



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, April 14, 2015
6:00 p.m.

1. Call to Order/Roll Call.
2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
3. Announcements of upcoming events.
4. Proclamations.
 - Presentation of a Proclamation to members of Prosper's Police Dispatch Personnel declaring the week of April 12-18, 2015, as *Telecommunicators Week*.

5. **CONSENT AGENDA:**

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

- 5a. Consider and act upon minutes from the following Town Council meeting. **(RB)**
 - Regular Meeting – March 24, 2015
 - Work Session – March 31, 2015
- 5b. Consider and act upon an ordinance amending the Future Land Use Plan, on the east side of Main Street, from Third Street to First Street, from Old Town – Office to Old Town – Main Street Retail. (CA15-0001). [*Companion to Case Z15-0001*] **(JW)**
- 5c. Consider and act upon an ordinance rezoning 0.8± acre, located on the southeast corner of Main Street and Third Street from Commercial (C) to Downtown Retail (DTR). (Z15-0001). [*Companion to case CA15-0001*] **(JW)**
- 5d. Consider and act upon a resolution of the Town of Prosper, Texas, authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining sanitary sewer easements, consisting of approximately 5 acres of property, situated generally in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County and Denton County, Texas, necessary for the construction of the Town's West Prosper Sanitary Sewer Extension project, and for other public purposes permitted by law.
- 5e. 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)**

6. CITIZEN COMMENTS:

(The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.)

Other Comments by the Public -

REGULAR AGENDA:

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

PUBLIC HEARINGS:

7. Conduct a Public Hearing, and consider and act upon a request to amend the Future Land Use Plan located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Low Density Residential to Medium Density Residential. (CA15-0003). *[Companion to case Z14-0016]* **(JW)**
8. Conduct a Public Hearing, and consider and act upon a request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5). (Z14-0016). *[Companion to case C15-0003]* **(JW)**
9. Presentation of a service plan and second Public Hearing to consider the annexation of an 18.6± acre tract of land, located on the south side of Prosper Trail, 2,500± feet west of Custer Road. (A15-0001). **(AG)**

DEPARTMENT ITEMS:

10. Discussion on the Earth-Kind Dwarf Shrub Research Garden and Earth-Kind Demonstration Garden. **(FJ)**
11. Consider and act upon authorizing the Town Manager to execute a Facilities Construction, Use and Maintenance Agreement between Preston Lakes Homeowners' Association, Inc., and the Town of Prosper, Texas, related to maintenance obligations of the right-of-way for Prosper Trail adjacent to the Preston Lakes subdivision and Preston Lakes Park. **(HW)**
12. Consider and act upon a request for a variance to the Subdivision Ordinance regarding Thoroughfare Screening along Windsong Parkway and Gee Road, for Windsong Ranch, Phases 1A, 1B, 1C, 3A-1, and 3B. (V15-0001). **(JW)**
13. Discussion on the Frontier Park North Conceptual Master Plan. **(PN)**
14. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of

Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project. **(MR)**

15. Consider and act upon an amendment to the FY 2014-2015 Capital Improvement Plan. **(MR)**

16. Consider and act upon an ordinance amending the FY 2014-2015 budget. **(KG)**

17. **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:

17a. Section 551.087 – To discuss and consider economic development incentives.

17b. 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.

17c. Section 551.071 – Consultation with Town Attorney regarding legal issues associated with proposed extraterritorial jurisdiction release, bond validation litigation in Travis County regarding Little Elm boundaries and annexations, and all matters incident and related thereto.

17d. Section 551.074 – To discuss appointments to the Planning & Zoning Commission, Parks & Recreation Board, Prosper Economic Development Corporation Board, Board of Adjustment/Construction Board of Appeals, Library Board, and Upper Trinity Regional Water District Board of Directors.

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

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

20. 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 April 10, 2015, 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.

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.



Prosper is a place where everyone matters.

MINUTES
Regular Meeting of the
Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, March 24, 2015

1. Call to Order/Roll Call.

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

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller (arrived at 6:10 p.m.)
Deputy Mayor Pro-Tem Kenneth Dugger
Councilmember Curry Vogelsang, Jr.
Councilmember Michael Korbuly
Councilmember Mike Davis
Councilmember Jason Dixon

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary
Terrence Welch, Town Attorney
Hulon T. Webb, Jr., Executive Director of Development and Community Services
John Webb, Director of Development Services
Alex Glushko, Senior Planner
Kim Galvin, Interim Finance Director
Doug Kowalski, Police Chief

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

Pastor Glen Gabbard of Christian Chapel Assembly of God led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

3. Announcements of upcoming events.

Deputy Mayor Pro-Tem Dugger made the following announcements:

Thank you to Prosper Scout Troop 1188 for providing the Color Guard and leading the Pledges at tonight's meeting. The troop is here tonight to fulfill a requirement for their "Citizenship in the Community" merit badge.

A public discussion of the Parks, Recreation and Open Space Draft Master Plan will take place on Thursday, March 26, at Prosper High School at 6:00 p.m. The discussion is intended to gather public input on the Town's needs and desires regarding parks and recreation programs and facilities.

The first of three water conservation seminars will be held on Monday, March 30, at the Public Works Office, located at 601 West Fifth Street, just west of the Burlington Northern Santa Fe Rail Line. The seminars will be held from 6:30-8:30 p.m., and will

include a range of topics such as rain barrels, lawn maintenance, and smart watering techniques during water restrictions.

On April 18, the Town will celebrate “Party at the Park,” the final event of a year-long celebration of Prosper’s 100th birthday. The event will take place at Frontier Park from 2:00-6:00 p.m. and will include food, live music, a kickball tournament, and activities for all ages.

Councilmember Korbuly announced that on Saturday, April 28, and Tuesday, March 31, PASO, will welcome Toronto Football Club Academy Division, which will be practicing at Frontier Park. Toronto FC’s head coach is a former Prosper resident, and this is an excellent opportunity for soccer fans to see a professional soccer club practice in person.

Deputy Mayor Pro-Tem Dugger announced that Saturday, March 28, will be the opening ceremonies day for Prosper Little league.

Councilmember Vogelsang gave special thanks to all of the Town staff who helped with the Spring Cleanup event on Saturday, March 21.

4. Presentations.

- **Presentation of a Hometown Heroes Award to Erin Hubbard**

Erin Hubbard was joined by members of the Prosper Rotary Club and Prosper Police Department as Mayor Smith presented her with Prosper’s first Hometown Heroes Award.

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 – February 24, 2015**

5b. Receive the February 2015 Financial Report. (KG)

5c. Consider and act upon Ordinance No. 15-15 revising Article 13.07 of the Code of Ordinances related to the utility billing policies. (KG)

5d. Consider and act upon authorizing the Town Manager to execute a Project Acceptance Agreement between D.R. Horton – Texas, Ltd., and the Town of Prosper, Texas, related to maintenance of public improvements to serve the Hawk Ridge development. (HW)

5e. 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)

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

6. CITIZEN COMMENTS:

(The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.)

Other Comments by the Public -

REGULAR AGENDA:

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

PUBLIC HEARINGS:

- 7. Conduct a Public Hearing, and consider and act upon a request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5). (Z14-0016). (JW)**

Development Services Director John Webb presented this item before the Town Council. At the January 13, 2015, Town Council meeting, this item was tabled and the Public Hearing was continued to the February 10, 2015, Town Council meeting. On February 10, per the applicant's request, the item was tabled to the March 24, 2015, Town Council meeting. The applicant has requested this item be tabled to the April 14, 2015 Town Council meeting to allow for additional time to further analyze the lot layout and the recommendations of the Low Density Residential District of the Future Land Use Plan, with regard to lot size and density. Deputy Mayor Pro-Tem Dugger made a motion and Councilmember Korbuly seconded the motion to table the item to the April 14, 2015, Town Council meeting. The motion was approved by a vote of 7-0.

Mayor Smith opened Items 8 and 9 concurrently.

- 8. Conduct a Public Hearing, and consider and act upon a request to amend the Future Land Use Plan, on the east side of Main Street, from Third Street to First Street, from Old Town – Office to Old Town – Main Street Retail. (CA15-0001). [Companion to Case Z15-0001]. (JW)**

9. Conduct a Public Hearing, and consider and act upon a request to rezone 0.8± acre, located on the southeast corner of Main Street and Third Street from Commercial (C) to Downtown Retail (DTR). (Z15-0001). [Companion to case CA15-0001]. (JW)

Development Services Director John Webb presented this item before the Town Council. Town staff has received a zoning request to rezone the southeast corner of Main Street and Third Street from Commercial to Downtown Retail, which does not conform to the Future Land Use Plan (FLUP). The proposed amendment would revise the Old Town map inset of the FLUP on the east side of Main Street, from Third Street to First Street, to the "Main Street Retail" designation. The applicant has requested a change in zoning from Old Town-Office, which would create an extension of the Broadway Street character and increase the parameters of the downtown core. At the March 2, 2015, Planning & Zoning Commission meeting, the Commission recommended extending the Main Street Retail District from Third Street to Second Street; however, Town staff recommended extending the district to First Street.

Mayor Smith opened the Public Hearings on Item 8 and Item 9.

With no one speaking, Mayor Smith closed the Public Hearings.

Mayor Pro-Tem Miller made a motion to approve a request to amend the Future Land Use Plan, on the east side of Main Street, from Third Street to First Street, from Old Town – Office to Old Town – Main Street Retail. The motion was approved by a vote of 7-0.

Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve a request to rezone 0.8± acre, located on the southeast corner of Main Street and Third Street from Commercial (C) to Downtown Retail (DTR). The motion was approved by a vote of 7-0.

10. Conduct a Public Hearing, and consider and act upon an ordinance rezoning 1.1± acres, located on the north side of Third Street, 200± feet east of Coleman Street from Single Family-15 (SF-15) to Downtown Single Family (DTSF). (Z15-0002). (JW)

Development Services Director John Webb presented this item before the Town Council. The request is to allow the development of five homes on lots to accommodate the redevelopment in the residential areas of the original town, in a district which recognizes the predominance of smaller, 50-foot wide lots. The existing structures will be removed to build the five homes.

Mayor Smith opened the Public Hearing.

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

Deputy Mayor Pro-Tem made a motion and Councilmember Dixon seconded the motion to approve Ordinance No. 15-16 rezoning 1.1± acres, located on the north side of Third Street, 200± feet east of Coleman Street from Single Family-15 (SF-15) to Downtown Single Family (DTSF). The motion was approved by a vote of 7-0.

11. Conduct a Public Hearing, and consider and act upon an ordinance amending 3.5± acres of Planned Development-17 (PD-17), located on the northwest corner of First Street and Preston Road. (Z15-0003). (JW)

Development Services Director John Webb presented this item before the Town Council. This is a limited amendment to PD-17, in that it would amend 3.5 acres of the 17.5-acre PD to accommodate a specific 3-story banking/office building totaling 25,000 square feet, with underground parking, and a drive-through.

Mayor Smith opened the Public Hearing.

Juan Vasquez spoke on behalf of the applicant. He explained that because of grading differences on the property, the building will appear taller on one side than the other. A representative from the bank added that while no landscape plan has been submitted yet, all landscaping will meet or exceed the Town's requirements.

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

Mayor Pro-Tem Miller made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to adopt Ordinance No. 15-17 amending 3.5± acres of Planned Development-17 (PD-17), located on the northwest corner of First Street and Preston Road. (Z15-0003). The motion was approved by a vote of 7-0.

12. Presentation of service plan and first public hearing to consider the annexation of a 18.6± acre tract of land, located on the south side of Prosper Trail, 2,500± feet west of Custer Road. (A15-0001). (AG)

Senior Planner Alex Glushko presented this item before the Town Council. In January of 2015, the Town acquired the 18.6-acre tract of land for Town use as a potential future fire station site as well as park land and facilities. This is the first of two Public Hearings required to be held prior to annexation. Mr. Glushko responded to a question from Council that there is no street connection from the proposed annexed property to the Whitley Place subdivision.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing. No further action was taken.

DEPARTMENT ITEMS:

13. Consider and act upon a resolution accepting the Independent Audit Report and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2014, as presented by Cara Hilbrich of Davis Kinard & Co., PC, Certified Public Accountants. (KG)

Interim Finance Director Kim Galvin introduced Cara Hilbrich of Davis Kinard & Co., PC, Certified Public Accountants, who reviewed the annual Independent Audit Report and Comprehensive Annual Financial Report (CAFR) for the FY 2013-2014. The Town Council was provided with hard copies of the CAFR, and Prosper Economic Development Corporation Financial Statements, and Independent Auditor's Report for FY 2013-2014. Ms. Hilbrich reviewed some highlights of the CAFR, which showed the Town to be in excellent financial standing. The auditors found no conditions

requiring the drafting of a Management Letter for FY 2013-2014, which would indicate any practices or controls that were deemed deficient.

Councilmember Korbuly made a motion and Councilmember Vogelsang seconded the motion to approve Resolution No. 15-18 accepting the Independent Audit Report and Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2014. The motion was approved by a vote of 7-0.

14. EXECUTIVE SESSION:

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

- 14a. *Section 551.087 – To discuss and consider economic development incentives.***
- 14b. *Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.***
- 14c. *Section 551.071 – Consultation with the Town Attorney to receive legal advice related to zoning districts, permitted uses, specific uses and state law requirements related to same, pursuant to Chapter 211 of the Texas Local Government Code, and all matters incident and related thereto.***
- 14d. *Section 551.071 – Consultation with Town Attorney regarding legal issues associated with proposed extraterritorial jurisdiction release, and all matters incident and related thereto.***

The Town Council recessed into Executive Session at 6:52 p.m.

Mayor Smith left the Executive Session at 7:57 p.m.

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

The Town Council reconvened the Regular Session at 8:22 p.m. No action was taken as a result of Executive Session

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

Councilmember Korbuly proposed a joint meeting with the Prosper ISD School Board. Town Attorney Terry Welch proposed that Councilmember Korbuly forward a proposed agenda to Town Secretary Robyn Battle for future consideration by the Town Council.

17. Adjourn.

The meeting was adjourned at 8:27 p.m.

These minutes approved on the 14th day of April, 2015.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

DRAFT



Prosper is a place where everyone matters.

MINUTES

Town Council Work Session
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, March 31, 2015

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

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

Council Members Present:

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

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary
Terrence Welch, Town Attorney
Hulon T. Webb, Jr., Executive Director of Development and Community Services
John Webb, Director of Development Services
Leslie Scott, Library Director
Kim Galvin, Interim Finance Director
Baby Raley, Human Resources Director
Doug Kowalski, Police Chief
Ronnie Tucker, Fire Chief
Stuart Blasingame, Assistant Fire Chief

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.***
- 2c. ***Section 551.071 – Consultation with Town Attorney regarding legal issues associated with proposed extraterritorial jurisdiction release, and all matters incident and related thereto.***

The Town Council recessed into Executive Session at 6:02 p.m.

Mayor Smith left the Executive Session at 6:24 p.m.

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

The Town Council reconvened the Regular Session at 6:48 p.m. No action was taken as a result of Executive Session.

Mayor Smith skipped to Item No. 6.

6. Update on Fire Station No. 2. (RT)

Fire Chief Ronnie Tucker presented this item before the Town Council. Town staff still plans to present the Construction Bid for Town Council's consideration at the April 28 Town Council meeting. Significant cost as been added to the project due to soil analysis requiring unforeseen additional foundational support for the building. Chief Tucker reviewed the anticipated timeline for completion for Fire Station No. 2.

4. Discussion on Town Hall/Multi-Purpose Facility. (HW/KG)

Hulon Webb, Executive Director of Development and Community Services, began this presentation. The Town hired Brinkley Sargent Wiginton Architects to perform a needs assessment that originally projected the Town's space and personnel needs out to the year 2040, but since the Strategic Planning Session in January 2015, the Architectural Firm has narrowed its focus to a projection for 2020. Mr. Webb introduced Hal Sargent of the Architectural Firm who explained the facility options summary, cost comparisons of similar facilities in other cities and towns, and the site concept with options for expansion at the Main Street site.

5. Upcoming bond issue. (KG)

Following Mr. Sargent's presentation, Kim Galvin, Interim Director of Finance, gave a presentation on the forecast for the Town's revenues, expenditures, and fund balance through FY 2018-2019. She then introduced Jason Hughes from FirstSouthwest, the Town's Financial Advisor, who reviewed the Town's proposed Capital Improvement Plan and Series 2015 Issuances. It was determined that the Town Hall/Multi-Purpose Facility could be funded without an increase in the Interest and Sinking tax rate, or the necessity of a bond election.

The Town Council was in general agreement that while they are still concerned with the cost per square foot estimated by the architectural firm, they do feel that the Town is in need of a facility that will meet the immediate needs of the staff and the Town, but also offer flexibility to build a future Town Hall on a different site, perhaps at the Blue Star site, with the potential to convert the Main Street site into a different type of municipal facility in the future. Town staff was directed to move forward with the design of the Town Hall/Multi-Purpose Facility on the Main Street site, with a target size of approximately 35,700 square feet, with options for expansion. The project should have a turnkey budget of approximately \$17 million.

7. Adjourn.

The meeting was adjourned at 8:48 p.m.

These minutes approved on the 14th day of April, 2015.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

DRAFT



PLANNING

To: Mayor and Town Council
From: John Webb, AICP, Director of Development Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – April 14, 2015

Agenda Item:

Consider and act upon an ordinance amending the Future Land Use Plan, on the east side of Main Street, from Third Street to First Street, from Old Town – Office to Old Town – Main Street Retail. (CA15-0001). [*Companion to Case Z15-0001*].

Description of Agenda Item:

On March 24, 2015, the Town Council held a Public Hearing and approved an amendment to the Town's Future Land Use Plan, by a vote of 7-0. Town staff has prepared an ordinance amending the Town's Future Land Use Plan.

Legal Obligations and Review:

The Town Council is required to hold a Public Hearing prior to acting on an amendment to the Future Land Use Plan. A Public Hearing was held, and the Town Council approved the amendment. The attached ordinance is a standard format that was previously approved by the Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends the Town Council adopt an ordinance amending the Town's Future Land Use Plan.

Proposed Motion:

I move to adopt an ordinance amending the Town's Future Land Use Plan.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 15-__**

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING THE FUTURE LAND USE PLAN OLD TOWN INSET MAP OF THE TOWN OF PROSPER'S COMPREHENSIVE PLAN, ORDINANCE NO. 12-21; 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 ("Town Council") has investigated and determined that the Future Land Use Plan Old Town Inset Map of the Town of Prosper ("Prosper") Comprehensive Plan, Ordinance No. 12-21 should be amended; and

WHEREAS, Prosper has complied with all notices and public hearings as required by law; and

WHEREAS, the Town Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Prosper to amend a portion of the Comprehensive Plan 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

Amendment to Prosper's Comprehensive Plan, Ordinance No. 12-21. Future Land Use Plan Old Town Inset Map of the Town of Prosper's Comprehensive Plan, Ordinance No. 12-21, is hereby amended to reflect Old Town – Main Street Retail uses on the east side of Main Street, from First Street to Third Street, and attached hereto as "Exhibit A".

SECTION 3

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 4

Savings/Repealing Clause. Prosper's Comprehensive Plan, Ordinance 12-21, 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 5

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 APRIL, 2015.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Old Town Transportation Plan

Section A: Four lane divided roadway with a landscaped median and a landscaped parkway separating pedestrians from traffic. This section serves as a major entrance into Old Town from the east. No on-street parking.

Section B: Two lane divided boulevard with a large center median containing landscaping. Wide travel lanes allow for bicycle accommodation and a landscaped parkway separates pedestrians from traffic. No on-street parking.

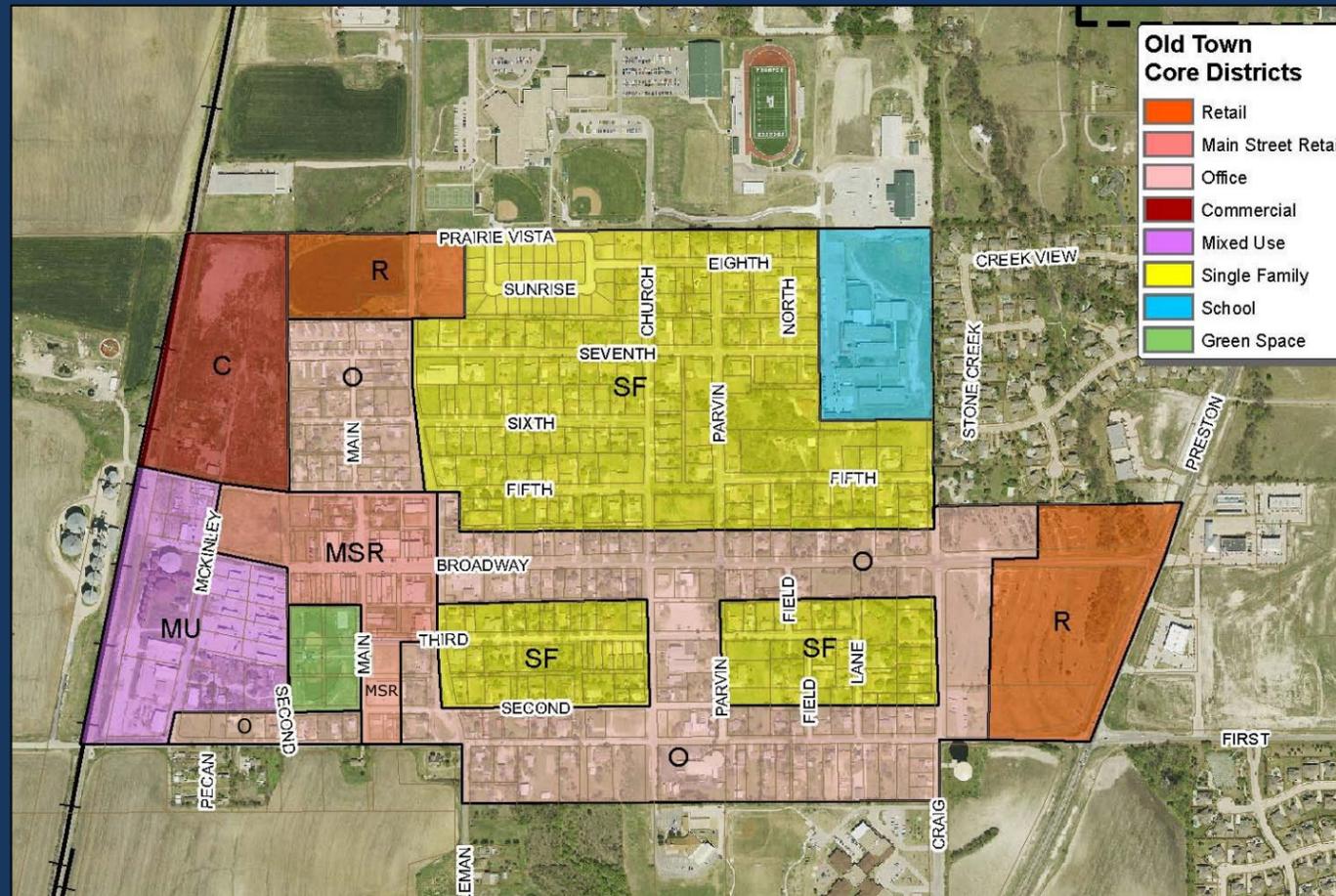
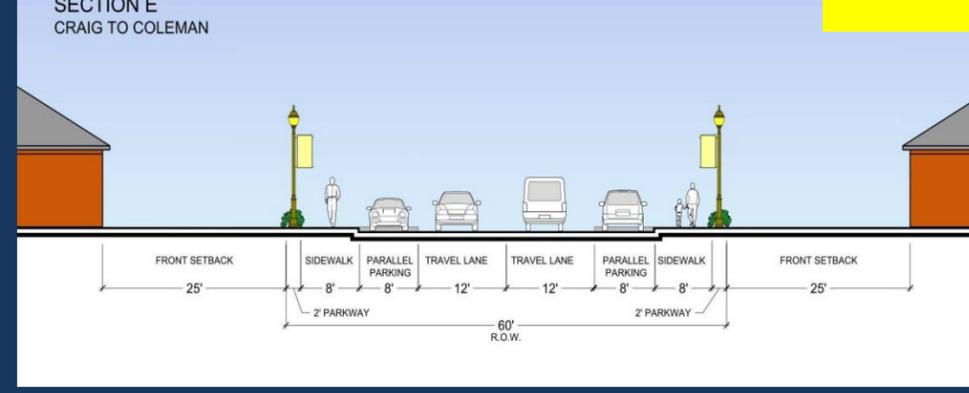
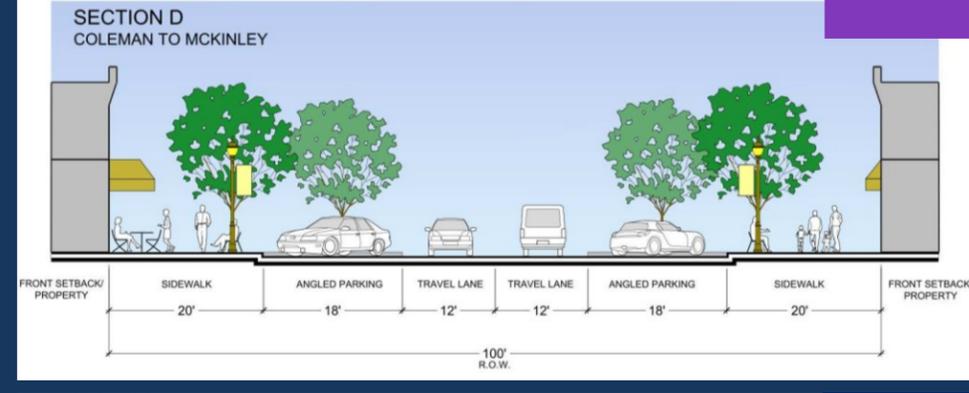
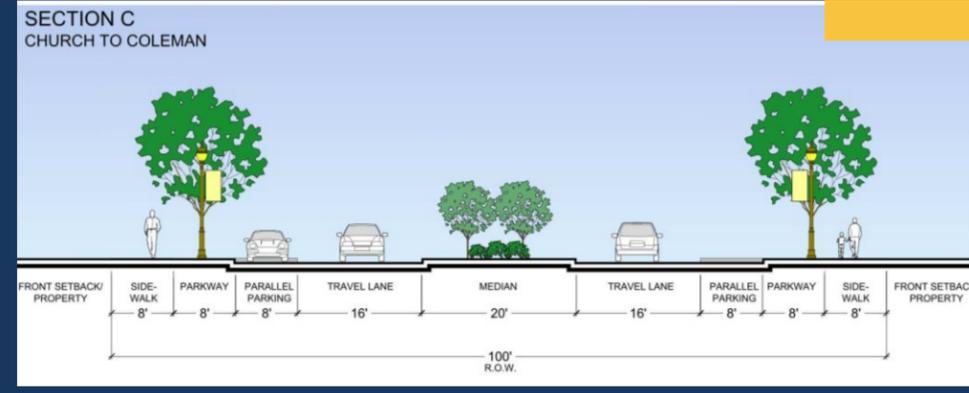
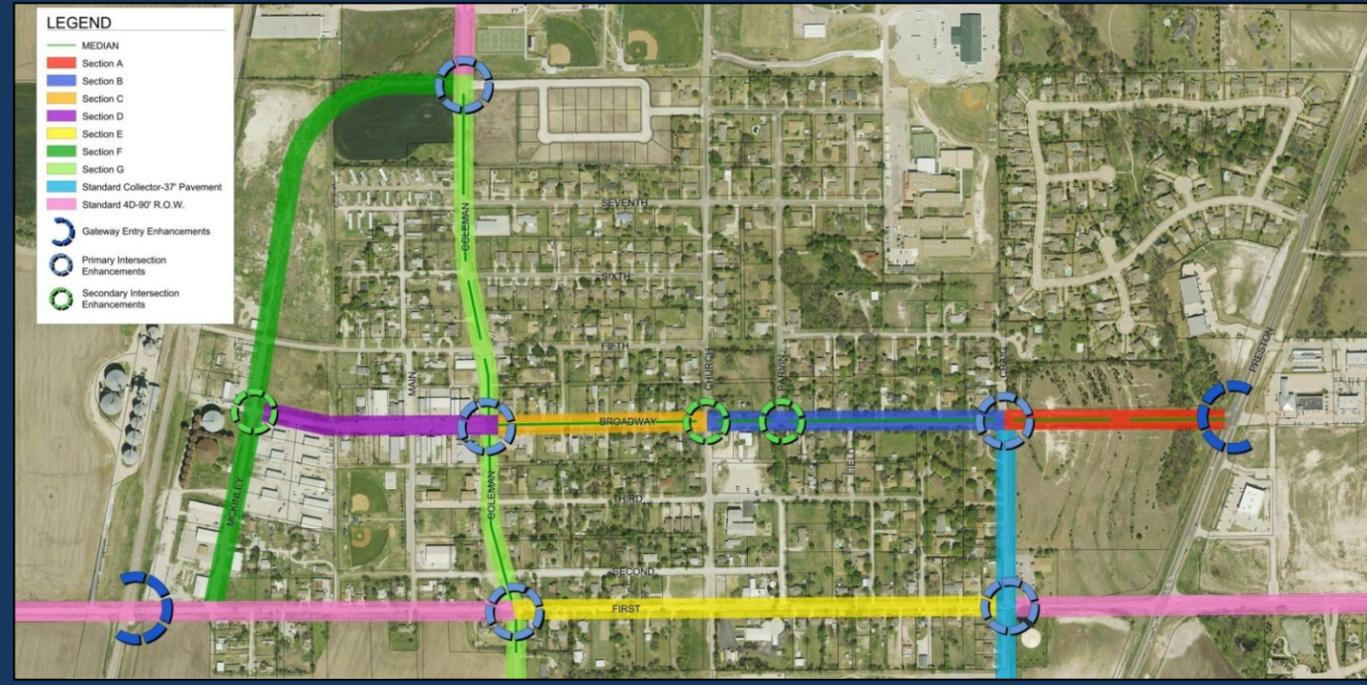
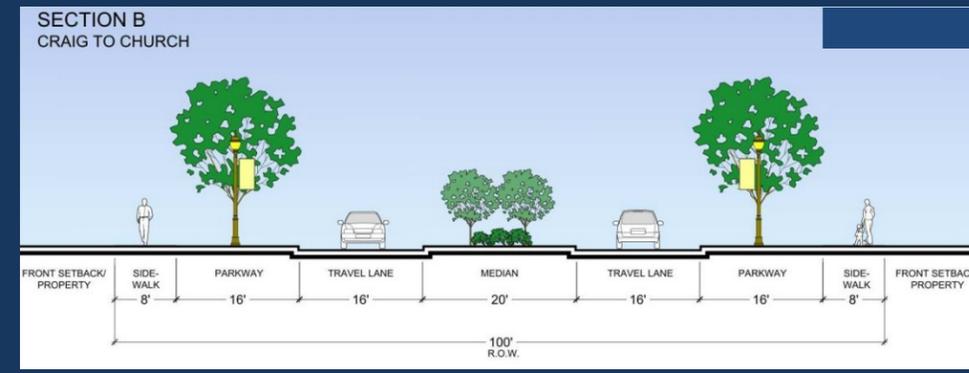
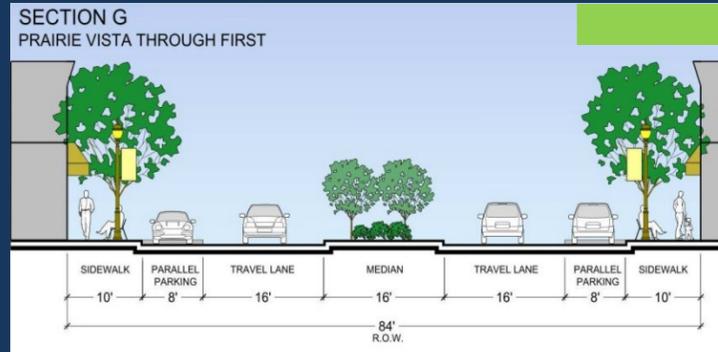
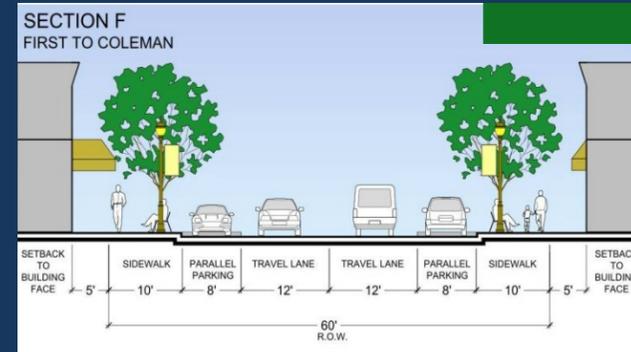
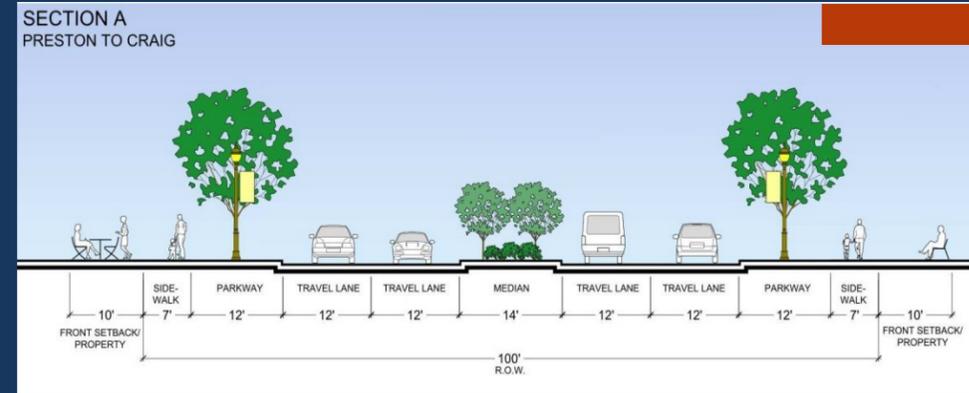
Section C: Two lane divided boulevard with a large center median containing landscaping. On-street parallel parking is permitted and a landscaped parkway separates pedestrians from traffic.

