



*Prosper is a place where everyone matters.*

**AGENDA**  
**Meeting of the Prosper Town Council**  
Prosper Municipal Chambers  
108 W. Broadway, Prosper, Texas  
Tuesday, October 13, 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 recent and upcoming events.
4. Presentations
  - Presentation of Certificates of Appreciation to former members of the Town's Boards and Commissions. **(RB)**
  - Presentation of a Scenic City Award to members of the Development and Community Services Department.

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 meetings. **(RB)**
  - Regular Meeting – September 22, 2015
  - Town Council Work Session – September 30, 2015
- 5b. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for Geographic Information System (GIS) Services between the Town of Prosper and the City of Frisco. **(JW)**
- 5c. Consider and act upon an ordinance amending the Future Land Use Plan, located on the northwest corner of Prosper Trail and future Shawnee Trail, from Medium Density Residential to Dallas North Tollway District. The property is zoned Single Family-15 (SF-15) and Commercial Corridor (CC). (CA15-0002). [Companion Case Z14-0005] **(JW)**
- 5d. Consider and act upon an ordinance rezoning 67.7± acres, located on the northwest corner of Prosper Trail and Dallas Parkway, from Single Family-15 (SF-15) and Commercial Corridor (CC) to Planned Development-Single Family/Office/Retail (PD-SF/O/R). (Z14-0005). [Companion case CA15-0002] **(JW)**

- 5e. Consider and act upon an ordinance amending Planned Development-38 (PD-38), on 83.6± acres, located on the northeast corner of US 380 and Coit Road. (Z15-0008). **(JW)**

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.)

**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.)

**DEPARTMENT ITEMS:**

7. Consider and act upon an ordinance amending Article 1.10, "Code of Ethics," of Chapter 1, "General Provisions," of the Town's Code of Ordinances by repealing the existing Code of Ethics and replacing it with a new Code of Ethics. **(TW)**
8. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between the Town of Prosper, Texas, and Alan Plummer Associates, Inc., related to the BNSF Pressure Reducing Valve project. **(MR)**
9. Discussion on the Lower Pressure Plane Ground Storage Tank and Pump Station Project. **(HW)**

10. **EXECUTIVE SESSION:**

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

- 10a. *Section 551.087 – To discuss and consider economic development incentives.*
- 10b. *Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*
11. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.
12. Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.
13. Adjourn.

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 121 W. Broadway Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on October 9, 2015, by 5:00 p.m., and remained so posted at least 72 hours before said meeting was convened.

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

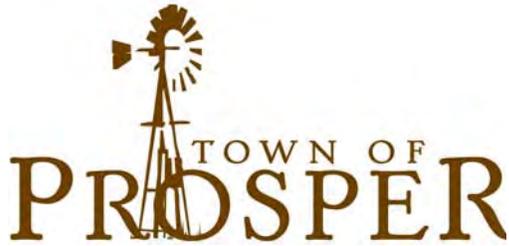
\_\_\_\_\_  
Date Noticed Removed

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

### **NOTICE**

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

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

**MINUTES**  
**Regular Meeting of the**  
**Prosper Town Council**  
Prosper Municipal Chambers  
108 W. Broadway, Prosper, Texas  
Tuesday, September 22, 2015

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

The meeting was called to order at 6:05 p.m.

**Council Members Present:**

Mayor Ray Smith  
Mayor Pro-Tem Meigs Miller  
Deputy Mayor Pro-Tem Curry Vogelsang, Jr.  
Councilmember Kenneth Dugger  
Councilmember Michael Korbuly  
Councilmember Mike Davis (arrived at 6:11 p.m.)  
Councilmember Jason Dixon

**Staff Members Present:**

Harlan Jefferson, Town Manager  
Robyn Battle, Town Secretary  
Edwin Voss, Town Attorney  
Hulon Webb, Executive Director of Development and Community Services  
John Webb, Development Services Director  
Alex Glushko, Senior Planner  
Jonathan Hubbard, Planner  
Paul Naughton, Landscape Architect  
Will Mitchell, Parks and Recreation Manager  
Julie Shivers, Recreation Services Coordinator  
Leslie Scott, Library Director  
Cheryl Davenport, Finance Director  
January Cook, Purchasing Agent  
Baby Raley, Human Resources Director  
Doug Kowalski, Police Chief  
Ronnie Tucker, Fire Chief  
Stuart Blasingame, Assistant Fire Chief  
Bryan Ausenbaugh, Fire Marshal

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

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

**3. Announcements of recent and upcoming events.**

Councilmember Dixon read the following announcements:

The Prosper Police and Fire Departments are hosting a “Drug Take Back Day” on Saturday, September 26, to provide a safe, convenient way to dispose of over-the-counter or prescription medications. Residents may drop off unwanted or expired drugs at the entry lobby of the Prosper Fire Station from 10:00 a.m. - 2:00 p.m.

On Tuesday, October 6, residents are encouraged to participate in National Night Out by spending the evening outside visiting with neighbors and Prosper’s public safety personnel. This annual event was created to heighten awareness and strengthen participation in local anti-crime efforts. Contact Officer Chris Peacock for more information or to schedule a block party.

The 6th Annual Cory Ausenbaugh Memorial 5k and 1 Mile Fun Run will be held on Saturday, October 10, at Windsong Ranch. Proceeds will benefit the Cory Ausenbaugh Memorial Scholarship Foundation for a deserving Prosper High School Senior who is pursuing a degree in education, and children of firefighters, police officers, and educators who pass away prematurely. Contact Assistant Fire Chief Stuart Blasingame for more information.

Senior Citizen residents are invited to attend a Senior Luncheon with the Mayor on Wednesday, October 14, from 11:30 a.m. - 1:00 p.m. in Prosper Municipal Chambers. Please RSVP to Julie Shivers in the Parks and Recreation Department by October 9.

Residents are invited to join the fun at Prosper’s Homecoming Parade, to be held on Wednesday, October 14, starting at 5:30 p.m. Come see a variety of floats representing Prosper’s community and school groups at one of the Town’s biggest fall events.

#### 4. Presentations

- **Presentation of a Proclamation to members of the Prosper Police Department and Prosper Fire Department declaring October 6, 2015 as *National Night Out*. (DK/RT)**

Mayor Smith presented the Proclamation to Police Chief Kowalski, Fire Chief Tucker, Assistant Fire Chief Blasingame, and Fire Marshal Ausenbaugh.

- **Presentation of a Certificate of Recognition to Assistant Fire Chief Stuart Blasingame. (RB)**

Mayor Smith presented the Certificate of Recognition to Assistant Chief Blasingame for his recent assistance in helping to apprehend a robbery suspect in Frisco. Assistant Chief Blasingame was also recognized at a ceremony hosted by the Plano Police Department.

- **Presentation of a Proclamation to members of the Clothe a Child Program declaring October 2015 as *Clothe a Child Month*. (RB)**

Mayor Smith presented the Proclamation to John Taylor of the Clothe a Child program.

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 meetings. (RB)
- Regular Meeting – September 8, 2015
- 5b. Receive the August 2015 Financial Report (CD)
- 5c. Consider and act upon Resolution No. 15-54 designating *The Prosper Press* as the official newspaper of the Town of Prosper for Fiscal Year 2015-2016. (RB)
- 5e. Consider and act upon Ordinance No. 15-56 amending Article 3.19, “Fence Regulations” of Chapter 3, “Building Regulations,” of the Town’s Code of Ordinances, by amending and establishing standards for wooden fences adjacent to and visible from streets and requirements for open fencing. (MD15-0003) (JW)

Councilmember Dixon removed Item 5d from the Consent Agenda.

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

- 5d. Consider and act upon an ordinance amending the Town’s Zoning Ordinance, Ordinance No. 05-20, as amended, by amending Subsection 4.2, of Section 4, of Chapter 2; Subsection 5.2, of Section 5, of Chapter 2; Subsection 6.2, of Section 6, of Chapter 2; Subsection 7.2, of Section 7, of Chapter 2; Subsection 8.2, of Section 8, of Chapter 2; Subsection 9.2, of Section 9, of Chapter 2; Subsection 2.6(a)(1), of Subsection 2.6, of Section 2, of Chapter 4; Section 7, of Chapter 4, by adding thereto a new subsection, 7.7, “Carport Design Standards”; Subsection 9.8, of Section 9, of Chapter 4; Section 9, of Chapter 4, by adding thereto new subsections, 9.19, “Alternating single family plan elevations” and 9.20, “Residential garage standards.” (Z15-0005) (JW)

Development Services Director John Webb responded to questions from the Town Council regarding masonry and fence requirements in the proposed ordinance. Mr. Webb amended the language in Section 9.8, A., 4., with the agreement of the Town Attorney to read: “Unless an alternate material is approved by the Town Council, any portion of an upper story, excluding windows, that faces a street, public or private open space, public or private parks, or hike and bike trails, shall be 100% masonry and shall not be comprised of cementitious fiber board.”

Councilmember Dixon made a motion and Councilmember Dugger seconded the motion to adopt Ordinance No. 15-55, subject to the amended language in Section 9.8, A., 4.

The motion 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.)**

There were no Citizen Comments.

**REGULAR AGENDA:**

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

**PUBLIC HEARINGS:**

7. **Conduct a Public Hearing, and consider and act upon a request to rezone 15.7± acres, from Commercial (C) and Planned Development-25 (PD-25) to Planned Development-Retail (PD-R), located on north side of US 380, 580± feet west of Custer Road. (Z15-0011). (JW)**

Development Services Director John Webb presented this item before the Town Council. The purpose of the request is to develop a big box grocery store (Kroger) and associated convenience store with gas pumps. Mr. Webb reviewed the proposed development standard of the request. The applicant's proposed elevations were designed to coordinate with the adjacent Lowe's elevations, and therefore, differ from the elevations of the other Kroger developments in Town. The Planning & Zoning Commission recommended approval of the request, subject to the applicant including a minimum of 20% stone on the southern elevation.

Councilmember Korbuly left the meeting at 6:35 p.m.

Mayor Smith opened the Public Hearing.

Greg Winkler, representing the applicant, stated that he agreed with staff to coordinate the elevations of the Kroger development with the adjacent Lowe's development, but did not agree to include barn doors as part of the building's façade.

Mayor Smith closed the Public Hearing.

Mr. Webb responded to questions from the Town Council related to the minimum standards for stone as an exterior material, since the request does not meet the minimum 20%. Council requested that the applicant return with a revised elevation that includes the minimum requirement for stone, barn doors on the building façade, and a sign plan.

Councilmember Dixon made a motion and Councilmember Dugger seconded the motion to table the item to the October 27, 2015, Town Council meeting. The motion was approved by a vote of 5-2, with Councilmember Davis casting the opposing vote, and Councilmember Korbuly being absent for the vote.

**DEPARTMENT ITEMS:**

**8. Discussion on Town Hall/Multi-Purpose Facility. (HW)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. Mr. Webb reviewed the feedback that Town staff and Randall Scott Architects have received thus far: the facility is to be designed as an interim facility, to be as economical as possible, and to be designed with the intent of repurposing the building for another municipal use sometime in the future. The facility's entrance should face south with an entrance on the north and south sides, and parking available along Main Street. The Town Council would also like to see designs for a two-story option with architectural features similar to Prosper High School. Pogue Construction Co., L.P., was approved as the Construction Manager-At-Risk for the Town Hall/Multi-Purpose Facility at the September 8, 2015, Town Council meeting. Based on feedback received from the Town Council, Randall Scott Architects and Pogue Construction have been able to further refine cost estimates in an effort to address Council's comments on the square footage cost of the proposed facility.

Mr. Webb introduced Zach Walker from Pogue Construction who reviewed the square footage costs of similar facilities, escalated to today's prices. The Town Council was provided with handouts of updated cost estimates. Randall Scott explained some of the cost reductions in the additional building-related costs portion of the estimate. David Karcher of Pogue Construction explained that some portions of the building may have a higher cost per square footage than others, and that some of the costs are still unknown, such as some of the utility installation and site preparation costs. Town Manager Harlan Jefferson explained that items such as sewer and drainage for the project are included in the Town's Capital Improvement Program, and are not included in the cost estimate. The Town Council asked that information on the Collin Central Appraisal District building be brought forward in the next discussion. No further action was taken.

**9. Consider and act upon an ordinance amending Appendix A, "Fee Schedule," to the Town's Code of Ordinances by repealing existing Appendix A, "Fee Schedule," and adopting a new Appendix A, "Fee Schedule." (RB)**

Town Secretary Robyn Battle presented this item before the Town Council. Earlier this year, the Town Secretary's Office began a project to audit and update Appendix A, the Fee Schedule, in the Town's Code of Ordinances. In addition to some fee increases, Town staff has identified several errors and omissions in the Fee Schedule. The Fee Schedule is composed of the 18 sections; however, the proposed fee changes will only affect six of those sections.

**Sec. 1 Construction Permits and Fees**

The Building Inspections division is not proposing any fee increases at this time; however, there are several fees that were adopted by ordinance, but never codified.

The Fee Schedule will be updated to reflect the correct fees. This entire section will be reviewed at a later date for potential fee changes.

#### Sec. V Development Fees

Development Services is proposing to increase their application fees for zoning changes and plat filings, simplifying the ways the fees are calculated, and removing the required number of copies of plats that must be submitted at the time of application. The department has also introduced a new property owner notification fee.

#### Sec. VIII Miscellaneous

Miscellaneous fees are stand-alone fees that do not belong in other sections of the Fee Schedule. The Library Fees have been included in this section. The Library Director is not proposing an increase in late fees for books or DVD's, but is recommending a fee for lost items and a fee to patrons to recover the cost of shipping for Inter-Library Loan materials. This fee is a standard fee set by the Texas State Library. Another proposed fee for this section is the fee the Town charges for notary services, which is \$5.00 for the first signature, and \$1.00 for each additional signature. This is the maximum fee allowed to be charged by the Texas Secretary of State.

#### Sec. IX Water and Sewer Rates

Utility billing is not recommending a change in rates at this time; however, there are some corrections that need to be made in this section of the Fee Schedule related to turnoffs and reconnects, and the fee for irrigation service initiation.

#### Sec. XI Rates for Collection of Solid Waste and Recyclables

There are no proposed fee changes in this section, however the bulk pickup schedule needs to be updated to clarify language regarding Household Hazardous Waste vouchers.

#### Sec. XIII Parks and Recreation User Fees

The Parks and Recreation Department is proposing a new fee structure for the rental of Frontier Park Pavilion. The proposal is a three-tiered structure based on the number of participants, there will continue to be different fee structures for residents versus non-residents. The deposit and cancellation policies will remain the same.

All of the proposed updates to the Fee Schedule have been determined by Town staff to be reasonable changes that will increase revenue and help offset the cost of staff time and maintenance requirements. This update will also serve as a housekeeping effort to eliminate outdated language and streamline the Fee Schedule to make it easier to read and understand.

After discussion, Councilmember Dugger made a motion and Councilmember Vogelsang seconded the motion to adopt Ordinance No. 15-57 amending Appendix A, "Fee Schedule," to the Town's Code of Ordinances by repealing existing Appendix A, "Fee Schedule," and adopting a new Appendix A, "Fee Schedule. The motion was approved by a vote of 6-1, with Councilmember Korbuly being absent for the vote.

- 10. Consider and act upon an ordinance adopting the Fiscal Year 2015-2016 Annual Budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016. (HJ)**

Mayor Smith opened Item 10 and Item 11 concurrently. Town Manager Harlan Jefferson presented both items concurrently. Mr. Jefferson stated that the FY 2015-2016 does not include a tax rate increase, or fee increases for water, sewer, solid waste or storm drainage services. The focus on the budget is public safety, streets and parks. He reviewed the consolidated fund summaries, the Town's tax rate history, and the effect the proposed tax rate will have on the average homeowner. Mr. Jefferson then addressed a list of specific discussion items related to the budget about which the Council has requested further information.

After discussion, Councilmember Dixon made a motion and Councilmember Vogelsang seconded the motion to adopt Ordinance No. 15-58, adopting the Fiscal Year 2015-2016 Annual Budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as proposed. Town Secretary Robyn Battle called the roll, and Council Members responded as follows:

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

The motion was approved by a vote of 5-2.

Councilmember Dixon made a motion and Councilmember Dugger seconded the motion to ratify the property tax revenue increase as reflected in the Fiscal year 2015-2016 Adopted Budget. The motion was approved by a vote of 6-1, with Councilmember Korbuly being absent for the vote.

**11. Consider and act upon an ordinance adopting the Town of Prosper 2015 Property Tax Rate. (HJ)**

Councilmember Dixon made a motion and Councilmember Dugger seconded the motion to adopt Ordinance No. 15-59, that the property tax rate be increased by the adoption of a tax rate of \$0.52 per \$100 assessed valuation, which is effectively an 8.20 percent increase in the tax rate. Town Secretary Robyn Battle called the roll, and Council Members responded as follows:

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

The motion was approved by a vote of 6-1

**12. Consider and act upon an ordinance establishing a Homestead Tax Exemption. (CD)**

Finance Director Cheryl Davenport presented this item before the Town Council. She reviewed an analysis of the effect of a Homestead Exemption on the Town's assessed values ranging from a 1% to 20% exemption, and the effect such exemptions would have on the Town's revenue and the average homeowner. She responded to various scenarios related to the exemption rate, and the corresponding effects on the Town's fund balance and tax rate.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Dugger seconded the motion to adopt Ordinance No. 15-60 establishing a Homestead Tax Exemption of seven and one-half percent (7.5%). The motion was approved by a vote of 6-1, with Councilmember Korbuly being absent for the vote.

