concept for the landscape and hardscape elements of the project. This concept will be incorporated into the final plans prior to bidding. The following is a summary of the major project elements:

Element	Existing	Proposed
Roadway	18' Driving Lanes	12' Driving Lanes Limited Pavement Replacement
Parking	22' Parking Stalls, 90° angle	18' Parking Stalls, 60° angle Limited Pavement Replacement
Sidewalks	10' Concrete Irregular Appearance	20' Concrete Lightly Exposed Aggregate Sawed 5' x 5' Panels
Street Lighting	2 Cobra Head Lights	25 Decorative LED Lights 75' Spacing 14' Height
Landscaping	None	Urban Shade Trees, 75' Spacing Open Tree Wells w/ Ground Cover Planters Irrigation

The following is a summary of the plants proposed for use in the landscaping:

Element	Description	Plant List
Urban Shade Trees	Large Canopy for Shade Suitable for Street Planting	Cedar Elm Live Oak Chinese Pistachio
Open Tree Wells	Semi-Circular Shape Ground Cover & Small Shrubs Tree in Center	Indian Hawthorne (Snow White) Dwarf Crape Myrtle (Red) Liriope Nana Nandina Loropetalum Hamlin Grass Weeping Lovegrass
Planters	Concrete Planters Street Lights, Intersections Varied Color and Texture	Blue Rug Juniper Red Lantana Hamlin Grass Red Yucca Agave

Budget Impact:

The Capital Improvement Program includes \$550,000 for the Downtown Enhancements project. Of this amount, \$60,000 is currently reserved for design services and \$490,000 is reserved for construction services.

Attached Documents:

1. Sample Photos of Design Elements
2. Overview of Engineering Plans

Town Staff Recommendation:

Town staff requests feedback from the Town Council on the design of the Downtown Enhancements project.

Sidewalk Treatment



Concrete, Sawed Panels



Light Sandblast Finish

Tree Well Treatment



Open, Semi-Circular



Open, Square

Planter Treatment



Square



Round

Urban Shade Trees



Cedar Elm



Live Oak



Chinese Pistachio

Tree Well Plantings



Indian Hawthorne (Snow White)



Dwarf Crape Myrtle (Red)