Section D: Two lane undivided urban roadway. Wide 20' sidewalks accommodate patio seating, pedestrian traffic and street trees. On-street angled parking is permitted and bulb-outs are located at intersections to enhance pedestrian visibility at crosswalks.

Section E: Two lane undivided roadway with on-street parallel parking and an immediately adjacent 8' sidewalk. A large private setback of 25' is included.

Section F: Two lane undivided roadway with on-street parallel parking and a 15' sidewalk. 10' of the sidewalk will be located within the right-of-way and the additional 5 feet will be a 5' setback to building face.

Section G: Two lane divided roadway with a center median containing landscaping. On-street parallel parking and a 10' sidewalk are included.



Land Use

The predominant land use within Old Town will be **single-family** residential. All infill development within such areas should conform to the architectural guidelines established for the Old Town district. Such guidelines are created to protect the continuity of look and feel within Old Town.

Along Broadway and First Street, single-family uses will gradually transition to boutique, cottage-style **office** and/or specialty retail uses. Broadway west of Coleman, will be the retail core of the downtown.

Shops, restaurants, and small office uses may be located within the **main street retail** area. This area is intended to be the heart and main activity center of the Old Town Area. As redevelopment occurs, building frontages should be brought to the property line to be consistent with ultimate streetscape improvements.

Adjacent to the retail core, a **mixed-use** district incorporating mixed use lofts/apartments will serve as a buffer between the Business Park and the core of Old Town. This area will also provide rooftops that service adjacent retail establishments.

The **Green space** area will serve as a community park and its location adjacent to the retail core of Old Town and the mixed-use district will make it an opportunistic and useable open space area.

Niche **retail** is recommended along Preston Road and at the northern end of Coleman. Retail development within these areas should fit within the architectural framework of the Old Town area. Setbacks should be reduced, when possible, along Coleman and Broadway to frame the roadways.



PLANNING

To: Mayor and Town Council
From: John Webb, AICP, Director of Development Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – April 14, 2015

Agenda Item:

Consider and act upon an ordinance rezoning 0.8± acre, located on the southeast corner of Main Street and Third Street from Commercial (C) to Downtown Retail (DTR). (Z15-0001). [Companion to case CA15-0001].

Description of Agenda Item:

On March 24, 2015, the Town Council approved zoning case Z15-0001, by a vote of 7-0. Town staff has prepared an ordinance rezoning the property.

Legal Obligations and Review:

The Zoning Ordinance requires that the Town Council hold a Public Hearing before approving a zoning request and adopting an ordinance rezoning property. A Public Hearing was 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 of Brown & Hofmeister, L.L.P.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council adopt an ordinance rezoning 0.8± acre, located on the southeast corner of Main Street and Third Street from Commercial (C) to Downtown Retail (DTR).

Proposed Motion:

I move to adopt an ordinance rezoning 0.8± acre, located on the southeast corner of Main Street and Third Street from Commercial (C) to Downtown Retail (DTR).

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 15-__

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20; REZONING A TRACT OF LAND CONSISTING OF 0.82 ACRE, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, HERETOFORE ZONED COMMERCIAL (C) IS HEREBY AMENDED AND PLACED IN THE ZONING CLASSIFICATION OF DOWNTOWN RETAIL (DTR); 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 TLS Investments, Inc. ("Applicant") to rezone 0.82 acre 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 property containing 0.82 acre 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 Downtown Single Retail (DTR). The Property as a whole and for this zoning classification is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim.

All development plans, standards, and uses for the Property 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.

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 APRIL, 2015.

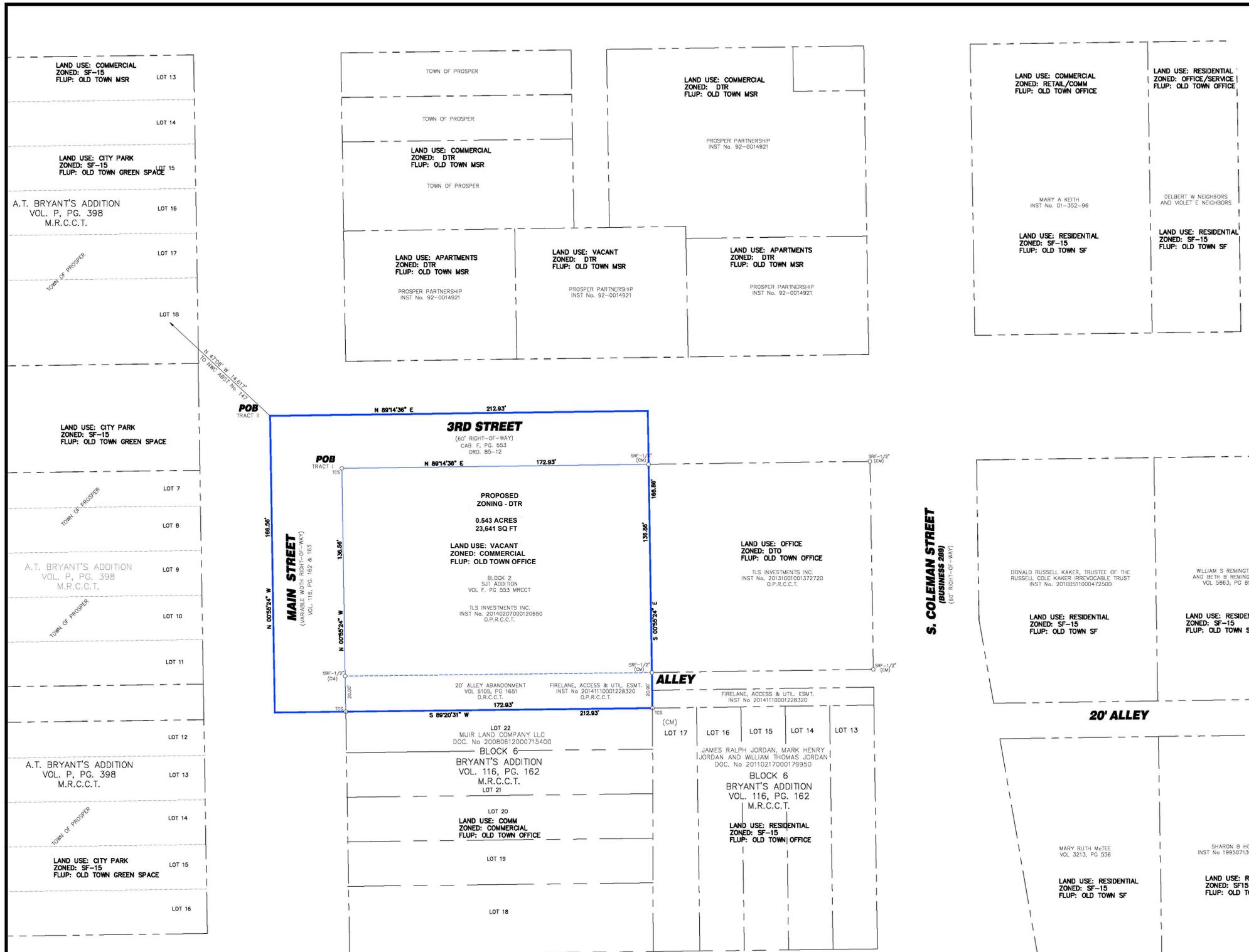
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



LEGAL DESCRIPTION
TRACT I
 BEING all that certain tract of land situated in the Collin County School Land, Survey, Abstract No. 147, in the City of Prosper, Collin County, Texas, being the same tract conveyed in Warranty Deed dated February 7, 2014 by Stam Air, Inc. to TLS Investments, Inc. recorded in Instrument No. 20140207000120650 of the Official Public Records of Collin County, Texas and being portion of Block 2 of SJT Addition, an addition to the City of Prosper, Collin County, Texas according to the plat thereof recorded in Volume F, Page 553 of the Map Records of Collin County, Texas, and a 20 foot Alley abandonment and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with "TerraCorp" cap set for the northwest corner of said Block 2, said point being in the south right-of-way line of 3rd Street (a 60 foot wide right-of-way) and in the east right-of-way line of Main Street (an 80 foot wide right-of-way);

THENCE North 89 degrees 14 minutes 36 seconds East, along the south right-of-way line of said 3rd Street, a distance of 172.93 feet to a 1/2 inch steel rod found for corner;

THENCE South 00 degrees 55 minutes 24 seconds East, over and across said Block 2, passing at 116.86 feet a 1/2 inch steel rod found in the south line of said Block 2 and in the north line of said 20 foot Alley Abandonment, a total distance of 136.86 feet to a 5/8 inch steel rod with "TerraCorp" cap set for corner in the south line of said 20 foot Alley Abandonment;

THENCE South 89 degrees 20 minutes 31 seconds West, along the south line of said 20 foot Alley Abandonment, a distance of 172.93 feet a 5/8 inch steel rod with "TerraCorp" cap set in the east right-of-way line of said Main Street;

THENCE North 00 degrees 55 minutes 24 seconds West, along the east right-of-way line of said Main Street, passing at 20.00 feet a 1/2 inch steel rod found for the southwest corner of said Block 2, a total distance of 136.56 feet to the POINT OF BEGINNING and containing 23,641 square feet and 0.543 acres of land, more or less.

TRACT II
 BEING all that certain tract of land situated in the Collin County School Land, Survey, Abstract No. 147, in the City of Prosper, Collin County, Texas, being the same tract conveyed in Warranty Deed dated February 7, 2014 by Stam Air, Inc. to TLS Investments, Inc. recorded in Instrument No. 20140207000120650 of the Official Public Records of Collin County, Texas and being portion of Block 2 of SJT Addition, an addition to the City of Prosper, Collin County, Texas according to the plat thereof recorded in Volume F, Page 553 of the Map Records of Collin County, Texas, and a 20 foot Alley abandonment and a portion of Main Street and 3rd Street, said tract being more particularly described by metes and bounds as follows:

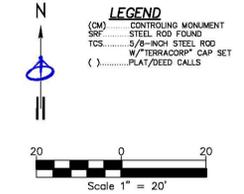
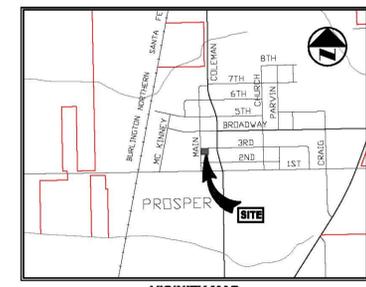
BEGINNING at the intersection of the centerline of 3rd Street (a 60 foot wide right-of-way) and the centerline of Main Street (an 80 foot wide right-of-way);

THENCE North 89 degrees 14 minutes 36 seconds East, along the centerline of said 3rd Street, a distance of 212.93 feet to a 1/2 inch steel rod found for corner;

THENCE South 00 degrees 55 minutes 24 seconds East, over and across said Block 2, passing at 116.86 feet a 1/2 inch steel rod found in the south line of said Block 2 and in the north line of said 20 foot Alley Abandonment, passing at a distance of 136.86 feet to a 5/8 inch steel rod with "TerraCorp" cap set for corner in the south line of said 20 foot Alley Abandonment and continuing for a total distance of 166.86 feet to the Southeast corner of said alley abandonment;

THENCE South 89 degrees 20 minutes 31 seconds West, along the south line of said 20 foot Alley Abandonment, a distance of 172.93 feet a 5/8 inch steel rod with "TerraCorp" cap set in the east right-of-way line of said Main Street then continuing for a total distance of 212.93 feet to a point in the said centerline of Main Street;

THENCE North 00 degrees 55 minutes 24 seconds West, along the said centerline Main Street, for a distance of 166.56 feet to the POINT OF BEGINNING and containing 35,490 square feet and 0.815 acres of land, more or less.



NOTES
 1. Bearings shown hereon are based on NAD83 (GRS96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202) using the Geosack "GeoNet" RTK GPS Network.

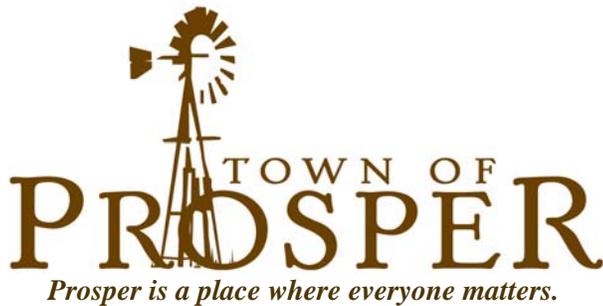
FLOOD NOTE
 According to the F.I.R.M. #48065C0235J this property does lie in "Zone X" and does not lie within the 100-year flood zone.

Z15-0001
 EXHIBIT A
 A PORTION OF
**BLOCK 2, SJT ADDITION
 & BRYANT'S 1ST ADDITION
 LOT 22A, BLOCK 6**

AND BEING SITUATED IN THE
 COLLIN COUNTY SCHOOL LAND SURVEY,
 ABSTRACT No. 147
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

TLS INVESTMENTS, INC.
 861 N. Coleman
 P.O. Box 129
 Prosper, TX 75078

TerraCorp Associates LLC
 3960 Broadway Blvd. Ste 236
 Garland, TX 75043
 ph. 972-805-4529, fax 972-805-4527
 www.terracorpssurvey.com



ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

Agenda Item:

Consider and act upon a resolution of the Town of Prosper, Texas, authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining sanitary sewer easements, consisting of approximately 5 acres of property, situated generally in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County and Denton County, Texas, necessary for the construction of the Town's West Prosper Sanitary Sewer Extension project, and for other public purposes permitted by law.

Description of Agenda Item:

Over the last few months, the Town of Prosper has been coordinating with Matthews Southwest on the extension of the recently completed Westside Sanitary Sewer Line from Legacy Drive to serve developments along US 380, including Toyota and Texas Health Resources. Throughout this process, Matthews Southwest has worked to acquire the offsite easements necessary to construct the sanitary sewer line. With the likelihood of not all of the easements being dedicated, staff is requesting the authority to pursue eminent domain on any easements not dedicated for the West Prosper Sanitary Sewer Extension project.

Attached Documents:

1. Resolution

Legal Obligations and Review:

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

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the use of the power of eminent domain to acquire sanitary sewer easements, consisting of approximately 5 acres of property, situated generally in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County and Denton County, Texas, necessary for the construction of the Town's West Prosper Sanitary Sewer Extension project.

Proposed Motion:

I move that the Town of Prosper authorize the use of the power of eminent domain to acquire sanitary sewer easements, consisting of approximately 5 acres of property, situated generally in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County and Denton County, Texas, necessary for the construction of the Town's West Prosper Sanitary Sewer Extension project.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 15-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE NECESSITY TO ACQUIRE APPROXIMATELY 5 ACRES OF PROPERTY FOR SANITARY SEWER EASEMENT PURPOSES AS PART OF THE TOWN'S WEST PROSPER SANITARY SEWER EXTENSION PROJECT, AND SITUATED GENERALLY IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, TOWN OF PROSPER, COLLIN COUNTY AND DENTON COUNTY, TEXAS; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITION; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE TOWN ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that approximately 5 acres of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County and Denton County, Texas (the "Easement Property"), and more particularly described and depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, is appropriate for use for sanitary sewer easement purposes, and that there exists a public necessity to acquire the Easement Property for the construction of the Town of Prosper's West Prosper Sanitary Sewer Extension Project, which is a public use; and

WHEREAS, the Town Council desires to acquire the Easement Property for this governmental and public use in conjunction with the Town of Prosper's West Prosper Sanitary Sewer Extension Project; and

WHEREAS, the Town Council desires that the Town Manager, or his designee, take all necessary steps to acquire the Easement Property for sanitary sewer easement purposes including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the Town Attorney, or his designee, negotiate the purchase of the Easement Property for sanitary sewer easement purposes, and if unsuccessful in purchasing the Easement Property for sanitary sewer easement purposes, to institute condemnation proceedings to acquire these required property interests.

NOW, THEREFORE, BE IT RESOLVED 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, Texas, and they are hereby approved and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2

The Town Council hereby finds and determines that a public use and necessity exists for the Town of Prosper, Texas, to acquire the Easement Property for the construction of the sanitary sewer line, as part of the Town of Prosper's West Prosper Sanitary Sewer Extension Project, which is deemed necessary for construction of the sanitary sewer line.

SECTION 3

The Town Manager, or his designee, is authorized and directed to negotiate for and to acquire the Easement Property for sanitary sewer easement purposes, for the Town of Prosper, Texas, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the Easement Property for sanitary sewer easement purposes including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4

The Town Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Easement Property for sanitary sewer easement purposes, and, as such, the Town Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the Town Council for such purpose. The Town Manager is specifically authorized to establish the just compensation for the acquisition of the Easement Property. If the Town Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the Town Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Easement Property for sanitary sewer easement purposes.

SECTION 5

This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 14TH DAY OF APRIL, 2015.

Ray Smith, Mayor

ATTEST:

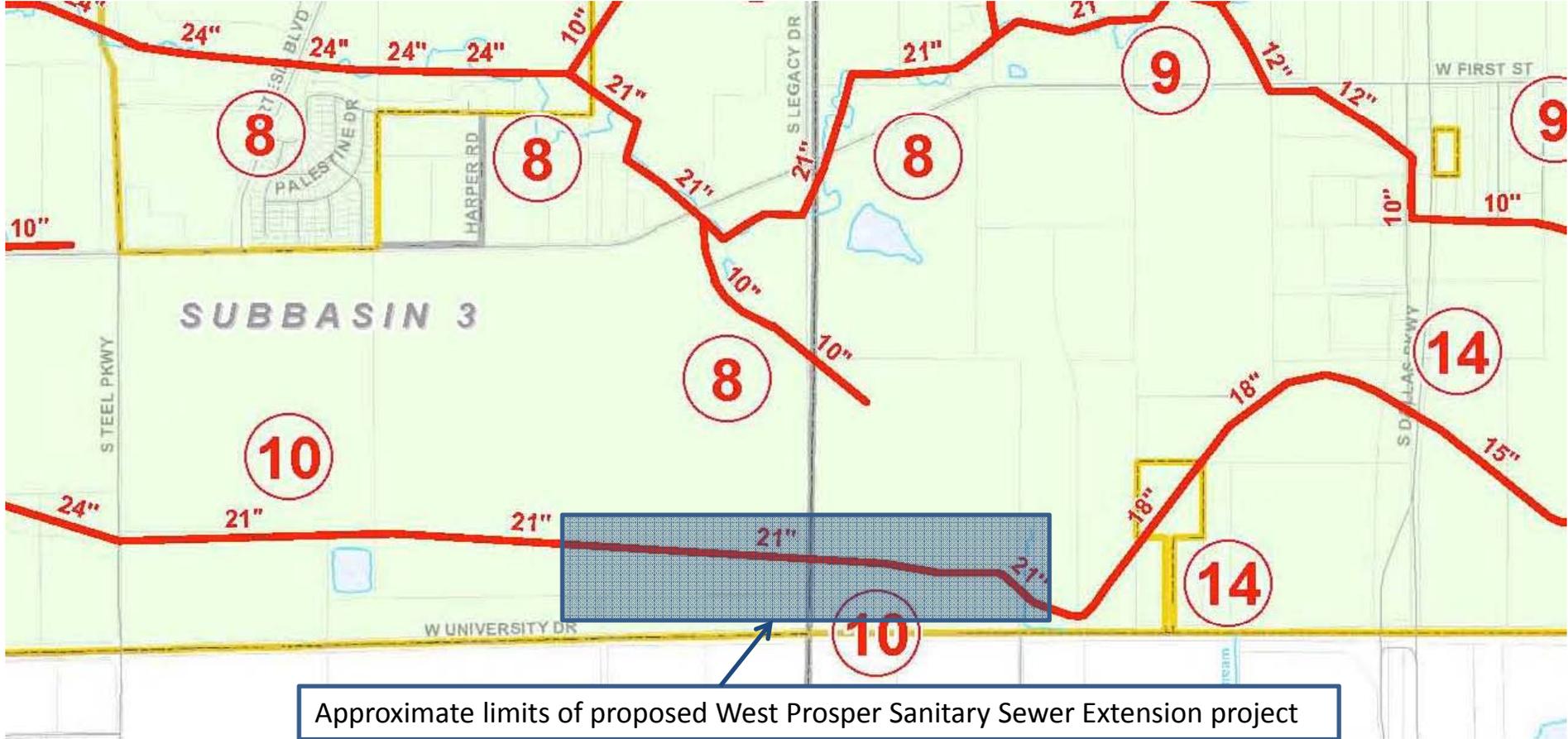
Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

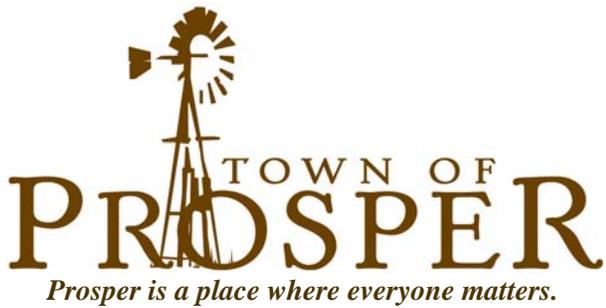
Terrence S. Welch, Town Attorney

Exhibit A

Depiction and/or Description of the Easement Property



Approximate limits of proposed West Prosper Sanitary Sewer Extension project



PLANNING

To: Mayor and Town Council

From: Alex Glushko, AICP, Senior Planner

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

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 preliminary site plans and site plans acted on by the Planning & Zoning Commission at their April 7, 2015, 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 preliminary site plan or site plan acted on by the Planning & Zoning Commission.