**13. Consider and act upon a resolution adopting the Fiscal Year 2015-2016 Capital Improvement Program. (HW)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. Town staff has prepared the FY 2015-2016 Proposed Capital Improvement Program (CIP), which includes budgeted capital projects for FY 2015-2016, and major planned capital projects for a ten-year planning window. Mr. Webb provided an overview of the CIP and responded to questions from the Town Council.

Councilmember Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to adopt Resolution No. 15-61 adopting the Fiscal Year 2015-2016 Capital Improvement Program. The motion was approved by a vote of 6-1, with Councilmember Korbuly being absent for the vote.

**14. Consider and act upon authorizing the Town Manager to execute a Water Improvement Development Agreement between Bloomfield Homes, LP, and the Town of Prosper, Texas, related to the extension of water lines to serve the Prosper Lake on Preston development. (HW)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. Bloomfield Homes, LP, is developing Prosper Lake on Preston, and in order to facilitate the development, they will be required to extend a 20" water line. Since the proposed water line is depicted on the Town of Prosper Water System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of water impact fees owed by the development. The purpose of the Water Improvement Development Agreement is to outline the obligations of the Town of Prosper and Bloomfield Homes, LP, related to the design, construction, and reimbursement of water impact fees to fund the project. Mr. Webb reviewed the terms of the agreement.

Councilmember Vogelsang made a motion and Councilmember Dixon seconded the motion authorizing the Town Manager to execute a Water Improvement Development Agreement between Bloomfield Homes, LP, and the Town of Prosper, Texas, related to the extension of water lines to serve the Prosper Lake on Preston development. The motion was approved by a vote of 6-1, with Councilmember Korbuly being absent for the vote.

15. **Consider and act upon a resolution authorizing the Town Manager to execute an application to the Texas Parks & Wildlife Department Outdoor Recreation Grant for the development of Frontier Park North. (PN)**

Landscape Architect Paul Naughton presented this item before the Town Council. Town staff is developing an application for the Texas Parks & Wildlife Department Outdoor Recreation Grant to assist in the development of Frontier Park North. The grant program assists local units of government with the acquisition and/or development of public recreation areas and facilities, providing 50% matching grants on a reimbursement basis to eligible applicants. The project will add amenities to the existing Frontier Park such as additional sports fields, a covered pavilion for community gatherings, a hike and bike trail, and additional parking. Mr. Naughton stated that the Town is pursuing additional grant funding through Collin County.

Councilmember Dugger made a motion and Councilmember Davis seconded the motion to adopt Resolution No. 15-62 authorizing the Town Manager to execute an application to the Texas Parks & Wildlife Department Outdoor Recreation Grant for the development of Frontier Park North. The motion was approved by a vote of 6-1, with Councilmember Korbuly being absent for the vote.

16. **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:**

- 16a. ***Section 551.087 – To discuss and consider economic development incentives.***
- 16b. ***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.***
- 16c. ***Section 551.074 – To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.***

The Town Council recessed into Executive Session at 8:25 p.m.

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

The Town Council reconvened the Regular Session at 9:25.

Councilmember Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to authorize the Town Manager to execute on behalf of the Town an Economic Development Incentive Agreement with Lowe's Home Centers, LLC, and the Prosper Economic Development Corporation. The motion was approved by a vote of 6-1 with Councilmember Korbuly being absent for the vote.

Councilmember Dixon made a motion and Councilmember Korbuly seconded the motion to appoint the following individuals to the Town's Boards and Commissions, with terms to begin on October 1, 2015:

<b>BOARD NAME</b>	<b>TERM EXPIRES</b>	<b>APPOINTEE</b>
<b>BOARD OF ADJUSTMENT / CONSTRUCTION BOARD OF APPEALS</b>		
Place No. 1 (Alt.)	09-30-2017	Brent Wells
Place No. 3	09-30-2017	George Dupont
Place No. 5	09-30-2017	Tracy Kirl
Place No. 7	09-30-2017	Phyllis Hoffschwelle
<b>ECONOMIC DEVELOPMENT CORPORATION</b>		
Place No. 5	09-30-2018	Reno Jones
Place No. 6	09-30-2018	Jordan Simms
Place No. 7	09-30-2018	Billy Hurst
<b>LIBRARY BOARD</b>		
Place No. 1	09-30-2017	Lucy Towle
Place No. 3	09-30-2017	Jeff Webster
Place No. 5	09-30-2017	Jennifer Stice
Place No. 7	09-30-2017	James Sanders
<b>PARKS AND RECREATION BOARD</b>		
Place No. 1	09-30-2017	Barbara Cottone
Place No. 3	09-30-2017	Bobby Atteberry
Place No. 5	09-30-2017	Amy Bartley
Place No. 7	09-30-2017	Mandy Goddard
<b>PLANNING AND ZONING COMMISSION</b>		
Place No. 1	09-30-2017	Chad Robertson
Place No. 3	09-30-2017	Craig Andres
Place No. 5	09-30-2017	Tripp Davenport
Place No. 7	09-30-2017	Brandon Daniel

The motion was approved by a vote of 6-1, with Councilmember Korbuly being absent for the vote.

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

- **TIRZ No. 1 and TIRZ No. 2 Board of Directors (HJ)**

Town Manager Harlan Jefferson asked for Council feedback on the appointment of the Board of the Directors for the Town's two TIRZ Boards, suggesting that each be given place numbers to ensure continuity and prevent confusion if and when board members change. Mayor Smith suggested that a County Commissioner or designee be assigned a place on the Board of Directors for each TIRZ Board.

- **Discussion on the Lower Pressure Plane Ground Storage Tank and Pump Station Project. (HW)**

Jeff Payne of Freese and Nichols provided an update to the Town Council on the proposed location of the Lower Pressure Plane Ground Storage Tank and Pump Station Project. He provided information on potential sites, with cost estimates for each location. To provide needed service to the Town, the project should be in service by 2018.

Councilmember Korbuly returned to the meeting and took his place at the Council bench at 9:52 p.m.

Mr. Payne stressed that the key to keeping costs down is to choose a site on higher ground. Staff was directed to explore the two options utilizing the North Texas Municipal Water District sites.

- **Discussion of portable restrooms at the southwest corner of Frontier Park. (HW)**

Hulon Webb provided information on parks in comparison cities related to number of restroom facilities and distance between restroom facilities and play areas. He also provided a cost estimate on constructing a permanent restroom facility at the location. Town staff was directed to install two portable restrooms near the batting cages in Frontier Park for the duration of the fall playing season.

**23. Adjourn.**

The meeting was adjourned at 10:21 p.m. on Tuesday, September 22.

These minutes approved on the 13th day of October, 2015.

**APPROVED:**

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**Ray Smith, Mayor**

**ATTEST:**

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**Robyn Battle, Town Secretary**



*Prosper is a place where everyone matters.*

## MINUTES

**Town Council Work Session**  
Prosper Municipal Chambers  
108 W. Broadway, Prosper, Texas  
Wednesday, September 30, 2015

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

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

#### **Council Members Present:**

Mayor Ray Smith  
Mayor Pro-Tem Meigs Miller  
Deputy Mayor Pro-Tem Curry Vogelsang, Jr.  
Councilmember Kenneth Dugger  
Councilmember Mike Davis  
Councilmember Jason Dixon (arrived at 6:55 p.m.)

#### **Council Members Absent:**

Councilmember Michael Korbuly

#### **Staff Members Present:**

Harlan Jefferson, Town Manager  
Hulon Webb, Executive Director of Development and Community Services  
Angela Tucker, Administrative Assistant  
John Webb, Development Services Director  
Leslie Scott, Library Director  
Cheryl Davenport, Finance Director  
January Cook, Purchasing Agent  
Baby Raley, Human Resources Director  
Doug Kowalski, Police Chief  
Ronnie Tucker, Fire Chief  
Stuart Blasingame, Assistant Fire Chief

#### **Pogue Construction Co., L.P. Staff Present:**

David Karcher

#### **Randall Scott Architects Staff Present:**

Randall Scott  
Greg Conaway

### 2. **Discussion on Town Hall/Multi-Purpose Facility. (HW)**

Hulon Webb, Executive Director of Development and Community Services, introduced the staff members from Pogue Construction Co., L.P. and Randall Scott Architects. The Town Council, Town staff, and the consultants discussed the cost per square foot for the project. A comparison was made between the proposed Town Hall/Multi-Purpose Facility and the Collin Central Appraisal District building. The Council was presented with several cost models from similar projects. Options were discussed for tilt-wall, steel, and modular buildings. Randall

Scott Architects presented three two-story options and three three-story options for the facility and discussed the advantages of each. Overall, the Council provided direction to pursue the Scheme 6, three-story option with a size of 50,000 square feet. The building entrance should face south, with similar architectural characteristics as Prosper High School. Council was in favor of a traditional-style building with a brick and/or stone façade. The Council also discussed the option of adding a balcony on the third floor. Randall Scott recommended that the entire interior of the building should be finished out, but the Town could reduce costs by leaving empty space within departments, then filling in as needed.

**3. 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:**

- 3a. *Section 551.087 – To discuss and consider economic development incentives.***
- 3b. *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.***
- 3c. *Section 551.074 – To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.***

The Executive Session was not held.

- 4. **Reconvene in Regular Session and take any action necessary as a result of the Closed Session.****
- 5. **Adjourn.****

The meeting was adjourned at 7:35 p.m. on Wednesday, September 30.

These minutes approved on the 13th day of October, 2015.

**APPROVED:**

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**Ray Smith, Mayor**

**ATTEST:**

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**Robyn Battle, Town Secretary**



## PLANNING

**To:** Mayor and Town Council

**From:** John Webb, AICP, Director of Development Services

**Through:** Harlan Jefferson, Town Manager

**Re:** Town Council Meeting – October 13, 2015

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**Agenda Item:**

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

**Description of Agenda Item:**

Since 2003, the Town of Prosper has contracted with the City of Frisco for the provision of GIS services to the Town. The current Interlocal Agreement (ILA) with Frisco expired at the end of September 2015. The attached ILA with Frisco provides GIS services through September 2016. A Statement of Work is attached to the ILA.

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

**Budget Impact:**

Approval of this agreement obligates the Town to pay Frisco \$54,100 divided into four equal quarterly payments for the provision of GIS services. In FY 2014-2015 the cost of GIS services was \$53,040; therefore, this agreement reflects a 2% cost increase of services, which is consistent with the previous years' increases. The Planning Division budget includes \$55,000 for GIS services.

**Legal Obligations and Review:**

The ILA was prepared by the City of Frisco and reviewed by Terrence Welch of Brown & Hofmeister, L.L.P. The format of the ILA has not changed since 2003.

**Attached Documents:**

1. Interlocal agreement
2. Statement of work

**Town Staff Recommendation:**

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

**Proposed Motion:**

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

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

THIS AGREEMENT (the “Agreement”), made and entered into this \_\_\_\_ day of October, 2015, by and between the **CITY OF FRISCO, TEXAS** (“Frisco”), a municipal corporation, and the **TOWN OF PROSPER** (“Prosper”), a municipal corporation.

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

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

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

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

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

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

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

1. **Obligations of Prosper.**

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

2. **Obligations of Frisco.**

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

- B. The electronic data created by Frisco as outlined in Exhibit "A" will be the property of Prosper and Frisco and shall be provided to Prosper periodically upon written request and/or upon termination of this agreement.
3. **Compensation.** Prosper shall pay to Frisco \$54,100.00 as compensation for the GIS services provided to Prosper in accordance with this Agreement. The compensation shall be divided into four (4) quarterly equal payments.
4. **Term/Termination.** The term of this Agreement shall commence on the date established above and shall continue in effect until September 30, 2016. It is the intent of both parties to extend this agreement through the 2016-2017 fiscal year. At the time of execution of this agreement, the statement of work for Fiscal Year 2016-2017 had not been determined, nor had the compensation for such work been calculated. Prior to the termination of this agreement, the parties shall complete the determination of the Fiscal Year 2016-2017 statement of work and the compensation calculations for such work and negotiate an extension to this agreement to September 30, 2017. Similar extensions shall be negotiated near the termination of each fiscal year until such time as either party desires to terminate the agreement.
5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

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

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

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

- C. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- D. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- E. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- F. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- G. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- H. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- I. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- J. **Pursuit of a Governmental Function.** Both Frisco and Prosper have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.
- K. **Sovereign Immunity.** The parties agree that neither Frisco nor Prosper has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

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

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

**THE CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE TOWN OF PROSPER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT A**

### **Statement of Work GIS Services for Town of Prosper City of Frisco, GIS FY16**

#### **Introduction**

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

#### **Maintain GIS Base Layers**

Prosper has requested the following data layers be maintained:

- |                       |                             |
|-----------------------|-----------------------------|
| 1. Parcel             | 15. Parks                   |
| 2. TaxRoll            | 16. Schools                 |
| 3. Water              | 17. Final Plats             |
| 4. Sewer              | 18. Sex Offender Locations  |
| 5. Storm              | 19. Sex Offender Free Zones |
| 6. Roads              | 20. Special Districts       |
| 7. Zoning             | 21. Wet/Dry                 |
| 8. Addresses          | 22. FEMA (multiple)         |
| 9. Annexation         | 23. Current Land Use        |
| 10. Subdivision       | 24. Hike & Bike Trails      |
| 11. Hunting Layer     | 25. Developer Agreements    |
| 12. Town Limits       | 26. Warning Sirens          |
| 13. ETJ               | 27. Bridges                 |
| 14. Public Facilities |                             |

#### **Maintain End User GIS Software**

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

#### **Mapping Services**

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

#### **Work To Be Performed**

#### **Maintain GIS Base Layers**

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

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

Prosper will provide Frisco AsBuilts, in both PDF and AutoCAD formats, along with any GPS data collected, to be converted by RAMTeCH within 2 weeks of receipt by Prosper. To maintain

efficiencies, Frisco will be sending these plans to Ramtech in bulk deliveries upon receipt of at least 6 plans or every 3 months whichever occurs first. Prosper will provide Frisco with an average of 3 Zoning changes and/or new ordinances per month for input into the GIS.

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

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

### **Maintain End User GIS Software**

Frisco will provide support for the online mapping application for internal use only. In addition, Frisco will provide data exports of all requested GIS Layers on a monthly basis for use by Town Staff and New Edge Services for Cityworks integration.

### **Mapping Services**

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

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

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



## PLANNING

**To:** Mayor and Town Council

**From:** John Webb, AICP, Director of Development Services

**Through:** Harlan Jefferson, Town Manager

**Re:** Town Council Meeting – October 13, 2015

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**Agenda Item:**

Consider and act upon an ordinance amending the Future Land Use Plan, located on the northwest corner of Prosper Trail and the future Shawnee Trail, from Medium Density Residential to Dallas North Tollway District. The property is zoned Single Family-15 (SF-15) and Commercial Corridor (CC). (CA15-0002). [Companion Case Z14-0005]

**Description of Agenda Item:**

On September 8, 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. Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the ordinance as to form and legality.

**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 MAP OF THE TOWN OF PROSPER'S COMPREHENSIVE PLAN; 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 of the Town of Prosper ("Prosper") Comprehensive Plan, adopted by 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, THAT:**

**SECTION 1**

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

**SECTION 2**

Amendment to Prosper's Comprehensive Plan, Ordinance No. 12-21. The Future Land Use Plan Map of the Town of Prosper's Comprehensive Plan, adopted by Ordinance No. 12-21, is hereby amended to reflect Tollway District uses on the northwest corner of Prosper Trail and Shawnee Trail, as depicted in Exhibit A, attached hereto and incorporated by reference.