Lorapetalum



Nana Nandina



Liriope



Hamlin Grass

Planter Plantings



Blue Rug Juniper



Red Lantana



Hamlin Grass

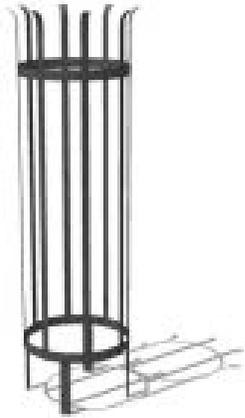


Red Yucca



Agave

Optional Elements

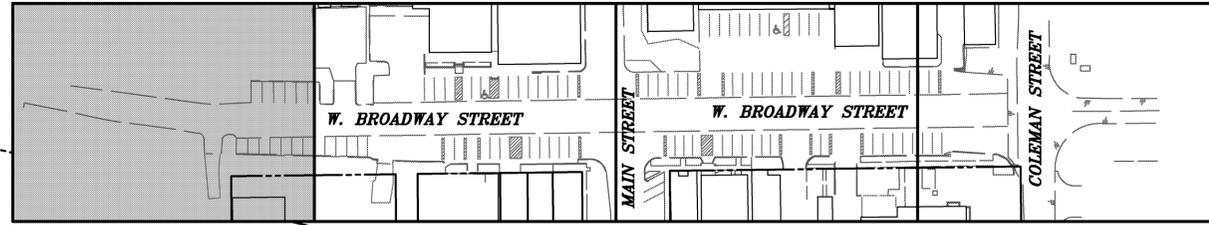


Tree Guards



Benches

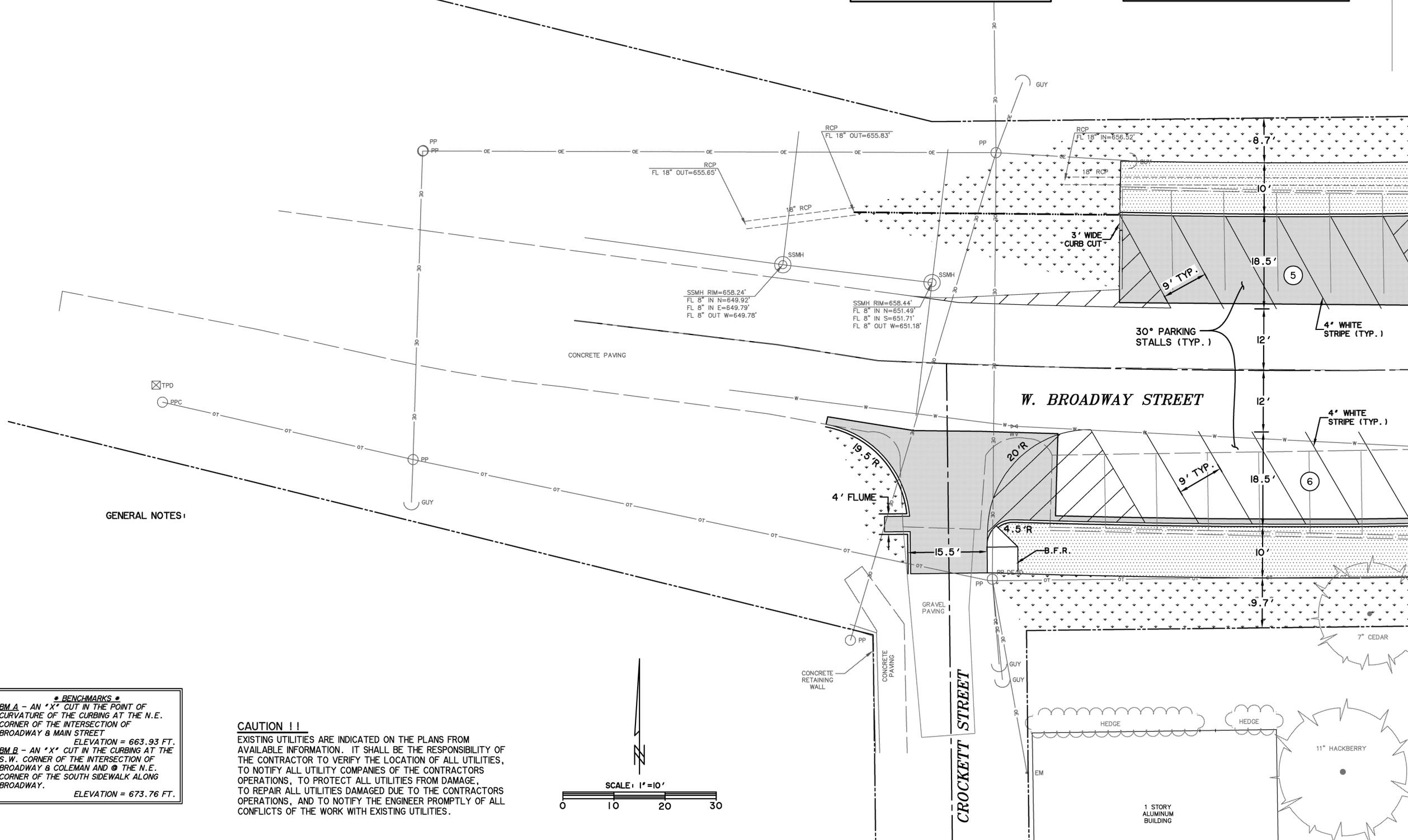
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KEY MAP

LEGEND	
	PROPOSED LANDSCAPE SEEDING AREAS
	PROPOSED SIDEWALK
	PROPOSED CONCRETE
	PARKING STALL COUNT
	E.O.P. EDGE OF PAVEMENT
	B.F.R. BARRIER FREE RAMP

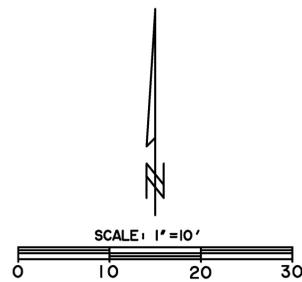
- GENERAL NOTES**
1. ALL COORDINATES ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
 2. DIMENSIONS ARE TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 3. ALL PROPOSED CURB RADII ARE 2.5' B/C, WITHIN PARKING LOT, UNLESS NOTED OTHERWISE.
 4. ALL CONCRETE PAVEMENT SHALL HAVE 6" CURBS UNLESS OTHERWISE NOTED.