Attached Documents:

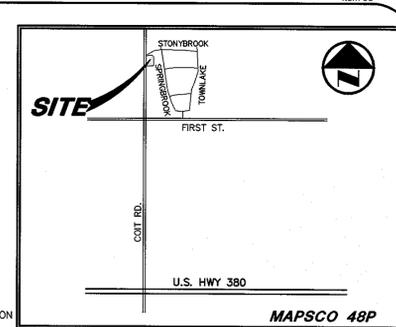
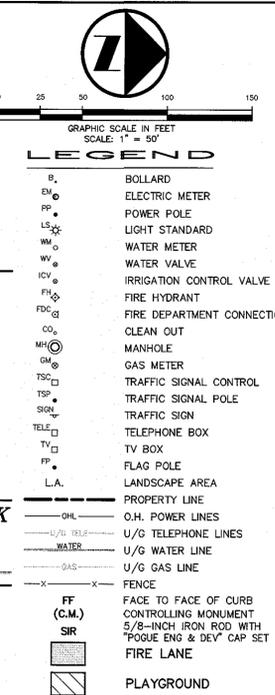
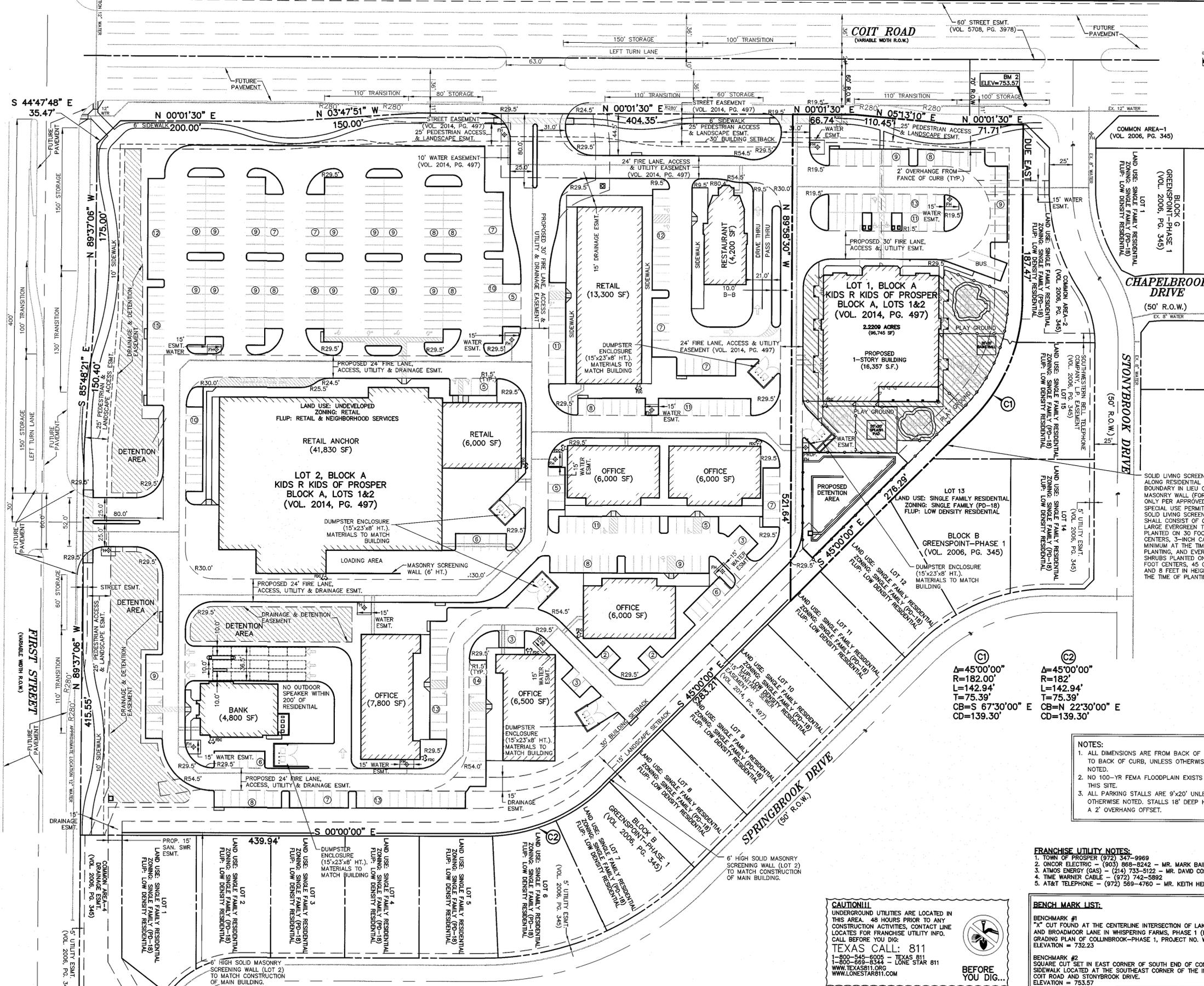
1. Preliminary Site Plan for the Kids R Kids Addition
2. Site Plan for Kids R Kids

Town Staff Recommendation:

Town staff recommends that the Town Council take no action on these items.

W93AHAM 03/20/2015 - 5:10PM
 N. LACES\1500-1599\1575-14-073-MRK-CIVILS-PROSPER\03-14-073-073-PRELIMINARY SITE PLAN.DWG
 © POGUE ENGINEERING & DEVELOPMENT COMPANY, INC. 2015. ALL RIGHTS RESERVED. THE ENGINEERING DESIGN, DETAIL AND ENGINEERING DRAWINGS FOR THIS PROJECT AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF POGUE ENGINEERING & DEVELOPMENT COMPANY, INC. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY POGUE ENGINEERING & DEVELOPMENT COMPANY, INC.

KIDS R KIDS



VICINITY MAP
NOT TO SCALE

SITE DATA SUMMARY TABLE

ITEM	LOT 1	LOT 2
ZONING	RETAIL/ SUP	RETAIL
PROPOSED USE	DAY CARE	RETAIL, BANK, OFFICE, RESTAURANT & BANK
LOT AREA (SF/ACRES) (GROSS)	98,012/2.2500	555,779/12.7589
LOT AREA (SF/ACRES) (NET)	96,745/2.2210	551,633/12.6638
PROPERTY LINE	96.745	104,030
OPEN SPACE AREA REQUIRED (LOT SF * 7%)	6,772	7,280
OPEN SPACE AREA PROVIDED	7,465	9
BUILDING (SF)	10,357	42 SPACES (4,200/100)
BUILDING HT (FT/STORIES)	28/1	93 SPACES (32,300/350)
LOT COVERAGE (%)	16.7%	14 SPACES (4,800/350)
FLOOR AREA RATIO	0.17:1	394 SPACES
* PARKING PROVIDED	48	562
(1/10 STUDENTS + 1/TEACHER)	50	17
PARKING PROVIDED	3	398,838 SF
HANDICAPPED PARKING REQUIRED	3	
HANDICAPPED PARKING PROVIDED	3	
IMPERVIOUS AREA (SF)	51,898 SF	
*PLAY AREA REQ'D. (65 SF/STUDENT)	17,810 SF	
PLAY AREA PROVIDED	17,859 SF	

* BASED ON 274 STUDENTS & 20 TEACHERS

SITE DATA SUMMARY TABLE

ITEM	LOT 1	LOT 2
ZONING	RETAIL	RETAIL
PROPOSED USE	DAY CARE	RETAIL, BANK, OFFICE, RESTAURANT & BANK
LOT AREA (SF/ACRES) (GROSS)	98,012/2.2500	555,779/12.7589
LOT AREA (SF/ACRES) (NET)	96,745/2.2210	551,633/12.6638
PROPERTY LINE	96.745	104,030
OPEN SPACE AREA REQUIRED (LOT SF * 7%)	6,772	7,280
OPEN SPACE AREA PROVIDED	7,465	9
BUILDING (SF)	10,357	42 SPACES (4,200/100)
BUILDING HT (FT/STORIES)	28/1	93 SPACES (32,300/350)
LOT COVERAGE (%)	16.7%	14 SPACES (4,800/350)
FLOOR AREA RATIO	0.19:1	394 SPACES
LOT AREA (SF)	551,637	562
OPEN SPACE AREA REQUIRED (LOT SF * 7%)	38,614	17
OPEN SPACE AREA PROVIDED	66,669	398,838 SF
RETAIL PARKING REQUIRED (1 PER 250 SF)	245 SPACES (61,300/250)	
RESTAURANT PARKING REQUIRED (1 PER 100 SF)	42 SPACES (4,200/100)	
OFFICE PARKING REQUIRED (1 PER 350 SF)	93 SPACES (32,300/350)	
BANK PARKING REQUIRED (1 PER 350 SF)	14 SPACES (4,800/350)	
TOTAL PARKING PROVIDED	394 SPACES	
PARKING PROVIDED	562	
HANDICAPPED PARKING REQUIRED	17	
HANDICAPPED PARKING PROVIDED	17	
IMPERVIOUS AREA (SF)	398,838 SF	

PROSPER SITE PLAN NOTES

- Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.
- Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
- Outdoor lighting shall conform with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.
- Landscaping shall conform to landscape plans approved by the town.
- All elevations shall comply with the standards contained within the Comprehensive Zoning Ordinance.
- Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
- Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
- Two points of access shall be maintained for the property at all times.
- Speed bumps/humps are not permitted within a fire lane.
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- All signage is subject to Building Official approval.
- All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
- All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- Sidewalks of not less than six (6) feet in width along thoroughfares and five (5) feet 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 in 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.
- No 100-year flood plain exists on the site.
- ALL DETENTION PONDS SHALL BE AMENITIZED.

NOTES:

- ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB, UNLESS OTHERWISE NOTED.
- NO 100-YR FEMA FLOODPLAIN EXISTS ON THIS SITE.
- ALL PARKING STALLS ARE 9'x20' UNLESS OTHERWISE NOTED. STALLS 18' DEEP HAVE A 2' OVERHANG OFFSET.

FRANCHISE UTILITY NOTES:

- TOWN OF PROSPER (972) 347-9969
- ONCOR ELECTRIC - (905) 868-8242 - MR. MARK BAILEY
- AT&T ENERGY (940) 733-5122 - MR. DAVID COCKER
- TIME WARNER CABLE - (972) 742-5892
- AT&T TELEPHONE - (972) 569-4760 - MR. KEITH HELM

BENCH MARK LIST:

BENCHMARK #1
"X" CUT FOUND AT THE CENTERLINE INTERSECTION OF LAKEVIEW COURT AND BROADMOOR LANE IN WHISPERING FARMS, PHASE 1 (BM 2 PER GRADING PLAN OF COLLINBROOK-PHASE 1, PROJECT NO. WL 002), ELEVATION = 732.23

BENCHMARK #2
SQUARE CUT SET IN EAST CORNER OF SOUTH END OF CONCRETE SIDEWALK LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF COIT ROAD AND STONYBROOK DRIVE. ELEVATION = 753.57

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.

TEXAS CALL: 811
1-800-545-6005 - TEXAS 811
1-800-868-8344 - LONE STAR 811
WWW.TEXAS811.ORG
WWW.LONESTAR811.COM



BEFORE YOU DIG...

NO.	DATE	REVISION / DESCRIPTION
DESIGN	DRAWN	DATE
AWS	MLM	03-03-2015
		PI NUMBER
		1575-14-073

OWNER/APPLICANT
NASHAR GROUP, LLC
6644 JAMESTOWN RD.
FRISCO, TX 75035

PROJECT INFORMATION
KIDS R KIDS
BLOCK A, LOT 1, KIDS R KIDS OF PROSPER ADDITION
TOWN OF PROSPER, TEXAS
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
PROPOSED USE: DAY CARE
ZONING: RETAIL/COMMERCIAL

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ARLYN W. SAMUELSON, PE 36871 ON 02-02-2015. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRELIMINARY FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

Engineer: ARLYN W. SAMUELSON, PE
P.E. No.: 36871
Date: 02-02-2015

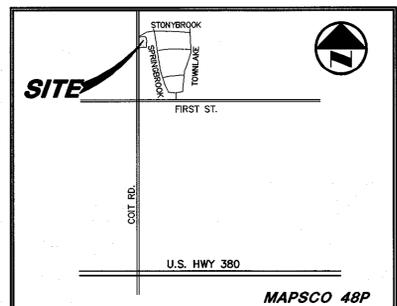
POGUE
ENGINEERING & DEVELOPMENT COMPANY, INC.

1512 GRAY CENTRAL DRIVE SUITE 100
MCKINNEY, TEXAS 75069
TX BOARD PROF. ENGINEERS, CERT. # 000481; TX BOARD PROF. LAND SURVEYING, CERT. 100421-00

(214) 544-8880 PHONE
(214) 544-8882 FAX
www.PogueEngineering.com

PRELIMINARY SITE PLAN
KIDS R KIDS
BLOCK A, LOT 1, KIDS R KIDS OF PROSPER ADDITION
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, TEXAS

SHEET NO. P5P



VICINITY MAP NOT TO SCALE



GRAPHIC SCALE IN FEET SCALE: 1" = 30'

LEGEND

- Legend items: BOLLARD, ELECTRIC METER, POWER POLE, LIGHT STANDARD, WATER METER, WATER VALVE, IRRIGATION CONTROL VALVE, FIRE HYDRANT, FIRE DEPARTMENT CONNECTION, CLEAN OUT, MANHOLE, GAS METER, TRAFFIC SIGNAL CONTROL, TRAFFIC SIGNAL POLE, TRAFFIC SIGN, TELEPHONE BOX, TV BOX, FLAG POLE, LANDSCAPE AREA, PROPERTY LINE, O.H. POWER LINES, U/G TELEPHONE LINES, U/G WATER LINE, U/G GAS LINE, FENCE, (C.M.) CONTROLLING MONUMENT, SIR, FIR, FIRE LANE, PLAYGROUND AREA.

SITE DATA SUMMARY TABLE

Table with 2 columns: ITEM and LOT 1. Rows include ZONING, PROPOSED USE, LOT AREA (SF/ACRES) (GROSS), LOT AREA (SF/ACRES) (NET), BUILDING HT (FT/STORIES), LOT COVERAGE (%), FLOOR AREA RATIO, PARKING REQUIRED, HANDICAPPED PARKING REQUIRED, IMPERVIOUS AREA (SF), OPEN SPACE PROVIDED (7%), OPEN SPACE PROVIDED (SF), PLAY AREA REQ'D. (65 SF/STUDENT), PLAY AREA PROVIDED.

* BASED ON 274 STUDENTS & 20 TEACHERS

NOTE: ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB, UNLESS OTHERWISE NOTED.

NO EXISTING TREES ON THIS SITE.

ADA ROUTE NOTE: MAXIMUM SLOPE FOR ALL ADA PATHS 5% MAX. CROSS FALL IS 2% FOR THE FIRST FIVE FEET FROM THE DOOR. A 2% SLOPE (MAX.) MUST BE MAINTAINED.

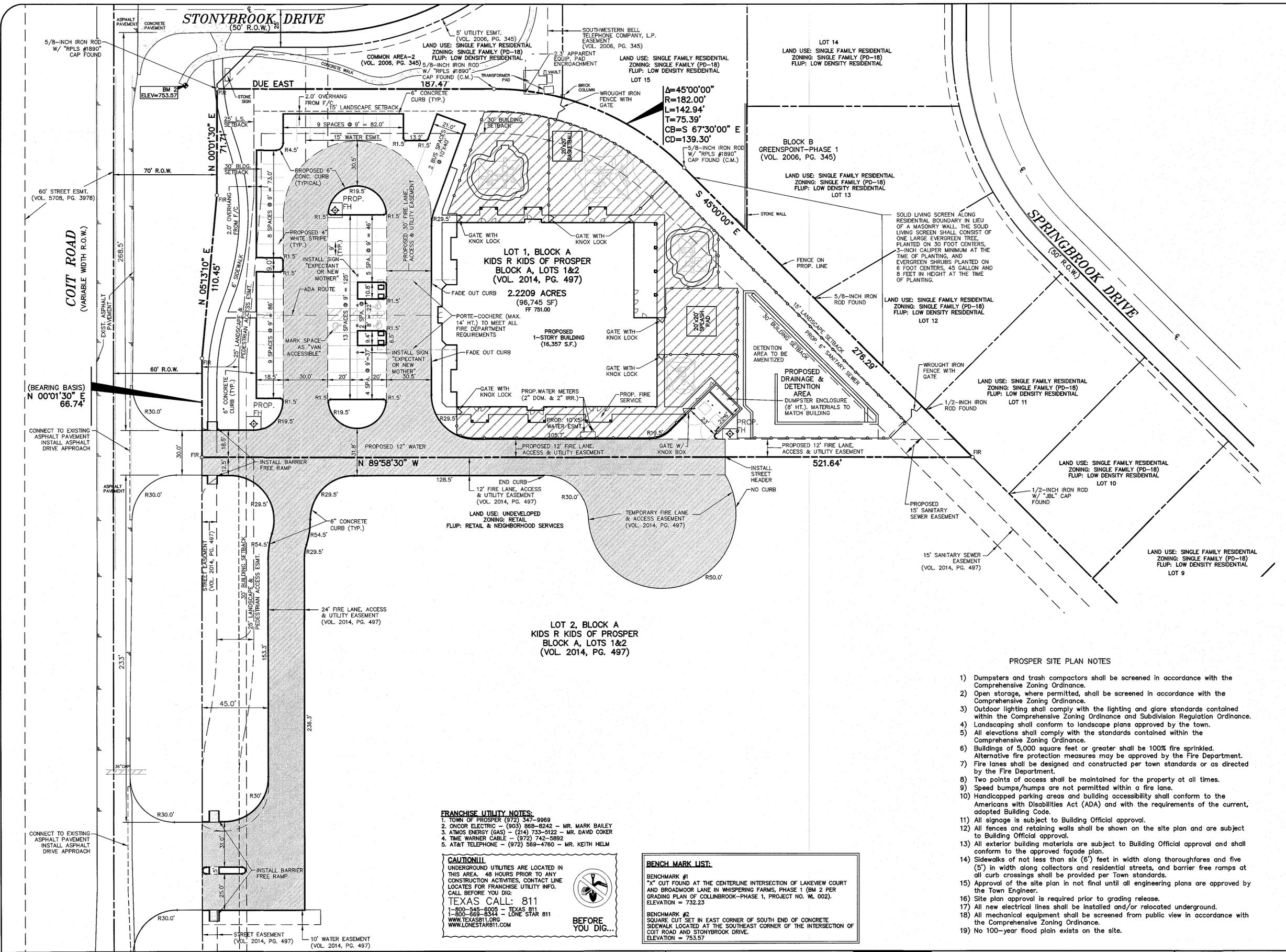
PROSPER SITE PLAN NOTES

- 1) Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.
2) Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
3) Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.
4) Landscaping shall conform to landscape plans approved by the town.
5) All elevations shall comply with the standards contained within the Comprehensive Zoning Ordinance.
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7) Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
8) Two points of access shall be maintained for the property at all times.
9) Speed bumps/humps are not permitted within a fire lane.
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11) All signage is subject to Building Official approval.
12) All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
14) Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
15) Approval of the site plan in final until all engineering plans are approved by the Town Engineer.
16) Site plan approval is required prior to grading release.
17) All new electrical lines shall be installed and/or relocated underground.
18) All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
19) No 100-year flood plain exists on the site.

FRANCHISE UTILITY NOTES:
1. TOWN OF PROSPER (972) 347-9969
2. ONCOR ELECTRIC - (903) 868-8242 - MR. MARK BAILEY
3. ATMOS ENERGY (GAS) - (214) 733-5122 - MR. DAVID COKER
4. TIME WARNER CABLE - (972) 742-5892
5. AT&T TELEPHONE - (972) 568-4760 - MR. KEITH HELM

CAUTION!! UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG. TEXAS CALL: 811 1-800-545-6005 - TEXAS 811 1-800-869-8344 - LONE STAR 811 WWW.TEXAS811.ORG WWW.LONESTAR811.COM BEFORE YOU DIG...

BENCHMARK LIST: BENCHMARK #1 'X' OUT FOUND AT THE CENTERLINE INTERSECTION OF LAKEVIEW COURT AND BROADMOOR LANE IN WHISPERING FARMS, PHASE 1 (BM 2 PER GRADING PLAN OF COLLINBROOK-PHASE 1, PROJECT NO. WL 002). ELEVATION = 732.23 BENCHMARK #2 SQUARE CUT SET IN EAST CORNER OF SOUTH END OF CONCRETE SIDEWALK LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF COIT ROAD AND STONYBROOK DRIVE. ELEVATION = 753.57



OWNER/APPLICANT NASHAR GROUP, LLC 6644 JAMESTOWN RD. FRISCO, TX 75035

PROJECT INFORMATION KIDS R KIDS BLOCK A, LOT 1, KIDS R KIDS OF PROSPER ADDITION TOWN OF PROSPER, TEXAS WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895 PROPOSED USE: DAY CARE ZONING: RETAIL/COMMERCIAL

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ARLIN W. SAMUELSON, P.E. 08/27/11 ON 02-22-10B. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRELIMINARY FOR INTERIM REVIEW ONLY NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES. Engineer: ARLIN W. SAMUELSON, P.E. P.E. No.: 08871 Date: 02-22-10B

POGUE ENGINEERING & DEVELOPMENT COMPANY, INC. 1512 BRAY CENTRAL DRIVE SUITE 100 MCKINNEY, TEXAS 75069 TX BOARD PROF. ENGINEERS, CERT. #000481; TX BOARD PROF. LAND SURVEYING, CERT. 100421-00

SITE PLAN KIDS R KIDS BLOCK A, LOT 1, KIDS R KIDS OF PROSPER ADDITION WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895 TOWN OF PROSPER, TEXAS

SHEET NO. C1.01

WSR/HAM 02/12/2015 - 2:58PM N:\ADDS\1500-1598\1575-14-073-SITE PLAN.DWG © POE ENGINEERING & DEVELOPMENT COMPANY, INC. 2015. ALL RIGHTS RESERVED. THE ENGINEERING DESIGN, SURVEY AND ENGINEERING DRAWINGS FOR THIS PROJECT AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF POE ENGINEERING & DEVELOPMENT COMPANY, INC. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY POE ENGINEERING & DEVELOPMENT COMPANY, INC.

Table with 4 columns: NO., DATE, REVISION / DESCRIPTION, PI NUMBER. Rows include DESIGN, DRAWN, DATE, PI NUMBER.



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to amend the Future Land Use Plan located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Low Density Residential to Medium Density Residential. (CA15-0003). [*Companion to case Z14-0016*].

Description of Agenda Item:

Town staff has received a request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5), Zoning Case #Z14-0016. To consider a rezoning request that does not conform to the Future Land Use Plan, an amendment to the Future Land Use Plan must be considered. A letter from the applicant detailing the basis for the request is attached.

The applicant is proposing to amend the Future Land Use Plan from Low Density Residential to Medium Density Residential, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway. The Low Density Residential District recommends a maximum density of 1.6 dwelling units per acre, with single family residential lot sizes ranging between 15,000 square feet and 1+ acre in size. The Medium Density Residential District recommends a maximum density of 2.5 dwelling units per acre, with single family residential lot sizes ranging between 12,500 square feet and 20,000 square feet in size. Staff feels that there is adequate opportunity to meet the recommendations of the Comprehensive Plan and recommends denial of the amendment to the Future Land Use Plan.

Legal Obligations and Review:

The Town Council is required to hold a Public Hearing prior to acting on an amendment to the Future Land Use Plan.

Attached Documents:

1. Existing and Proposed Future Land Use Plan
2. Letter requesting Future Land Use Plan amendment.
3. Page 29 of the Comprehensive Plan

Planning & Zoning Commission Recommendation:

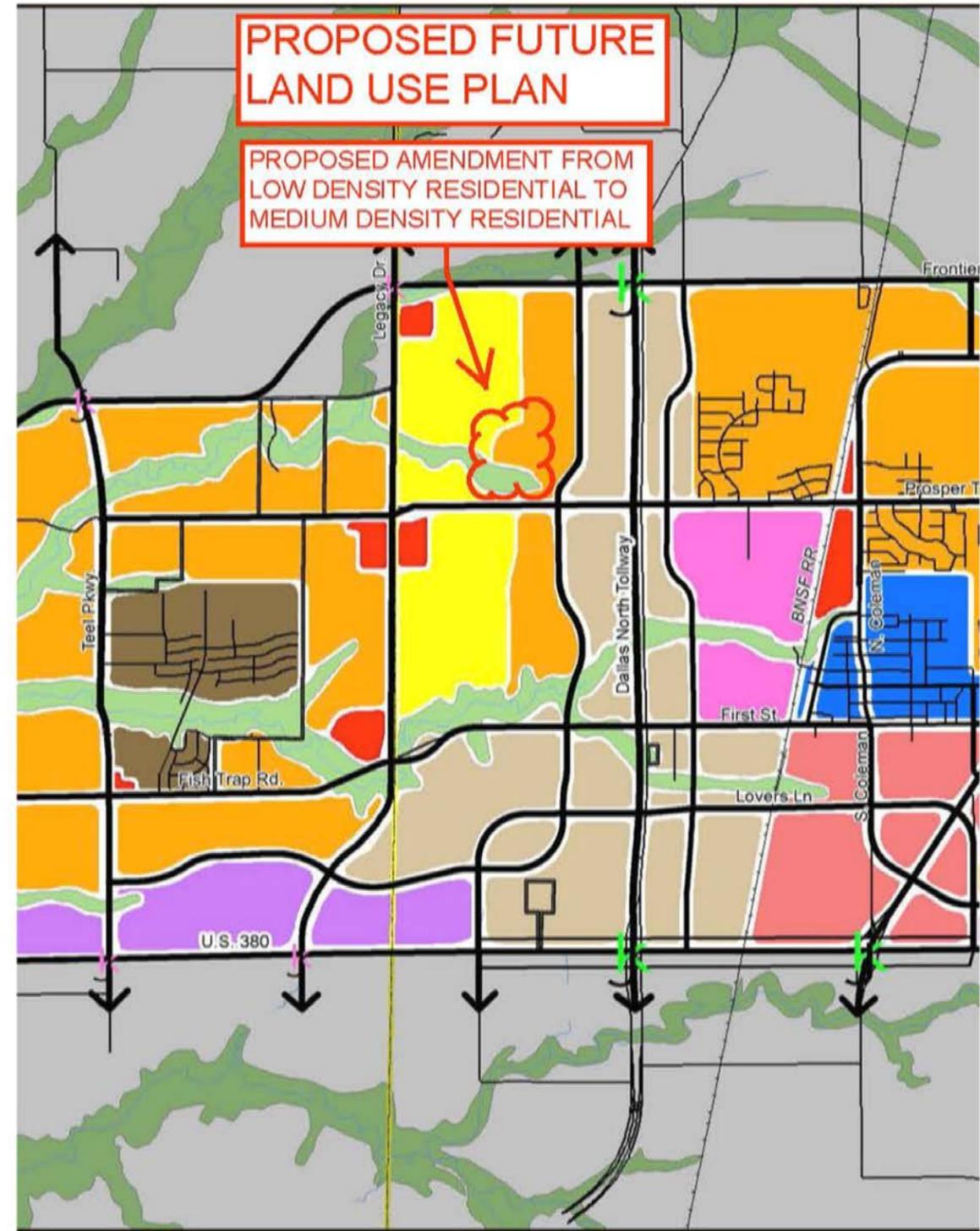
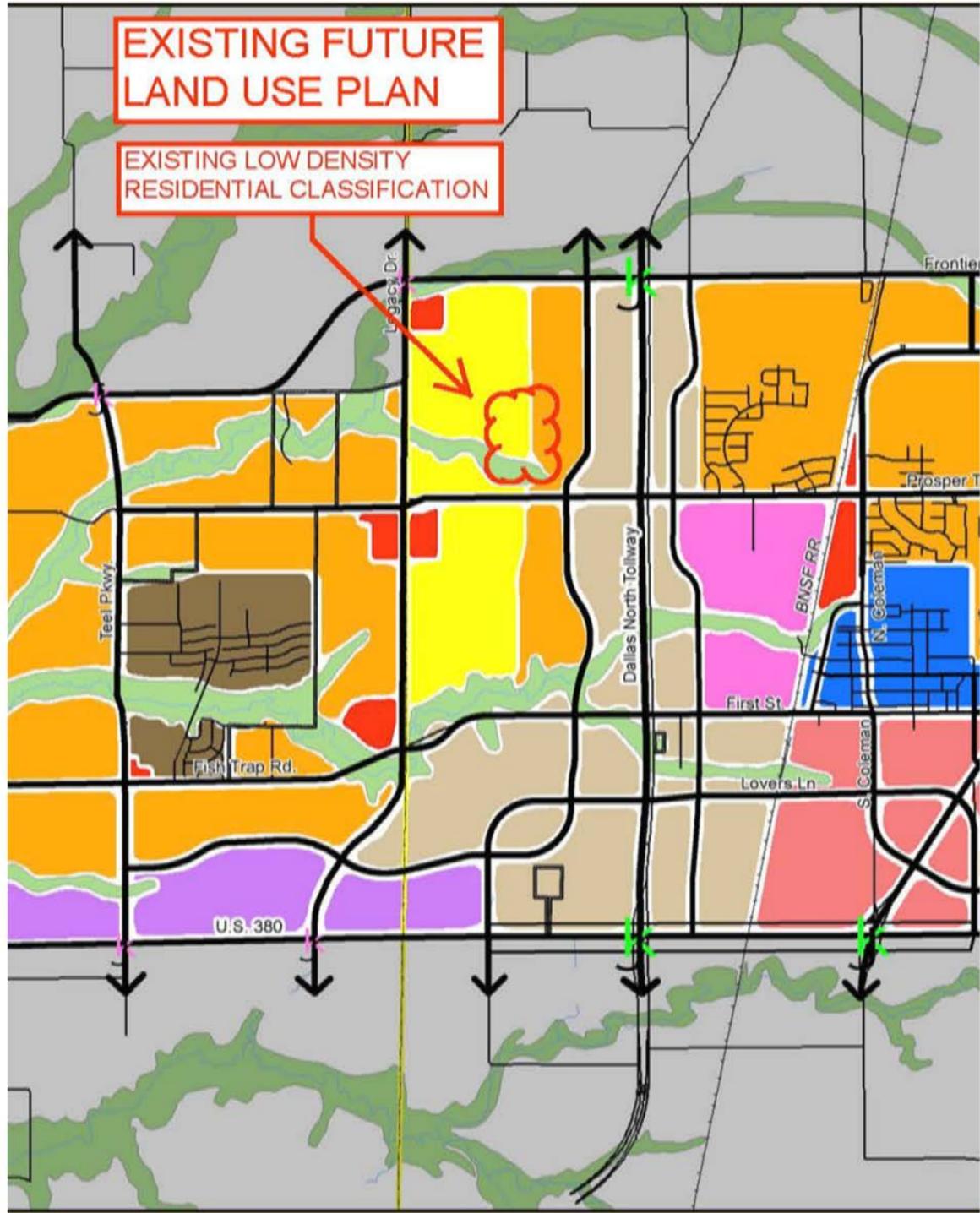
At the April 7, 2015, meeting, the Planning & Zoning Commission recommended the Town Council approve the Future Land Use Plan amendment, by a vote of 5-2. Commissioners Snyder and Hema voted in opposition, indicating that a deviation from the existing Future Land Use Plan is not warranted; there is an adequate ability to achieve the recommendations of the Future Land Use Plan; and, there is not a compelling basis to change the Future Land Use Plan.