**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, adopted by 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 13TH DAY OF OCTOBER, 2015.**

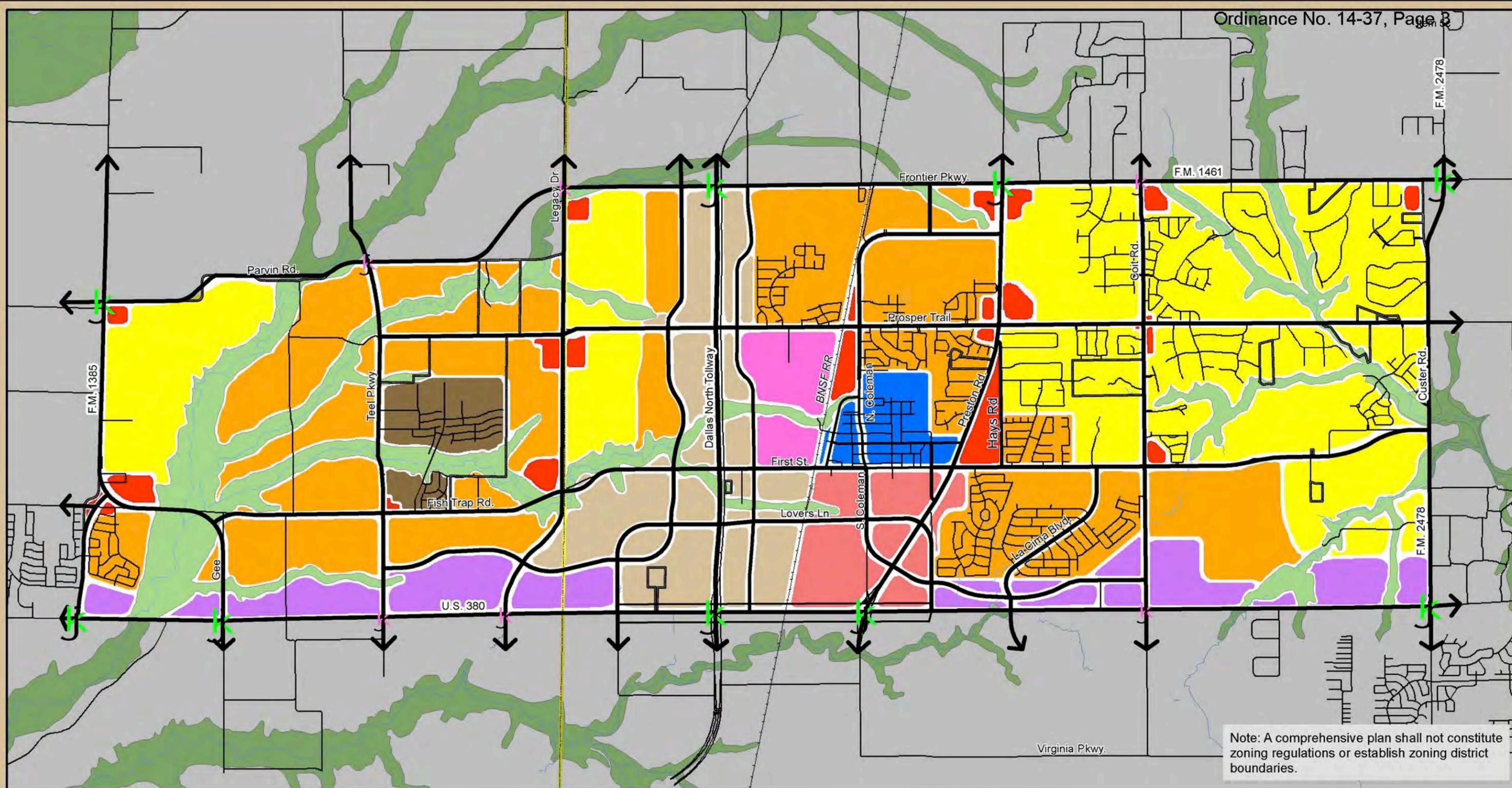
\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

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

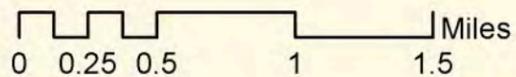
**APPROVED AS TO FORM AND LEGALITY:**

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



Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

OCTOBER 2015



Legend

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

# Future Land Use Plan



EXHIBIT "A"

Plate 2



## PLANNING

**To:** Mayor and Town Council

**From:** John Webb, AICP, Director of Development Services

**Through:** Harlan Jefferson, Town Manager

**Re:** Town Council Meeting – October 13, 2015

**Agenda Item:**

Consider and act upon an ordinance rezoning 67.7± acres, located on the northwest corner of Prosper Trail and Dallas Parkway, from Single Family-15 (SF-15) and Commercial Corridor (CC) to Planned Development-Single Family/Office/Retail (PD-SF/O/R). (Z14-0005). [Companion case CA15-0002]

**Description of Agenda Item:**

On September 8, 2015, the Town Council approved zoning case Z14-0005, by a vote of 6-1, subject to revising the PD, as follows:

1. Revising Exhibit C, Section C.5, 1., g. to require a minimum roof pitch for all pad sites within Tract C.
2. Revising Exhibit C, Section C.4, 1., to require Planning & Zoning Commission and Town Council approval of a detailed material/style plan which shall be submitted along with the Façade Plan, to define the architectural character of the property at the time the first Preliminary Site Plan and/or Site Plan is submitted.
3. Revising Exhibit C, by deleting item B.4(1)(b);
4. Revising Exhibit C, by amending items B.4(1)(g) and C.5(1)(g) to require pitched roofs of 8:12 for all buildings under 5,000 sf, 6:12 for all buildings between 5,000 and 10,000 sf and 4:12 for all buildings over 10,000 sf;
5. Revising Exhibit C, by deleting item C.5(1)(b);
6. Revising Exhibit C by amending item C.4(2)(a) to provide for the same or greater screening and buffering requirements provided for in the retail district, and in accordance with Exhibit F-1;
7. Revising Exhibit C by amending items C.3(4)(a)(i)(4) to require that at least 50% of the berms shall be 4 feet in height with a minimum of 2 foot berms otherwise required; and
8. Revising Exhibit C.3(3) that no more than 2 drive-thru restaurants shall be permitted along the Dallas North Tollway and neither shall be adjacent to another drive-thru restaurant; and only 1 drive-thru restaurant shall be authorized along Prosper Trail. No drive-thru restaurant shall be permitted any sooner than simultaneously with a certificate of occupancy that has been issued for the big box/anchor retail.

The applicant has revised the request accordingly and Town staff has prepared an ordinance rezoning the property.

**Legal Obligations and Review:**

Zoning Ordinance 05-20 requires that the Town Council hold a public hearing before approving a zoning request and adopting an ordinance rezoning property. A public hearing has been held and the Town Council approved the zoning case. Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the ordinance as to form and legality.

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town staff recommends that the Town Council adopt an ordinance rezoning 67.7± acres, located on the northwest corner of Prosper Trail and Dallas Parkway, from Single Family-15 (SF-15) and Commercial Corridor (CC) to Planned Development-Single Family/Office/Retail (PD-SF/O/R).

**Proposed Motion:**

I move to adopt an ordinance rezoning 67.7± acres, located on the northwest corner of Prosper Trail and Dallas Parkway, from Single Family-15 (SF-15) and Commercial Corridor (CC) to Planned Development-Single Family/Office/Retail (PD-SF/O/R).

**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 15-\_\_**

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE, BY REZONING A TRACT OF LAND CONSISTING OF 67.715 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM SINGLE FAMILY-15 (SF-15) AND COMMERCIAL CORRIDOR (CC) TO PLANNED DEVELOPMENT FOR SINGLE FAMILY/OFFICE/RETAIL USES (PD-SF/O/R); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper"), has received a request from Prosper 67 Partners, LTD. ("Applicant"), to rezone 67.715 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas; and

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

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

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

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

**SECTION 1**

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

**SECTION 2**

Amendments to the Town's Zoning Ordinance. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20, is amended as follows: The zoning designation of the below-described property containing 67.715 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas (the "Property"), and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-Single-Family/Office/Retail (PD-SF/O/R). The property as a whole and

the boundaries for each zoning classification are more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the statement of intent and purpose, attached hereto as Exhibit B; 2) the planned development standards, attached hereto as Exhibit C; 3) the concept plan, attached hereto as Exhibit D; 4) the development schedule, attached hereto as Exhibit E; 5) the conceptual landscape plans, attached hereto as Exhibits F and F-1, and 6) the conceptual elevations, attached hereto as Exhibit G, which are incorporated herein for all purposes as if set forth verbatim.

Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules, and regulations of Prosper, as they currently exist or may be amended.

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

- a. Two (2) copies shall be filed with the Town Secretary and retained as original records and shall not be changed in any matter.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

Penalty. Any person, firm, corporation or business entity violating this Ordinance 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 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 13TH DAY OF OCTOBER, 2015.**

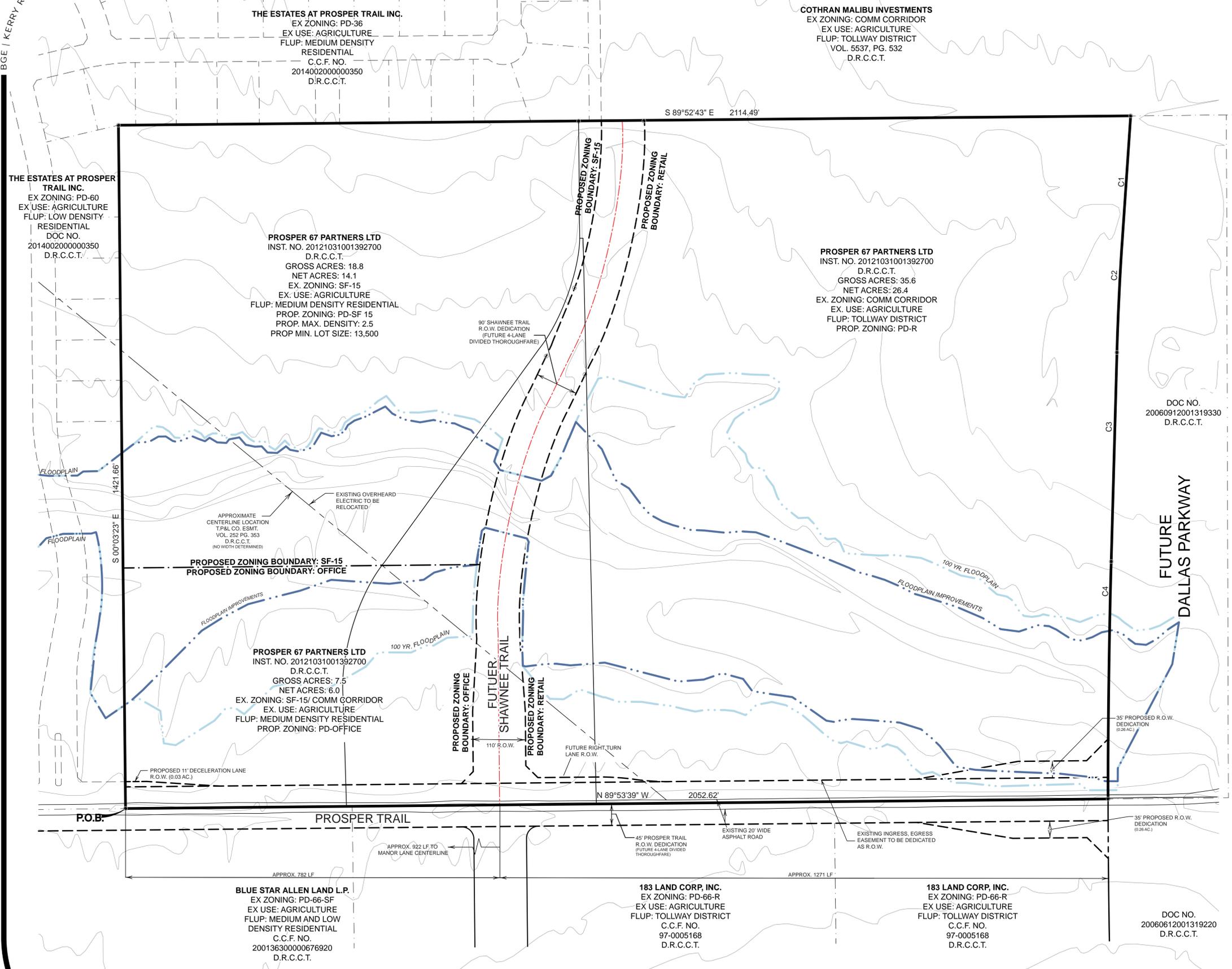
\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



**THE ESTATES AT PROSPER TRAIL INC.**  
 EX ZONING: PD-36  
 EX USE: AGRICULTURE  
 FLUP: MEDIUM DENSITY RESIDENTIAL  
 C.C.F. NO. 201400200000350  
 D.R.C.C.T.

**THE ESTATES AT PROSPER TRAIL INC.**  
 EX ZONING: PD-60  
 EX USE: AGRICULTURE  
 FLUP: LOW DENSITY RESIDENTIAL  
 DOC NO. 201400200000350  
 D.R.C.C.T.

**PROSPER 67 PARTNERS LTD**  
 INST. NO. 20121031001392700  
 D.R.C.C.T.  
 GROSS ACRES: 18.8  
 NET ACRES: 14.1  
 EX. ZONING: SF-15  
 EX. USE: AGRICULTURE  
 FLUP: MEDIUM DENSITY RESIDENTIAL  
 PROP. ZONING: PD-SF 15  
 PROP. MAX. DENSITY: 2.5  
 PROP. MIN. LOT SIZE: 13,500

**PROSPER 67 PARTNERS LTD**  
 INST. NO. 20121031001392700  
 D.R.C.C.T.  
 GROSS ACRES: 7.5  
 NET ACRES: 6.0  
 EX. ZONING: SF-15/ COMM CORRIDOR  
 EX. USE: AGRICULTURE  
 FLUP: MEDIUM DENSITY RESIDENTIAL  
 PROP. ZONING: PD-OFFICE

**COTHRAN MALIBU INVESTMENTS**  
 EX ZONING: COMM CORRIDOR  
 EX USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 VOL. 5537, PG. 532  
 D.R.C.C.T.

**PROSPER 67 PARTNERS LTD**  
 INST. NO. 20121031001392700  
 D.R.C.C.T.  
 GROSS ACRES: 35.6  
 NET ACRES: 26.4  
 EX. ZONING: COMM CORRIDOR  
 EX. USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 PROP. ZONING: PD-R

**BLUE STAR ALLEN LAND L.P.**  
 EX ZONING: PD-66-SF  
 EX USE: AGRICULTURE  
 FLUP: MEDIUM AND LOW DENSITY RESIDENTIAL  
 C.C.F. NO. 20013630000676920  
 D.R.C.C.T.

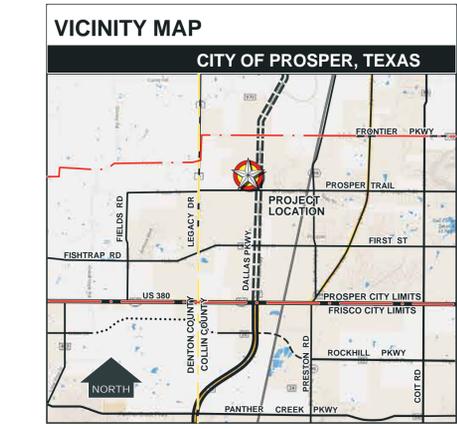
**183 LAND CORP, INC.**  
 EX ZONING: PD-66-R  
 EX USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 C.C.F. NO. 97-0005168  
 D.R.C.C.T.

**PROSPER 67 PARTNERS LTD**  
 INST. NO. 20121031001392700  
 D.R.C.C.T.  
 GROSS ACRES: 7.5  
 NET ACRES: 6.0  
 EX. ZONING: SF-15/ COMM CORRIDOR  
 EX. USE: AGRICULTURE  
 FLUP: MEDIUM DENSITY RESIDENTIAL  
 PROP. ZONING: PD-OFFICE

**183 LAND CORP, INC.**  
 EX ZONING: PD-66-R  
 EX USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 C.C.F. NO. 97-0005168  
 D.R.C.C.T.

**183 LAND CORP, INC.**  
 EX ZONING: PD-66-R  
 EX USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 C.C.F. NO. 97-0005168  
 D.R.C.C.T.

**183 LAND CORP, INC.**  
 EX ZONING: PD-66-R  
 EX USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 C.C.F. NO. 97-0005168  
 D.R.C.C.T.



**VICINITY MAP**  
 CITY OF PROSPER, TEXAS  
 METES AND BOUNDS DESCRIPTION  
 PROSPER 67 PARTNERS LTD.  
 67.715 AC Tract

All that certain tract of parcel of land situated in Lot 12 of the Collin County School Land Survey, Abstract Number 147, County of Collin, State of Texas, said tract being part of a called 85.789 acre tract as described in Deed to JBJ/Calder Fund V Joint Venture and Calder Bros. Co., filed 11 November 2003, and recorded in Volume 5543 page 3212 (2003-00223475) of the Real Property Records of the County of Collin, State of Texas, and being more fully described as follows:  
 Beginning for the southwest corner of the tract being described herein at a found survey mark nail, said nail being South 89 degrees 55 minutes 36 seconds East, a distance of 319.88 feet (320') from the southwest corner of said 85.789 acre tract, said nail also being the southeast corner of a called 10.445 acre tract as described in Deed to Mike A. Myers Investment Holding, filed 07 February 2007, and recorded at Clerks File Number 2007-0207000176870 of said Deed Records, said nail also being in Collin County Road Number 4 (also known as West Prosper Trail);  
 Thence: North 00 degrees 03 minutes 23 seconds East, with the east line of said Myers tract, a distance of 1421.66 feet to a set 1/2 inch Steel Square Tubing with a plastic cap marked "COX 4577" for the northeast corner of said Myers tract, said tubing being South 89 degrees 52 minutes 43 seconds East, a distance of 320.05 feet (320.05) from the northwest corner of said 85.789 acre tract and the northwest corner of said Myers tract;  
 Thence: South 89 degrees 52 minutes 43 seconds East, with the north line of said 85.789 acre tract, a distance of 2114.49 feet to a found 1/2 inch Steel Rebar for the north east remainder corner of said 85.789 acre tract, and the northeast corner of a called 8.134 acre tract as described in Deed to Collin County, Texas filed 12 September 2006 and recorded at Clerk's File No. 2006-1319340 (also known as the North Dallas Tollway);  
 Thence: South 04 degrees 34 minutes 50 seconds West, with the west line of said Tollway, a distance of 263.92 feet to a set 1/2 inch Steel Tubing with a plastic cap marked "COX 4577" for a corner and the start of a curve to the left whose radius is 574.58 feet, central angle of 02 degrees 17 minutes 28 seconds, and a chord bearing of South 03 degrees 21 minutes 09 seconds, West, a distance of 229.65 feet;  
 Thence: With the west ROW line of said Tollway, an arc length of 229.67 feet to a set survey mark nail for a corner of said Tollway tract;  
 Thence: South 02 degrees 12 minutes 25 seconds West, with the west ROW line of said Tollway, a distance of 435.05 feet to a set 1/2 inch Steel Square Tubing with a plastic cap mark "COX 4577" for a corner and the start of a curve to the left whose radius 17388.73 feet, central angle of 01 degrees 37 minutes 41 seconds, chord bearing of South 01 degree 23 minutes 35 seconds West, a distance of 494.06 feet;  
 Thence: With the west ROW line of said Tollway, an arc length of 494.08 feet to a set survey mark nail for the southwest corner of said Tollway tract, the southeast remainder corner of said 85.789 acre tract, and in said Collin County Road Number 4;  
 Thence: North 89 degrees 53 minutes 39 seconds West, with the South line of said 85.789 acre tract, and in said road, a distance of 2052.62 feet to the POINT OF BEGINNING and containing 67.715 acres of land.