GENERAL NOTES:

*** BENCHMARKS ***
BM A - AN "X" CUT IN THE POINT OF CURVATURE OF THE CURBING AT THE N.E. CORNER OF THE INTERSECTION OF BROADWAY & MAIN STREET
 ELEVATION = 663.93 FT.
BM B - AN "X" CUT IN THE CURBING AT THE S.W. CORNER OF THE INTERSECTION OF BROADWAY & COLEMAN AND @ THE N.E. CORNER OF THE SOUTH SIDEWALK ALONG BROADWAY.
 ELEVATION = 673.76 FT.

CAUTION !!
 EXISTING UTILITIES ARE INDICATED ON THE PLANS FROM AVAILABLE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES, TO NOTIFY ALL UTILITY COMPANIES OF THE CONTRACTORS OPERATIONS, TO PROTECT ALL UTILITIES FROM DAMAGE, TO REPAIR ALL UTILITIES DAMAGED DUE TO THE CONTRACTORS OPERATIONS, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING UTILITIES.



MATCH LINE SEE SHEET 11

PREPARED BY:
WIER & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS
 701 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817)467-7700
 www.wierassociates.com
 Texas Firm Registration No. F-2776

NO.	DATE	DESCRIPTION	BY

DOWNTOWN ENHANCEMENTS PROJECT
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

PAVING PLAN (1 OF 4)

PRELIMINARY PLANS FOR PROJECT REVIEW. NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
 Prepared By/Or Under Direct Supervision Of
 Randall Eardley, PE
 Texas Registration No. 104957 On Date Shown Below.

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 LAST SHEET EDIT DATE 9/23/2014 WA# 14054
SHEET NO. 10

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MATCH LINE SEE SHEET 10

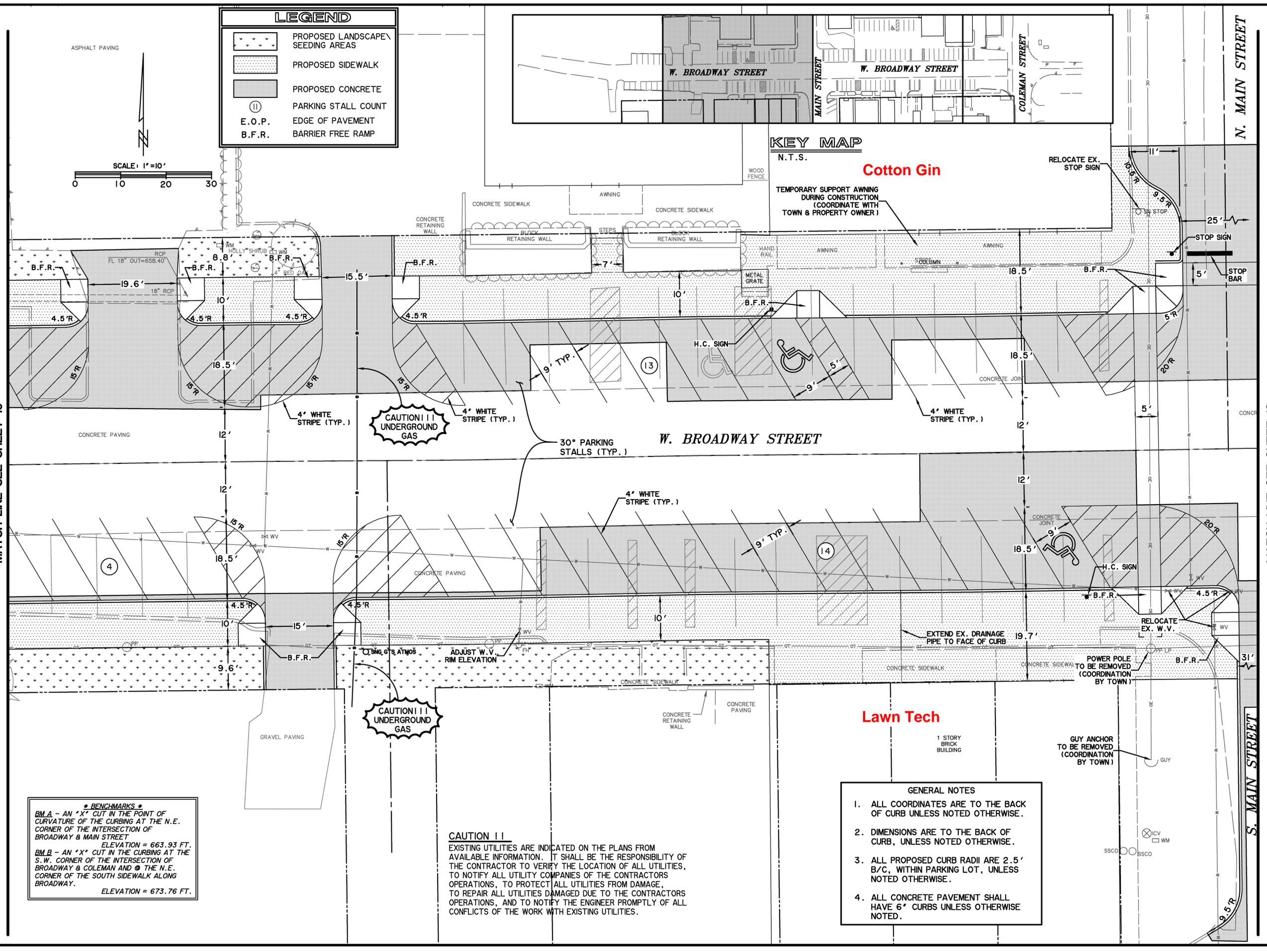
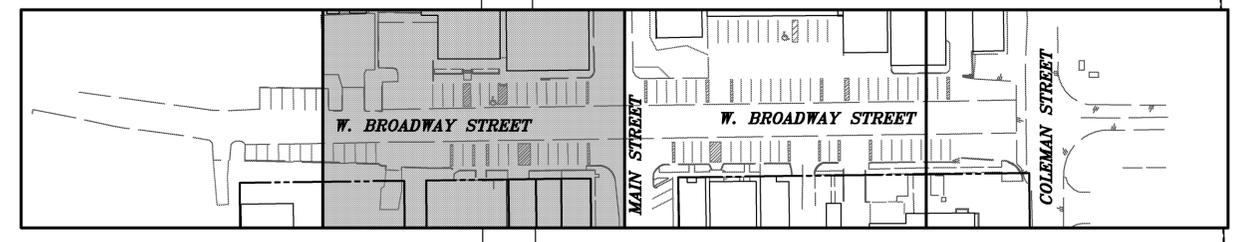
MATCH LINE SEE SHEET 12