Town Staff Recommendation:

Town staff recommends the Town Council deny the Future Land Use Plan amendment.

Proposed Motion:

I move to deny the Future Land Use Plan amendment.



March 31, 2015

Alex Glushko, AICP
Senior Planner
Development Services
Town of Prosper
P.O. Box 307
Prosper, TX 75078

Re: Case Z14-0016

Dear Alex,

Please accept this letter as our official request to amend the Town's Comprehensive Land Use Plan for the property associated with the above-referenced zoning case from Low-Density Residential to a Medium Density Residential classification. The purpose of the amendment is to allow the proposed rezoning to be in compliance with the Town's Comprehensive Plan.

The property that is subject to this request is located immediately adjacent to a Medium Density Residential classification and we are asking that this dividing line be moved approximately 630 feet to the west to include this property. We are proposing to rezone this property to allow for lots ranging in size from 12,500 square feet to 15,981 square feet. Eight of the proposed lots are over 15,000 square feet in area. We believe that this request is reasonable, as it will serve as a transition area for the property zone for 10,000 square foot lots to our north and east and the property zoned for 15,000 square foot lots to the west. The width of the lots in this property are set based on the approved development for our parent tract to the north as that preliminary plat and zoning exhibit shows streets dead ending into this property.

Thank you very much for your help with this matter. If you have any questions or require any additional information, please do not hesitate to contact me.

With kind regards,

Robert Baldwin

COMMUNITY CHARACTER

Land Use Types

Residential Low Density

This land use is indicative of large-lot single-family homes. Typically speaking, lot sizes within any low density development will range between 15,000 square feet and 1+ acre in size. While a variety of lot sizes may be used, the total gross density of low density residential neighborhoods should not exceed 1.6 dwelling units per acre. Large-lot homes will provide a continuation of the rural atmosphere and feel that was intensely expressed by Prosper's residents. Most low density residential areas will be located in Northwest and Northeast Prosper.



Residential Medium Density

Medium density residential is also representative of single family detached dwelling units. Lot sizes in medium density residential neighborhoods could range between 12,500 and 20,000 square feet in size. A variation in lot sizes may be permitted to achieve a goal range in density. While a variety of lot sizes may be used within medium density residential neighborhoods, the gross density of such developments will typically not be less than 1.6 dwelling units per acre or greater than 2.5 dwelling units per acre.





PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5). (Z14-0016). [Companion to case C15-0003]

History:

At the January 13, 2015, Town Council meeting, this item was tabled in order to give the applicant more time to determine if the lot layout and the recommendations of the Low Density Residential District of the Future Land Use Plan, with regard to lot size (15,000 square feet) and density (1.6 dwelling units per acre) could be achieved. Originally, the applicant was proposing a density of 1.9 dwelling units per acre, with four (4) out of eighteen (18) lots being a minimum of 15,000 square feet. As reflected in Exhibits C and D, the applicant decreased the open space and increased the number of lots to nineteen (19). Eight (8) out of nineteen (19) lots will be a minimum of 15,000 square feet. The change increased the density to 2.0 dwelling units per acre.

Description of Agenda Item:

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Undeveloped	Low Density Residential
North	Planned Development-36-Single Family-10 and Single Family-15	Undeveloped	Low Density Residential
East	Planned Development-60-Single Family-10	Undeveloped	Medium Density Residential

South	Planned Development-66- Single Family	Undeveloped	Low Density Residential
West	Agricultural	Undeveloped	Low Density Residential

Requested Zoning – Z14-0016 is a request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5). The PD-SF-12.5 regulations are attached. The proposed PD-SF-12.5 District would allow for the development of a maximum of 19 single family residential lots on the property, a density of 2.0 dwelling units per acre. The following is a comparison of the proposed PD-SF-12.5 District standards to the straight SF-12.5 District standards.

	Proposed PD-SF-12.5 District	Standard SF-12.5 District
Min. Lot Area	12,500 square feet, with a minimum of 8 lots being at least 15,000 square feet	12,500 square feet
Min. Lot Width	90 feet	80 feet
Min. Lot Depth	130 feet	135 feet
Min. Dwelling Area	2,500 square feet	1,800 square feet
Front Yard Setback	25 feet	30 feet
Side Yard Setback	8 feet, 15 feet on corner lots adjacent to a side street	8 feet, 15 feet on corner lots adjacent to a side street
Rear Yard Setback	25 feet	25 feet
Maximum Height	40 feet	40 feet

Besides lot, setback, dwelling area, and height standards, the Planned Development (PD) District standards that vary from straight zoning include:

1. *Building and Architectural Standards*
 - a. an exterior lighting package to illuminate front entrances, garages, landscaping and trees located in the front yard,
 - b. minimize the repetition of home elevations,
 - c. require a mix of swing-in garages and front facing garage doors,
 - d. provide for enhanced driveway paving treatments and garage doors, and
 - e. prohibit carports and the parking of certain vehicles.

These standards exceed those in the Zoning Ordinance.

2. *Fencing*

- a. fencing adjacent to open space, parks or floodplain to be ornamental metal,
- b. wooden fencing to be cedar, board-on-board with a top rail and a common stain color,
- c. privacy fences on single family residential lots to be located ten (10) feet behind the front elevation of the main building and not exceed eight (8) feet in height above grade.

These standards exceed the Town's standards.

3. *Cul-de-sac Length* – The PD provides for a maximum cul-de-sac length of 700 feet; however, the Town's Subdivision Ordinance limits the maximum length of cul-de-sacs to 600 feet.

Future Land Use Plan – The Future Land Use Plan recommends Low Density Residential for the property. The Low Density Residential District recommends a maximum of 1.6 dwelling units per acre, with single family lot sizes between 15,000 square feet and 1+ acre in size. The proposed rezoning request includes 9.4± acres of Single Family-12.5 (SF-12.5), as shown on Exhibit A. The proposed Planned Development-SF-12.5 District would allow for the development of 19 single family residential lots, with a minimum lot area of 12,500 square feet, at a density of 2.0 dwelling units per acre. The proposed rezoning request is not in conformance with the Future Land Use Plan.

Page 64 of the Comprehensive Plan, which is attached for reference, includes seven questions that should be considered when a proposal does not directly reflect the purpose and intent of the land use pattern as shown on the Future Land Use Plan. Staff recommends the Planning & Zoning Commission take these questions into consideration with this request to rezone.

Thoroughfare Plan – The property is not adjacent to any future thoroughfares.

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

Access – Access to the property will be provided from the northern adjacent development.

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

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

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

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by state law. Town staff has received one public hearing notice reply form; not in opposition to the request.

Attached Documents:

1. Zoning map of the surrounding area
2. Zoning Exhibits A, B, C, D, and E
3. Previous Zoning Exhibit D
4. Page 64 of the Comprehensive Plan
5. Public hearing notice reply form

Planning & Zoning Commission Recommendation:

At their December 16, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve the request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5), by a vote of 4-1 (Snyder opposed; Barnes and Hema absent).

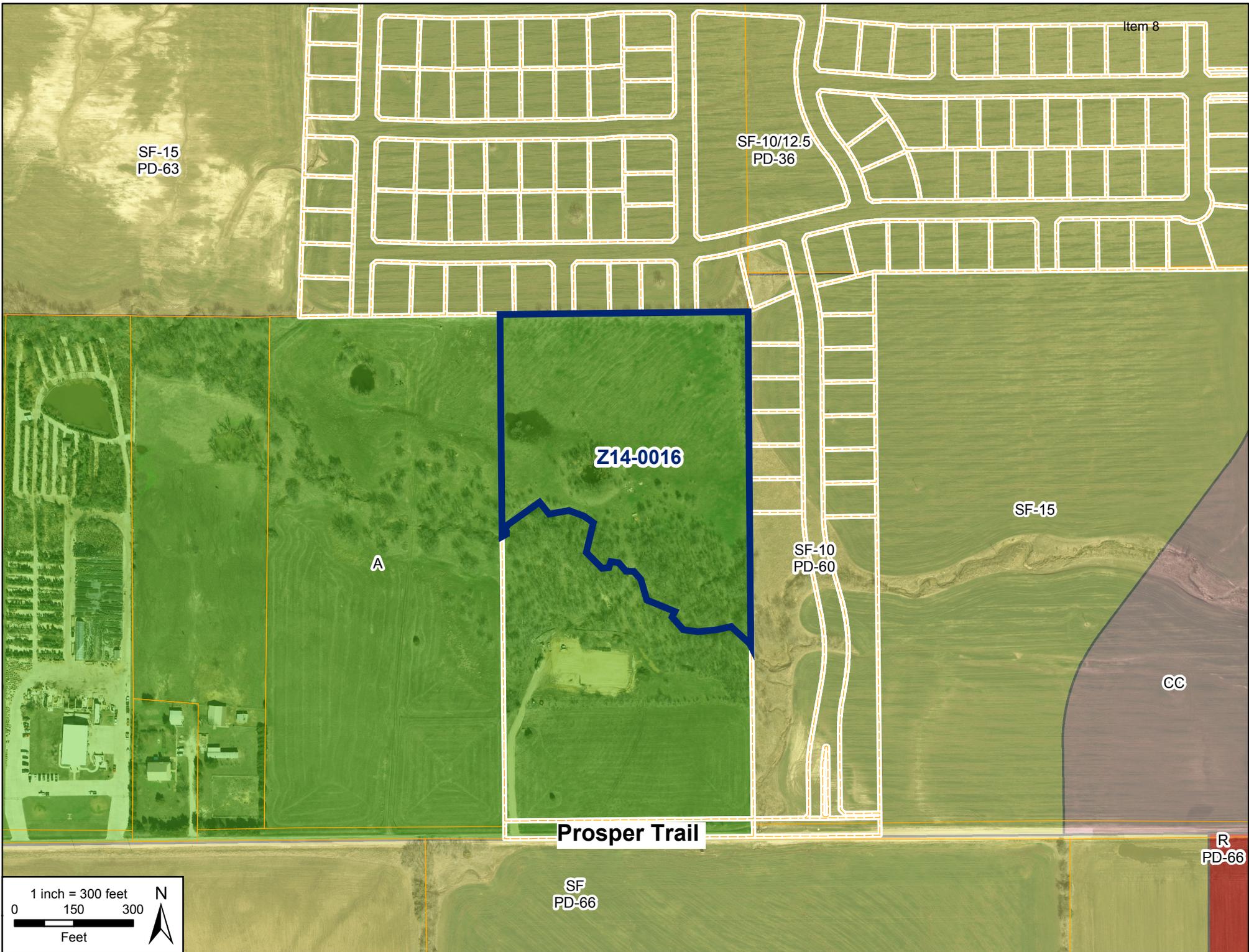
The members indicated that even though the entirety of the development did not meet the minimum requirement for 15,000 square foot lots, improvements had been made to the exhibit in terms of lot size in addition to the enhanced development standards. Several members indicated the request was appropriate. Commissioner Snyder indicated that he believed the request did not warrant a deviation from the Future Land Use Plan.

Town Staff Recommendation:

Town staff recommends that the Town Council deny the request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5).

Proposed Motion:

I move to deny the request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5).



SF-15
PD-63

SF-10/12.5
PD-36

Item 8

Z14-0016

A

SF-10
PD-60

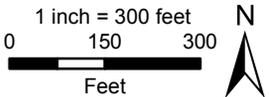
SF-15

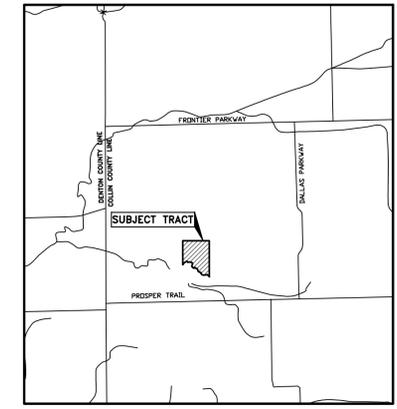
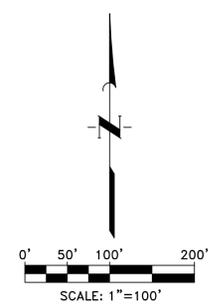
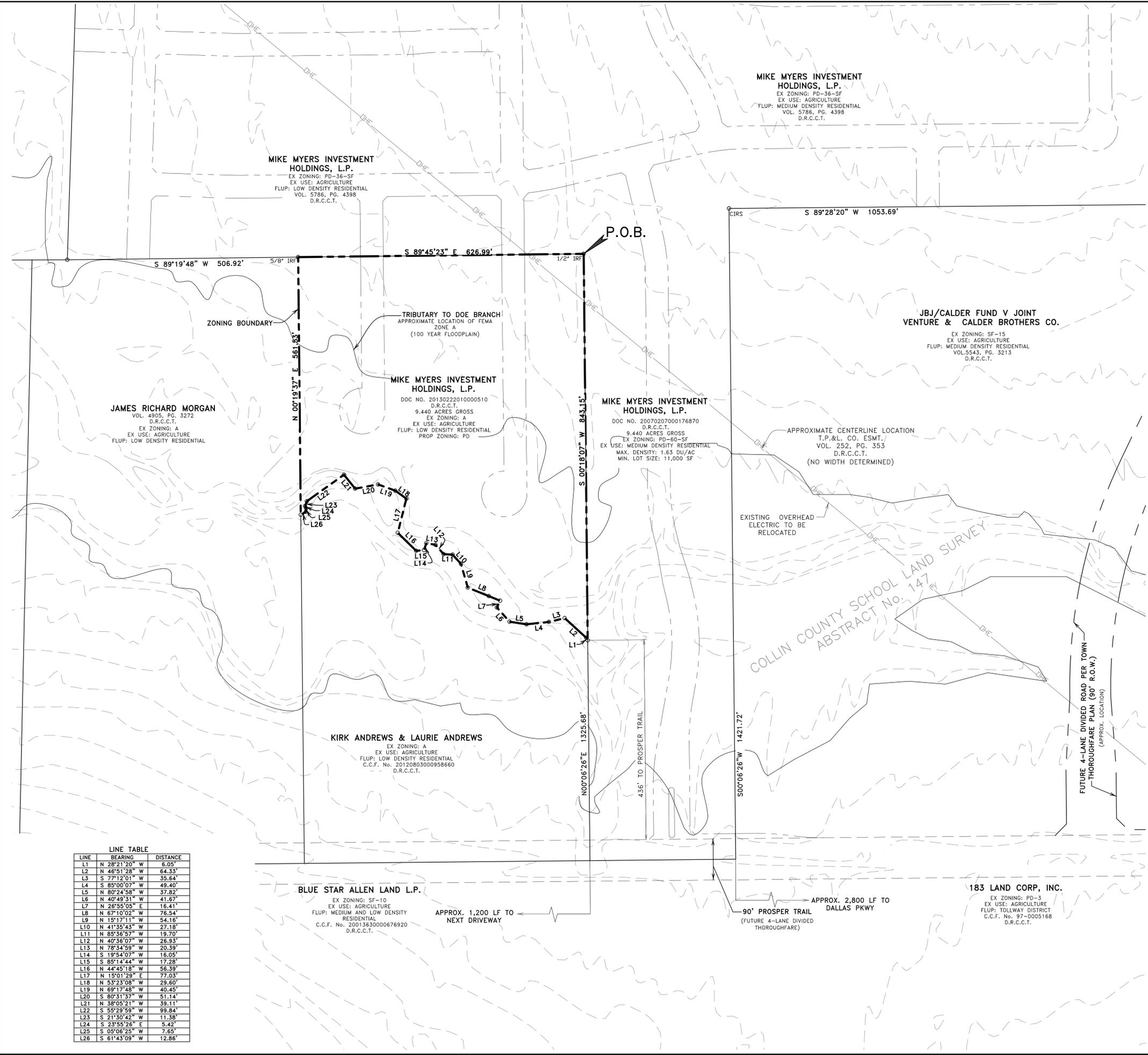
CC

Prosper Trail

SF
PD-66

R
PD-66





LEGEND

C.C.F.# COUNTY CLERK'S FILE NUMBER
 VOL. VOLUME
 PG. PAGE
 CAB. CABINET
 D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS

VICINITY MAP
 N.T.S.

METES AND BOUNDS DESCRIPTION
 Mike Myers Investment Holdings, L.P.
 9.440 AC Tract

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas and also being part of a 19.001 acre tract as conveyed to Kirk and Laurie Andrews as recorded in County Clerks No. 20120803000958660 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the northeast corner of said 19.001 acre tract; THENCE S 00°18'07" W a distance of 843.15' to a point in a creek; THENCE up said creek

- N 28°21'20" W a distance of 6.05';
- N 46°51'28" W a distance of 64.33';
- S 77°12'01" W a distance of 35.64';
- S 85°00'07" W a distance of 49.40';
- N 80°24'58" W a distance of 37.82';
- N 40°49'31" W a distance of 41.67';
- N 26°55'05" E a distance of 16.41';
- N 67°10'02" W a distance of 76.54';
- N 15°17'11" W a distance of 54.16';
- N 41°35'43" W a distance of 27.18';
- N 85°36'57" W a distance of 19.70';
- N 40°36'07" W a distance of 26.93';
- N 78°34'59" W a distance of 20.39';
- S 19°54'07" W a distance of 16.05';
- S 85°14'44" W a distance of 17.28';
- N 44°45'18" W a distance of 56.39';
- N 15°01'29" E a distance of 77.03';
- N 53°23'08" W a distance of 29.60';
- N 69°17'48" W a distance of 40.45';
- S 80°31'37" W a distance of 51.14';
- N 38°05'21" W a distance of 39.11';
- S 55°29'59" W a distance of 99.84';
- S 21°30'42" W a distance of 11.38';
- S 23°55'26" E a distance of 5.42';
- S 05°06'25" W a distance of 7.65';
- S 61°43'09" W a distance of 12.86';

THENCE N 00°19'37" E a distance of 561.53' to a capped 1/2" iron rod set for corner; THENCE S 89°45'23" E a distance of 626.99' to the POINT OF BEGINNING and containing 411,185 square feet or 9.440 acres of land.

Z14-0016
EXHIBIT A
COLLIN COUNTY SCHOOL LANDS, SURVEY 12
ABSTRACT NO. 147
COLLIN COUNTY, TEXAS
APRIL 2015

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 28°21'20" W	6.05'
L2	N 46°51'28" W	64.33'
L3	S 77°12'01" W	35.64'
L4	S 85°00'07" W	49.40'
L5	N 80°24'58" W	37.82'
L6	N 40°49'31" W	41.67'
L7	N 26°55'05" E	16.41'
L8	N 67°10'02" W	76.54'
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L12	N 40°36'07" W	26.93'
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L16	N 44°45'18" W	56.39'
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L19	N 69°17'48" W	40.45'
L20	S 80°31'37" W	51.14'
L21	N 38°05'21" W	39.11'
L22	S 55°29'59" W	99.84'
L23	S 21°30'42" W	11.38'
L24	S 23°55'26" E	5.42'
L25	S 05°06'25" W	7.65'
L26	S 61°43'09" W	12.86'

OWNER:
 MIKE A. MYERS INVESTMENT HOLDINGS, LP
 6310 LEWMON AVENUE
 DALLAS, TX 75209
 PHONE: (214) 350-6500

ENGINEER:
 JC JONES & CARTER, INC.
 6509 WINDCREST DRIVE, SUITE 600
 PLANO, TEXAS 75024
 PHONE: (972) 488-0440
 FAX: (972) 488-3882

SURVEYOR:
 SURDUKAN SURVEYING, INC.
 P.O. BOX 126
 ANNA, TEXAS 75409
 PHONE: (972) 924-8200

Exhibit B
Statement of Intent and Purpose

The purpose of this planned development is to contribute to the positive environment created by the PD regulations established for Legacy Crossing (PD-36 and PD-60). The proposed development standards exceed those previously adopted by the Legacy Crossing Planned Development in order to conform to the 2012 Comprehensive Plan. This property will further the design for the entrance, common areas, and buffer treatments established for Legacy Crossing.

This planned development will also allow the opportunity to include some landlocked property into Legacy Crossing which will further the positive atmosphere created by that community.

Exhibit C

Planned Development Standards 9.440 Acres (Gross)

1.0 Planned Development District - Single Family Residential

- 1.1 The property shall be developed in accordance with the Single Family-12.5 District as outlined in the Town of Prosper Zoning Ordinance 05-20, as it exists or may be amended, unless identified below. Unless otherwise noted, all development shall be in accordance with all Town Codes.
- 1.2 Development Pattern: The property shall generally develop in accordance with Exhibit D, Zoning Exhibit.
- 1.3 Number of Lots: The maximum number of single-family residential lots within the proposed development shall not exceed 19 (maximum 2.1 dwelling units per acre).
- 1.4 Open Space: The open spaces shown on the Zoning Exhibit, Exhibit D, shall be landscaped and maintained by the Homeowners Association.
- 1.5 Setbacks:
 - a. Minimum Front Yard: 25 feet.
 - b. Minimum Side Yard: 8 feet.
 - c. Minimum Rear Yard: 25 feet.
- 1.6 Minimum Lot Area: 12,500 square feet. At least eight (8) lots must have an area of at least 15,000 square feet.
- 1.5 Minimum Lot Width at Front Building Line: 90 feet.
- 1.6 Minimum Lot Depth: 130 feet.
- 1.7 Minimum Dwelling Area: 2,500 square feet.
- 1.8 Building Standards:
 - a. All homes shall provide an exterior lighting package to illuminate the front 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.
 - b. 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.
 - c. Garage doors shall be cedar clad and stained.
 - d. Homes on a minimum of 2/3 of the single family lots within the community shall utilize swing in garages. For the 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.

- e. Except for garage doors provided on swing in garages, garage doors shall not be located closer to the street than the primary front facade of the home.
- f. Carports are prohibited.

1.9 Required Parking:

- a. A minimum of 4 off-street, concrete parking spaces shall be provided for each residential unit. As part of the parking requirement, at least 2 of the off-street parking spaces shall be in an enclosed garage.
- b. The parking of motor homes, boats, and/or trailers on a lot facing a street or on a street, is prohibited.

1.10 a. All fencing located on single-family lots adjacent to open spaces shall consist of ornamental metal/tubular steel.

b. 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.

c. Privacy fences on single family residential lots shall be located no closer to the front property line than 10 feet behind the front elevation of the house and shall not exceed 8 feet in height above grade.

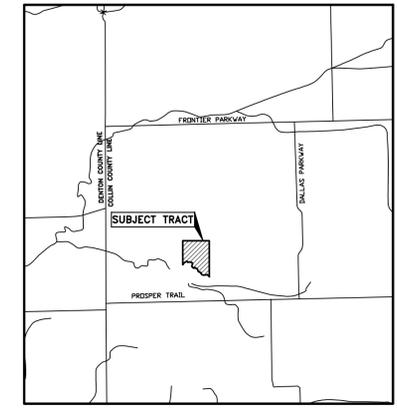
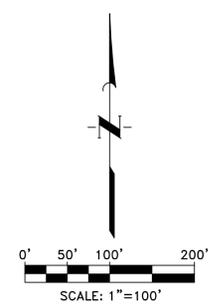
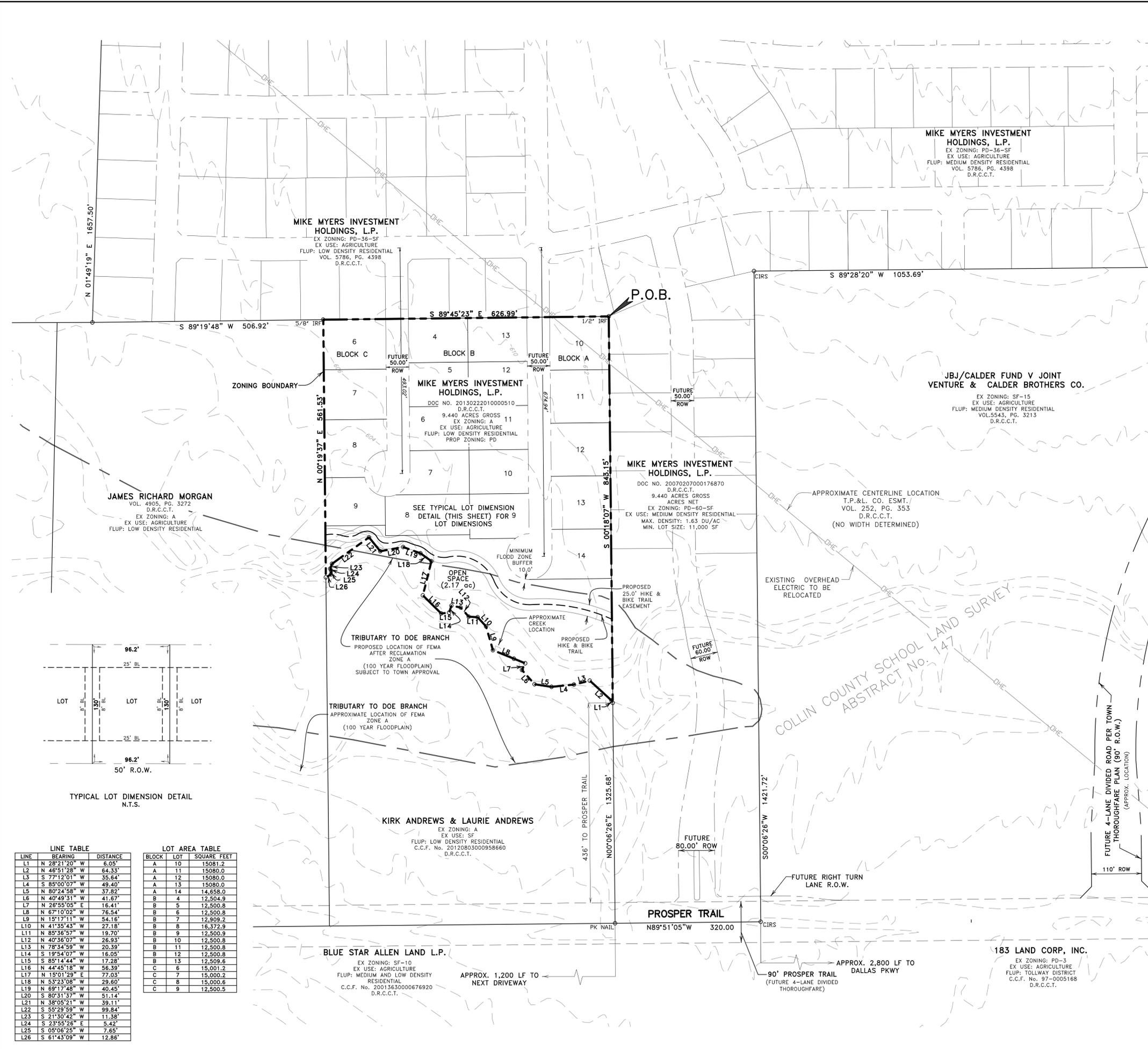
1.11 Driveways: Enhanced paving treatments shall be provided for all driveways and shall consist of one of the following, or other treatment as approved by the Director of Development Services.