Tract 2: (Easement Estate)  
 Easements created by that certain Signs, Utilities, and Road Easements and Masonry Wall Construction and Maintenance Agreement dated February 5, 2007, by and between JBJ/Calder Fund V Joint Venture and Calder Bros. Co., and Mike A. Myers Investment Holdings, L.P., filed February 7, 2007, recorded in Clerk's File No. 20070207000176880, Official Public Records, Collin County, Texas.

- GENERAL NOTES:**
- 1) THE THOROUGHFARES ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT
  - 2) CONTOURS ARE SHOWN AT TWO (2) FOOT INCREMENTS
  - 3) ALL THOROUGHFARES AND ROADWAYS SHALL COMPLY WITH THE TOWN'S DESIGN STANDARDS AND FINAL DESIGN WILL BE ADDRESSED AT THE TIME OF SITE PLAN AND FINAL PLAT APPROVAL.

Z14-0005  
**EXHIBIT A**  
**± 67.7 ACRES OF LAND**  
 OUT OF THE  
 COLLIN COUNTY SCHOOL LANDS, SURVEY 12  
 ABSTRACT NO. 147

**OWNER:**  
**PROSPER 67 PARTNERS LTD**  
 5953 DALLAS PARKWAY, SUITE 200-A PH: (214)696-8100  
 PLANO, TX 75093

**SURVEYOR:**  
**JONES & CARTER, INC.**  
 6509 WINDCREST DRIVE, SUITE 600 PH: (972)488-3880  
 PLANO, TX 75024

**PLANNER/APPLICANT**



– Land Planning Consultants –  
 2595 Dallas Parkway, Suite 204  
 Frisco, TX 75034  
 Tel: 281-579-0340



AUGUST 11, 2015  
 KGA #I-292A

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	263.92'	5744.58'	2°17'28"	S 03°21'09" W	229.65'
C2	229.67'	5744.58'	2°17'28"	S 03°21'09" W	229.65'
C3	435.05'	17,388.73'	1°37'41"	S 01°23'35" W	494.06'
C4	494.08'	574.58'	1°37'41"	S 01°23'35" W	494.06'

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



## **-Exhibit B- Statement of Intent**

### **I. Statement of Intent**

#### **A. Overall Intent**

This 67 acre property is intended to be developed in a manner that will allow flexibility of uses within the categories of retail, commercial and residential zones. The development will include recreational and detention space and will grow into an active community of mixed uses.

#### **B. Description of Property**

Located at the northwest intersection of the Dallas Parkway and Prosper Trail, this 67.7 acre tract is owned by Avex Group. Shawnee Trail, a four (4) lane divided minor thoroughfare runs north and south through the middle of the property and will provide access to the proposed uses within the development. Driveway access for the development will also be taken off Prosper Trail on the southern boundary of the site and Dallas Parkway along the eastern boundary. A floodplain, open space and detention basin runs east and west through the site along the creek. With the exception of the existing 20 foot wide paving for Prosper Trail along the southern boundary, the subject property is currently vacant. To the north and west of the site is a proposed single family development, Legacy Crossing (PD-36 and PD-60). To the south is the proposed 880 acre Villages of Star Trail, a Planned Development (PD-66) which incorporates single family, office, retail and commercial zoning. Exhibit A and Exhibit D depict the location and boundary of the project.

#### **C. Description of Proposed Development**

The location of this project, at the intersection of a major highway and two thoroughfares, lends itself well for commercial, retail, and/or office development. A mixture of small pad sites, retail centers and large big box retail tracts will allow for a variety of uses, including banks, small offices, restaurants, grocery stores, etc. Additionally, with the site's close proximity to residential developments, there is an opportunity for large single family lots in the northwest corner of the subject property.

The proposed multiple uses are divided into three (3) main categories: office, retail and single family residential. As shown in Exhibit D, the portion of the property west of Shawnee Trail will be single family residential to the north and neighborhood service to the south. The eastern portion of the property, between the future Shawnee Trail and Dallas Parkway, is composed of retail and commercial uses. As mentioned in the previous section, a large east/west detention and open space area divides the property, creating two detention areas,  $\pm 6.2$  acres of detention/open space to the west of Shawnee Trail and  $\pm 8.9$  acres on the eastern side of it. As shown on Exhibit D, a hike and bike trail connecting to the trail in the neighboring development will extend through the property, along the creek. In addition to creating recreational opportunities within the development, the detention/open space areas provide a significant buffer between the residential and neighborhood service areas, as well as between the varying scales of the commercial development.

### **II. Current Zoning and Land Uses**

#### **A. Current Zoning Classification**

Between Dallas Parkway and the boundary of the proposed minor thoroughfare, Shawnee Trail, the current zoning is CC-Commercial Corridor District. To the west of the proposed minor thoroughfare boundary, the majority of the property is currently zoned SF-15.

**B. Future Land Use Plan**

The Future Land Use plan designates the eastern portion of the property as Dallas North Tollway District and the western portion as Medium Density Residential.

**C. Compatibility with Comprehensive Plan**

The current designations shown on the Future Land Use map for this area, Medium Density Residential and Dallas North Tollway District, are defined within the Comprehensive Plan to include uses within the classifications of office, retail and residential.

In regards to Medium Density Residential, the designation requires lot sizes with a range between 12,500 square feet and 20,000 square feet. In addition to the lot size, the density for Medium Density Residential zones is recommended to be between 1.6-2.5 dwelling units per acre. The average lot size on the proposed concept plan is approximately 15,000 square feet with an approximate density of 1.9 units per acre. This is within the parameters of both the proposed SF-12 zoning district as well as the standards set forth within the Comprehensive Plan.

Within the area designated as the Dallas North Tollway District, the proposal of various retail, banking, and restaurant spaces throughout the development meets the intention of providing multiple uses that benefit residents, commuters and visitors of the area. As the area continues to grow and develop, the demand for such spaces will increase, and the location of the site at the intersection of the Tollway and a Minor Thoroughfare will create the convenient access that is conducive to the needs of everyone.

## Exhibit C- Planned Development Standards

### Conformance with the Town's Zoning Ordinance and Subdivision Ordinance:

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

### **Tract A-Single Family 15 District**

- A.1 Except as noted below, Tract A shall develop in accordance with the Single Family 15 District as it exists or may be amended.
- A.2 Uses. The site shall be limited to the following permitted uses.
1. Accessory Building
  2. Day Care Center, In-Home **C**
  3. Farm or Ranch
  4. Home Occupation **C**
  5. Homebuilder Marketing Center **C**
  6. House of Worship
  7. Model Home
  8. Municipal Uses Operated by the Town of Prosper
  9. Park or Playground
  10. Private Street Development **C**
  11. School, Public
  12. Single Family Dwelling, Detached
- A.3 Density: Maximum of 2.5 du/a, per gross acreage.
- A.4 Regulations
1. Minimum Side Yard – Ten (10) feet, fifteen (15) feet on corner adjacent to a side street
  2. Minimum Front Yard – Thirty (30) feet, twenty five (25) on cul-de-sac lots
  3. Minimum Rear Yard – Twenty (20) feet
  4. Minimum Lot Area –
    - a. A maximum of three (3) lots within Tract A may be less than 15,000 square feet. These lots must have a minimum square footage of thirteen thousand five hundred (13,500).
    - b. Minimum average lot area of all lots within Tract A must be no less than fifteen thousand (15,000) square feet
  5. Minimum Lot Width – One hundred (100) feet
  6. Minimum Lot Depth – One hundred and thirty five (135) feet
    - i. When located on a cul-de-sac, the lot depth may be a minimum of one hundred and twenty five (125) feet, so long as the minimum lot area is met
  7. Minimum Dwelling Area – Two thousand (2,000) square feet
  8. Maximum Impervious Coverage –
    - a. The cumulative area of any driveway plus any impermeable surface area located between the front property line and any front building wall shall not exceed fifty (50) percent of the area between the front property line and any front building wall. The front wall of a j-swing wall can be used to meet the requirement.
  9. Alternating Single Family Plan Elevations (Anti-Monotony)

- a. A minimum of four (4) distinctly different home elevations shall be built on the same side of the street. Similar elevations shall not face each other. The same elevation shall not be within three (3) homes of each other on the same side of the street.
  - b. Different exterior elevations can be met by meeting at least two of the following criteria:
    - i. Different roof forms/profiles
    - ii. Different façades consisting of different window and door style and placement
    - iii. Different entry treatments such as porches and columns
    - iv. Different number of stories
10. Open Space Requirements:
- a. Within the SF-15 District, a minimum of five (5) acres of open space is required. This space may include detention and floodplain areas and must contain landscaping and amenities where applicable.
    - i. An eight (8) foot wide hike and bike trail connecting to the overall trail plan must be located with this area.
    - ii. Landscaping (Trees and/or shrubs) must be planted along the northern edge of the hike and bike trail, between the trail and the back of the residential lots.
11. Additional Masonry Requirements:
- a. Excluding windows, any portion of an upper story facing a street shall be constructed of 100% masonry.
  - b. Chimneys shall be clad with 100% clay fired brick, natural or manufactured stone or stucco.
12. Garage Requirements:
- a. In no instance shall a garage door directly facing a street be less than twenty five (25) feet from the property line.
  - b. Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.
  - c. Garage doors directly facing a street shall be located a minimum of five (5) feet behind the main front façade of the house.
  - d. Where a home has three (3) or more garage/enclosed parking spaces, no more than two (2) garage doors shall face the street, unless the garage doors are located behind the main structure.
13. Fencing Requirements:
- a. Privacy fences on single family residential lots shall be located a minimum of ten (10) feet behind the front elevation of the main building and shall not exceed eight (8) feet in height above grade.
  - b. Wood fences shall be board on board with a top rail. A common fence stain color shall be established for the development by the developer/HOA.
  - c. Fences adjacent to open space and hike and bike trails shall be ornamental metal, tubular steel or split rail.
  - d. Fences on corner lots shall be ornamental metal, tubular steel or split rail.
14. Carports are prohibited.
15. Additional Tree Requirements.
- a. A minimum of two (2), four (4) inch caliper trees shall be planted in the side yard of a corner lot. Where more than two (2) trees are required per lot, the side yard corner lot trees may be used to meet the requirement.

## Tract B Office District

- B.1 Except as noted below, Tract B shall develop in accordance with the Office District as it exists or may be amended.
- B.2 Uses. Uses shall be permitted in accordance with the Office District with the exception of the following uses which shall be prohibited:
1. Athletic Stadium or Field, Public
  2. Cemetery or Mausoleum
  3. Civic/Convention Center
  4. Commercial Amusement, Indoor
  5. Golf Course and/or Country Club
  6. Private Boarding School
  7. Recycling Collection Point
  8. Rehabilitation Care Institution
  9. Restaurants with Drive-up or Drive-through service
  10. School District Bus Yard
  11. Sewage Treatment Plant/Pumping Station
  12. Telephone Exchange
  13. Utility Distribution/Transmission Facility
  14. Water Treatment Plant
- B.3 Regulations
1. Lot Coverage – Maximum of thirty (30) percent
    - a. Lot coverage is defined as the area covered by the building footprint
  2. Maximum Floor Area – Ten thousand (10,000) square feet
    - b. The maximum floor area may exceed ten thousand (10,000) square feet under either of the following conditions
      - i. The entire structure is in excess of two hundred and fifty (250) feet from a residential lot.
      - ii. The structure is separated from a residential lot by a public right of way
  3. Landscape Buffer –
    - a. A minimum of a twenty-five (25) foot landscape buffer shall be required when adjacent to any residential zoning district.
      - i. Planting Standards within Buffer
        1. Four (4) inch caliper large evergreen trees shall be planted every thirty (30) feet on center
        2. Two (2) to three (3) inch caliper evergreen ornamental trees shall be staggered every fifteen (15) feet to provide a solid living screen.
          - a. When the required open space for the planned development is located between the office and residential zones, it may count toward the required 25' buffer, provided that the above mentioned landscape requirements are met.
    - b. A minimum of a twenty-five (25) foot landscape buffer shall be required along Shawnee Trail and Prosper Trail
      - i. Planting Standards within Buffer
        1. One (1) – Four (4) inch caliber evergreen trees shall be planted per thirty (30) linear feet of frontage. These trees may be planted in groups with appropriate spacing for species.
        2. One (1) – Three (3) inch caliber ornamental tree shall be planted per thirty (30) linear feet of frontage. These trees may be planted in groups with appropriate spacing for species.

3. A minimum of fifteen (15) shrubs with a minimum size of five (5) gallons each shall be planted in the landscape area for every thirty (30) feet of frontage. Where parking spaces face the right-of-way, a second row of shrubs may be required in order to further screen the parking lot from view.
  4. In addition to the tree and shrub requirements, berms with a minimum height of two (2) feet must be provided within the landscape buffer.
4. Façade Plan and Architectural Style Approval
- a. Upon submittal of the first Preliminary Site Plan and/or Site Plan, a detailed style/material plan shall be submitted along with the Façade Plan for Planning and Zoning Commission and Town Council approval.

#### B.4 Design Guidelines

1. Architectural standards
  - a. Buildings must be one hundred percent (100%) masonry, excluding windows, doors, trim and accent materials.
    - i. Masonry materials include brick, stone, and/or stucco
    - ii. The primary material shall be brick and/or stone. Stucco may be used as an accent not to exceed twenty percent (20%) of any exterior elevation.
  - b. The style of all buildings must be consistent and in keeping with the style of the entire Planned Development as shown on the conceptual elevations (Exhibit G)
  - c. All materials and exterior colors shall be compatible with those used throughout the development as well as any similar developments adjacent to the Planned Development
  - d. Building articulation is required on all elevations. This may be achieved through recessed or projecting architectural elements, variation in roof line, etc.
  - e. No single finish shall cover more than eighty (80) percent of the front of any building
  - f. Pitched Roofs are required for all development within Tract B
    - i. Buildings less than 5,000 sq. ft. shall have a minimum roof pitch of 8:12
    - ii. Buildings less than 10,000 sq. ft. shall have a minimum roof pitch of 6:12
    - iii. Any building 10,000 sq.ft. or larger must have a minimum roof pitch of 4:12
2. Screening
  - a. Service, Mechanical and Utility Equipment
    - i. All service, mechanical and/or utility equipment shall be completely screened from public view by architectural screens, fences and/or landscaping.
    - ii. Trash cans and dumpster locations shall be permanently fenced or screened with enclosures rendering these functions hidden from public view. These enclosures shall be reinforced masonry and must match the materials used on the primary structure. Solid metal gates a minimum of six (6) feet in height must be provided.
    - iii. When possible, all service areas and mechanical equipment shall be located at the rear of the building and out of view of the roadways.

## Tract C Retail District

C.1 Except as noted below, the Tract C shall develop in accordance with the Retail District as it exists or may be amended.