LEGEND

- PROPOSED LANDSCAPE SEEDING AREAS
- PROPOSED SIDEWALK
- PROPOSED CONCRETE
- PARKING STALL COUNT
- E.O.P. EDGE OF PAVEMENT
- B.F.R. BARRIER FREE RAMP

ASPHALT PAVING

SCALE: 1"=10'



*** BENCHMARKS ***
 B.M.A - AN "X" CUT IN THE POINT OF CURVATURE OF THE CURBING AT THE N.E. CORNER OF THE INTERSECTION OF BROADWAY & MAIN STREET
 ELEVATION = 663.93 FT.
 B.M.B - AN "X" CUT IN THE CURBING AT THE S.W. CORNER OF THE INTERSECTION OF BROADWAY & COLEMAN AND @ THE N.E. CORNER OF THE SOUTH SIDEWALK ALONG BROADWAY.
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 3. ALL PROPOSED CURB RADII ARE 2.5' B/C, WITHIN PARKING LOT, UNLESS NOTED OTHERWISE.
 4. ALL CONCRETE PAVEMENT SHALL HAVE 6" CURBS UNLESS OTHERWISE NOTED.

PREPARED BY:
WIER & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS
 701 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817)467-7700
 www.wierassociates.com
 Texas Firm Registration No. F-2776