- a. Stamp and stain/patterned concrete (must be dust-on color application to wet concrete).
- b. Acid-etched color 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).

1.12 Cul-de-sacs: Cul-de-sacs shall not exceed 700 feet in length.

2.0 General Conditions

2.01 Homeowners Association. Each lot shall be a member of the Legacy Crossing (PD-60) Homeowner's Association.



LEGEND

C.C.F.# COUNTY CLERK'S FILE NUMBER
 VOL. VOLUME
 PG. PAGE
 CAB. CABINET
 D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS

VICINITY MAP
 N.T.S.

METES AND BOUNDS DESCRIPTION
 Mike Myers Investment Holdings, L.P.
 9.440 AC Tract

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas and also being part of a 19.001 acre tract as conveyed to Kirk and Laurie Andrews as recorded in County Clerks No. 20120803000958660 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the northeast corner of said 19.001 acre tract; THENCE S 0°18'07" W a distance of 843.15' to a point in a creek; THENCE up said creek

- N 28°21'20" W a distance of 6.05';
- N 46°51'28" W a distance of 64.33';
- S 77°12'01" W a distance of 35.64';
- S 85°00'07" W a distance of 49.40';
- N 80°24'58" W a distance of 37.82';
- N 40°49'31" W a distance of 41.67';
- N 20°55'05" E a distance of 16.41';
- N 67°10'02" W a distance of 76.54';
- N 15°17'11" W a distance of 54.16';
- N 41°35'43" W a distance of 27.18';
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- N 40°36'07" W a distance of 26.93';
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- S 85°14'44" W a distance of 17.28';
- N 44°45'18" W a distance of 56.39';
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- N 53°23'08" W a distance of 29.60';
- N 69°17'48" W a distance of 40.45';
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- N 38°05'21" W a distance of 39.11';
- S 55°29'59" W a distance of 99.84';
- S 21°30'42" W a distance of 11.38';
- S 23°55'26" E a distance of 5.42';
- S 05°06'25" W a distance of 7.65';
- S 61°43'09" W a distance of 12.86';

THENCE N 00°19'37" E a distance of 561.53' to a capped 1/2" iron rod set for corner; THENCE S 89°45'23" E a distance of 626.99' to the POINT OF BEGINNING and containing 411,185 square feet or 9.440 acres of land.

NOTE: THE THOROUGHFARE AND TRAIL ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

Z14-0016
EXHIBIT D
COLLIN COUNTY SCHOOL LANDS, SURVEY 12
ABSTRACT NO. 147

COLLIN COUNTY, TEXAS
APRIL 2015

LINE	BEARING	DISTANCE	BLOCK	LOT	SQUARE FEET
L1	N 28°21'20" W	6.05'	A	10	15081.2
L2	N 46°51'28" W	64.33'	A	11	15080.0
L3	S 77°12'01" W	35.64'	A	12	15080.0
L4	S 85°00'07" W	49.40'	A	13	15080.0
L5	N 80°24'58" W	37.82'	A	14	14,658.0
L6	N 40°49'31" W	41.67'	B	4	12,504.9
L7	N 20°55'05" E	16.41'	B	5	12,500.8
L8	N 67°10'02" W	76.54'	B	6	12,500.8
L9	N 15°17'11" W	54.16'	B	7	12,909.2
L10	N 41°35'43" W	27.18'	B	8	16,372.9
L11	N 85°36'57" W	19.70'	B	9	12,500.9
L12	N 40°36'07" W	26.93'	B	10	12,500.8
L13	N 78°34'59" W	20.39'	B	11	12,500.8
L14	S 19°54'07" W	16.05'	B	12	12,500.8
L15	S 85°14'44" W	17.28'	B	13	12,509.6
L16	N 44°45'18" W	56.39'	C	6	15,001.2
L17	N 15°01'29" E	77.03'	C	7	15,000.2
L18	N 53°23'08" W	29.60'	C	8	15,000.6
L19	N 69°17'48" W	40.45'	C	9	12,500.5
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Exhibit E

Development Schedule

9/16/14– Development Application Submitted

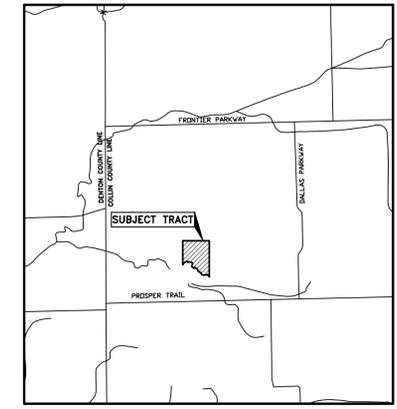
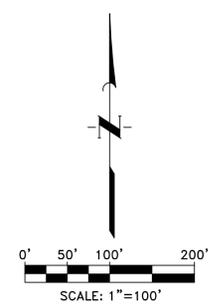
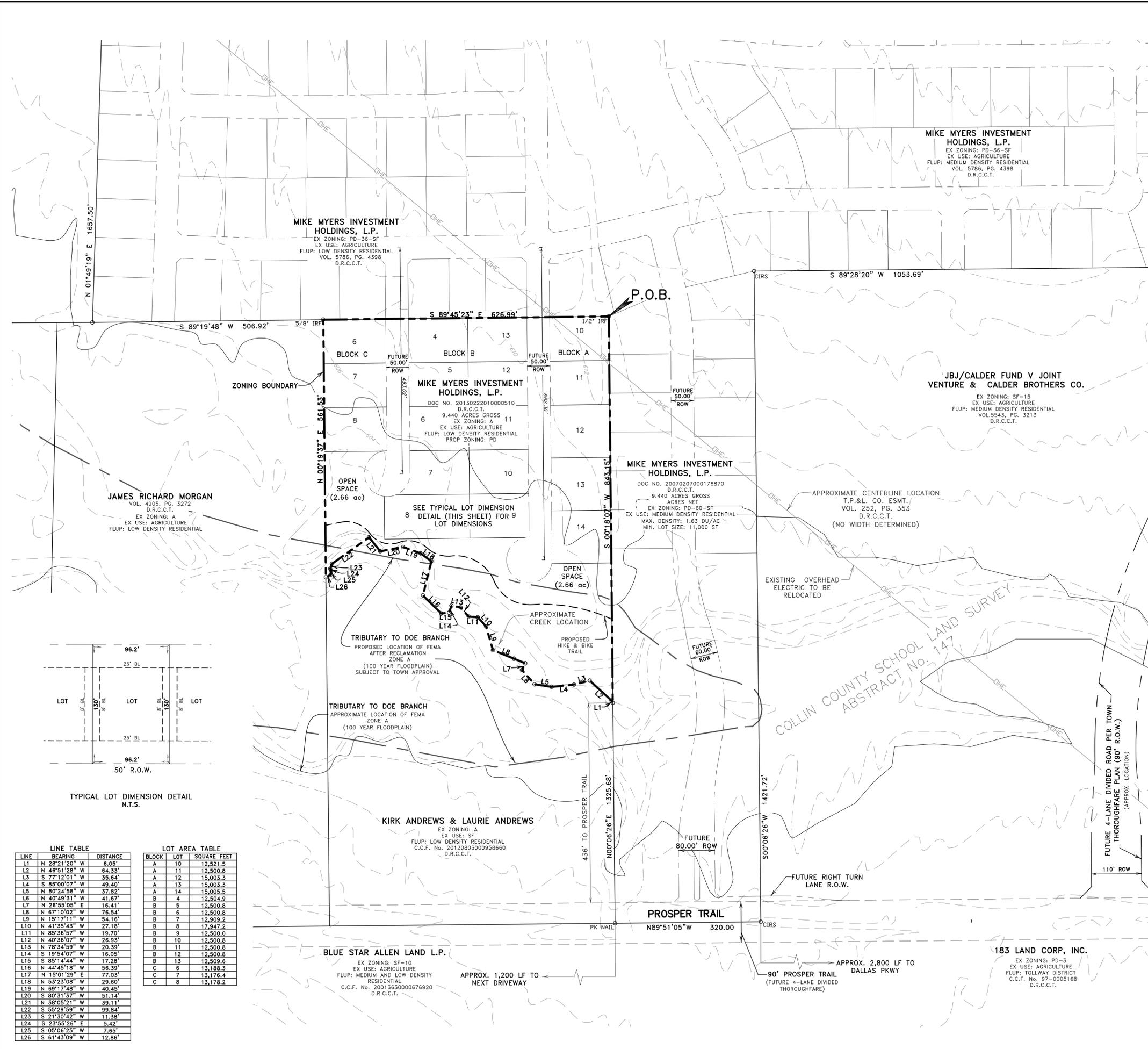
12/2/14 – Preliminary plat goes to P&Z

2/21/15 – Phase 1 construction plans approved

3/15/15 – Construction begins

8/12/15 – Construction Complete/Town accepts infrastructure

9/14/15 – Final plat file



LEGEND

C.C.F.# COUNTY CLERK'S FILE NUMBER
 VOL. VOLUME
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Z14-0016
EXHIBIT D
COLLIN COUNTY SCHOOL LANDS, SURVEY 12
ABSTRACT NO. 147

COLLIN COUNTY, TEXAS
DECEMBER 2014

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 28°21'20" W	6.05'
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LOT AREA TABLE

BLOCK	LOT	SQUARE FEET
A	10	12,521.5
A	11	12,500.8
A	12	15,003.3
A	13	15,003.3
A	14	15,005.5
B	4	12,504.9
B	5	12,500.8
B	6	12,500.8
B	7	12,909.2
B	8	17,947.2
B	9	12,500.0
B	10	12,500.8
B	11	12,500.8
B	12	12,500.8
B	13	12,509.6
C	6	13,188.3
C	7	13,176.4
C	8	13,178.2

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COMMUNITY CHARACTER

Maintaining compatibility between the Zoning Map and the Future Land Use Plan

Chapter 211 of the Texas Local Government Code states that “zoning regulations must be adopted in accordance with a comprehensive plan.” Consequently, a zoning map and zoning decisions should reflect the Future Land Use Plan to the fullest extent possible. Therefore, approval of development proposals that are inconsistent with the Future Land Use Plan will often result in inconsistency between the Future Land Use Plan and the zoning regulations.

At times, the Town will likely encounter development proposals that do not directly reflect the purpose and intent of the land use pattern as shown on the Future Land Use Plan map. Review of such development proposals should include the following considerations:

- Will the proposed change enhance the site and the surrounding area?
- Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?
- Will the proposed use impact adjacent residential areas in a negative manner?
- Will the proposed use be compatible with and/or enhance adjacent residential uses?
- Are uses adjacent to the proposed use similar in nature in terms of

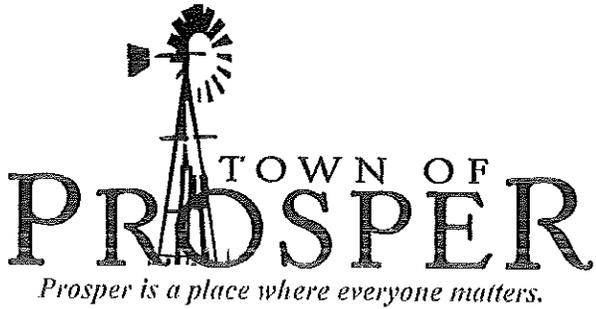
appearance, hours of operation, and other general aspects of compatibility?

- Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?
- Would it contribute to the Town’s long-term economic stability?

Development proposals that are inconsistent with the Future Land Use Plan map (or that do not meet its general intent) should be reviewed based upon the above questions and should be evaluated on their own merit. It should be incumbent upon the applicant making such a proposal to provide evidence that the proposal meets the aforementioned considerations, supports community goals and objectives as set forth within this Plan, and represents long term economic and/or social benefits for the community as a whole, not just a short-term financial gain for whoever is developing the project.

It is important to recognize that proposals not directly consistent with the Plan could reflect higher and better long-term uses than those originally envisioned and shown on the Future Land Use Plan map for a particular area. This may be due to changing markets, demographics and/or economic trends that occur at some point in the future after the Plan is adopted. If such changes occur, and especially if there are demonstrated significant social and/or economic benefits to the Town of Prosper, then these proposals should be approved and the Future Land Use Plan map should be amended accordingly.





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

REPLY FORM

SUBJECT:

Zoning Case Z14-0016: The Town of Prosper has received a request to rezone 9.4± acres from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5).

LOCATION OF SUBJECT PROPERTY:

The property is located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway.

DESCRIPTION OF THE REQUEST:

The Planned Development-Single Family-12.5 District will provide for development of single family detached dwelling units on a minimum lot size of 12,500 square feet.

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

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): Zoning
goes along with adjacent & sister development

Robert E. Myers
 Name (please print)

Robert E. Myers
 Signature

6310 Lemmon # 200
 Address

10/14/14
 Date

Dallas, TX 75019
 City, State, and Zip Code

rmyers@myersfinancial.com,
 E-mail Address



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

Agenda Item:

Presentation of a service plan and second Public Hearing to consider the annexation of an 18.6± acre tract of land, located on the south side of Prosper Trail, 2,500± feet west of Custer Road. (A15-0001).

Description of Agenda Item:

In January of 2015, the Town acquired the 18.6± acre tract of land for Town use as a potential future fire station site, as well as park land and facilities. Improvements on the property include a barn/storage structure, an open air pavilion, and a shed. The 2007 Parks and Trails Master Plan designates this site for a future hike and bike trail connection to Whitley Place Park.

The schedule for annexation, which is attached, calls for two Public Hearings. This is the second Public Hearing; the first Public Hearing was held by the Town Council on March 24, 2015. The map of the proposed annexation, service plan, and annexation schedule are attached.

Legal Obligations and Review:

The Town Attorney reviewed the annexation schedule to ensure compliance with state law. The Public Hearing Notice for the second Public Hearing has been published in the newspaper and placed on the Town's website per state law and the annexation schedule.

Attached Documents:

1. Annexation Exhibit
2. Annexation Map
3. Annexation Service Plan
4. Annexation Schedule

Town Staff Recommendation:

Town staff recommends the Town Council conduct the second Public Hearing to consider the annexation of an 18.6± acre tract of land, located on the south side of Prosper Trail, 2,500± feet west of Custer Road, and receive comments from the public.

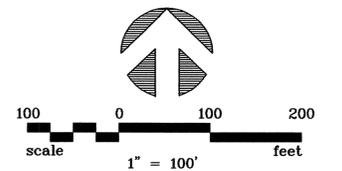
Proposed Motion:

A motion is not required. Once the Public Hearing has been held, no further action is required for this item at this meeting.

WILLIAM T. HORN SURVEY
ABSTRACT NO. 419

COLLIN COUNTY R.O.W.
VOL. 4826, PG. 2290
D.R.C.C.T.

GEORGE HORN SURVEY
ABSTRACT NO. 412



WEST PROSPER TRAIL (COUNTY RD. 122)

LARKIN McCARTY SURVEY
ABSTRACT NO. 600

P.O.B. TRACT B

P.O.B. TRACT A
P.O.C. TRACT B

DESCRIPTION
TRACT A

BEING AN 17.132 ACRE PARCEL OF LAND IN THE LARKIN McCARTY SURVEY, ABSTRACT NO. 600, COLLIN COUNTY, TEXAS, BEING PART OF A TRACT OF LAND AS DEEDED TO HAROLD AND MAUREEN PATIN AND RECORDED IN VOLUME 3992, PAGE 1165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCCT), AS SHOWN HEREON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A PARCEL OF LAND BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR WEST PROSPER TRAIL (COUNTY ROAD 122), BEING BOUNDED ON THE EAST BY THE WEST LINE OF WHITLEY PLACE PHASE 3 AND THE WEST LINE OF CLARK PARTNERS, L.P., AND BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID PATIN TRACT;

The POINT OF BEGINNING is a half inch iron rod found for the northeast corner of said Patin tract, being on the south line of the Right of Way for West Prosper Trail, and being the northwest corner of Lot 5X, Block B of said Whitley Place Phase 3, an addition to the Town of Prosper as recorded in Volume 2012, Page 217 DRCCCT;

THENCE South 00°39'16" East, with the east line of said Patin tract, being the west line of said Lot 5X, passing at 761.62, a half inch iron rod found for the southwest corner of said Lot 5X, being the northwest corner of a tract of land as deeded to Clark Partners, L.P. and recorded in Volume 5763, Page 1199 DRCCCT, in all a distance of 1461.06 feet to a point, being the southeast corner of said Patin tract and being an interior ell corner of Whitley Place Phase 1, an addition to the Town of Prosper as recorded in Volume 2008, Page 226, DRCCCT, and being in Wilson Creek;

THENCE North 77°16'22" West, generally with said creek, with the south line of said Patin tract, being a north line of said Whitley Place, Phase 1, a distance of 76.05 feet to a point, being a northwest corner of Whitley Place Phase 1 and being the easternmost corner of Preston Country Estates, an addition to the Town of Prosper as recorded in Cabinet F, Slide 595, DRCCCT;

THENCE North 19°04'53" West, generally with said creek, with the south line of said Patin tract, being the north line of Preston Country Estates, a distance of 336.60 feet to a point;

THENCE South 62°44'07" West, continue with said common line, a distance of 261.70 feet to a point;

THENCE North 54°27'53" West, continue with said common line, a distance of 292.40 feet to a point;

THENCE North 21°33'53" West, continue with said common line, a distance of 319.10 feet to a point;

THENCE North 82°18'00" East, departing said common line and crossing said Patin tract, a distance of 195.32 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 37°11'50" East, a distance of 95.99 feet to a point near the center of a creek;

THENCE North 52°00'36" West, generally with said creek, a distance of 95.93 feet to a point;

THENCE North 41°35'28" West, generally with said creek, a distance of 77.94 feet to a point;

THENCE North 38°56'12" East, departing said creek and crossing said Patin tract, a distance of 73.89 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 10°52'11" East, a distance of 112.42 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 34°31'16" West, a distance of 237.10 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 44°18'59" West, a distance of 274.71 feet to a half inch iron rod with cap marked "BW2" set to mark the point, said point being on the south line of the Right of Way for West Prosper Trail;

THENCE South 89°58'14" East, with said Right of Way line, a distance of 484.84 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE South 00°39'16" East, departing said Right of Way line and crossing said Patin tract, a distance of 175.01 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE South 89°58'14" East, a distance of 375.03 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 00°39'16" West, a distance of 175.01 feet to a half inch iron rod with cap marked "BW2" set to mark the point on the north line of said Patin tract, being the south line of the Right of Way for West Prosper Trail;

THENCE South 89°58'14" East, with said Right of Way line, a distance of 30.00 feet to the POINT OF BEGINNING, and containing 17.132 acres of land.

DESCRIPTION
TRACT B

BEING AN 1.507 ACRE PARCEL OF LAND IN THE LARKIN McCARTY SURVEY, ABSTRACT NO. 600, COLLIN COUNTY, TEXAS, BEING PART OF A TRACT OF LAND AS DEEDED TO HAROLD AND MAUREEN PATIN AND RECORDED IN VOLUME 3992, PAGE 1165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCCT), AS SHOWN HEREON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at a half inch iron rod found for the northeast corner of said Patin tract, being on the south line of the Right of Way for West Prosper Trail, and being the northwest corner of Lot 5X, Block B of said Whitley Place Phase 3, an addition to the Town of Prosper as recorded in Volume 2012, Page 217 DRCCCT;

THENCE North 89°56'14" West, with the north line of said Patin tract being the south line of said West Prosper Trail Right of Way, a distance of 30.00 feet to a half inch iron rod with cap marked "BW2" set to mark the point, said point being the POINT OF BEGINNING;

THENCE South 00°39'16" East, departing said common line and crossing said Patin tract, a distance of 175.01 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 89°58'14" West, a distance of 375.03 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 00°39'16" West, a distance of 175.01 feet to a half inch iron rod with cap marked "BW2" set to mark the point, said point being on the north line of said Patin tract, being the south line of the Right of Way for West Prosper Trail;

THENCE South 89°58'14" East, with said common line a distance of 375.03 feet to the POINT OF BEGINNING, and containing 1.507 acres of land.

I, John F. Wilder, A Registered Professional Survey in The State Of Texas, do hereby certify that, this date, a careful and accurate survey was made on the ground, under my supervision and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Survey.

John F. Wilder 12-11-14
John F. Wilder, RPLS 4285 Date

AREA:

TRACT A = 17.132 ACRES
TRACT B = 1.507 ACRES

WHITLEY PLACE PHASE 1
VOL. 2008, PAGE 226
D.R.C.C.T.

LOT 8

LOT 9

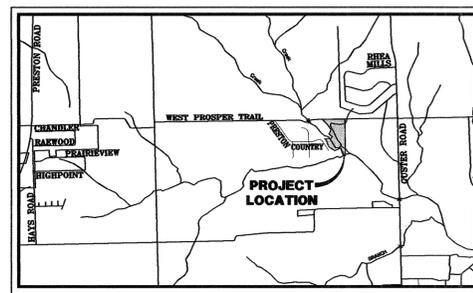
PRESTON COUNTRY ESTATES
CABINET F, SLIDE 595
D.R.C.C.T.

LOT 10

LOT 11

LOT 12

- LEGEND:
- IRON ROD FOUND
 - 1/2" IRON ROD WITH "BW2" CAP SET



NOTES:

- All bearings are based on the Texas Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone, 4202.
- Only the items listed in Schedule B of Chicago Title Insurance Company Title Commitment No. GF No.: CTCP62-8057621400013, issued: December 1, 2014 at 8:00 AM and related below were considered for this survey.
 - f: 30' wide North Texas Municipal Water District recorded in County Clerk's File No. 2006-1011001466050, and shown hereon.
 - g: North Texas Municipal Water District Easement for Erosion Control (tracts 1 & 2) recorded in Collin County Clerk's File No. 2014-0707000694500 and shown hereon.
 - h: Amended Annexation Agreement between Town of Prosper and Harold and Maureen Patin recorded in Collin County Clerk's File No. 2014-1020001145050.

NO.	DATE	REVISION	REVIEWED
6			
5			
4			
3			
2			
1			

DRAWN: BW2
DESIGN: BW2
REVIEWED: BW2
SCALE: 1" = 100'
DATE: DECEMBER 2014
DWG. NAME: 1656-SPLIT.DWG

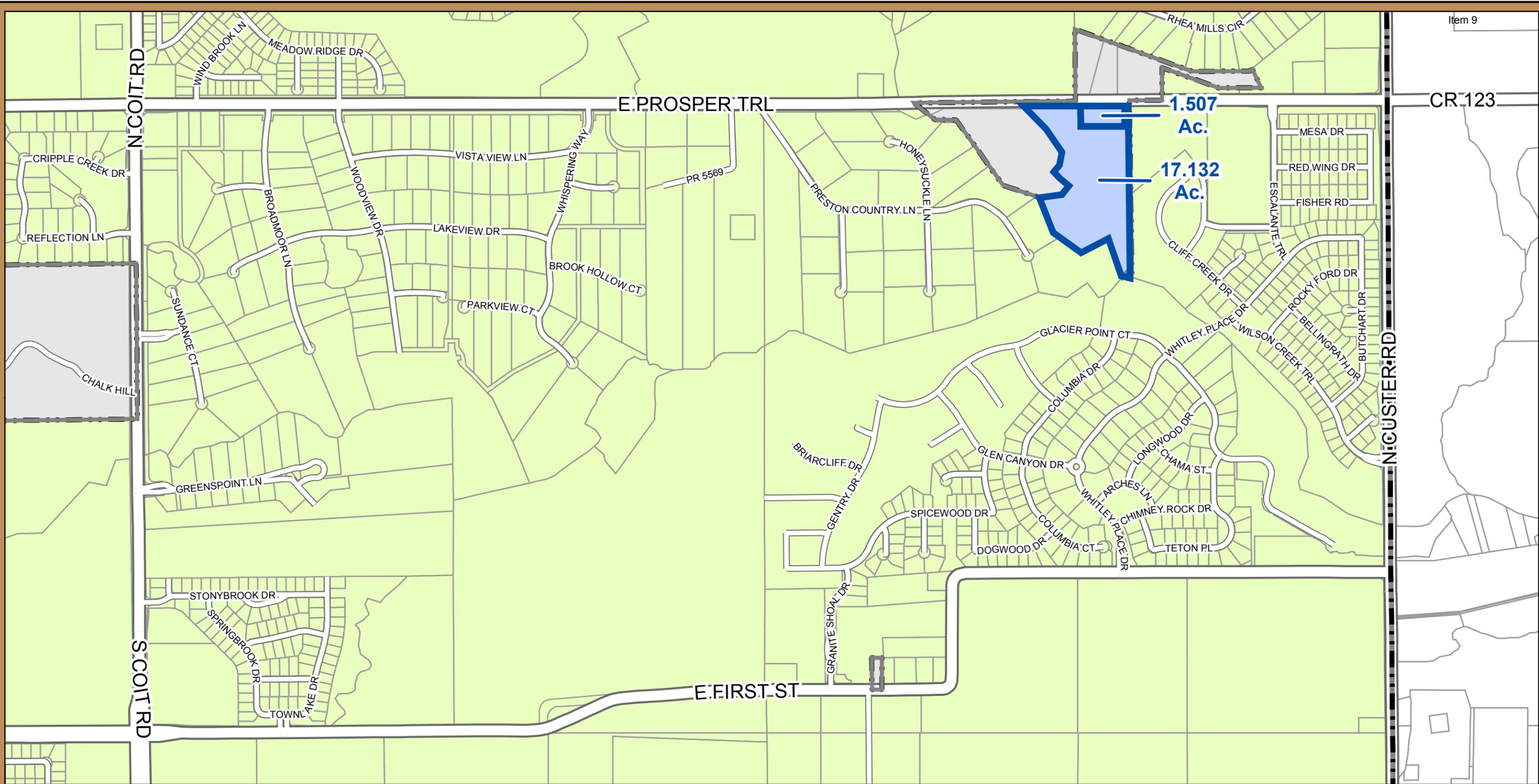


BW2 ENGINEERS, INC.
1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. F-5290



TOWN OF PROSPER
TWO TRACTS - PATIN PROPERTY
LARKIN McCARTY SURVEY, ABST. No. 600
COLLIN COUNTY, TEXAS

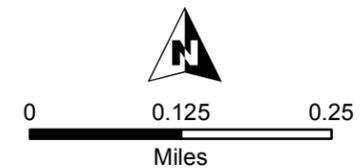
SHEET NO. 1
OF 1 SHEETS
JOB NO. 14-1656



Legend	
	Town Limits
	Railroad
	Major Roads
	Minor Roads
	Parcels
	Town
	ETJ
	Proposed Annexations 2015 (18.6 Acres Total)

DISCLAIMER. The Town of Prosper has prepared this map or information for internal use only. It is made available under the Public Information Act. Any reliance on this map or information is AT YOUR OWN RISK. Prosper assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Prosper makes no warranty, representation, or guarantee of any kind regarding any maps or information provided herein or the sources of such maps or information and DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, including the implied warranties of merchantability and fitness for a particular purpose.