C.2 Uses. Uses shall be permitted in accordance with the Retail District with the exception of the following:

Permitted with Specific Use Permit:

1. Convenience Store with Gas Pumps as an Accessory Use

- a. Accessory gas pumps are only allowed as an accessory use to a big box tenant and are subject to the following development standards
  - i. Accessory gas pumps must be located on the same lot as a big box tenant
  - ii. Convenience store with gas pumps is permitted only within two hundred and fifty (250) feet of the right-of-way line of Dallas Parkway
  - iii. Accessory gas pumps shall be located at least two hundred and fifty (250) feet from a property line of a residential lot
  - iv. Canopies shall have pitched roofs (min. roof pitch of 4:12) and the color and style of the metal roof on the gas station canopy shall be consistent with the metal roof on the big box building
  - v. Canopy support columns shall be fully encased with masonry materials that are complimentary to that used on the main building
  - vi. The canopy band face shall be a color consistent with the main structure and may not be backlit or used as signage
  - vii. Use shall be removed if closed for more than six (6) months, including reclassification of fuel tanks per TCEQ Regulations
  - viii. A raised landscape planter of the same material as the masonry columns shall be provided at both ends of all pump islands

Prohibited Uses:

1. Athletic Stadium or Field, Private
2. Athletic Stadium or Field, Public
3. Cemetery/Mausoleum
4. Commercial Amusement, Outdoor
5. Recycling Collection Point
6. School District Bus Yard
7. Sewage Treatment Plant/Pumping Station
8. Trailer Rental
9. Utility Distribution/Transmission Facility
10. Water Treatment Plant

C.3 Regulations

1. Outdoor sales and display shall be permitted with a Specific Use Permit but are limited to a big box use and subject to the following conditions:
  - a. Shall be located within twenty five (25) feet of the front of the main building
  - b. Shall not block or impair sidewalks, ADA access, doorways or fire lanes
  - c. Shall not be displayed or stored on wooden crates, cardboard boxes, plastic cling wrap or in a fashion that resembles open storage of materials
  - d. Permitted merchandise shall be seasonal and may include, but is not limited to: Christmas trees, flowers, landscaping materials, and outdoor furniture
2. Lot Coverage – Maximum of forty (40) percent
  - a. Lot coverage is defined as the area covered by the building footprint
3. Drive-Thru Restaurants

- a. Drive-Thru Restaurants may not be located on adjacent property and are limited to the following locations:
  - i. No more than two (2) drive thru restaurants shall be permitted along the Dallas North Tollway/Dallas Parkway
  - ii. No more than one (1) drive-thru restaurant shall be permitted along Prosper Trail
- b. No drive-thru restaurant shall be permitted any sooner than simultaneously with a certificate of occupancy that has been issued for the big box/anchor retail

#### 4. Screening/Buffering

- a. A minimum of a twenty-five (25) foot landscape buffer is required along Prosper Trail and a minimum thirty (30) foot buffer is required along Dallas Parkway
  - i. Planting Standards within Buffer
    - 1. One (1) – Four (4) inch caliber evergreen tree shall be planted per thirty (30) linear feet of frontage. These trees may be planted in groups with appropriate spacing for species.
    - 2. One (1) – Three (3) inch caliber ornamental tree shall be planted per thirty (30) linear feet of frontage. These trees may be planted in groups with appropriate spacing for species.
    - 3. A minimum of fifteen (15) shrubs with a minimum size of five (5) gallons each shall be planted in the landscape area for every thirty (30) feet of frontage. Where parking spaces face the right-of-way, a second row of shrubs may be required in order to further screen the parking lot from view.
    - 4. In addition to the tree and shrub requirements, berms must be provided within the landscape buffer. The berms must range in height from two (2) feet to four (4) feet. A minimum of fifty (50) percent of the berms must be four (4) feet in height.
- b. In addition to all screening requirements listed in Chapter 4, Section 5 of the Town of Prosper Zoning Ordinance, a minimum of a thirty (30) foot landscape buffer is required when the rear elevation and/or loading zone of any retail use backs a major or minor thoroughfare. This space shall be made up of a mixture of traditional landscape and four (4) foot landscaped berms in order to adequately screen the area.
  - i. Planting Standards within Buffer
    - a. One large evergreen tree, a minimum of four (4) inch caliber, must be planted for every 20 linear feet of street frontage.
    - b. Ten (10) gallon shrubs shall be provided at a rate of 10 shrubs per 30 linear feet of street frontage
  - ii. A minimum of twenty (20) feet of the landscape buffer shall be exclusive of all utility easements, right turn lanes, drainage easements, and right of ways. None of the required trees and/or shrubs shall be located within any utility easement.

#### C.4 Additional Standards

##### 1. Elevation Review and Approval

- a. All development within Tract C must submit a detailed material/style plan along with the façade plan/elevations in order to define the architectural character of the property. This must be submitted at the time of Preliminary Site Plan and/or Site Plan approval and is subject to approval by the Town of Prosper Planning & Zoning Commission and Town Council.
- b. The design of any major tenant and/or attached retail component shall reflect the general concept developed in the conceptual elevations (Exhibit D). Changes to materials and architectural elements is permitted so long as the original character is maintained and all design guidelines specified within this document are adhered too.

##### 2. Open Space/Detention

- a. Within the Retail District, a minimum of six (6) acres of open space is required. This space may include detention and floodplain areas and will contain landscaping and amenities where applicable.
  - i. An eight (8) foot wide hike and bike trail connecting to the overall trail plan will be located with this area
  - ii. Planting standards
    - a. One (1) – Four (4) inch caliper evergreen tree shall be planted per thirty (30) feet of linear frontage. These trees may be planted in groups with appropriate spacing for species.
    - b. One (1) – Three (3) inch caliper ornamental tree shall be planted per thirty (30) linear feet of frontage. These trees may be planted in groups with appropriate spacing for species.
    - c. A minimum of fifteen shrubs with a minimum size of five (5) gallons each shall be planted in the landscape area for every thirty (30) feet of frontage
    - d. It is intended that all plant types promote a natural landscape. Where possible, the planting shall be in accordance with the general planting style as shown in Exhibit F-1.
- b. Detention/Retention
  - a. Detention located within the Floodplain must meet all Town of Prosper, FEMA and all other applicable regulations

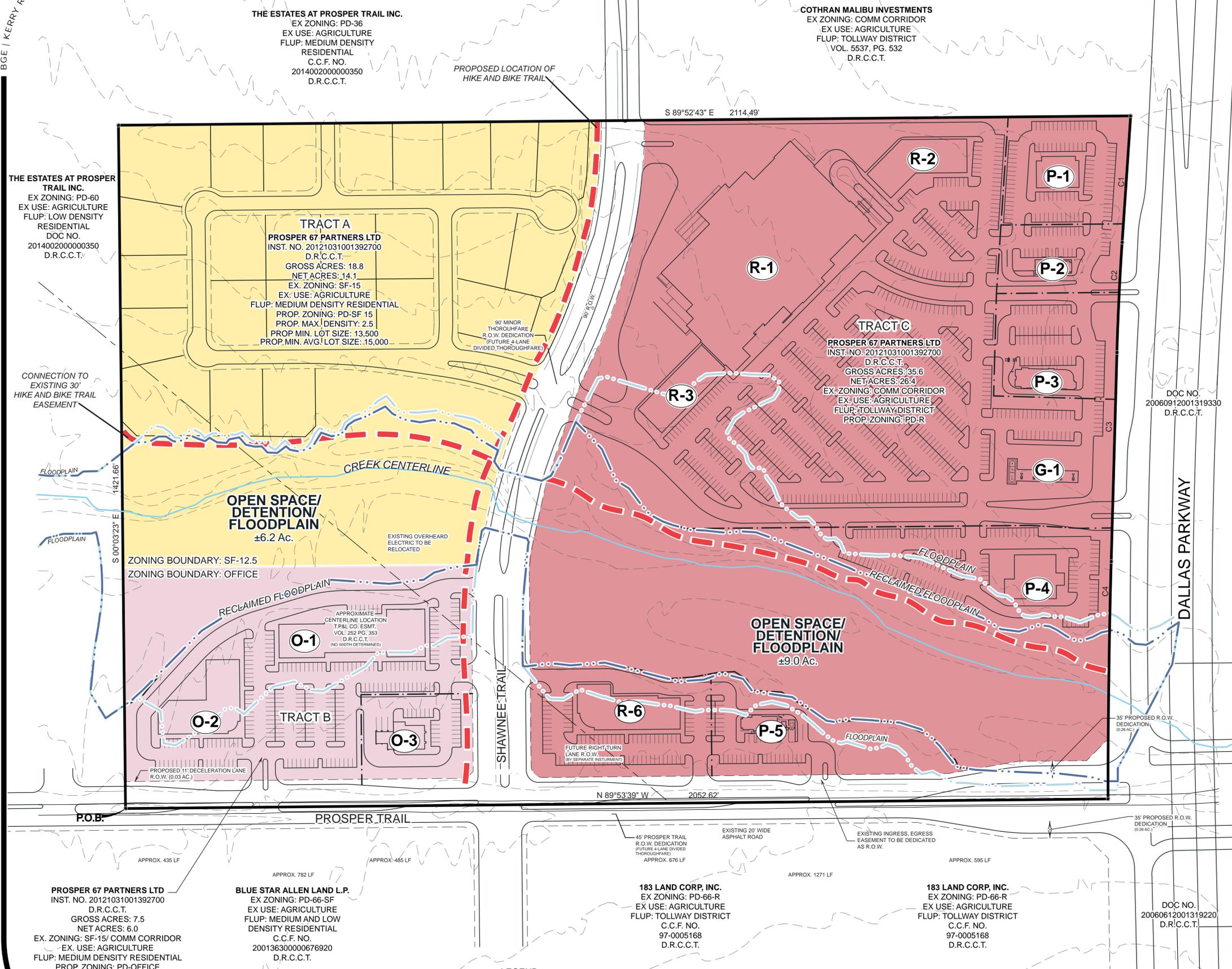
## C.5 Design Guidelines

### 1. Architectural standards

- a. Buildings must be one hundred percent (100%) masonry, excluding windows, doors, trim and accent materials
  - i. Masonry materials include brick, stone, and/or stucco
  - ii. The primary material shall be brick and/or stone. Stucco may be used as an accent not to exceed 20% of any exterior elevation.
- b. The style of all buildings must be consistent and in keeping with the style of the entire Planned Development as shown on the conceptual elevations (Exhibit G)
- c. All materials and exterior colors shall be compatible with those used throughout the development as well as any similar developments adjacent to the Planned Development
- d. Building articulation is required on all elevations. This may be achieved through recessed or projecting architectural elements, variation in roof line, etc.
- e. No single finish shall cover more than eighty (80) percent of the front of any building.
- f. Pitched Roofs are required for all Pad Sites in Tract C
  - i. Buildings less than 5,000 sq. ft. shall have a minimum roof pitch of 8:12
  - ii. Buildings less than 10,000 sq. ft. shall have a minimum roof pitch of 6:12
  - iii. Any building 10,000 sq.ft. or larger must have a minimum roof pitch of 4:12

### 2. Screening

- a. Service, Mechanical and Utility Equipment
  - i. All service, mechanical and/or utility equipment shall be completely screened from public view by architectural screens, fences and/or landscaping
  - ii. Trash cans and dumpster locations shall be permanently fenced or screened with enclosures rendering these functions hidden from public view. These enclosures shall be reinforced masonry and must match the materials used on the primary structure. Solid metal gates a minimum of six (6) feet in height must be provided.
  - iii. When possible, all service areas and mechanical equipment shall be located at the rear of the building and out of view of the roadways



**THE ESTATES AT PROSPER TRAIL INC.**  
 EX ZONING: PD-36  
 EX USE: AGRICULTURE  
 FLUP: MEDIUM DENSITY RESIDENTIAL  
 C.C.F. NO. 201400200000350  
 D.R.C.C.T.

**COTHRAN MALIBU INVESTMENTS**  
 EX ZONING: COMM CORRIDOR  
 EX USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 VOL. 5537, PG. 532  
 D.R.C.C.T.

**THE ESTATES AT PROSPER TRAIL INC.**  
 EX ZONING: PD-60  
 EX USE: AGRICULTURE  
 FLUP: LOW DENSITY RESIDENTIAL  
 DOC NO. 201400200000350  
 D.R.C.C.T.

**TRACT A**  
**PROSPER 67 PARTNERS LTD**  
 INST. NO. 20121031001392700  
 D.R.C.C.T.  
 GROSS ACRES: 18.8  
 NET ACRES: 14.1  
 EX. ZONING: SF-15  
 EX. USE: AGRICULTURE  
 FLUP: MEDIUM DENSITY RESIDENTIAL  
 PROP. ZONING: PD-SF 15  
 PROP. MAX. DENSITY: 2.5  
 PROP. MIN. LOT SIZE: 13,500  
 PROP. MIN. AVG. LOT SIZE: 15,000

**TRACT C**  
**PROSPER 67 PARTNERS LTD**  
 INST. NO. 20121031001392700  
 D.R.C.C.T.  
 GROSS ACRES: 35.6  
 NET ACRES: 26.4  
 EX. ZONING: COMM CORRIDOR  
 EX. USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 PROP. ZONING: PD-R

**OPEN SPACE/ DETENTION/ FLOODPLAIN**  
 ±6.2 Ac.  
 ZONING BOUNDARY: SF-12.5  
 ZONING BOUNDARY: OFFICE

**OPEN SPACE/ DETENTION/ FLOODPLAIN**  
 ±9.0 Ac.

**PROSPER 67 PARTNERS LTD**  
 INST. NO. 20121031001392700  
 D.R.C.C.T.  
 GROSS ACRES: 7.5  
 NET ACRES: 6.0  
 EX. ZONING: SF-15/ COMM CORRIDOR  
 EX. USE: AGRICULTURE  
 FLUP: MEDIUM DENSITY RESIDENTIAL  
 PROP. ZONING: PD-OFFICE

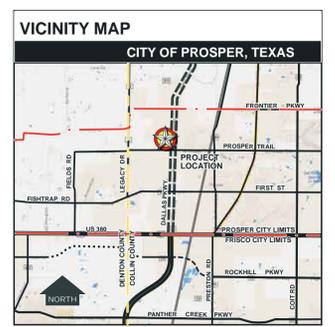
**BLUE STAR ALLEN LAND L.P.**  
 EX ZONING: PD-66-SF  
 EX USE: AGRICULTURE  
 FLUP: MEDIUM AND LOW DENSITY RESIDENTIAL  
 C.C.F. NO. 20013630000676920  
 D.R.C.C.T.

**183 LAND CORP. INC.**  
 EX ZONING: PD-66-R  
 EX USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 C.C.F. NO. 97-0005168  
 D.R.C.C.T.

**183 LAND CORP. INC.**  
 EX ZONING: PD-66-R  
 EX USE: AGRICULTURE  
 FLUP: TOLLWAY DISTRICT  
 C.C.F. NO. 97-0005168  
 D.R.C.C.T.

DOC NO. 20060912001319330  
 D.R.C.C.T.

DOC NO. 20060612001319220  
 D.R.C.C.T.



PROPOSED ZONES	USE*	BUILDING PAD (SF)	LOT SIZE (ACRES)
USE			
SF-15	Bank	3,400	1.0
OFFICE	Office	23,700	5.0
OFFICE	Office	17,300	
<b>OVERALL TOTAL</b>		<b>44,400</b>	<b>**6.0</b>

PROPOSED ZONES	USE*	BUILDING PAD (SF)	LOT SIZE (ACRES)
RETAIL			
TOTAL		35.6	26.4
<b>TOTAL</b>		<b>61.9</b>	<b>61.3</b>

PROPOSED ZONES	USE*	BUILDING PAD (SF)	LOT SIZE (ACRES)
PROPOSED ZONE: SF-15			
TOTAL LOTS (PROPOSED)			25
MIN. LOT SIZE (SF)			13,500
MIN. HOME SIZE (SF)			2,000
TOTAL ACRES		14.1 (with 0.9 AC. open space)	18.8 (with 0.9 AC. open space)

ZONE: RETAIL	USE*	BUILDING PAD (SF)	LOT SIZE (ACRES)
R-1	Grocery	103,000	
R-2	Retail	15,000	
R-3	Retail	13,200	
G-1	Gas station	n/a	17.0
P-1	Restaurant	5,500	1.3
P-2	Fast Food	2,250	0.8
P-3	Fast Food	4,500	1.3
P-4	Restaurant	9,000	2.4
P-5	Fast Food	2,150	1.6
R-6	Retail/Office	16,500	2.0
<b>OVERALL TOTAL</b>		<b>171,100</b>	<b>**26.4</b>

- \* All uses and measurements are proposed and subject to change.  
 \*\* Excludes detention/open space/floodplain
- GENERAL NOTES:  
 1) ALL FINISHED FLOOR ELEVATIONS WILL BE A MINIMUM OF TWO FEET ABOVE THE BASE FLOOD ELEVATION.  
 2) THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.  
 3) ALL THOROUGHFARES, DRIVEWAYS, TURN LANES AND MEDIAN OPENINGS SHALL COMPLY WITH THE TOWN'S DESIGN STANDARDS AND FINAL DESIGN WILL BE ADDRESSED AT TIME OF SITE PLAN AND FINAL PLAN APPROVAL.  
 4) THE BUILDING SITES SHOWN ON THIS EXHIBIT ARE THE APPROXIMATE SHAPE AND LOCATION. THESE MAY CHANGE DURING DEVELOPMENT AND CONSTRUCTION.  
 5) ALL SITE USES LISTED ARE PROPOSED. THEY ARE NOT REQUIRED AND MAY CHANGE AS PROJECT DEVELOPS.  
 6) FINAL PARKING REQUIREMENTS WILL BE BASED ON THE USE AND WILL BE DETERMINED AT TIME OF PERMITTING AND CONSTRUCTION.  
 7) A TWENTY FIVE (25) FOOT LANDSCAPE BUFFER WILL BE PROVIDED BETWEEN ANY NON-RESIDENTIAL USE AND A RESIDENTIAL ZONE (SEE EXHIBIT C-PLANNED DEVELOPMENT STANDARDS).  
 8) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.  
 9) OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.  
 10) OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.  
 11) LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.  
 12) ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.  
 13) BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.  
 14) FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.  
 15) TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR ALL PROPERTY AT ALL TIMES.  
 16) SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.  
 17) 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.  
 18) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.  
 19) SIDEWALKS OF NO LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.  
 20) APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.  
 21) SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.  
 22) ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDER GROUND.  
 23) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.  
 24) A MINIMUM TEN (10) FOOT WIDE NO BUILD, PRESERVATION AND ACCESS EASEMENT IS REQUIRED OUTSIDE THE FLOODPLAIN.  
 25) AS TWENTY FIVE (25) FOOT HIKE AND BIKE TRAIL EASEMENT IS REQUIRED.