NO.	DATE	DESCRIPTION	BY

DOWNTOWN ENHANCEMENTS PROJECT
 TOWN OF PROSPER,
 COLLIN COUNTY,
 TEXAS

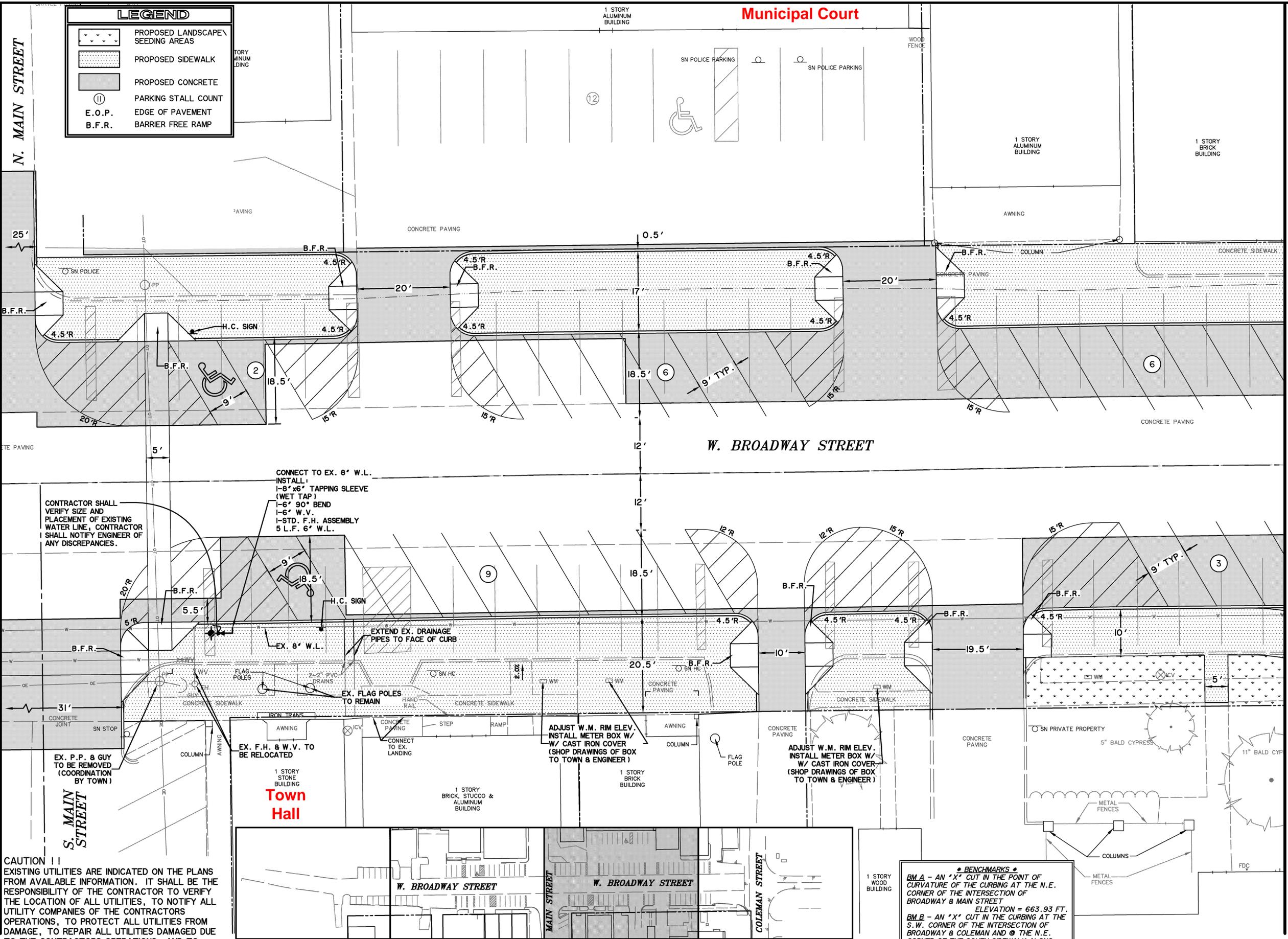
PAVING PLAN
 (2 OF 4)

PRELIMINARY PLANS FOR PROJECT REVIEW. NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
 Prepared By/Or Under Direct Supervision Of
 Randall Eardley, PE
 Texas Registration No. 104957 On Date Shown Below.

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PRINTED: 9/24/2014 3:59 PM FILE: WIER-PAVING-STB LAST SAVED: 9/23/2014 3:59 PM SAVED BY: LAURAR FILE: 12 PAVING PLANS-H054.DWG

MATCH LINE SEE SHEET 11



LEGEND	
	PROPOSED LANDSCAPE SEEDING AREAS
	PROPOSED SIDEWALK
	PROPOSED CONCRETE
	PARKING STALL COUNT
	EDGE OF PAVEMENT
	BARRIER FREE RAMP

CAUTION !!
EXISTING UTILITIES ARE INDICATED ON THE PLANS FROM AVAILABLE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES. TO NOTIFY ALL UTILITY COMPANIES OF THE CONTRACTORS OPERATIONS, TO PROTECT ALL UTILITIES FROM DAMAGE, TO REPAIR ALL UTILITIES DAMAGED DUE TO THE CONTRACTORS OPERATIONS, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING UTILITIES.