Proposed Annexations 2015
 Source: Town of Prosper, Planning
 Date: March 10, 2015



SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: _____, 2015

Municipal Services to the area of land depicted in Exhibit A shall be furnished by or on behalf of the Town of Prosper, Texas ("Town") at the following levels and in accordance with the following schedule:

A. POLICE PROTECTION:

Police personnel and equipment from the Prosper Police Department shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

Fire protection and Emergency Medical Services (EMS) from the Town shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

C. FIRE PREVENTION / INVESTIGATION:

The services of the Town of Prosper Fire Department shall be provided to the area on the effective date of this Ordinance. The non-emergency services of fire prevention and fire investigation will be added to the list of services provided by the Prosper Fire Department.

D. SOLID WASTE COLLECTION:

Solid waste collection shall be provided to the area annexed upon request on the effective date of this Ordinance up to the second anniversary of the annexation. After that time, residents will be required to use the Town's solid waste collection company. The collection of refuse from individual properties shall be made in accordance with the Town's usual solid waste collection scheduling.

E. WATER SERVICE:

1. This area is currently serviced by the Town's water distribution system. Future expansion and extensions of the Town's Water Distribution System will provide better flow rates and line pressures, and in accordance with applicable Town codes and policies.
2. Maintenance of private lines will be the responsibility of the owner or occupant.

F. SANITARY SEWER SERVICE:

1. The annexed area will be provided sanitary sewer service in accordance with applicable codes and departmental policy. When development occurs in adjacent areas, sanitary sewer service shall be provided in accordance with applicable Town codes and policies, including extensions of service.
2. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

G. ROADS AND STREETS / STREET LIGHTING:

1. Operation and maintenance of private streets in the annexed area will be the responsibility of the owner.
2. Operation and maintenance of public streets in the annexed area will be provided by the Town on the effective date of this Ordinance.
3. The Town will coordinate any request for improved street lighting with the local electric provider in accordance with Town policy.

H. PARKS AND RECREATION:

Residents within the area annexed may utilize all existing Town park and recreation facilities, on the effective date of this Ordinance. Fees for such usage shall be in accordance with current fees established by Town ordinance.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area on the effective date of the annexation.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with Town codes and ordinances will be provided on the effective date of the annexation.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the annexed area shall be maintained by the Town on the effective date of the annexation ordinance. All other applicable municipal services shall be provided to the annexation area in accordance with the Town's established policies governing extension of municipal services to newly annexed areas.

2015 Annexation Schedule

Annexation Petition and Materials Submitted to TSO by Noon	Mail Notice of Intent to Annex to Property Owners and Other Entities <i>(30 days prior to 1st PH)</i>	Town Council Considers Petition at Regular Meeting <i>(5-30 days after petition submittal)</i>	Newspaper Deadline for Notice of 1 st PH	Notice of 1 st PH Published in Newspaper and Posted on Website <i>(10-20 days prior to 1st PH)</i>	1 st PH Held by Town Council at Regular Meeting	Newspaper Deadline for Notice of 2 nd PH	Notice of 2 nd PH Published in Newspaper and Posted on Website <i>(10-20 days prior to 2nd PH)</i>	2 nd PH Held by Town Council at Regular Meeting	Annexation Ordinance Considered by Council at Regular Meeting <i>(20-40 days after 2nd PH)</i>
Monday	Friday	Tuesday	Friday	Wednesday	Tuesday	Friday	Wednesday	Tuesday	Tuesday
1/5/2015	1/23/2015	1/27/2015	2/6/2015	2/11/2015	2/24/2015	2/20/2015	2/25/2015	3/10/2015	4/7/2015
2/2/2015	2/20/2015	2/24/2015	3/6/2015	3/11/2015	3/24/2015	3/20/2015	3/25/2015	4/14/2015	5/12/2015
3/2/2015	3/20/2015	3/24/2015	4/3/2015	4/28/2015	4/28/2015	4/17/2015	4/22/2015	5/12/2015	6/9/2015
4/6/2015	4/24/2015	4/21/2015	5/8/2015	5/13/2015	5/26/2015	5/22/2015	5/27/2015	6/9/2015	7/7/2015
5/4/2015	5/22/2015	5/26/2015	6/5/2015	6/10/2015	6/23/2015	6/19/2015	6/24/2015	7/14/2015	8/11/2015
6/1/2015	6/19/2015	6/23/2015	7/2/2015 (Thursday)	7/28/2015	7/28/2015	7/17/2015	7/22/2015	8/11/2015	9/8/2015
7/6/2015	7/24/2015	7/21/2015	8/7/2015	8/12/2015	8/25/2015	8/21/2015	8/26/2015	9/8/2015	10/13/2015
8/3/2015	8/21/2015	8/25/2015	9/4/2015	9/9/2015	9/22/2015	9/18/2015	9/23/2015	10/13/2015	11/10/2015
9/4/2015 (Friday)	9/25/2015	9/22/2015	10/9/2015	10/14/2015	10/27/2015	10/23/2015	10/28/2015	11/10/2015	12/8/2015
10/5/2015	10/23/2015	10/27/2015	11/6/2015	11/11/2015	11/24/2015	11/20/2015	11/25/2015	12/8/2015	1/12/2016
11/2/2015	11/20/2015	11/24/2015	12/4/2015	12/9/2015	12/22/2015	12/18/2015	12/23/2015	1/12/2016	2/9/2016
12/7/2015	12/23/2015 (Wednesday)	12/22/2015	1/8/2016	1/13/2016	1/26/2016	1/22/2016	1/27/2016	2/9/2016	3/9/2016



PUBLIC WORKS

To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

Agenda Item:

Discussion on the Earth-Kind Dwarf Shrub Research Garden and Earth-Kind Demonstration Garden.

Description of Agenda Item:

The Town has been working with Texas A&M AgriLife Extension Service and the Collin County Master Gardeners on a three phase project to design and construct Earth-Kind gardens in the Town of Prosper.

During the first phase, the team will plant the United State's first Earth-Kind Dwarf Shrub Research Garden. This garden will increase national knowledge, and provide research into the performance of dwarfs shrubs in a low input, environmentally friendly approach. The objective of the project is to test the dwarf shrubs under the Earth-Kind Landscape Management System, which uses no pesticides, fertilizers, and greatly limits the use of supplement irrigation water. Fifteen varieties of dwarf shrubs will be tested.

The second phase will include an Earth-Kind Demonstration Garden that will contain different varieties of plants. The goal for this project is to educate residents on alternative plants they may use in their landscapes that would be low maintenance and limits the use of supplement irrigation water. This garden will also be planted using the Earth-Kind Landscape Management System, which uses no fertilizers or pesticides.

The third phase will be to assist in rehabbing the existing planting beds at Rucker Elementary School to implement the Earth-Kind Landscape Management System. The goal for this project is to have the facilities to teach students basic landscape techniques and efficient irrigation practices.

Budget Impact:

The total cost for Phase 1 and Phase 2 is \$15,600, and includes compost, mulch, plants, irrigation, signs, edging and stone. The total cost of Phase 3 is \$1,000. There will be a yearly maintenance cost of \$1,000 to retain three inches of mulch in all gardens. Staff is anticipating that approximately 50% of the items needed to construct the project will be donated. Any items not donated will be funded from existing approved funds in the FY 2014-2015 Public Works Department budget.

Attached Documents:

1. Earth-Kind Dwarf Shrub Research Garden Proposal
2. Earth-Kind Dwarf Shrub Research Garden Plant Variety List
3. Earth-Kind Demonstration Garden Proposal
4. Earth-Kind Demonstration Garden Plant Variety List

Town Staff Recommendation:

Staff is seeking the Town Council's opinion and any directive they may have regarding authorizing the Town, Texas A&M AgriLife Extension Service, and the Collin County Master Gardeners to plant an Earth-Kind Dwarf Shrub Research Garden and Earth-Kind Demonstration Garden for the purpose of water conservation education.

Proposed Motion:

This item is for informational purposes and to seek Town Council's opinion and any related directive. No action is required of the Council.

Earth-Kind® Dwarf Shrub Research Garden

Texas A&M AgriLife Extension Service – Collin County

City of Prosper – Public Works Department

Collin County Master Gardener Association

Earth-Kind® Environmental Stewardship is an education and research program that focuses on protecting and preserving the environment and natural resources through a research-based landscape and garden management system.

The objective of the project is to test dwarf shrubs under the Earth-Kind Landscape Management System, which uses no pesticides, fertilizers, and greatly limits the use of supplement irrigation water.

The benefits of the project includes the increase in knowledge about the performance of dwarf shrubs in a low input, environmentally friendly approach to landscape management. The results of the research will allow residential and commercial landscape to achieve a high degree of water conservation and environmental stewardship.

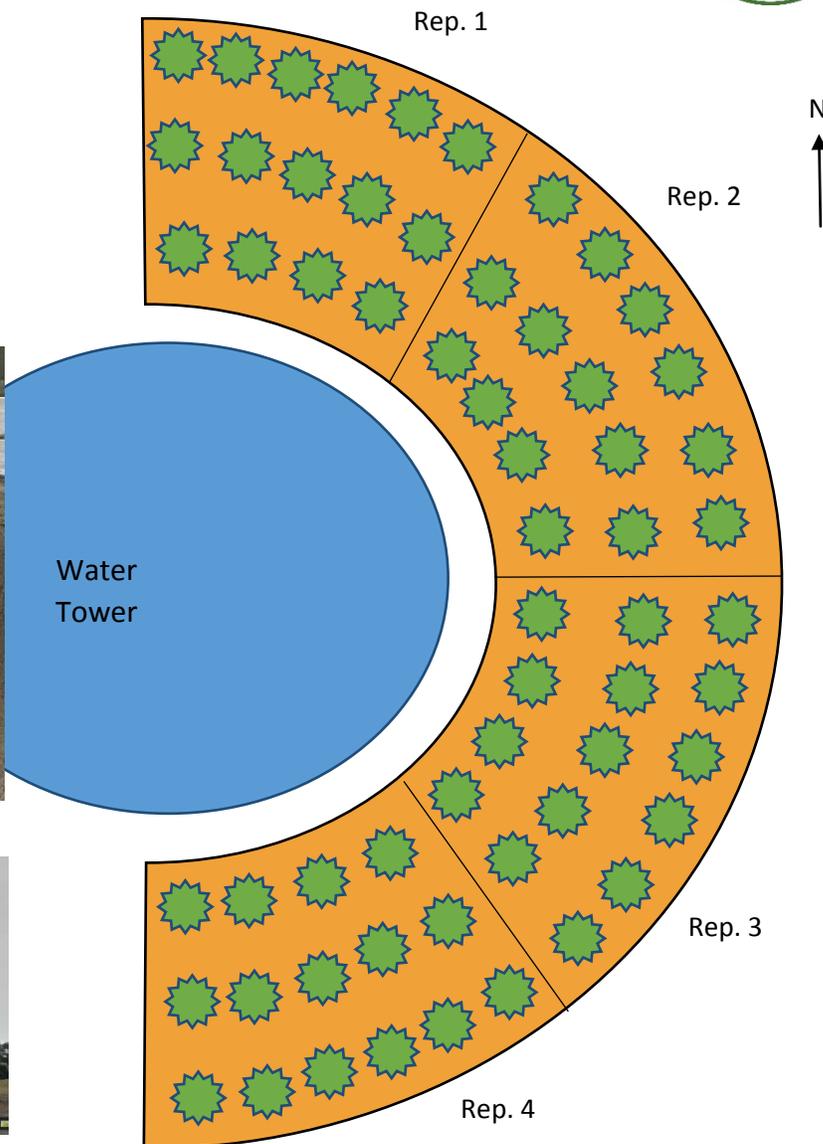
Project Details:

15 varieties of dwarf shrubs

4 replications of varieties

60 total plants in garden

Location: East 1st Street Water Tower



Earth-Kind® Dwarf Shrub Research Garden

Proposed list the tasks needed to complete the project and divide it by organization:

Texas A&M AgriLife Extension Service and Collin County Master Gardeners:

1. Design and Layout the Earth-Kind Dwarf Shrub Research Garden
2. Select Plants to be tested
3. Design the irrigation system within the beds and assist with public works staff with design of irrigation water source piping.
4. Seek in-kind donations for project
5. Install Plants
6. Schedule Irrigation System
7. Collect Data
8. Provide educational programs and garden tours
9. Assist public works staff with each step of the project

Town of Prosper - Public Works:

1. Remove grass prior to soil preparations
2. Provide a rototiller
3. Till the soil 6-8 inches deep prior to applying compost
4. Add at least 3 inches of compost to the surface of the beds
5. Till compost into soil 6-8 inches deep
6. Provide a trencher
7. Create trenches for irrigation pipes to the landscape beds
8. Connect water lines between water source and landscape beds
9. Assist with spreading mulch around the plants
10. Assist with maintaining a 3 inch layer of mulch throughout the project.
11. Provide informational display signs for the gardens
12. Assist with providing funds for compost, plants, mulch and irrigation parts when donation are not available

Estimated Cost of Project without donations:

Materials:	Amount:	Cost:	Potential In-kind Sponsors:
Compost	35 cubic yards	\$1,200	Texas Pure Products
Mulch	35 cubic yards	\$1,500	Texas Pure Products
Plants	60 x 3 gallon plants	\$1,800	Shades of Green Nursery
Irrigation	Valve, PVC, drip tubing	\$1,100	Ewing Irrigation
Signs		\$600	
Edging		\$1,200	
Total		\$7,400	

Earth-Kind® Dwarf Shrub Research Garden

Variety List

1. Dwarf Yaupon Holly (*Ilex vomitoria*) (positive control)
2. Dwarf Chinese Holly 'Rotunda' (*Ilex cornuta*)
3. Carissa Holly (*Ilex cornuta*)
4. Dwarf Nandina 'Gulfstream' (*Nandina domestica*)
5. Barberry 'Crimson Pygmy' (*Berberis thunbergii*)
6. Abelia 'Rose Creek' (*Abelia x grandiflora*)
7. Fringe Flower 'Purple Pixie' (*Loropetalum chinense*)
8. Indian Hawthorn 'Olivia' (*Raphiolepis ambellata*)
9. Crape myrtle 'Cherry Dazzle'
10. Blue Pacific Shore Juniper (*Juniperus conferta*)
11. Spirea 'Anthony Waterer' (*Spirea x bumalda*)
12. Japanese Boxwood (*Buxus microphylla*)
13. Texas Sage 'Compactum' (*Leucophyllum frutescens*)
14. Azalea – adapted variety
15. Abelia 'Kaleidoscope' (*Abelia x grandiflora*)



Earth-Kind® Demonstration Garden

Texas A&M AgriLife Extension Service – Collin County

City of Prosper – Public Works Department

Collin County Master Gardener Association

Earth-Kind® Environmental Stewardship is an education and research program that focuses on protecting and preserving the environment and natural resources through a research-based landscape and garden management system.

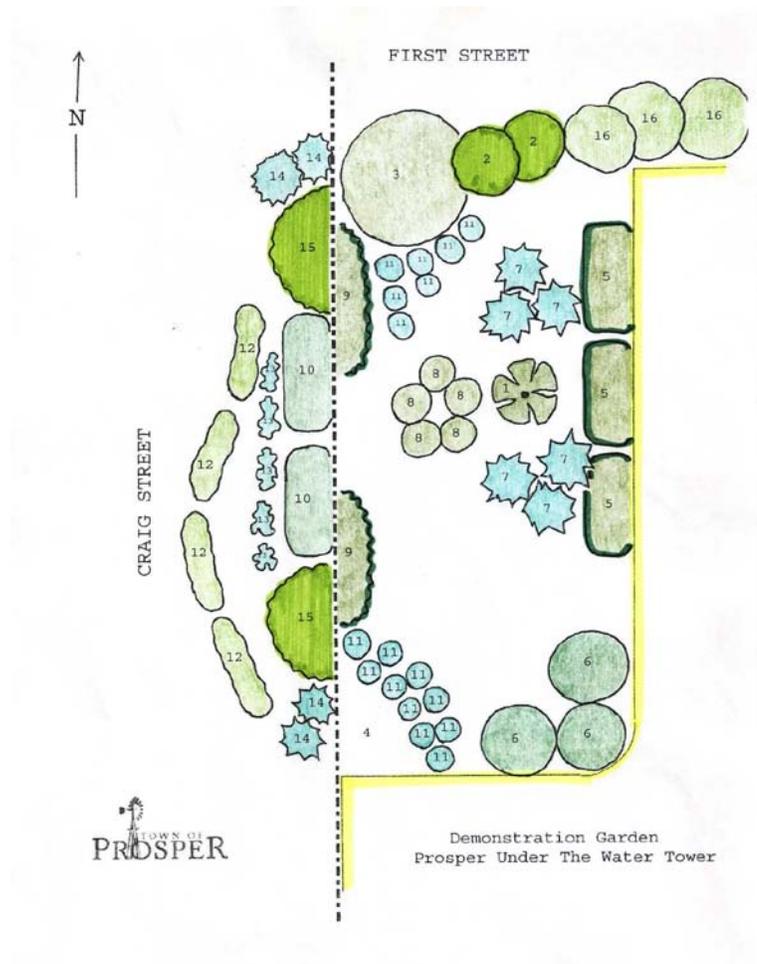
The objective of the project is to educate the resident of Prosper under the Earth-Kind Landscape Management System, which uses no pesticides, fertilizers, and greatly limits the use of supplement irrigation water.

The benefits of the project includes the increase in knowledge about the performance of plants in a low input, environmentally friendly approach to landscape management. The results of the garden will allow residential and commercial landscape to achieve a high degree of water conservation and environmental stewardship.

Project Details:

16 varieties of plants

Location: East 1st Street Water Tower



Earth-Kind® Demonstration Garden

Proposed list the tasks needed to complete the project and divide it by organization:

Texas A&M AgriLife Extension Service and Collin County Master Gardeners:

1. Design and Layout the Earth-Kind Demonstration Garden
2. Select Plants to be planted
3. Design the irrigation system within the beds and assist with public works staff with design of irrigation water source piping.
4. Seek in-kind donations for project
5. Install Plants
6. Schedule Irrigation System
7. Provide educational programs and garden tours
8. Assist public works staff with each step of the project

Town of Prosper - Public Works:

1. Remove grass prior to soil preparations
2. Provide a rototiller
3. Till the soil 6-8 inches deep prior to applying compost
4. Add at least 3 inches of compost to the surface of the beds
5. Till compost into soil 6-8 inches deep
6. Provide a trencher
7. Create trenches for irrigation pipes to the landscape beds
8. Connect water lines between water source and landscape beds
9. Assist with spreading mulch around the plants
10. Assist with maintaining a 3 inch layer of mulch throughout the project.
11. Provide informational display signs for the gardens
12. Assist with providing funds for compost, plants, mulch and irrigation parts when donation are not available

Estimated Cost of Project without donations:

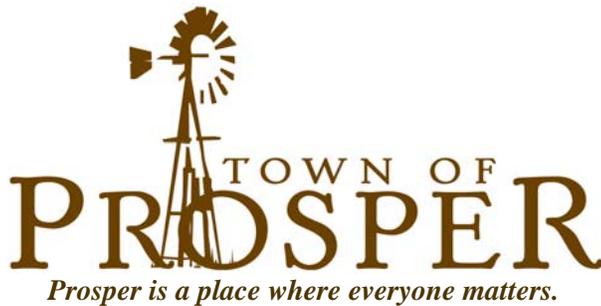
Materials:	Amount:	Cost:	Potential In-kind Sponsors:
Compost	35 cubic yards	\$1,200	Texas Pure Products
Mulch	35 cubic yards	\$1,500	Texas Pure Products
Plants	60 x 3 gallon plants	\$1,800	Shades of Green Nursery
Irrigation	Valve, PVC, drip tubing	\$1,100	Ewing Irrigation
Signs		\$600	
Stone and Edging		\$2000	
Total		\$8,200	

Earth-Kind® Demonstration Garden

Variety List

1. Existing Cedar Elm
2. Pink Muhly Grass
3. Cestrum Orange Zest
4. Esperanza Yellow Bells
5. Japanese Cleyera
6. Hesperaloe parviflora - Yellow Yucca
7. Giant Liriope
8. Hellebores
9. Castor Bean
10. Abelia Kaleidoscope
11. Daylilies and Iris
12. Blackfoot Daisies
13. Bulbs
14. Feather Grass
15. Carissa Holly
16. Dwarf Burford Holly





ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Facilities Construction, Use and Maintenance Agreement between Preston Lakes Homeowners' Association, Inc., and the Town of Prosper, Texas, related to maintenance obligations of the right-of-way for Prosper Trail adjacent to the Preston Lakes subdivision and Preston Lakes Park.

Description of Agenda Item:

The Town of Prosper currently owns the right-of-way along Prosper Trail adjacent to the Preston Lakes subdivision as well as the Preston Lakes Park property within the development. These properties are both being maintained by the Preston Lakes Homeowners' Association. The Preston Lakes Homeowners' Association also currently pays the monthly water bill for irrigating the park but not the right-of-way property.

As part of the Prosper Trail Road Widening project, the Town's contractor installed landscaping and constructed irrigation system improvements within the right-of-way property between the edge of the road and property line of the development. Also in 2013, the Town made improvements to Preston Lakes Park which included soil remediation, replacement of portions of the irrigation system, and the construction of a perimeter hike and bike trail. During the improvements to Preston Lakes Park, the Town discussed the construction of a playground at Preston Lakes Park which is currently shown on the Town's approved Capital Improvement Plan for construction sometime between 2019 and 2024.

The attached agreement clarifies the maintenance obligations of the Preston Lakes Homeowners' Association, Inc., and the Town of Prosper related to the right-of-way property and Preston Lakes Park. The right-of-way property and Preston Lakes will continue to be maintained by the Preston Lakes Homeowners'. At Preston Lakes Park, the Town will be responsible for the monthly water bill, allowed to construct and maintain a playground in the future, and maintain the existing perimeter hike and bike trail.

Attached Documents:

1. Facilities Construction, Use and Maintenance Agreement

Legal Obligations and Review:

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

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Facilities Construction, Use and Maintenance Agreement between Preston Lakes Homeowners' Association, Inc., and the Town of Prosper, Texas, related to maintenance obligations of the right-of-way for Prosper Trail adjacent to the Preston Lakes subdivision and Preston Lakes Park.

Proposed Motion:

I move to authorize the Town Manager to execute a Facilities Construction, Use and Maintenance Agreement between Preston Lakes Homeowners' Association, Inc., and the Town of Prosper, Texas, related to maintenance obligations of the right-of-way for Prosper Trail adjacent to the Preston Lakes subdivision and Preston Lakes Park.

After Recording Return to:
Town Manager
Town of Prosper
P. O. Box 307
Prosper, Texas 75078

FACILITIES CONSTRUCTION, USE AND MAINTENANCE AGREEMENT
(R.O.W. on Prosper Trail and Preston Lakes-Tract 1, Lot B)

THIS FACILITIES CONSTRUCTION, USE AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2015, by and among, **PRESTON LAKES HOMEOWNERS’ ASSOCIATION, INC.**, a Texas nonprofit corporation, (“HOA”) and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Town”) on the terms and conditions hereinafter set forth. HOA and Town are collectively referred to herein as (“Parties”).

WITNESSETH:

WHEREAS, Town owns Right-of-Way south of the center line of Prosper Trail (“R.O.W. Property”), and 3.2± acres situated in the Preston Lakes Subdivision and known as Tract 1, Block B of the John R. Tunney Survey, Abstract No. 916, Prosper, Collin County, Texas, as more particularly described in the Final Plat for Preston Lakes (“Plat”), dated July 2, 2002 and filed for record under Clerk’s File No. 2002-0138234 which is attached hereto as Exhibit “A” and incorporated herein for all purposes (“Park Property”); and

WHEREAS, HOA and Town agree that use of the R.O.W. Property and Park Property benefits residents of the Preston Lakes Subdivision, specifically, and residents of Town, as a whole; and

WHEREAS, the HOA maintains the irrigation and landscaping within the R.O.W. Property; and

WHEREAS, the Plat provides that HOA shall maintain the Park Property; and

WHEREAS, Town has made improvements to the Park Property including, but not limited to, soil remediation and a perimeter hike & bike trail (“Improvements”); and

WHEREAS, Town agrees that it shall be responsible for the maintenance, repair and operation of the Improvements; and

WHEREAS, Town has completed necessary irrigation repairs following construction of Improvements; and

WHEREAS, Town agrees to provide water, at no charge to the HOA, to irrigate the Park Property, in a manner consistent with other neighborhood park locations; and

WHEREAS, HOA maintains the irrigation system on the R.O.W. Property and Park Property including, but not limited to, repair of any breaks or leaks ("Irrigation System") following the completion of the Improvements; and

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

1. **Land Subject to Agreement.** The Property as depicted in Exhibit "A" is the subject of this Agreement.
2. **Term of Agreement.** The term of this Agreement will commence the last date of execution by the Parties ("Effective Date") and shall continue to remain in effect unless and until earlier terminated as provided herein.
3. **Town Maintenance of Improvements on the R.O.W. Property.** (a) Town, at its sole cost and expense, shall maintain the concrete curb and gutter roadway (Prosper Trail), sidewalk, wrought iron fencing including the stone columns, decorative guard rail, and retaining walls constructed or installed by the Town on the R.O.W. Property.
4. **HOA Maintenance of Improvements on R.O.W. Property.** (a) HOA shall, at its sole cost and expense, be responsible for all costs, responsibilities and obligations associated in any way with the maintenance, repair and operation of any Irrigation System, and landscaping on the R.O.W. Property in accordance with all Town ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising ("HOA R.O.W. Maintenance Obligations"). HOA may, as necessary and at its sole cost and expense, employ contractors or subcontractors to perform its HOA R.O.W. Maintenance Obligations.

(b) As part of its HOA R.O.W. Maintenance Obligations, HOA shall maintain the Irrigation System to minimize run-off and excessive use or loss of water through breaks, leaks or malfunctions in the system. Additionally, HOA shall not hose or wash down hard or paved surfaces on the R.O.W. Property, such as, among other things, sidewalks, walkways, driveways and parking areas, without the prior written consent of Town.

5. **Construction of Improvements on the Park Property.** (a) Town, at its sole cost and expense, has completed construction of the Improvements. The Improvements include, among other things, soil remediation and a perimeter hike & bike trail. At some point in the future, the Town may decide to construct a playground on the Park Property. As part of the installation of any playground equipment, the Town will be responsible for annual inspections of the playground equipment to insure continued compliance with required safety standards. Results of the inspections will be documented, signed by a representative of the contractor, and provided to the Parties.

6. **Town Maintenance of Improvements on the Park Property.** (a) Town, at its sole cost and expense, shall maintain the perimeter hike & bike trail and any playground equipment constructed by the Town on the Park Property.

7. **HOA Maintenance of Irrigation System and Park Property.**

(a) HOA shall, at its sole cost and expense, be responsible for all costs, responsibilities and obligations associated in any way with the maintenance, repair and operation of the Irrigation System and Park Property in accordance with all Town ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising (“HOA Park Maintenance Obligations”). HOA may, as necessary and at its sole cost and expense, employ contractors or subcontractors to perform its HOA Park Maintenance Obligations.

(b) As part of its HOA Park Maintenance Obligations, HOA shall maintain the Irrigation System to minimize run-off and excessive use or loss of water through breaks, leaks or malfunctions in the system. Additionally, HOA shall not hose or wash down hard or paved surfaces on the Park Property, such as, among other things, sidewalks, walkways, driveways and parking areas, without the prior written consent of Town.