# EXHIBIT D

## ± 67.7 ACRES OF LAND

OUT OF THE COLLIN COUNTY SCHOOL LANDS, SURVEY 12  
 ABSTRACT NO. 147

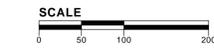
OWNER:  
**PROSPER 67 PARTNERS LTD**  
 5953 DALLAS PARKWAY, SUITE 200-A PH: (214)696-8100  
 PLANO, TX 75093

SURVEYOR:  
**JONES & CARTER, INC.**  
 6509 WINDCREST DRIVE, SUITE 600 PH: (972)488-3880  
 PLANO, TX 75024

PLANNER/APPLICANT



— Land Planning Consultants —  
 2595 Dallas Parkway, Suite 204  
 Frisco, TX 75034  
 Tel: 281-579-0340



SEPTEMBER 16, 2015  
 KGA #I-292A

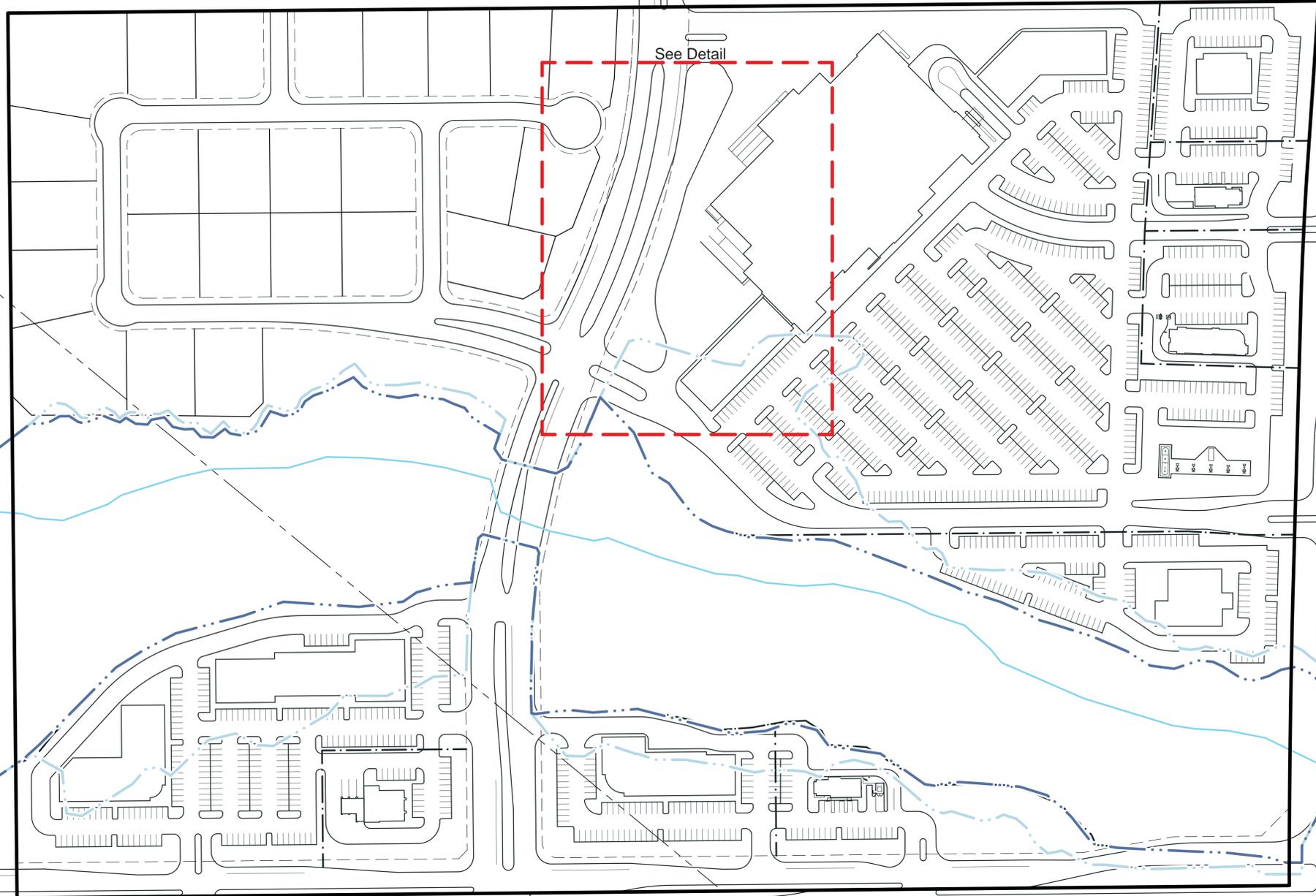
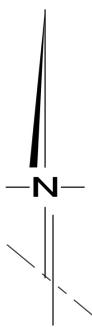
LEGEND

[Yellow Box]	PROPOSED PD-SF 15
[Pink Box]	PROPOSED PD-OFFICE
[Red Box]	PROPOSED PD-RETAIL

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	263.92'	5744.58'	2°17'28"	S 03°21'09" W	229.65'
C2	229.67'	5744.58'	2°17'28"	S 03°21'09" W	229.65'
C3	435.05'	17,388.73'	1°37'41"	S 01°23'35" W	494.06'
C4	494.08'	574.58'	1°37'41"	S 01°23'35" W	494.06'

## **-Exhibit E- Development Schedule**

The phasing and development of this project is dependent upon market conditions and the construction of the Dallas North Tollway and Prosper Trail. Upon initiation of development, the project is expected to be completed in three (3) to four (4) phases, lasting approximately 12-36 months for each phase.



NOTES:  
THIS IS A REPRESENTATION OF THE TYPICAL LANDSCAPE STANDARDS FOR THE REQUIRED LANDSCAPE BUFFER AND DOES NOT REPRESENT THE ACTUAL LOCATION. FINAL LANDSCAPE PLANS WILL BE SUBMITTED DURING THE PERMITTING PROCESS. LANDSCAPING MUST MEET THE MINIMUM STANDARDS SET FORTH IN EXHIBIT C AND REPRESENTED ABOVE.

# EXHIBIT F LANDSCAPE BUFFER

OWNER:  
**PROSPER 67 PARTNERS LTD**  
5953 DALLAS PARKWAY, SUITE 200-A PH: (214)696-8100  
PLANO, TX 75093

PLANNER/APPLICANT



— Land Planning Consultants —  
2595 Dallas Parkway, Suite 204  
Frisco, TX 75034  
Tel: 281-579-0340



AUGUST 11, 2015  
KGA #I-292A

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



NOTES:  
THE IMAGES WITHIN THIS EXHIBIT SHOW EXAMPLES OF POTENTIAL LANDSCAPING METHODS FOR THE OPEN SPACE AREA WITHIN THE PLANNED DEVELOPMENT. THE INTENT IS TO CREATE NATURAL LANDSCAPE THAT ENHANCES THE EXISTING CREEK AND SURROUNDING AREA.

# EXHIBIT F-1 OPEN SPACE LANDSCAPING

OWNER:  
**PROSPER 67 PARTNERS LTD**  
5953 DALLAS PARKWAY, SUITE 200-A PH: (214)696-8100  
PLANO, TX 75093

PLANNER/APPLICANT



– Land Planning Consultants –  
2595 Dallas Parkway, Suite 204  
Frisco, TX 75034  
Tel: 281-579-0340

NOT TO SCALE

SEPTEMBER 11, 2015  
KGA #I-292A

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



BUILDING 0-1



BUILDING 0-2 (LEFT)



BUILDING 0-2 (RIGHT)

The above elevations are conceptual and do not represent the final design or materials of any buildings. These elevations are representative of the design guidelines specified in Exhibit C of the Planned Development. All materials and colors will be determined at final design and will be subject to the applicable approval process.

**EXHIBIT G**



BUILDING R-1



BUILDING R-3



BUILDING R-2

The above elevations are conceptual and do not represent the final design or materials of any buildings. These elevations are representative of the design guidelines specified in Exhibit C of the Planned Development. All materials and colors will be determined at final design and will be subject to the applicable approval process.

**EXHIBIT G**



## PLANNING

**To:** Mayor and Town Council

**From:** John Webb, AICP, Director of Development Services

**Through:** Harlan Jefferson, Town Manager

**Re:** Town Council Meeting – October 13, 2015

**Agenda Item:**

Consider and act upon an ordinance amending Planned Development-38 (PD-38), on 83.6± acres, located on the northeast corner of US 380 and Coit Road. (Z15-0008).

**Description of Agenda Item:**

On September 8, 2015, the Town Council approved zoning case Z15-0008, by a vote of 6-1, subject to revising the PD, as follows:

- Lots 2, 3 and 4 are designated for retail and drive-thru restaurant uses; however, drive-thru restaurants may not be adjacent to each other on those lots;
- Lot 5 shall be limited to a restaurant use and no drive-thru restaurant use shall be permitted;
- The Phase 1 line should be amended to an entryway off of US Highway 380 into Phase 1;
- The open space tract depicted on the site plan depicted in Exhibit D shall be depicted as a component of Phase 1 and developed and constructed in conjunction with the proposed CVS Pharmacy; and
- The open space tract shall be landscaped and subject to Town staff approval.

The applicant has revised the request according to the recommendations of Town Council.

Since the meeting, the applicant has also revised the PD request by removing the proposed Open Space Lot Exhibit (Exhibit G-3), and modifying proposed Exhibit D to reflect the Open Space Lot. Exhibit G-3 showed a “trail,” seating, gazebo, and water feature, while revised Exhibit D shows a water feature, trail path, and amenity area. An attachment comparing the originally proposed Exhibit D, revised Exhibit D, and Exhibit G-3, has been attached for reference.

**Legal Obligations and Review:**

Zoning Ordinance 05-20 requires that the Town Council hold a public hearing before approving a zoning request and adopting an ordinance rezoning property. A public hearing has been held and the Town Council approved the zoning case. Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the ordinance as to form and legality.

**Attached Documents:**

1. Ordinance
2. Exhibit D and G Comparison Exhibit

**Town Staff Recommendation:**

Town staff recommends that the Town Council adopt an ordinance amending Planned Development-38 (PD-38), on 83.6± acres, located on the northeast corner of US 380 and Coit Road.

**Proposed Motion:**

I move to adopt an ordinance amending Planned Development-38 (PD-38), on 83.6± acres, located on the northeast corner of US 380 and Coit Road.

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 15-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE AND ORDINANCE NO. 07-088 BY REZONING A TRACT OF LAND CONSISTING OF 83.608 ACRES, MORE OR LESS, SITUATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-38 (PD-38) TO PLANNED DEVELOPMENT-38 (PD-38); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper"), initiated an amendment to Planned Development-38 (PD-38), in conjunction with a request from Cothran Malibu, L.P. ("Applicant"), to rezone 83.608 acres of land, more or less, situated in the I.C. Williamson Survey, Abstract No. 948, 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, THAT:**

### **SECTION 1**

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

### **SECTION 2**

Amendments to the Town's Zoning Ordinance and Ordinance No. 07-088. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20, and Ordinance No. 07-088 are amended as follows: The zoning designation of the below-described property containing 83.608 acres of land, more or less, situated in the I.C. Williamson Survey, Abstract No. 948, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-38 (PD-38). The property as a whole and the boundaries for each zoning classification are more particularly described in Exhibit A and attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the statement of intent and purpose, attached hereto as Exhibit B; 2) the planned development standards, attached hereto as Exhibit C; 3) the concept plan, attached hereto as Exhibit D; 4) the development schedule, attached hereto as Exhibit E; 5) the conceptual elevations, attached hereto as Exhibits F and F-1, and 6) the conceptual landscape plan, attached hereto as Exhibits G, G-1, and G-2, which are incorporated herein for all purposes as if set forth verbatim.

Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules, and regulations of Prosper, as they currently exist or may be amended.

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

- a. Two (2) copies shall be filed with the Town Secretary and retained as original records and shall not be changed in any matter.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

Penalty. Any person, firm, corporation or business entity violating this Ordinance 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 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 13TH DAY OF OCTOBER, 2015.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

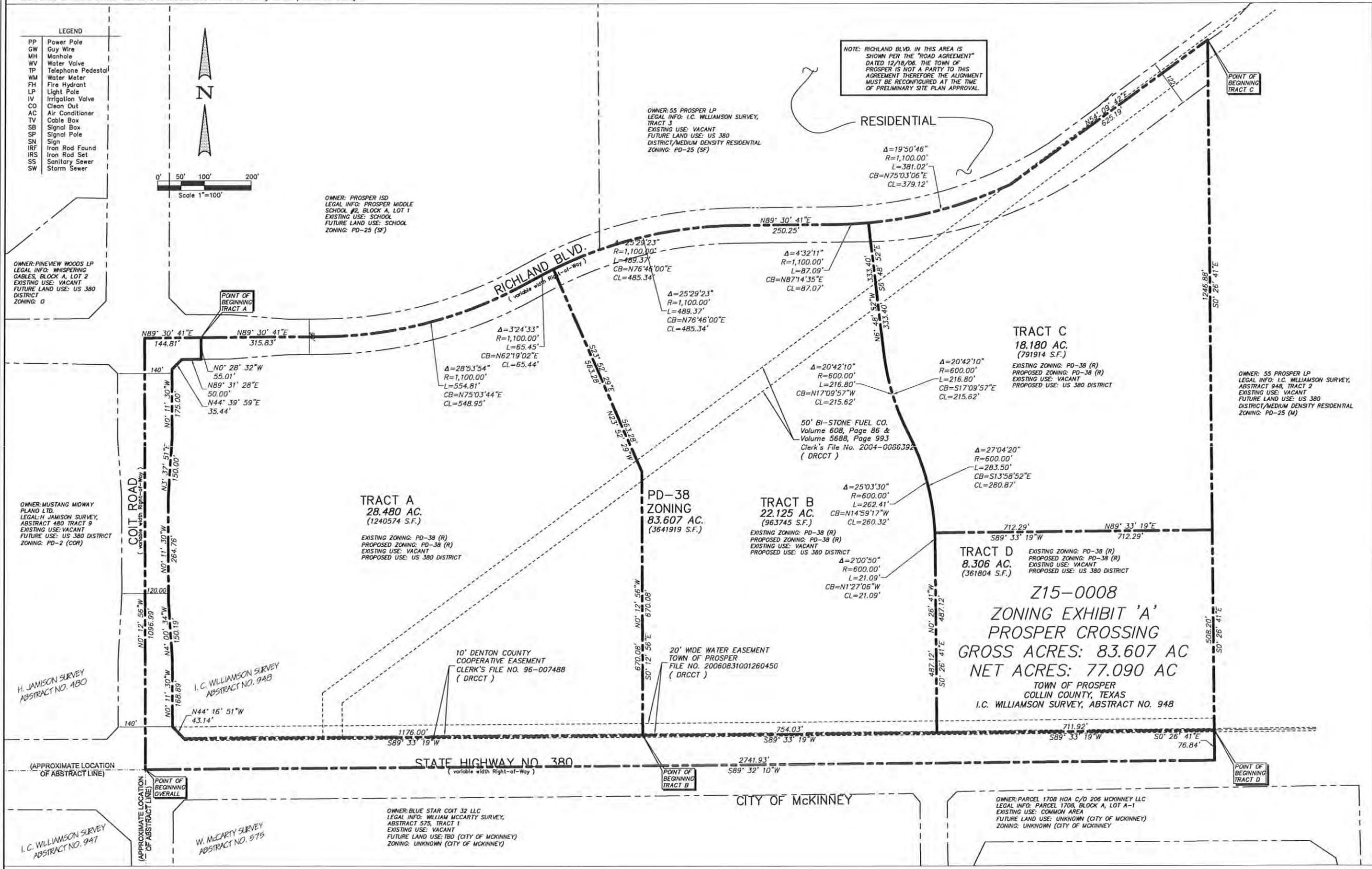
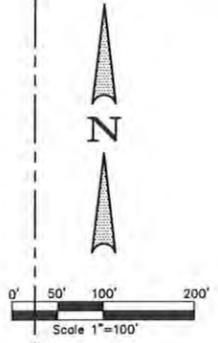
\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**

**FLOOD NOTE**  
 According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 480141-0260G, dated January 19th, 1995, this property is within Flood Zone X, Zone X - Areas determined to be outside the 500-year floodplain.  
 This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

**NOTES:**  
 1. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.  
 2. NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY.

**LEGEND**

FP	Power Pole
CW	Guy Wire
MH	Manhole
WV	Water Valve
TP	Telephone Pedestal
WM	Water Meter
FH	Fire Hydrant
LP	Light Pole
IV	Irrigation Valve
CO	Clean Out
AC	Air Conditioner
TV	Cable Box
SB	Signal Box
SP	Signal Pole
SN	Sign
IRF	Iron Rod Found
IRS	Iron Rod Set
SS	Sanitary Sewer
SW	Storm Sewer



NOTE: RICHLAND BLVD. IN THIS AREA IS SHOWN PER THE "ROAD AGREEMENT" DATED 12/18/06. THE TOWN OF PROSPER IS NOT A PARTY TO THIS AGREEMENT THEREFORE THE ALIGNMENT MUST BE RECONFOURED AT THE TIME OF PRELIMINARY SITE PLAN APPROVAL.