CONNECT TO EX. 8" W.L.
INSTALL:
1-8" x 6" TAPPING SLEEVE
(WET TAP)
1-6" 90° BEND
1-6" W.V.
1-STD. F.H. ASSEMBLY
5 L.F. 6" W.L.

CONTRACTOR SHALL VERIFY SIZE AND PLACEMENT OF EXISTING WATER LINE. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.

EX. P.P. 8 GUY TO BE REMOVED (COORDINATION BY TOWN)

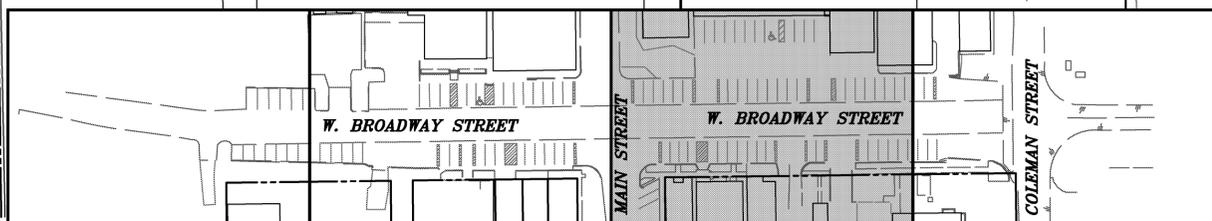
EX. F.H. & W.V. TO BE RELOCATED

EXTEND EX. DRAINAGE PIPES TO FACE OF CURB

EX. FLAG POLES TO REMAIN

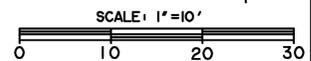
ADJUST W.M. RIM ELEV. INSTALL METER BOX W/ W/ CAST IRON COVER (SHOP DRAWINGS OF BOX TO TOWN & ENGINEER)

ADJUST W.M. RIM ELEV. INSTALL METER BOX W/ W/ CAST IRON COVER (SHOP DRAWINGS OF BOX TO TOWN & ENGINEER)



KEY MAP
N.T.S.

*** BENCHMARKS ***
BM A - AN "X" CUT IN THE POINT OF CURVATURE OF THE CURBING AT THE N.E. CORNER OF THE INTERSECTION OF BROADWAY & MAIN STREET
ELEVATION = 663.93 FT.
BM B - AN "X" CUT IN THE CURBING AT THE S.W. CORNER OF THE INTERSECTION OF BROADWAY & COLEMAN AND @ THE N.E. CORNER OF THE SOUTH SIDEWALK ALONG BROADWAY.
ELEVATION = 673.76 FT.



MATCH LINE SEE SHEET 13

NO.	DATE	DESCRIPTION	BY

DOWNTOWN ENHANCEMENTS PROJECT
TOWN OF PROSPER,
COLLIN COUNTY,
TEXAS

PAVING PLAN
(3 OF 4)