8. **Rules and Regulations.** The Property shall be governed by the Town’s Comprehensive Park Ordinance and all other applicable Town ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising.

9. **Use of the Property.** Subject to Paragraph 8 above, Town will, at all times, be solely responsible for scheduling the use of the Property. Town may designate the person or entity approved by Town, as the entity charged with scheduling the use of the Property. Town will also be responsible for providing access to and collecting applicable fees from third parties for use of the Property. Persons or organizations desiring to use the Property shall submit scheduling requests to Town-designated person or entity, including the times, dates and requested location of such activities on the Property.

10. **Incidents.** Each party shall communicate with the other party any concerns with regard to, among other things, the condition, functionality, performance, safety and/or integrity of the Improvements, Irrigation System and/or the Property which is, in any way, questioned, compromised and/or jeopardized. Additionally, all accidents to persons or damage to the Improvements, Irrigation System and/or the Property shall be reported

by the party receiving the report and/or having knowledge of the accident or damage to the other party: (i) verbally within forty-eight (48) hours, said notice may include, among other things, leaving a voicemail message at the contact number identified in Paragraph 15 below; and (ii) in writing within five (5) business days from the date of such accident or damage.

11. **Inspections.** Town may, from time to time, inspect the Irrigation System and/or Property to determine if each is being properly maintained by HOA in accordance with this Agreement. If Town determines that HOA is not properly maintaining, and/or causing the proper maintenance of the Irrigation and/or Property in accordance with the Maintenance Obligations, Town will notify HOA in writing, specifying the deficiencies. If HOA does not remedy such deficiencies within thirty (30) days of the date of the notice, Town will have the option of performing the necessary Maintenance Obligations, and HOA shall be liable to Town for all costs incurred.

12. **Default.** Failure of a party to abide by any of the terms and conditions of this Agreement shall constitute an "Event of Default". In the event of a non-monetary Event of Default, the non-defaulting party shall notify the defaulting party of such Event of Default in writing. If the non-monetary Event of Default does not involve the safety of person or property, in the sole determination of the non-defaulting party, the defaulting party shall have thirty (30) days from the date of notice within which to cure the default; or if the default is not susceptible of being cured within such thirty (30) day period, the defaulting party shall have ten (10) days from the date of notice to commence action to cure the default and shall continuously and vigorously pursue the same to completion. If the non-monetary Event of Default involves the safety of person or property, in the sole discretion of the non-defaulting party, the defaulting party shall have twenty-four (24) hours within which to cure such default, failing which the non-defaulting party shall have the right to cure such default and recover all costs incurred from the defaulting party. In the event of a monetary Event of Default or a non-monetary Event of Default which has not been cured within the time set forth above, the non-defaulting Party shall have the right to, among other rights and remedies, immediately terminate this Agreement.

13. **No Agency Created.** Town and HOA agree and acknowledge that each entity is not an agent of the other entity and that each entity is, unless otherwise provided herein, responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

14. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the Parties agree and acknowledge that Town shall not, under any circumstance, be required to tender, and/or be liable to HOA for, any reimbursement of and/or payment of any monies with regard to the matters set forth herein.

15. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with

return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Town, addressed to it at:

Town of Prosper
 ATTN: Town Manager
 P. O. Box 307
 Prosper, Texas 75078
 Telephone: (972) 346-2640
 Facsimile: (972) 346-2111

If to HOA, addressed to it at:

SBB Management
 c/o Preston Lakes Homeowners' Association
 2611 Internet Blvd., Ste 124
 Frisco, Texas 75034
 Telephone: (972) 960-2800
 Facsimile: (214) 705-1527

16. **Attorneys' Fees.** In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

17. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Town and the authorized representative of HOA.

18. **HOA's Warranties/Representations.** All warranties, representations and covenants made by HOA in this Agreement or in any certificate or other instrument delivered by HOA to Town under this Agreement shall be considered to have been relied upon by Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by Town or on Town's behalf.

19. **Force Majeure.** Notwithstanding anything herein to the contrary, no party shall be liable for the failure to perform its duties described herein if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, Act of God, or other similar or different contingency beyond the reasonable control of the subject party(ies).

20. **Continuity.** This Agreement shall be a covenant running with the land, and the Parties shall cause this Agreement to be filed in the Land Records of Collin County.
21. **No Property Rights Granted.** It is specifically agreed and understood by the Parties hereto that this Agreement is permissive only and no property rights are granted hereunder.
22. **Compliance with Law.** The Parties hereto shall observe and comply with all applicable federal, state and local laws, rules, ordinances and regulations that affect, in any way, directly or indirectly, the Maintenance Obligations.
23. **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.
24. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
25. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
26. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
27. **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.
28. **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 hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **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.

30. **Sovereign Immunity.** The Parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
31. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
32. **Assignment/Binding Effect.** This Agreement is not assignable without the prior written consent of Town. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective officers, directors, heirs, executors, administrators, legal representatives, grantees, successors and/or assigns, as authorized herein.
33. **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
34. **Cumulative Remedies.** All rights and remedies of Town and HOA under Paragraph 12 shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
35. **Reference to HOA.** When referring to "HOA" herein, this Agreement shall refer to and be binding upon HOA, and its officers, directors, successors, assignees, as authorized herein, grantees and/or any other third party for whom HOA is legally responsible.
36. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the 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.

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.

TOWN:

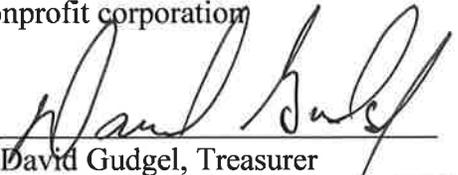
TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

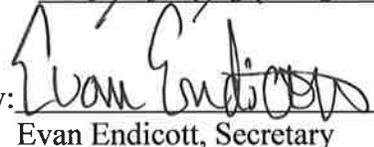
Date: _____

HOA:

PRESTON LAKES
HOMEOWNERS' ASSOCIATION, INC.,
a Texas nonprofit corporation

By: 
David Gudgel, Treasurer

Date: 3/24/2015

By: 
Evan Endicott, Secretary

Date: 3/26/2015

Attest:

Robyn Battle, Town Secretary

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **TOWN OF PROSPER, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires: _____



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

Agenda Item:

Consider and act upon a request for a variance to the Subdivision Ordinance regarding Thoroughfare Screening along Windsong Parkway and Gee Road, for Windsong Ranch, Phases 1A, 1B, 1C, 3A-1, and 3B. (V15-0001).

Description of Agenda Item:

Windsong Ranch is a 2,100-acre master planned community located in west Prosper. At ultimate build-out, the development could include up to 3,500 single family lots and 250 acres of mixed use/non-residential development, as well as an amenity program consisting of a variety of park types, multiple amenity centers, hike and bike trails, school sites, and Town facilities.

The applicant is seeking a variance regarding the Subdivision Ordinance requirements for Thoroughfare Screening. A letter from the applicant detailing the basis for the request is attached for reference. In 2011, the Thoroughfare Screening section of the Subdivision Ordinance was amended in order to provide thoroughfare screening adjacent to all single family attached and detached residential developments siding and backing to rights-of-way of 60 feet or greater. Thoroughfare Screening is required to consist of ornamental metal fencing with masonry columns, meandering sidewalks, berming, and landscaping, in a 25 foot landscape buffer/common area to be owned and maintained by a Homeowner's Association (HOA). The 25 foot buffer is required to be exclusive of all required streets and right-turn rights-of-way, drainage easements, and utility easements, unless otherwise approved by the Town Council.

The applicant is requesting a variance to allow for the encroachment of existing utility easements into the required 25 foot landscape buffer in Windsong Ranch, Phases 1A, 1B, 1C, 3A-1, and 3B, as shown on the attached exhibit. When the plats for the various subdivisions were approved, there were no utility easement encroachments into the 25 foot landscape buffer; however during the construction phase, CoServ Electric required utility easements in order to serve the development. Although there are utility easement encroachments into the required 25 foot landscape buffer, all required landscaping has been provided in accordance with Town standards, and the landscaping is permitted by the terms of the utility easements, which allows for "landscaping that does not unreasonably restrict or prevent CoServ Electric from utilizing the easement property." Details of the landscape buffer encroachments and the landscaping provided are depicted on the attached Variance Exhibit.

The Subdivision Ordinance contains four criteria to be considered by the Commission and Council in the case of a variance request.

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of his land.*

The timing of CoServ Electric finalizing design of infrastructure necessary to serve the development was a special circumstance that affected the land involved. At this point, strict application of this provision would require substantial redesign of existing approved plans and existing subdivisions.

2. *That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.*

Granting of this variance is necessary for the preservation of a substantial property right of the applicant.

3. *That the granting of the variance will not be detrimental to the public health, safety or welfare, or injuries to other property in the area.*

Granting of this variance will not be detrimental to public health, safety or welfare.

4. *That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the areas in accordance with the provisions of this Ordinance.*

Granting of this variance will not have the effect of preventing the orderly subdivision of other land in the area.

Attached Documents:

1. Thoroughfare Screening Variance Request Letter
2. Thoroughfare Screening Variance Exhibit

Planning & Zoning Commission Recommendation:

At the March 17, 2015, meeting, the Planning & Zoning Commission recommended the Town Council approve the request for a variance to the Subdivision Ordinance regarding Thoroughfare Screening along Windsong Parkway and Gee Road, for Windsong Ranch, Phases 1A, 1B, 1C, 3A-1, and 3B.

Town Staff Recommendation:

Town staff recommends the Town Council approve the request for a variance to the Subdivision Ordinance regarding Thoroughfare Screening along Windsong Parkway and Gee Road, for Windsong Ranch, Phases 1A, 1B, 1C, 3A-1, and 3B.

Proposed Motion:

I move to approve the request for a variance to the Subdivision Ordinance regarding Thoroughfare Screening along Windsong Parkway and Gee Road, for Windsong Ranch, Phases 1A, 1B, 1C, 3A-1, and 3B.



765 Custer Road, Suite 100 • Plano, Texas 75075 • (972) 422-0077 • Fax (972) 422-0075 • TBPE Reg. No. F-2121

March 4, 2015

Mr. Alex Glushko
Town of Prosper Planning
409 East First Street
Prosper, Texas 75078

Re: **Variance Request – Landscape Buffer Encroachment**
Windsong Ranch Phases 1A, 1B, 1C, 3A, and 3B

Dear Mr. Glushko:

During construction of the above-referenced projects, CoServ Electric finalized their design for electric infrastructure and requested various easements be added to the plats. These easements encroached on the proposed landscape buffers in four locations, which are detailed on the attached CoServ Easement Exhibit. The development team confirmed with CoServ that these easements would have no impact on our ability to install and maintain the approved landscape and hardscape improvements that were planned. The form of easement used to dedicate the easements clearly states that these improvements are considered “Permitted Improvements” (copy attached) and further, the engineering project manager for CoServ emphasized that the buffer could be utilized as planned. Given that the buffers would be owned and maintained by Terra Verde initially, and the homeowners’ association eventually, the easements were granted. The attached exhibit shows that the landscape and hardscape have been installed according to plan, and that the intent of the ordinance has not been compromised.

As you know, Staff discovered this condition during the final review process for the Phase 3B plat and alerted the development team that this violated a condition of the subdivision ordinance stating that landscape buffers were to be unencumbered with utility easements. At this point, the plats for Phases 1A and 1B were already filed, and the infrastructure for Phases 3A and 3B were constructed. The design of Phase 1C was modified to provide a 40’ landscape buffer where lots back to Windsong Parkway, which allows for 25’ of unencumbered buffer. However, the single lot in Phase 1C that sides to Windsong Parkway also backs to an existing Phase 1B lot, and the design team felt that leaving this buffer at 25’ would provide a more consistent condition. The subdivision ordinance allows that any such encumbrance can be granted a variance by Town Council; the purpose of this application is to request this variance for the affected phases. As we have discussed, future phases will be designed to prevent this condition. Phase 4 has been modified to allow the full 25’ clear for landscape purposes.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
Spiars Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Matt Dorsett', written over a white background.

Matthew M. Dorsett, P.E.



PARKS & RECREATION

To: Mayor and Town Council
From: Paul Naughton, RLA, Landscape Architect
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – April 14, 2015

Agenda Item:

Discussion on the Frontier Park North Conceptual Master Plan.

Description of Agenda Item:

At the September 23, 2014, Town Council meeting, the Town Council approved an agreement with Dunaway Associates for the Frontier Park North and Sexton Park Conceptual Master Plans project. As part of the discussion on the agreement, the Town Council requested the scope of services include Council in the process.

At the December 9, 2014, Town Council meeting, Elizabeth McIlrath of Dunaway Associates presented the on-site assessment of Frontier Park North and Sexton Park. Ms. McIlrath reviewed the existing conditions of Frontier Park and Sexton Park, and received initial ideas for program and facility improvements to the sites. At the February 10, 2015, Town Council meeting, Council received two concepts of Frontier Park North and three concepts of Sexton Park. The Town Council asked for the consultants to consider artificial turf on practice and game fields at Frontier Park North and indicated that they may be willing to forego some of the parking area on the east side and rely on shared parking with the future Prosper ISD stadium in order to provide more usable field space. The consultants were directed to revise the conceptual plan by maximizing the number of diamond sports fields, maximizing the area of multi-use field sports, and making use of artificial turf wherever possible.

Dunaway Associates has incorporated the feedback received from the Town Council and developed a concept plan for Frontier Park with costs associated with the latest option. Attached to the staff report is the latest concept plan for Frontier Park North and cost estimates for the proposed improvements with and without artificial turf for comparison.

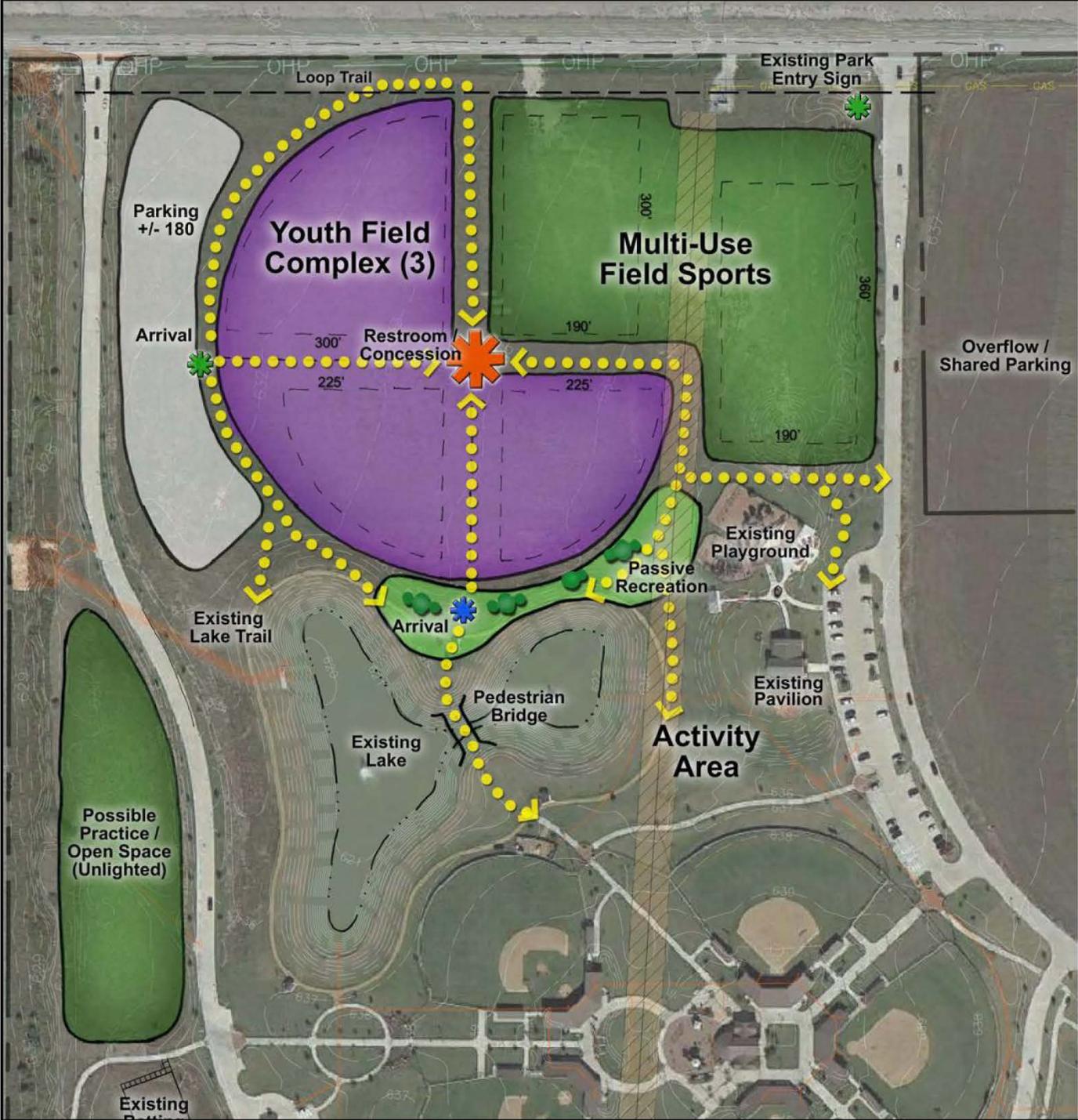
Attached Documents:

1. Frontier Park North Concept Plan
2. Frontier Park North Cost Estimates

Town Staff Recommendation:

Town staff requests that the Town Council provide feedback on the Frontier Park North Conceptual Master Plan.

Consensus Concept



- Youth 3- Field Complex
- Multi-Use Fields in NE Corner
- Parking West of 3-Plex with Overflow to East
- Passive Recreation Area at Water
- Trail Connections w/ Pedestrian Bridge
- Possible Practice Area near Batting Cages

**Frontier
Park North**

Budget Projections

- General Site Items.....\$ 1.1 M
- Youth Field Complex.....\$ 1.6 M
- Multi-Use Field Areas.....\$ 1.2 M
- Passive Recreation Area.....\$ 300k
- Overflow Practice Area.....\$ 20k
- Contingency (15%).....\$ 650k

CONSTRUCTION TOTAL.....\$ 4.9 M

- Other Costs.....\$ 550k
(Owner's Costs, Testing, Geotech, Design, TDLR, etc.)

PROJECT BUDGET TOTAL.....\$5.4 M

Frontier
Park North

Budget Projections *(w/ Artificial Turf Option)*

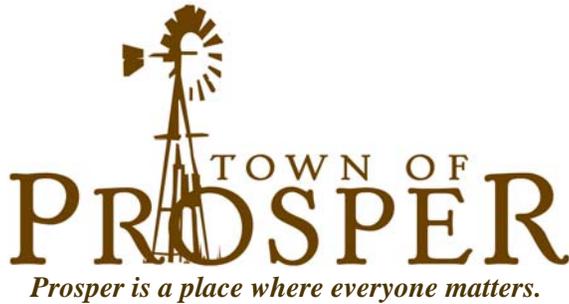
- General Site Items.....\$ 1.1 M
- Youth Field Complex.....\$ 2.7 M
- Multi-Use Field Areas.....\$ 3.2 M
- Passive Recreation Area.....\$ 300k
- Overflow Practice Area.....\$ 20k
- Contingency (15%).....\$ 1.1 M

CONSTRUCTION TOTAL.....\$ 8.5 M

- Other Costs.....\$ 930k
(Owner's Costs, Testing, Geotech, Design, TDLR, etc.)

PROJECT BUDGET TOTAL.....\$ 9.4 M





ENGINEERING

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – April 14, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project.

Description of Agenda Item:

This item is related to Items 15 and 16 also on the agenda for this meeting.

On January 13, 2015, Town staff discussed a priority list of shovel ready projects with Town Council. The goal of the discussion was to identify projects on which to start the engineering design in order to make them more attractive candidates for regional funding opportunities. At that meeting, Town Council directed staff to begin negotiating an engineering services agreement for the design of two of these roadway segments: Prosper Trail from Kroger to Coit Road and First Street from the Dallas North Tollway to Coleman Street. This agreement with Graham Associates, Inc., is the result of that discussion and direction.

This professional services agreement in the amount of \$816,511 is for the engineering design of the identified segments of Prosper Trail and First Street. These roadways will be designed as four-lane divided minor arterials in accordance with the Town's Thoroughfare Plan. Additional design elements include underground drainage systems, street lighting systems, and median landscaping for both roadways. Coordination with the BNSF Railroad and design of 12-inch and 16-inch water lines are also included with First Street. Traffic signals at Prosper Trail and Coit Road and at First Street and the Dallas North Tollway will also be analyzed and designed with these roadways. Topographic and property surveys, right-of-way and easement exhibits, geotechnical investigations, and subsurface utility explorations are also included with the scope of this agreement.

A list of qualified firms to provide professional engineering and related services to the Town of Prosper was approved by Town Council on March 25, 2014. Graham Associates, Inc., is one of six firms on the list qualified in the area of roadway design. Graham has recently completed work in Arlington and The Colony, including both public and private infrastructure associated with Nebraska Furniture Mart. They are also working with Denton County Fresh Water Supply District #10 on the design of Teel Parkway north of Fishtrap Road.

Budget Impact:

A Budget Amendment and CIP Amendment are also on this agenda to provide funding in the amount of \$305,000 for Prosper Trail and \$550,000 for First Street. This professional engineering services agreement is in the amount of \$816,511 is split \$285,158 for Prosper Trail and \$531,353 for First Street. Excess funding may be used for right-of-way acquisitions and other incidental costs associated with making these project shovel ready.

Legal Obligations and Review:

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

Attached Documents:

1. Location Map
2. Professional Engineering Services Agreement

Town Staff Recommendation:

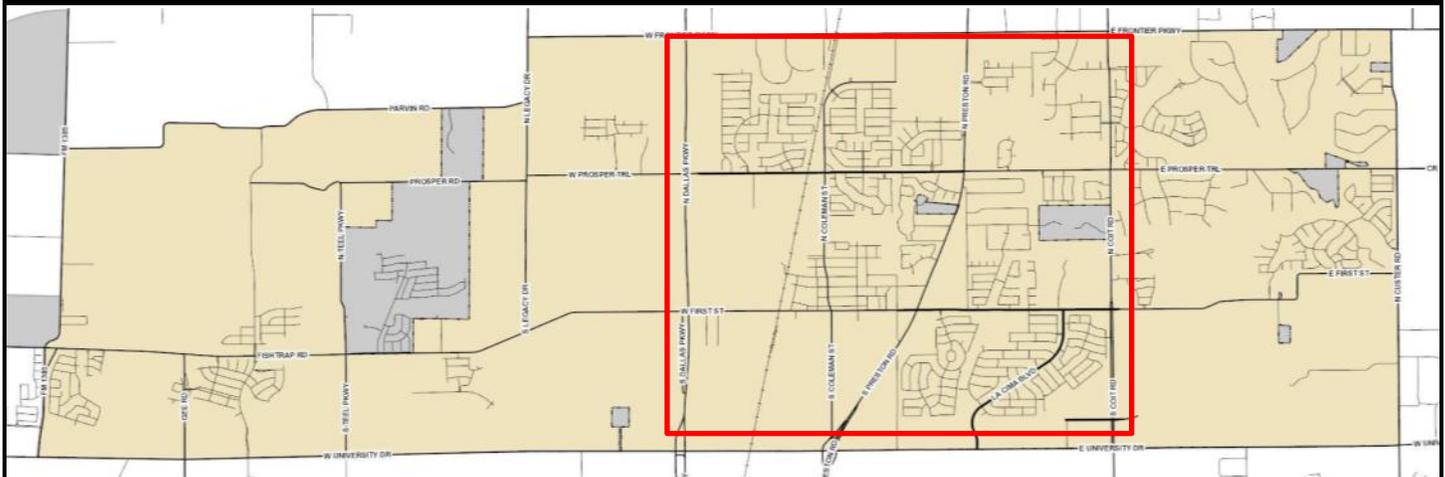
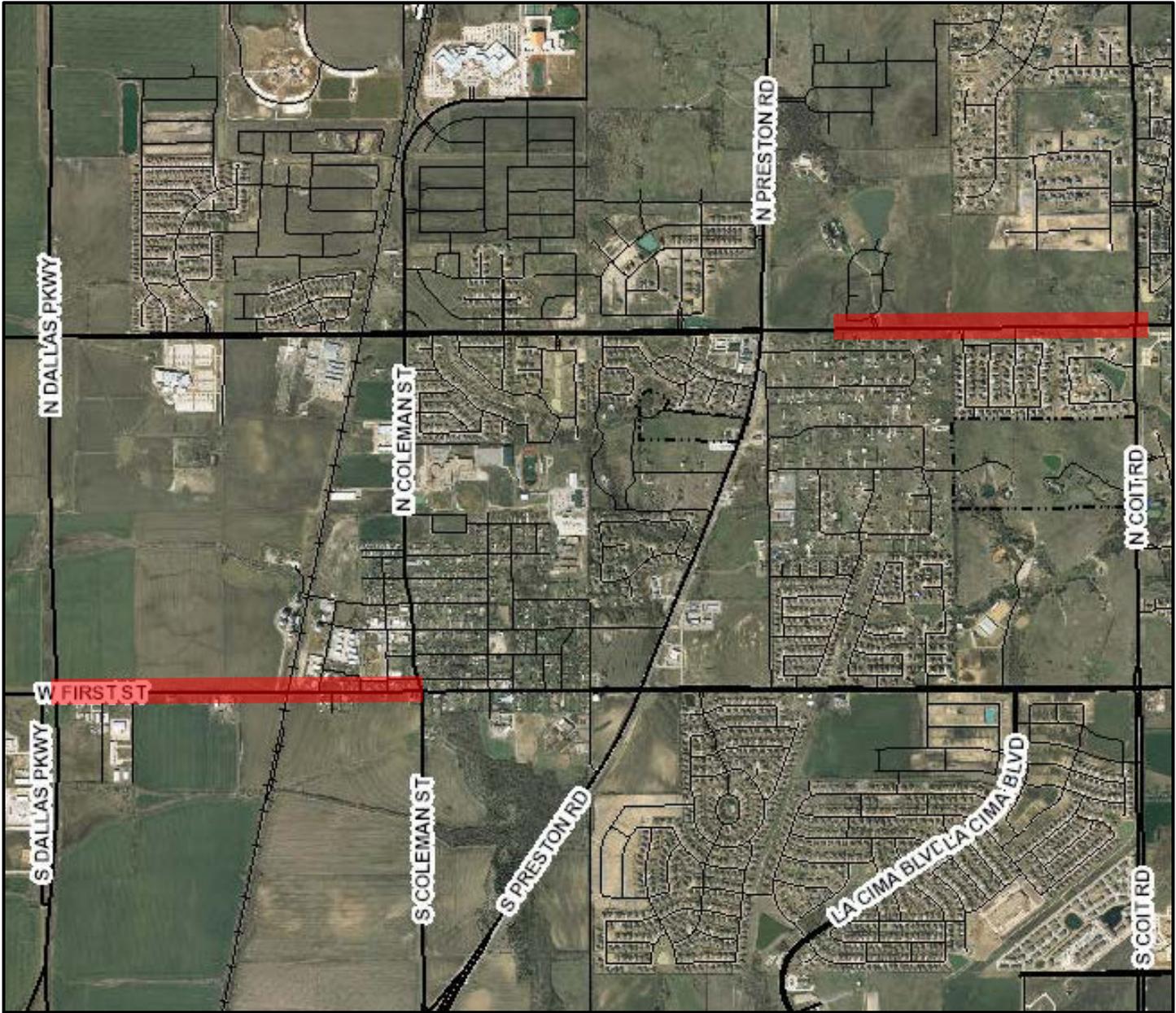
Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project.