**Winkelmann & Associates, Inc.**  
 CONSULTING CIVIL ENGINEERS & SURVEYORS  
 875 MILBURN ROAD, SUITE 200  
 DALLAS, TEXAS 75243  
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 LICENSE NO. 000860-20  
 LICENSE EXPIRES 12/31/2015

TOWN OF PROSPER  
 COLLIN COUNTY, TEXAS  
 I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948  
 ORANGE DEVELOPMENT, LLC  
 1200 CORPORATE DRIVE, STE. G-50  
 BIRMINGHAM, AL 35242

ZONING EXHIBIT 'A'  
 PROSPER CROSSING

Date : 05/04/15  
 Scale : 1"=100'  
 File : 70936-ZONING  
 Project No. : 70936

**SHEET**  
 1  
 OF  
 2

OVERALL FIELD NOTE DESCRIPTION

STATE OF TEXAS  
COUNTY OF COLLIN

BEING A TRACT OF LAND SITUATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948, COLLIN COUNTY, TEXAS AND BEING A PORTION OF A TRACT OF LAND AS DESCRIBED IN A DEED TO W.H. RASOR, III ET AL AS RECORDED IN COUNTY CLERK'S NUMBER 97-0088102 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND AT THE INTERSECTION OF THE CENTERLINE OF STATE HIGHWAY NO. 380 ( VARIABLE WIDTH RIGHT-OF-WAY ) AND THE CENTERLINE OF COIT ROAD (VARIABLE WIDTH RIGHT-OF-WAY );

THENCE DEPARTING SAID CENTERLINE OF SAID STATE HIGHWAY NO. 380 AND ALONG THE CENTERLINE OF SAID COIT ROAD NORTH 00 DEG 12 MIN 56 SEC WEST A DISTANCE OF 1096.99 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE CENTERLINE OF SAID COIT ROAD AND ALONG THE NORTHERLY LINE OF SAID RASOR TRACT AS FOLLOWS:

NORTH 89 DEG 30 MIN 41 SEC EAST A DISTANCE OF 460.64 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET, AND HAVING A CHORD BEARING NORTH 75 DEG 03 MIN 44 SEC EAST AND A CHORD DISTANCE OF 548.95 FEET;

CONTINUING ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28 DEG 53 MIN 54 SEC FOR AN ARC LENGTH OF 554.81 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1100.00 FEET, AND HAVING A CHORD BEARING NORTH 75 DEG 03 MIN 44 SEC EAST AND A CHORD DISTANCE OF 548.96 FEET;

CONTINUING ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°53'56" FOR AN ARC LENGTH OF 554.82 FEET TO A POINT FOR CORNER;

NORTH 89 DEG 30 MIN 41 SEC EAST A DISTANCE OF 250.25 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET, AND HAVING A CHORD BEARING NORTH 77 DEG 19 MIN 13 SEC EAST AND A CHORD DISTANCE OF 464.59 FEET;

CONTINUING ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24 DEG 23 MIN 01 SEC FOR AN ARC LENGTH OF 468.11 FEET TO A POINT FOR CORNER;

THENCE NORTH 54 DEG 09 MIN 42 SEC EAST A DISTANCE OF 625.19 FEET TO A POINT FOR CORNER;

THENCE DEPARTING SAID NORTH LINE OF 78.623 ACRE TRACT 3 SOUTH 00 DEG 26 MIN 41 SEC EAST A DISTANCE OF 1831.92 FEET TO A POINT FOR CORNER, SAID POINT BEING IN THE CENTERLINE OF SAID STATE HIGHWAY NO. 380;

THENCE ALONG SAID CENTERLINE OF STATE HIGHWAY NO. 380 SOUTH 89 DEG 32 MIN 10 SEC WEST A DISTANCE OF 2741.93 FEET TO THE POINT OF BEGINNING;

CONTAINING WITHIN THESE METES AND BOUNDS IS 83.607 ACRES OR 3,641,919 SQUARE FEET OF LAND MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

TRACT A

BEING A TRACT OF LAND SITUATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948, TOWN OF PROSPER, COLLIN COUNTY, TEXAS, THE SUBJECT TRACT BEING A PORTION OF A TRACT OF LAND CONVEYED TO NEC COIT/380, LLC, ACCORDING TO THE DEED RECORDED IN DOCUMENT NO. 20110617000629000 OF THE DEED RECORDS, COLLIN COUNTY, TEXAS (DRCT), THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF RICHLAND BOULEVARD, A 45 FOOT RIGHT-OF-WAY, RECORDED IN CABINET 2008, PAGE 675, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT);

THENCE N 89° 30' 41" E, 315.83 FEET ALONG THE CENTERLINE THEREOF TO A POINT FOR CORNER;

THENCE CONTINUING ALONG THE CENTERLINE THEREOF, AROUND A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28° 53' 54", A RADIUS OF 1100.00 FEET, A CHORD OF N 75° 03' 44" E - 548.95 FEET, AN ARC LENGTH OF 554.81 FEET TO A POINT FOR CORNER;

THENCE CONTINUING ALONG THE CENTERLINE THEREOF, AROUND A REVERSE CURVE HAVING A CENTRAL ANGLE OF 03° 24' 33", A RADIUS OF 1100.00 FEET, A CHORD OF N 62° 19' 02" E - 65.44 FEET, AN ARC LENGTH OF 65.45 FEET TO A POINT FOR CORNER FOR THE NORTHWEST CORNER OF A TRACT CONVEYED TO HARMONY CAPITAL, LLC, RECORDED IN DOCUMENT NO. 20120402000374830 DRCT;

THENCE S 23° 52' 29" E, 563.28 FEET ALONG THE WEST LINE THEREOF TO A POINT FOR CORNER;

THENCE S 00° 12' 56" E, 670.08 FEET CONTINUING ALONG THE WEST LINE THEREOF TO A POINT FOR CORNER ON THE NORTH LINE OF U.S. HIGHWAY 380, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY;

THENCE S 89° 33' 19" W, 1176.00 FEET ALONG THE NORTH LINE OF U.S. HIGHWAY 380 TO A POINT FOR CORNER FOR THE SOUTH END OF A CORNER CLIP AT THE PUBLIC INTERSECTION OF THE NORTH LINE OF SAID HIGHWAY WITH THE EAST LINE OF COIT ROAD, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY;

THENCE N 44° 16' 51" W, 43.14 FEET ALONG SAID CORNER CLIP TO A POINT FOR CORNER;

THENCE N 00° 11' 30" W, 168.89 FEET ALONG THE EAST LINE OF COIT ROAD TO A POINT FOR CORNER;

THENCE N 04° 00' 34" W, 150.19 FEET CONTINUING ALONG THE EAST LINE OF COIT ROAD TO A POINT FOR CORNER;

THENCE N 00° 11' 30" W, 264.76 FEET ALONG THE EAST LINE OF COIT ROAD TO A POINT FOR CORNER;

THENCE N 03° 37' 51" E, 150.00 FEET CONTINUING ALONG THE EAST LINE OF COIT ROAD TO A POINT FOR CORNER;

THENCE N 00° 11' 30" W, 175.00 FEET CONTINUING ALONG THE EAST LINE OF COIT ROAD TO A POINT FOR CORNER FOR THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF THE EAST LINE OF COIT ROAD WITH THE SOUTH LINE OF RICHLAND BOULEVARD;

THENCE N 44° 39' 59" E, 35.44 FEET ALONG SAID CORNER CLIP TO A POINT FOR CORNER;

THENCE N 89° 31' 28" E, 50.00 FEET ALONG THE SOUTH LINE OF RICHLAND BOULEVARD TO A POINT FOR CORNER;

THENCE N 00° 28' 32" W, 55.01 FEET DEPARTING THE SOUTH LINE OF RICHLAND BOULEVARD TO THE POINT OF BEGINNING WITH THE SUBJECT TRACT CONTAINING 1,240,574 SQUARE FEET OR 28.480 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

TRACT B

BEING A TRACT OF LAND SITUATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948, TOWN OF PROSPER, COLLIN COUNTY, TEXAS, THE SUBJECT TRACT BEING A PORTION OF A TRACT CONVEYED TO HARMONY CAPITAL, LLC ACCORDING TO THE DEED RECORDED IN DOCUMENT NO. 20120402000374830 OF THE OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT), THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF U.S. HIGHWAY 380, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, FOR THE SOUTHEAST CORNER OF A TRACT CONVEYED TO NEC COIT/380, LLC, RECORDED IN DOCUMENT NO. 20110617000629000 OPRCCT;

THENCE N 00° 12' 56" W, 670.08 FEET ALONG THE COMMON LINE THEREOF TO A POINT FOR CORNER;

THENCE N 23° 52' 29" W, 563.28 FEET CONTINUING ALONG THE COMMON LINE THEREOF TO A POINT FOR CORNER ON THE SOUTH LINE OF RICHLAND BOULEVARD, A 45 FOOT RIGHT-OF-WAY, CREATED BY THE PLAT OF LOT 1, BLOCK A, PROSPER MIDDLE SCHOOL NO.2 ADDITION, AN ADDITION RECORDED IN CABINET 2006, PAGE 675 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF RICHLAND BOULEVARD, AROUND A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25° 29' 23", A RADIUS OF 1100.00 FEET, A CHORD OF N 76° 46' 00" E - 485.34 FEET, PASSING AT AN ARC LENGTH OF 126.95 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID RIGHT-OF-WAY AND THE SOUTHWEST CORNER OF A TRACT CONVEYED TO PROSPER 380 COIT PARTNERS, LTD., RECORDED IN VOLUME 6050, PAGE 214 OF THE DEED RECORDS, COLLIN COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTH LINE THEREOF A TOTAL ARC DISTANCE OF 489.37 FEET TO A POINT FOR CORNER;

THENCE N 89° 30' 41" E, 250.25 FEET CONTINUING ALONG THE COMMON LINE THEREOF TO A POINT FOR CORNER;

THENCE CONTINUING ALONG THE COMMON LINE THEREOF, AROUND A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04° 32' 11", A RADIUS OF 1100.00 FEET A CHORD OF N 87° 14' 35" E - 87.07 FEET, AN ARC LENGTH OF 87.09 FEET TO A POINT FOR CORNER FOR THE NORTHWEST CORNER OF A TRACT CONVEYED TO FIRST BAPTIST CHURCH PROSPER, TEXAS, RECORDED IN DOCUMENT NO. 20120410000417390 OPRCCT;

THENCE S 06° 48' 52" E, 333.40 FEET ALONG THE COMMON LINE THEREOF TO A POINT FOR CORNER;

THENCE CONTINUING ALONG THE COMMON LINE THEREOF, AROUND A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20° 42' 10", A RADIUS OF 600.00 FEET A CHORD OF S 17° 09' 57" E - 215.62 FEET, AN ARC LENGTH OF 216.80 FEET TO A POINT FOR CORNER;

THENCE CONTINUING ALONG THE COMMON LINE THEREOF, AROUND A REVERSE CURVE HAVING A CENTRAL ANGLE OF 27° 04' 21", A RADIUS OF 600.00 FEET A CHORD OF S 13° 58' 52" E - 280.27 FEET, PASSING AT AN ARC LENGTH OF 262.41 FEET A POINT FOR CORNER FOR THE NORTHWEST CORNER OF A TRACT CONVEYED TO COTHRAN MALIBU INVESTMENTS, INC., RECORDED IN DOCUMENT NO. 20140319000257500 OPRCCT, AND CONTINUING ALONG THE COMMON LINE THEREOF A TOTAL ARC DISTANCE OF 283.50 FEET TO A POINT FOR CORNER;

THENCE S 00° 26' 41" E, 487.12 FEET CONTINUING ALONG THE COMMON LINE THEREOF TO A POINT FOR CORNER ON THE NORTH LINE OF U.S. HIGHWAY 380;

THENCE S 89° 33' 19" W, 754.03 FEET ALONG THE NORTH LINE OF U.S. HIGHWAY 380 TO THE POINT OF BEGINNING WITH THE SUBJECT TRACT CONTAINING 963,745 SQUARE FEET OR 22.125 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

TRACT C

BEING A TRACT OF LAND SITUATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948, TOWN OF PROSPER, COLLIN COUNTY, TEXAS, THE SUBJECT TRACT BEING A PORTION OF A TRACT OF LAND CONVEYED TO PROSPER 380 COIT PARTNERS, LTD. ACCORDING TO THE DEED RECORDED IN VOLUME 6050, PAGE 214 OF THE DEED RECORDS COLLIN COUNTY, TEXAS (DRCT), THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHEAST CORNER OF THE SUBJECT TRACT;

THENCE, S 00 DEG 26 MIN 41 SEC E, A DISTANCE OF 1246.88 FEET TO A POINT FOR CORNER;

THENCE, S 89 DEG 33 MIN 19 SEC W, A DISTANCE OF 712.29 FEET TO A POINT FOR CORNER;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEG 03 MIN 30 SEC, A RADIUS OF 600.00 FEET, A CHORD OF N 14 DEG 59 MIN 17 SEC W, 260.33 FEET, AN ARC LENGTH OF 262.41 FEET TO A POINT FOR CORNER;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEG 42 MIN 10 SEC, A RADIUS OF 600.00 FEET, A CHORD OF N 17 DEG 09 MIN 57 SEC W, 215.62 FEET, AN ARC LENGTH OF 216.80 FEET TO A POINT FOR CORNER;

THENCE, N 06 DEG 48 MIN 52 SEC W, A DISTANCE OF 333.40 FEET TO A POINT FOR CORNER;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19 DEG 50 MIN 46 SEC, A RADIUS OF 1100.00 FEET, A CHORD OF N 75 DEG 03 MIN 06 SEC E, 379.12 FEET, AN ARC LENGTH OF 381.02 FEET TO A POINT FOR CORNER;

THENCE, N 54 DEG 09 MIN 42 SEC E, A DISTANCE OF 625.19 FEET TO THE PLACE OF BEGINNING WITH THE SUBJECT TRACT CONTAINING 791,914 SQUARE FEET OR 18.180 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

TRACT D

BEING A TRACT OF LAND SITUATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948, TOWN OF PROSPER, COLLIN COUNTY, TEXAS, THE SUBJECT TRACT BEING A PORTION OF A TRACT OF LAND CONVEYED TO HARMONY CAPITAL, LLC ACCORDING TO THE DEED RECORDED IN DOCUMENT NO. 20120402000374830 OF THE DEED RECORDS, COLLIN COUNTY, TEXAS (DRCT), THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF U.S. HIGHWAY 380 (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) FOR THE SOUTHEAST CORNER OF THE SUBJECT TRACT, AND BEING A SOUTHWESTERLY CORNER OF A REMAINDER OF THAT TRACT CONVEYED TO PROSPER 380 COIT PARTNERS, LTD., RECORDED IN VOLUME 6050, PAGE 214 DRCT;

THENCE S 89° 33' 19" W, 711.92 FEET ALONG THE NORTH LINE OF U.S. HIGHWAY 380 TO A POINT FOR CORNER;

THENCE N 00° 26' 41" W, 487.12 FEET ALONG THE EAST LINE THEREOF TO A POINT FOR CORNER;

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2° 00' 50", A RADIUS OF 600.00 FEET, A CHORD OF N 01° 27' 06" W - 21.09 FEET, AN ARC LENGTH OF 21.09 FEET TO A POINT FOR CORNER FOR THE SOUTHWEST CORNER OF A TRACT CONVEYED TO THE FIRST BAPTIST CHURCH, PROSPER, TEXAS, RECORDED IN DOCUMENT NO. 20120410000417390 DRCT;

THENCE N 89° 33' 19" E, 712.29 FEET ALONG THE COMMON LINE THEREOF TO A POINT FOR CORNER ON THE EAST LINE OF SAID PROSPER 380 COIT PARTNERS TRACT, FOR THE SOUTHEAST CORNER OF SAID FIRST BAPTIST CHURCH TRACT;

THENCE S 00° 26' 41" E, 508.20 FEET ALONG THE COMMON LINE THEREOF TO THE POINT OF BEGINNING WITH THE SUBJECT TRACT CONTAINING 361,804 SQUARE FEET OR 8.306 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

REVISION	DATE	APPROV.

**Winkelman & Associates, Inc.**  
CONSULTING CIVIL ENGINEERS & SURVEYORS  
1200 CORPORATE DRIVE, STE. G-50  
BIRMINGHAM, AL 35242  
(205) 988-7888 FAX  
(205) 988-7888 FAX  
Texas Surveyor No. 100869-200  
Surveyor License No. 100869-200  
Surveyor License No. 100869-200  
Surveyor License No. 100869-200

TOWN OF PROSPER  
COLLIN COUNTY, TEXAS  
I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948  
ORANGE DEVELOPMENT, LLC  
1200 CORPORATE DRIVE, STE. G-50  
BIRMINGHAM, AL 35242

ZONING EXHIBIT 'A'  
PROSPER CROSSING



Z15-0008  
ZONING EXHIBIT 'A'  
PROSPER CROSSING  
GROSS ACRES: 83.608 AC  
NET ACRES: 77.090 AC  
TOWN OF PROSPER  
COLLIN COUNTY, TEXAS  
I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948

Date : 05/04/15  
Scale : 1"=100'  
File : 70935-ZON.DWG  
Project No. : 70935

SHEET  
OF

**EXHIBIT 'B'**

CVS Pharmacy intends to develop the hard corner of US 380 & Coit road with a 14,600 SF building with drive-thru service. The remainder of Tract A is designed as a shopping center to accommodate an approximate 115,000 square foot anchor retail building along with complimentary retail establishments containing restaurant and typical service tenants. Other than CVS, there are four (4) planned outparcels which may contain a combination of national and regional retailers including banks, casual dining restaurants as well as established quick-service restaurants.

Tracts B, C & D are under separate ownership, but governed by the same zoning, Planned Development-38 (PD-38).

This Planned Development request is intended to resolve the discrepancy between the zoning and ownership circumstances and allow for the development of a CVS Pharmacy in the near term and future retail and service of the remaining property in the future.

## -Exhibit C-

### Planned Development Standards

#### Conformance with the Town's Zoning Ordinance and Subdivision Ordinance:

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

#### **Tract A Retail District**

A.1 Except as noted below, Tract A shall develop in accordance with the Retail District, as it exists or may be amended.