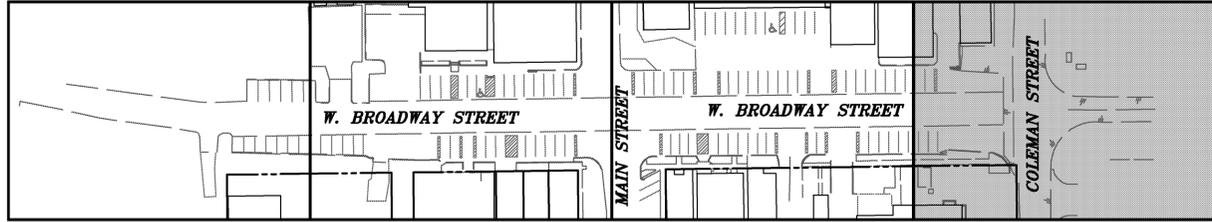
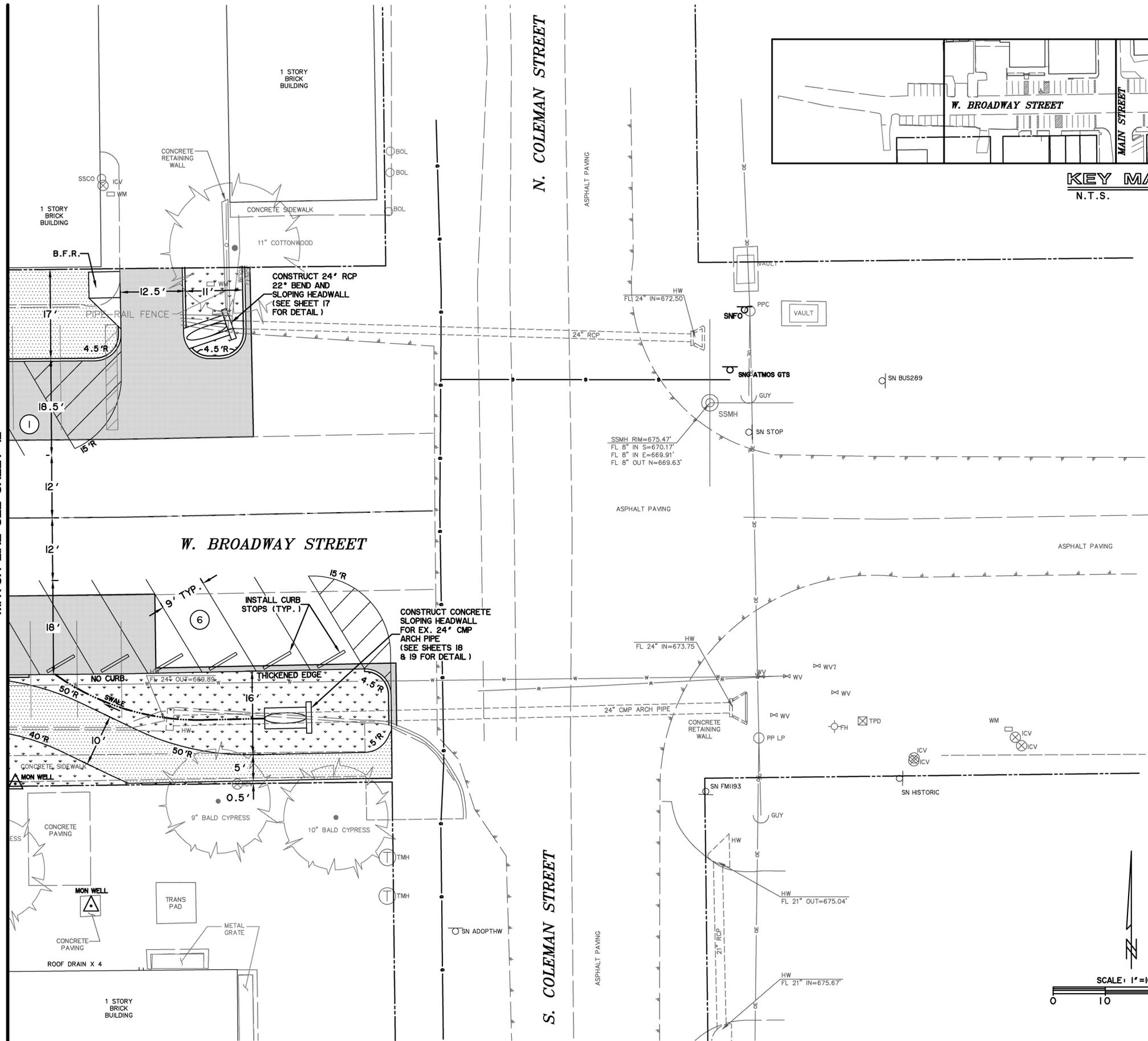
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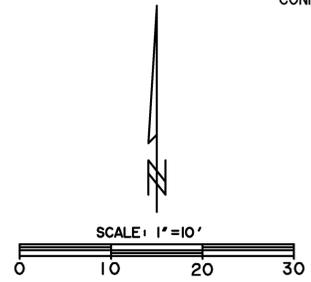
MATCH LINE SEE SHEET 12



LEGEND	
	PROPOSED LANDSCAPE SEEDING AREAS
	PROPOSED SIDEWALK
	PROPOSED CONCRETE
	PARKING STALL COUNT
	E.O.P.
	B.F.R.

CAUTION !!
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PAVING PLAN
 (4 OF 4)

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