First Street (Dallas North Tollway – Coleman) and Prosper Trail (Croger – Coit)



**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GRAHAM ASSOCIATES, INC.
PROSPER TRAIL FROM 1,000' EAST OF PRESTON ROAD TO COIT ROAD (1511-ST)
AND
FIRST STREET FROM DALLAS NORTH TOLLWAY TO COLEMAN STREET (1512-ST)**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with **Prosper Trail from 1,000' east of Preston Road to Coit Road (1511-ST)** and **First Street from Dallas North Tollway to Coleman Street (1512-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Eight Hundred Sixteen Thousand, Five Hundred Eleven Dollars and No Cents (\$816,511.00)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as

mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS,**

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

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

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

Graham Associates, Inc.	Town of Prosper
Mr. Scott Koehler	Harlan Jefferson
Senior Engineering Designer	Town Manager
Graham Associates, Inc.	121 W. Broadway
10880 John W. Elliot Suite 200	PO Box 307
Frisco, TX 75033	Prosper, TX 75078

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

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

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

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

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful

representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

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

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

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

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

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____ 2015.

GRAHAM ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By: _____
Signature

By: _____
Signature

W. Jeff Williams, P.E.
Printed Name

Harlan Jefferson
Printed Name

President
Title

Town Manager
Title

Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN TOWN OF PROSPER, TEXAS, AND GRAHAM ASSOCIATES, INC.
PROSPER TRAIL FROM 1,000' EAST OF PRESTON ROAD TO COIT ROAD (1511-ST)
AND
FIRST STREET FROM DALLAS NORTH TOLLWAY TO COLEMAN STREET (1512-ST)**

I. PROJECT DESCRIPTIONS

Part A. Prosper Trail – 1,000' East of Preston Road to Coit Road

The project involves improvements for widening approximately 4,400 linear feet of an existing 2 lane asphalt roadway from approximately 1000' east of Preston Road to Coit Road. The new pavement section will be a 4 lane concrete divided roadway, 4LD Minor Thoroughfare per the Town of Prosper Thoroughfare Plan (August 2011). The project also includes improvements at the Coit Road and Prosper Trail intersection, replacing the existing intersection with concrete divided roadways and extending asphalt tapers to transition from the concrete intersection to the existing 2 lane asphalt roadways on Coit Road north and south of Prosper Trail. The project includes new concrete and asphalt paving, drainage, culvert crossings, traffic signal warrant study and design, street lighting, pavement markings, signing, erosion control, traffic control and landscaping.

Part B. First Street – Dallas North Tollway to Coleman Street

The project involves improvements for widening approximately 5,300 linear feet of an existing 2 lane asphalt roadway from the Dallas North Tollway (DNT) to Coleman Street. The new pavement section will be a 4 lane concrete divided roadway, 4LD Minor Thoroughfare per the Town of Prosper Thoroughfare Plan (August 2011). The project also includes improvements at the Dallas North Tollway and at Coleman Street intersections, integrating concrete transitions and providing in interim traffic signal at the DNT intersection; extending an asphalt taper to transition from the concrete intersection to the existing 2 lane concrete road at the Coleman Street intersection; a new 16-inch waterline per the Town's Water System Master Plan; and relocation of an existing 12-inch water line. The project includes new concrete and asphalt paving, drainage, an at grade railroad crossing, improved culvert crossing at the railroad, water line, traffic signal warrant study and design, street lighting, pavement markings, signing, erosion control, traffic control and landscaping.

II. TASK SUMMARY

Task 1 –30% Construction Plans (Concept).

- Design Survey of the proposed roadway alignment including a topographic survey, setting permanent control, finding pins and establishing boundaries, and field locations of franchise utilities.
- Concept Construction Plans including a 1"=50' scale schematic including paving plan/profile and typical sections, drainage area map, runoff computations, and drainage plans with preliminary pipe sizes along with a report summarizing the project.
- Franchise Utility Identification and Conflict Analysis – GAI will identify utilities in the project vicinity and provide a concept conflict analysis for the proposed improvements that includes encroachments and crossings of franchise utilities and recommendations for remediation.

Task 2 – 70% Construction Plans (Preliminary).

- Preliminary Construction Plans addressing the Town’s comments from the 30% Concept Plan Submittal, including a cover sheet, general notes, quantity sheets, typical sections, paving plan/profiles, drainage area map, runoff computations, storm drain plan/profiles for storm drain mains (no laterals profiled), water line plans (First Street only), traffic control plans, erosion control plans, traffic signals (paid for under Task 8), cross sections every 50 feet, landscaping plans, irrigation plans, and hardscaping plans.
- Pavement Markings and Signing
- TxDOT and BNSF plans for submittals (First Street only)
- Preliminary Opinion of Probable Cost
- Franchise Utility Identification and Conflict Analysis – GAI will identify utilities in the project vicinity and provide a preliminary conflict analysis for the proposed improvements that includes encroachments and crossings of franchise utilities and recommendations for remediation.
- ***Note – project may be placed on hold following the Town’s review of the 70% Preliminary Construction Plans pending allocation of construction funding. If delay exceeds one year, both parties reserve the right to renegotiate remaining tasks or to terminate the contract.***

Task 3 – 90% Construction Plans (Final).

- Final Construction plans addressing the Town’s comments from the 70% Preliminary Plans, including a cover sheet, general notes, quantity sheets, typical sections, paving plan/profiles, drainage area map, runoff computations, storm drain plan/profiles, storm drain laterals, culvert layouts, traffic control plans, water plans, erosion control plans, traffic signals, pavement markings, signing, cross sections every 50 feet, landscaping plans, irrigation plans, and hardscaping plans.
- Draft Construction Contract and Specifications for review.
- Final Opinion of Probable Cost
- Franchise Utility Identification and Conflict Analysis – GAI will identify utilities in the project vicinity and provide a preliminary conflict analysis for the proposed improvements that includes encroachments and crossings of franchise utilities and recommendations for remediation
- Submittal to ADA/TDLR

Task 4 – 100% Construction Plans (Bid Set).

- Construction plans addressing the Town’s comments from the 90% Final Comments
- Preparation and Distribution of Bid Sets – Construction Plans and Construction Contracts and Specifications – GAI will prepare and deliver an electronic Bid Set that the Town can place on their E-Bidding site.
- Coordination with the Town during project bidding

Task 5 – Construction Administration.

- Construction Site Visits – 6 visits per project
- Review of Contractor Submittals
- Coordination with the Town during construction for design changes
- Meetings with the Town and Contractor

Task 6 – Record Drawings.

- Incorporate Contractor’s as-built markups

- Incorporate Town Inspector's as-built markups
- Incorporate Engineer's as-built markups

Task 7 – Traffic Signals

- Prepare Warrant Study of Prosper Trail & Coit Road prior to 90% plans
- Prepare Warrant Study of Dallas North Tollway & First Street prior to 90% plans
- Prepare Permanent Traffic Signal Design at Prosper Trail & Coit Road with 90% plans, if warranted
- Prepare Interim Traffic Signal Design at Dallas North Tollway & First Street with 90% plans, if warranted

Task 8 – Right of Way Documents

- Prepare Right of Way strip maps – One (1) review set and one (1) final set
- Prepare Easement Documents and Legal Descriptions
 - Up to 3 tracts of land for Prosper Trail
 - Up to 33 tracts of land for First Street

Task 9 – SUE and Franchise Utility Conflict Analysis

- Identify and Locate Franchise Utilities - Potholing
- Provide conflict analysis for Franchise Utility encroachments and crossings
- Provide recommendations for remediation of Franchise Utility conflicts

Task 10 – Landscaping and Irrigation Design

- Prepare median landscaping design to Town's typical standards with 90% plans

Task 11 – Geotechnical Investigation and Pavement Design (First Street Only)

- Field Borings and Samples
- Lab Analysis
- Pavement Section Design
- Geotechnical Report

Task 12 – Railroad Coordination and Permit (First Street Only)

- Surveying Permit, including Exhibits
- Construction Permit, including Exhibits and ROW description
- Coordination and Review with railroad

III. ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope will be considered additional services and will be provided as requested and authorized by Client. Graham Associates Inc. can provide the following services; however, they are not included in the limited scope of this agreement:

- Changes to our work due to Site Plan changes after the 70% plan review and notice to proceed on the 90% plans
- Geotechnical Report, Soils Testing or Materials Testing for Prosper Trail
- Pavement Typical Section Design for Prosper Trail
- Submittal, Review, Platting, and Permitting Fees or other Fees Associated with adjacent commercial and/or residential Development

- Off-Site Utility or Infrastructure Design beyond the Off-Site Drainage
- Legal Descriptions for Vacation of Utility Easements or R.O.W.
- Retaining Wall, Structural, or Slope Stability Design
- Structural Design for Street Light Foundations
- Inspection of Utilities, Paving, Storm Drainage
- Design/Relocation of Gas, Electric, Duct Banks, Telephone, Cable TV Service, or any other Franchise Utility
- Revision to Plans after Approval
- Water or Sanitary Sewer Modeling, Study or Report
- CLOMR/LOMR Study and IES Field Surveys
- USACE Jurisdictional Determination, Permitting, etc.
- Preparation of SWPPP
- Construction Staking
- Environmental Site Assessment
- Tree Mitigation Services
- Any item not specifically included in the Scope of Services

III. DELIVERABLES

Deliverables are for each project part.

Task	Deliverables
Task 1 – 30% Construction Plans	<ul style="list-style-type: none"> • One (1) Set of 22”x 34” Construction plans • Two (2) Sets of 11” x 17” Construction plans • Two (2) Copies of the Geotechnical Report/Pavement Design • PDF copies of all deliverables
Task 2 – 70% Construction Plans	<ul style="list-style-type: none"> • One (1) of 22” x 34” Construction plans • Set Two (2) Sets of 11” x 17” Construction plans • Three (3) Sets of ROW Strip Maps for Review • Three (3) Sets of Right of Way Parcel Exhibits and Description for Review • PDF copies of all deliverables
Task 3 – 90% Construction Plans	<ul style="list-style-type: none"> • One (1) of 22” x 34” Construction plans • Set Two (2) Sets of 11” x 17” Construction plans • Three (3) Sets of Right of Way Parcels • Three (3) Sets of Right of Way Strip maps • Three (3) Sets of Construction Contract Documents and Specifications • PDF copies of all deliverables
Task 4 – 100% Construction Plans	<ul style="list-style-type: none"> • Two (2) Sets of 11" x 17" construction plans prior to bidding • Two (2) Sets of Construction Contract Documents and Specifications prior to bidding • Four (4) Sets of Construction Contract Documents and Specifications for execution after bidding • Six (6) 22" x 34" Construction plans to issue for construction after bidding • Ten (10) 11" x 17" Construction plans to issue for construction after bidding • PDF copies of all deliverables
Task 5 – Construction Administration	<ul style="list-style-type: none"> • Copies of Site Visit Reports • Copies of Submittal Reviews
Task 6 – Record Drawings	<ul style="list-style-type: none"> • One (1) 22”x34” bond copy of the record drawings • One (1) 22”x34” mylar copy of the record drawings • One (1) PDF copy of each sheet of the record drawings • One (1) DWG of the record drawings base map

Task 7 – Traffic Signals	<ul style="list-style-type: none"> • One (1) electronic copy of Warrant Studies for Traffic Signal Plans • Included in Tasks 3, 4 and 6
Task 8 – Right of Way Documents	<ul style="list-style-type: none"> • Strip Maps – one review, one final • Parcel Exhibits – <ul style="list-style-type: none"> ○ up to 3 for Prosper Trail ○ up to 33 for First Street
Task 9 – SUE and Franchise Utility Conflict Analysis	<ul style="list-style-type: none"> • One (1) electronic copy of Conflict Analysis Report
Task 10 – Landscaping and Irrigation Plans	<ul style="list-style-type: none"> • Included in Tasks 3, 4 and 6
Task 11 – Geotechnical Investigation and Pavement Design (First Street Only)	<ul style="list-style-type: none"> • Included in Task 1
Task 12 – Railroad Coordination and Permit (First Street Only)	<ul style="list-style-type: none"> • Exhibits and Plans for Permits • Permit Application(s)

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GRAHAM ASSOCIATES, INC.
PROSPER TRAIL FROM 1,000' EAST OF PRESTON ROAD TO COIT ROAD (1511-ST)
AND
FIRST STREET FROM DALLAS NORTH TOLLWAY TO COLEMAN STREET (1512-ST)**

I. COMPENSATION SCHEDULE – PART A. PROSPER TRAIL

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	April 2015	
Task 1 – 30% Construction Plans	July 2015	\$65,716.00
Task 2 – 70% Construction Plans	November 2015	\$85,173.00
<i>Note – Potential Hold</i>		
Task 3 – 90% Construction Plans	March 2016	\$33,086.00
Task 4 – 100% Construction Plans	June 2016	\$17,653.00
Task 5 – Construction Administration	N/A	\$5,000.00
Task 6 – Record Drawings	Completion of Construction	\$15,000.00
Task 7 – Traffic Signals	June 2016	\$14,740.00
Task 8 – Right of Way Documents	February 2016	\$20,250.00
Task 9 – SUE and Franchise Utility Conflict Analysis	November 2015	\$13,000.00
Task 10 – Landscaping and Irrigation Design	Tasks 1-4	\$15,540.00
Total Compensation		\$285,158.00

II. COMPENSATION SUMMARY – Part A. PROSPER TRAIL

Basic Services (Lump Sum)	Amount
Task 1 – 30% Construction Plans	\$65,716.00
Task 2 – 70% Construction Plans	\$85,173.00
Task 3 – 90% Construction Plans	\$33,086.00
Task 4 – 100% Construction Plans	\$17,653.00
Task 5 – Construction Administration	\$5,000.00
Task 6 – Record Drawings	\$15,000.00
Task 7 – Traffic Signals	\$14,740.00
Total Basic Services:	\$236,368.00

Special Services (Hourly Not-to-Exceed)	Amount
Task 8 – Right of Way Documents	\$20,250.00
Task 9 – SUE and Franchise Utility Conflict Analysis	\$13,000.00
Task 10 – Landscaping and Irrigation Design (*)	\$15,540.00
Total Special Services:	\$48,790.00

*Includes a 10% mark-up for GAI services

III. COMPENSATION SCHEDULE – FIRST STREET

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	April 2015	
Task 1 – 30% Construction Plans	July 2015	\$115,930.00
Task 2 – 70% Construction Plans	November 2015	\$168,752.00
<i>Note – Potential Hold</i>		
Task 3 – 90% Construction Plans	March 2016	\$60,091.00
Task 4 – 100% Construction Plans	June 2016	\$31,350.00
Task 5 – Construction Administration	N/A	\$5,000.00
Task 6 – Record Drawings	Completion of Project	\$15,000.00
Task 7 – Traffic Signals	June 2015	\$14,190.00
Task 8 – Right of Way Documents	February 2016	\$47,000.00
Task 9 – SUE and Franchise Utility Conflict Analysis	November 2015	\$17,000.00
Task 10 – Landscaping and Irrigation Design	Tasks 1-4	\$16,640.00
Task 11 – Geotechnical Investigation and Pavement Design	June 2015	\$25,900.00
Task 12 – Railroad Coordination and Permit	June 2016	\$14,500.00
Total Compensation		\$531,353.00

IV. COMPENSATION SUMMARY – First Street

Basic Services (Lump Sum)	Amount
Task 1 – 30% Construction Plans	\$116,949.00
Task 2 – 70% Construction Plans	\$178,144.00
Task 3 – 90% Construction Plans	\$69,361.00
Task 4 – 100% Construction Plans	\$35,985.00
Task 5 – Construction Administration	\$5,000.00
Task 6 – Record Drawings	\$15,000.00
Task 7 – Traffic Signals	\$14,190.00
Total Basic Services:	\$410,313.00

Special Services (Hourly Not-to-Exceed)	Amount
Task 8 – ROW Documents	\$47,000.00
Task 9 – SUE and Franchise Utility Conflict Analysis	\$17,000.00
Task 10 – Landscaping and Irrigation Design (*)	\$16,640.00
Task 11 – Geotechnical Engineering and Pavement Design (*)	\$25,900.00
Task 12 – Railroad Coordination and Permits	\$14,500.00
Total Special Services:	\$121,040.00

*Includes a 10% mark-up for GAI services

**EXHIBIT C
INSURANCE REQUIREMENTS**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GRAHAM ASSOCIATES, INC.
PROSPER TRAIL FROM 1,000' EAST OF PRESTON ROAD TO COIT ROAD (1511-ST)
AND
FIRST STREET FROM DALLAS NORTH TOLLWAY TO COLEMAN STREET (1512-ST)**

I. COMMON REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Consultant. Consultant shall declare any deductible or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) for approval by the Town.

Consultant shall maintain insurance policies with a company that maintains a financial strength rating of "A- VI" or greater by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

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

II. GENERAL LIABILITY INSURANCE

Consultant shall maintain a general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate for third-party bodily injury, personal injury, and property damage. Policy will include coverage for premises/operations, broad form contractual liability, products and completed operations, personal injury, and broad form property damage.

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

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

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

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

III. AUTOMOBILE LIABILITY

Consultant shall maintain an automobile liability policy in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit. Automobile liability shall apply to all owned, hired, and non-owned autos that will be used under this Agreement.

III. PROFESSIONAL LIABILITY

Consultant shall maintain a professional liability (errors and omissions) insurance policy in an amount not less than One Million Dollars (\$1,000,000) for each claim, and Two Million Dollars (\$2,000,000) in the aggregate. A "claims made" policy is acceptable coverage which must be maintained during the course of the Project, and up to two (2) years after completion and acceptance of the Project by Town.

IV. WORKERS COMPENSATION

Consultant shall maintain all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. The insurer shall agree to waive all rights of subrogation against Town, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the Project.

V. OTHER INSURANCE REQUIREMENTS

Umbrella coverage or excess liability coverage ___ is / X is not required. If Project size and scope warrant, and if required by this section, Consultant shall maintain an umbrella coverage or excess liability coverage insurance policy in an amount of Two Million Dollars (\$2,000,000).

XCU coverage ___ is / X is not required. If Project scope warrants, and if required by this section, Consultant shall maintain XCU coverage not less than One Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN TOWN OF PROSPER, TEXAS, AND GRAHAM ASSOCIATES, INC.
PROSPER TRAIL FROM 1,000' EAST OF PRESTON ROAD TO COIT ROAD (1511-ST)
AND
FIRST STREET FROM DALLAS NORTH TOLLWAY TO COLEMAN STREET (1512-ST)**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p><small>This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center"><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small></p>	<p>Date Received</p> 	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>		

Adopted 06/29/2007



ENGINEERING

To: Mayor and Town Council
From: Matt Richardson., P.E., Senior Engineer
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – April 14, 2014

Agenda Item:

Consider and act upon an amendment to the FY 2014-2015 Capital Improvement Plan.

Description of Agenda Item:

This item is related to Items 14 and 16 also on the agenda for this meeting.

On January 13, 2015, Town Council provided direction to staff to begin negotiating an engineering services agreement for the design of Prosper Trail from Kroger to Coit Road and First Street from the Dallas North Tollway to Coleman Street. The approved FY 2014-2015 Budget and FY 2014-2015 CIP do not include funding for these projects. Staff proposes to increase funding allocations in the CIP to provide adequate funding for these projects.

Budget Impact:

Staff proposes to increase funding allocations for the following projects. Increased expenditures from the Impact Fee Fund will be allocated based on a budget amendment that is also on the agenda for this meeting.

Project	Description	Current FY14-15	Proposed FY14-15	Difference
Prosper Trail (Kroger – Coit)	East Thoroughfare Impact Fees	0	305,000	+305,000
First Street (DNT – Coleman)	East Thoroughfare Impact Fees	0	195,000	+195,000
First Street (DNT – Coleman)	West Thoroughfare Impact Fees	0	330,000	+330,000
First Street (DNT – Coleman)	Water Impact Fees	0	25,000	+25,000

Attached Documents:

1. CIP Amendment
2. Project Detail Sheets

Town Staff Recommendation:

Town staff recommends that the Town Council approve an amendment to the FY 2014-2015 Capital Improvement Plan.

Proposed Motion:

I move to approve an amendment to the FY 2014-2015 Capital Improvement Plan.

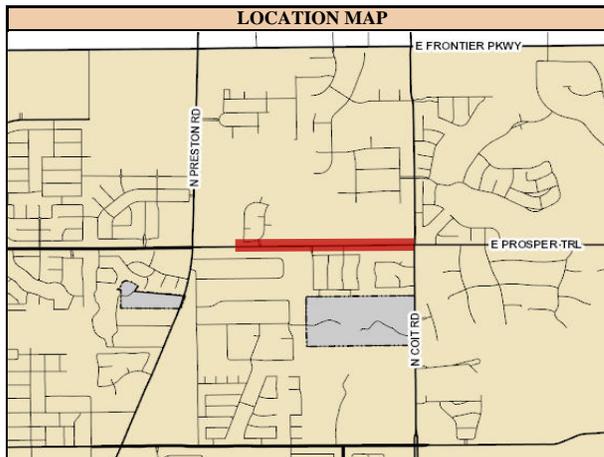
**TOWN OF PROSPER
CAPITAL IMPROVEMENT PROGRAM**

PROJECT TITLE
Prosper Trail (Kroger - Coit)

PRJ NO.	TYPE	DEPT
1511-ST	Street	Eng

CREATED	UPDATED
4/2/2015	4/2/2015

PROJECT DESCRIPTION
Construct a 4-lane divided minor arterial on Prosper Trail from Kroger to Coit Road, including underground drainage, median lighting and landscaping, and other incidental improvements.
Design Consultant Graham Associates, Inc.
General Contractor TBD



PROJECT SCHEDULE	
Design Start	April 2015
Design Complete	June 2016
Land Acquisition Complete	TBD
Utility Adjustment Complete	TBD
Construction Bid Opening	TBD
Construction Contract Award	TBD
Construction Start	TBD
Construction Complete	TBD

REVENUE SUMMARY									
FUNDING SOURCES	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	TOTAL
Impact Fees Thoroughfare East			305,000						305,000
New Debt								3,975,000	3,975,000
TOTAL PROJECT COST	0	0	305,000	0	0	0	0	3,975,000	4,280,000

COST SUMMARY									
PROJECT COST	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	TOTAL
Professional Services			305,000						305,000
Construction								3,975,000	3,975,000
TOTAL PROJECT COST	0	0	305,000	0	0	0	0	3,975,000	4,280,000

OPERATING IMPACT									
PROJECT ANNUAL OPERATING IMPACT	Annual Impact	One-Time Impact							TOTAL
		2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
									0
									0
									0
TOTAL PROJECTED OPERATING IMPACT	0	0	0	0	0	0	0	0	0

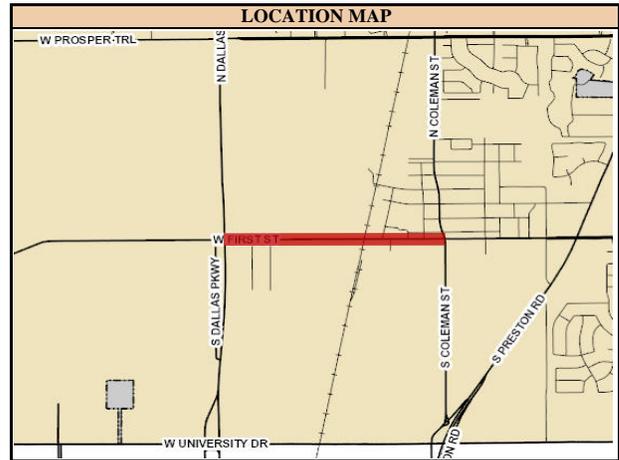
TOWN OF PROSPER CAPITAL IMPROVEMENT PROGRAM

PROJECT TITLE
First Street (DNT - Coleman)

PRJ NO.	TYPE	DEPT
1512-ST	Street	Eng

CREATED	UPDATED
4/2/2015	4/2/2015

PROJECT DESCRIPTION	
Construct a 4-lane divided minor arterial on First Street from the Dallas North Tollway to Coleman Street, including underground drainage, median lighting and landscaping, water lines, and other incidental improvements.	
Design Consultant	Graham Associates, Inc.
General Contractor	TBD

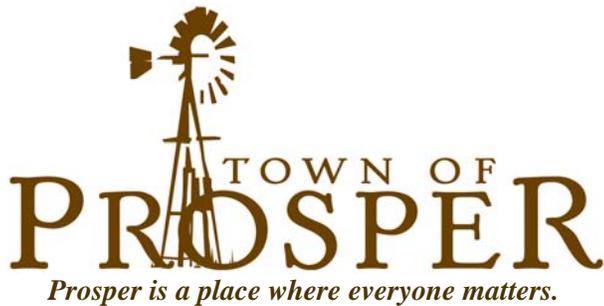


PROJECT SCHEDULE	
Design Start	April 2015
Design Complete	June 2016
Land Acquisition Complete	TBD
Utility Adjustment Complete	TBD
Construction Bid Opening	TBD
Construction Contract Award	TBD
Construction Start	TBD
Construction Complete	TBD

REVENUE SUMMARY									
FUNDING SOURCES	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	TOTAL
Impact Fees Thoroughfare East			195,000						195,000
Impact Fees Thoroughfare West			330,000						330,000
Impact Fees Water			25,000						25,000
New Debt								7,650,000	7,650,000
									0
TOTAL PROJECT COST	0	0	550,000	0	0	0	0	7,650,000	8,200,000

COST SUMMARY									
PROJECT COST	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	TOTAL
Professional Services			550,000						550,000
Construction								7,650,000	7,650,000
									0
TOTAL PROJECT COST	0	0	550,000	0	0	0	0	7,650,000	8,200,000

OPERATING IMPACT									
PROJECT ANNUAL OPERATING IMPACT	Annual Impact	One-Time Impact							TOTAL
		2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
									0
									0
									0
TOTAL PROJECTED OPERATING IMPACT	0	0	0	0	0	0	0	0	0



FINANCE

To: Mayor and Town Council
From: Kim Galvin, Interim Director of Finance
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – April 14, 2014

Agenda Item:

Consider and act upon an ordinance amending the FY 2014-2015 budget.

Description of Agenda Item:

This item is related to Items 14 and 15 also on the agenda for this meeting.

On January 13, 2015, the Town Council provided direction to staff to begin negotiating an engineering services agreement for the design of Prosper Trail from Kroger to Coit Road and First Street from the Dallas North Tollway to Coleman Street. The approved FY 2014-2015 Budget and FY 2014-2015 CIP do not include funding for these projects. Staff proposes to increase expenditures in the Impact Fee Fund to provide adequate funding for these projects.

Budget Impact:

Staff proposes to increase expenditures in the following accounts. Increased expenditures will be allocated to CIP projects based on a CIP amendment that is also on the agenda for this meeting. The Impact Fee Fund balance is adequate to support these increased expenditures.

Account	Description	Approved FY14-15	Amended FY14-15	Difference
65-6115-99-00	Capital Exp – Water	926,887	951,887	+25,000
65-6140-99-00	Capital Exp – Thoroughfare	1,973,000	2,803,000	+830,000

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends Town Council adopt an ordinance amending the FY 2014-2015 budget.

Proposed Motion:

I move to adopt an ordinance amending the FY 2014-2015 budget.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 15-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 14-67 (FY 2014-2015 BUDGET) TO INCREASE APPROPRIATIONS FROM THE IMPACT FEE FUND BUDGET; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that it will be beneficial and advantageous to the residents of the Town of Prosper, Texas ("Prosper") to amend Ordinance No. 14-67 (FY 2014-2015 Budget); and

WHEREAS, the changes will result in budgeted funds being reallocated among different departments.

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

Amendment to Ordinance No. 14-67 (FY 2014-2015 Budget). Ordinance No. 14-67 (FY 2014-2015 Budget) is hereby amended to allow for increases to appropriations from the Impact Fee Fund Budget as shown in Exhibit "A" attached hereto and incorporated herein.

SECTION 3

Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 4

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, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5

Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14TH DAY OF APRIL, 2015.

TOWN OF PROSPER, TEXAS

Ray Smith, Mayor

ATTESTED:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Exhibit "A"
Budget Amendment

Account	Description	Approved FY14-15	Amended FY14-15	Difference
65 – Impact Fee Fund				
65-6115-99-00	Capital Exp – Water	926,887	951,887	+25,000
65-6140-99-00	Capital Exp – Thoroughfare	1,973,000	2,803,000	+830,000