#### A.2 Development Plans

1. Conceptual Development Plan: Development shall be in conformance with the attached concept plan, set forth in Exhibit D.
2. Elevations: Development shall be in conformance with the attached elevations, set forth in Exhibit F.
3. Landscape Plan: Development shall be in conformance with the attached landscape plan, set forth in Exhibit G.
4. Minor amendments to the approved Conceptual Development shall be considered at time of the submittal of a Preliminary Site Plan. The Preliminary Site Plan shall clearly note any deviations from the approved Conceptual Development Plan. To be classified as a minor amendment, the proposed changes shall not:
  1. alter the basic relationship of the proposed development to adjacent property,
  2. alter the uses permitted,
  3. increase the density,
  4. increase the building height,
  5. increase the coverage of the site,
  6. reduce the off-street parking ratio,
  7. reduce the building lines provided at the boundary of the site, or
  8. significantly alter any open space plans

Where the proposed changes do not meet the criteria of a minor amendment, a formal amendment of the Planned Development District, including Public Hearings conducted by the Planning & Zoning Commission and Town Council shall be required in accordance with Chapter 1, Section 8 of the Zoning Ordinance as it exists or may be amended.

A.3 Uses. Uses shall be permitted in accordance with the Retail District and as shown on Exhibit D with the exception of the following uses which shall be prohibited:

1. Athletic Stadium or Field, Private
2. Athletic Stadium or Field, Public
3. Cemetery/Mausoleum
4. Commercial Amusement, Outdoor

5. Recycling Collection Point
6. School District Bus Yard
7. Sewage Treatment Plant/Pumping Station
8. Trailer Rental
9. Utility Distribution/Transmission Facility
10. Water Treatment Plant

#### A.4 Regulations

1. US 380 - Tree plantings shall be provided at minimum rate of a four (4) inch Caliper trees (at the time of planting) per twenty-five (25) lineal feet. Shrub plantings shall be provided at a lineal rate of 40 five (5) gallon shrubs (at the time of planting) per a minimum thirty (30) lineal feet.
2. Coit Road - Tree plantings shall be provided at minimum rate of a four (4) inch Caliper tree (at the time of planting) per twenty-five (25) lineal feet. Shrub plantings shall be provided at a lineal rate of 40 five (5) gallon shrubs (at the time of planting) per a minimum thirty (30) lineal feet.
3. Richland Blvd. – Tree plantings shall be provided at a minimum rate of a four (4) inch caliper tree per twenty (20) linear feet. Shrub plantings shall be provided at a minimum rate of 20 ten (10) gallon shrubs per thirty (30) linear feet. A berm of a minimum height of four (4) feet shall be provided within the landscape buffer along Richland Boulevard in areas which are not encumbered by the gas line easement.
4. Parking abutting perimeter landscape areas shall be screened from the adjacent roadway by 3' minimum tall shrubs and 3' minimum tall berms.
5. Loading Areas – Where loading areas are adjacent to Richland Boulevard evergreen trees with a minimum height of ten (10) feet shall be provided at a minimum rate of one (1) tree per twenty (20) linear feet within the landscape buffer adjacent to the loading areas.
6. Utility Power Lines: New utility distribution and service lines for individual business establishments, buildings, signs and for any other site development features shall be placed underground. Existing overhead facilities may remain overhead.
7. All required trees that conflict with the existing 50' gas easement must be located in an alternate location outside of the 50' gas easement on the subject property for the parking islands as designated on Exhibit 'D'. All other islands shall be designed in a manner to meet Town's landscape requirements.
8. All above ground detention ponds shall be treated as open space amenities and landscaped as such. These ponds shall be placed in a manner as to be designed and constructed to maintain a constant normal pool elevation. The Town's engineering department shall review and confirm any design constraints that would preclude the pond from maintaining a constant pool elevation.
9. Building Height – Maximum Building Height shall not exceed forty-five (45) feet.
10. Drive-thru services are not allowed on consecutive lots.

11. Lots 2, 3, and 4 are designated for retail and drive-thru restaurant uses; however, drive-thru restaurants may not be adjacent to each other on those lots. Lot 5 shall be limited to a restaurant use and no drive-thru restaurant use shall be permitted. Further, the open space tract depicted on the site plan depicted in Exhibit D shall be depicted as a component of Phase 1 and developed and constructed in conjunction with the proposed CVS Pharmacy. The open space tract shall be landscaped and subject to Town staff approval.

### **Tract B, C, & D Retail District**

B.1 Except as noted below, the Tracts B, C, & D shall develop in accordance with the Retail District, as it exists or may be amended.

#### **B.2 Development Plans**

1. Conceptual Development Plan: Prior to application for a Preliminary Site Plan and/or Site Plan on Tract B, C, & D, a Conceptual Development Plan shall be submitted for each Tract, and receive a recommendation from the Planning & Zoning Commission and be approved by the Town Council.

A Conceptual Development Plan shall be prepared and contain the same information as required for "Exhibits D and F" associated with the application for a Planned Development District. The required information of Exhibits D and F associated with a Planned Development District are denoted in the Town's Development Manual as it exists or may be amended.

This Conceptual Development Plan shall be required for the general area within which development is to occur. This general area shall be bounded by thoroughfares, ownership lines, creekways or other physical barriers that define a geographic boundary that separates the area of interest from other parcels.

Minor amendments to the approved Conceptual Development shall be considered at time of the submittal of a Preliminary Site Plan. The Preliminary Site Plan shall clearly note any deviations from the approved Conceptual Development Plan. To be classified as a minor amendment, the proposed changes shall not:

1. alter the basic relationship of the proposed development to adjacent property,
2. alter the uses permitted,
3. increase the density,
4. increase the building height,
5. increase the coverage of the site,
6. reduce the off-street parking ratio,
7. reduce the building lines provided at the boundary of the site, or
8. significantly alter any open space plans

Where the proposed changes do not meet the criteria of a minor amendment, a formal amendment of the Planned Development District, including Public Hearings conducted by the Planning & Zoning Commission and Town Council shall be required in accordance with Chapter 1, Section 8 of the Zoning Ordinance as it exists or may be amended.

B.3 Uses. Uses shall be permitted in accordance with the Retail District with the exception of the following uses which shall be prohibited:

1. Athletic Stadium or Field, Private
2. Athletic Stadium or Field, Public
3. Cemetery/Mausoleum
4. Commercial Amusement, Outdoor
5. Recycling Collection Point
6. School District Bus Yard
7. Sewage Treatment Plant/Pumping Station
8. Trailer Rental
9. Utility Distribution/Transmission Facility
10. Water Treatment Plant

B.4 Regulations

1. US 380 – On Tracts B, C, & D tree plantings shall be provided at minimum rate of a four (4) inch Caliper trees (at the time of planting) per twenty-five (25) lineal feet. Shrub plantings shall be provided at a lineal rate of 40 five (5) gallon shrubs (at the time of planting) per a minimum thirty (30) lineal feet.
2. Richland Blvd. – On Tracts B, C, & D tree plantings shall be provided at a minimum rate of a four (4) inch caliper tree per twenty (20) linear feet. Shrub plantings shall be provided at a minimum rate of 20 ten (10) gallon shrubs per thirty (30) linear feet. A berm of a minimum height of four (4) feet shall be provided within the landscape buffer along Richland Boulevard in areas which are not encumbered by the gas line easement.
3. East Property Line - On Tracts B, C, & D the landscape buffer shall be twenty five (25) in width. Tree plantings shall be provided at a minimum rate of a four (4) inch caliper tree per twenty (20) linear feet. Shrub plantings shall be provided at a lineal rate of 40 five (5) gallon shrubs (at the time of planting) per a minimum thirty (30) lineal feet.
4. Parking abutting perimeter landscape areas shall be screened from the adjacent roadway by 3' minimum tall shrubs and 3' minimum tall berms.
5. Loading Areas – Where loading areas are adjacent to Richland Boulevard and the east property line, evergreen trees with a minimum height of ten (10) feet shall be provided at a minimum rate of one (1) tree per twenty (20) linear feet within the landscape buffer adjacent to the loading areas.
6. Utility Power Lines: New utility distribution and service lines for individual business establishments, buildings, signs and for any other site development features shall be placed underground. Existing overhead facilities may remain overhead.
7. All required trees that conflict with the existing 50' gas easement must be located in an alternate location outside of the 50' gas easement on the subject property for the parking islands as designated on Exhibit 'D'. All other islands shall be designed in a manner to meet Town's landscape requirements.

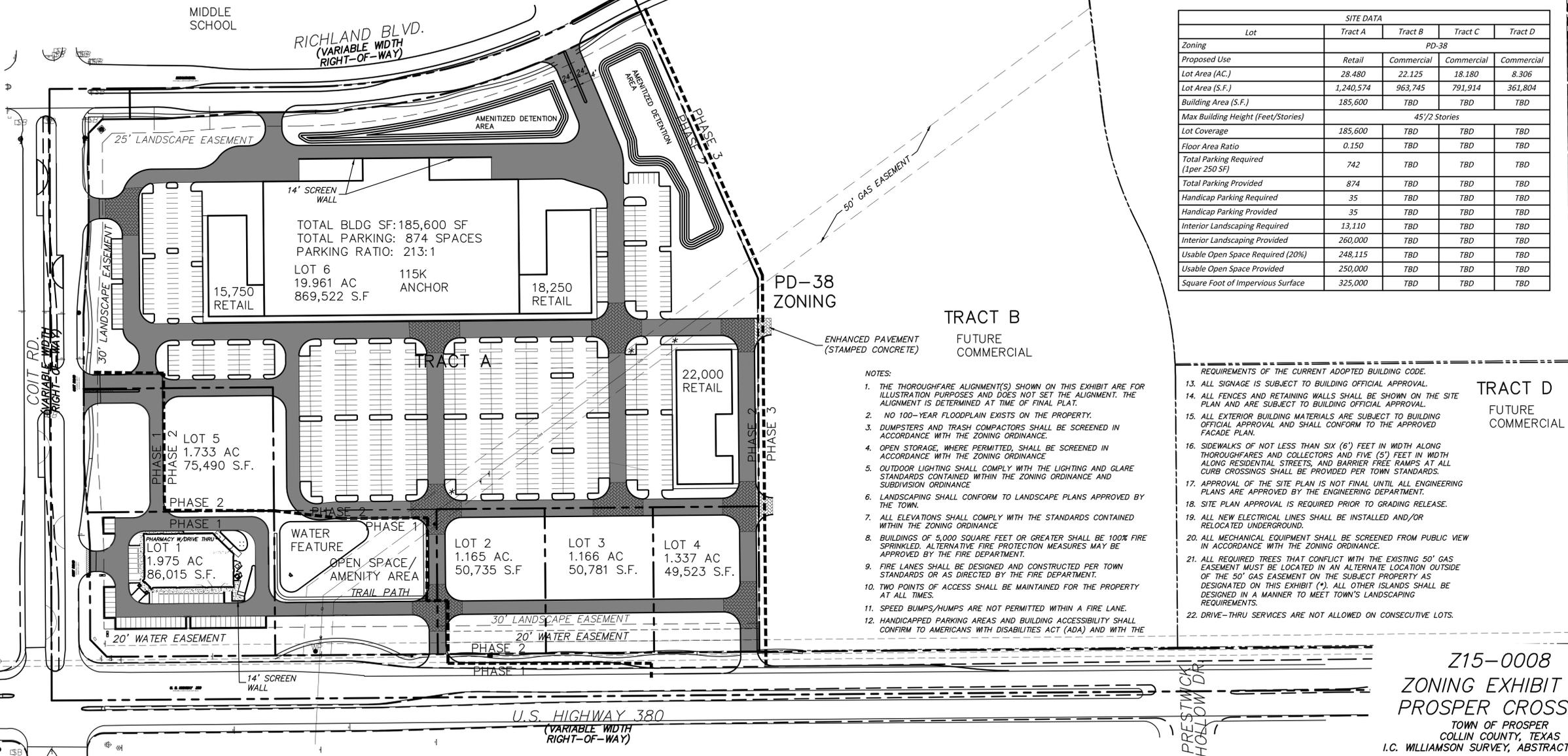
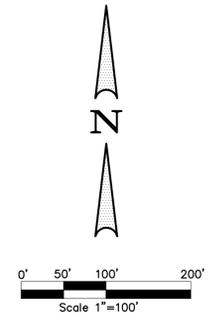
8. All above ground detention ponds shall be treated as open space amenities and landscaped as such. These ponds shall be placed in a manner as to be designed and constructed to maintain a constant normal pool elevation. The Town's engineering department shall review and confirm any design constraints that would preclude the pond from maintaining a constant pool elevation.
9. Building Height – Maximum Building Height shall not exceed forty-five (45) feet.
10. Drive-thru services are not allowed on consecutive lots.

**FLOOD NOTE**  
 According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 480141-0260G, dated January 19th, 1995, this property is within Flood Zone X.  
 Zone X - Areas determined to be outside the 500-year floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

NOTE: RICHLAND BLVD. IN THIS AREA IS SHOWN PER THE "ROAD AGREEMENT" DATED 12/18/06. THE TOWN OF PROSPER IS NOT A PARTY TO THIS AGREEMENT THEREFORE THE ALIGNMENT MUST BE RECONFIGURED AT THE TIME OF PRELIMINARY SITE PLAN APPROVAL.

- LEGEND**
- PP Power Pole
  - GW Guy Wire
  - MH Manhole
  - WV Water Valve
  - TP Telephone Pedestal
  - WM Water Meter
  - FH Fire Hydrant
  - LP Light Pole
  - IV Irrigation Valve
  - CO Clean Out
  - AC Air Conditioner
  - TV Cable Box
  - SB Signal Box
  - SP Signal Pole
  - SN Sign
  - IRF Iron Rod Found
  - IRS Iron Rod Set
  - SS Sanitary Sewer
  - SW Storm Sewer



Lot	SITE DATA			
	Tract A	Tract B	Tract C	Tract D
Zoning	PD-38			
Proposed Use	Retail	Commercial	Commercial	Commercial
Lot Area (A.C.)	28.480	22.125	18.180	8.306
Lot Area (S.F.)	1,240,574	963,745	791,914	361,804
Building Area (S.F.)	185,600	TBD	TBD	TBD
Max Building Height (Feet/Stories)	45/2 Stories			
Lot Coverage	185,600	TBD	TBD	TBD
Floor Area Ratio	0.150	TBD	TBD	TBD
Total Parking Required (1 per 250 SF)	742	TBD	TBD	TBD
Total Parking Provided	874	TBD	TBD	TBD
Handicap Parking Required	35	TBD	TBD	TBD
Handicap Parking Provided	35	TBD	TBD	TBD
Interior Landscaping Required	13,110	TBD	TBD	TBD
Interior Landscaping Provided	260,000	TBD	TBD	TBD
Usable Open Space Required (20%)	248,115	TBD	TBD	TBD
Usable Open Space Provided	250,000	TBD	TBD	TBD
Square Foot of Impervious Surface	325,000	TBD	TBD	TBD

PD-38 ZONING

- NOTES:**
- THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
  - NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY.
  - DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
  - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
  - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE 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 CONFIRM TO AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT ADOPTED BUILDING CODE.

- 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 COLLECTORS AND FIVE (5') FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
  - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
  - 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 ZONING ORDINANCE.
  - ALL REQUIRED TREES THAT CONFLICT WITH THE EXISTING 50' GAS EASEMENT MUST BE LOCATED IN AN ALTERNATE LOCATION OUTSIDE OF THE 50' GAS EASEMENT ON THE SUBJECT PROPERTY AS DESIGNATED ON THIS EXHIBIT (\*). ALL OTHER ISLANDS SHALL BE DESIGNED IN A MANNER TO MEET TOWN'S LANDSCAPING REQUIREMENTS.
  - DRIVE-THRU SERVICES ARE NOT ALLOWED ON CONSECUTIVE LOTS.

NO.	DATE	REVISION	CITY COMMENTS	MD	APPROV.
1.	06/08/2015				

**Winkelmann & Associates, Inc.**  
 CONSULTING CIVIL ENGINEERS # SURVEYORS  
 6700 HILLCREST PLAZA #2929  
 DALLAS, TEXAS 75230  
 Phone: 972-981-9999  
 Fax: 972-981-9998  
 www.winkelmann.com  
 LICENSE NO. 100886-00  
 LICENSE NO. 2523, SURVEYORS & ASSOCIATES, INC.

TOWN OF PROSPER  
 COLLIN COUNTY, TEXAS  
 I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948  
 ORANGE DEVELOPMENT, LLC  
 1200 CORPORATE DRIVE, STE. G-50  
 BIRMINGHAM, AL 35242

CONCEPTUAL DEVELOPMENT PLAN  
 ZONING EXHIBIT 'D'  
 PROSPER CROSSING

Date : 05/04/15  
 Scale : 1"=100'  
 File : 70936-204.DWG  
 Project No. : 70936

Z15-0008  
 ZONING EXHIBIT 'D'  
 PROSPER CROSSING  
 TOWN OF PROSPER  
 COLLIN COUNTY, TEXAS  
 I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948

**EXHIBIT 'E'****PROJECTED DEVELOPMENT SCHEDULE****PROSPER CROSSING**

June 12, 2015

**TRACT A:****Phase 1 (CVS Pharmacy)**

- |                            |          |
|----------------------------|----------|
| a. Construction Start      | 02/01/16 |
| b. Construction Completion | 07/16/16 |
| c. Store Opening           | 08/07/16 |

**Phase 2 (Anchored Shopping Center)**

- |                            |     |
|----------------------------|-----|
| a. Construction Start      | TBD |
| b. Construction Completion | TBD |
| c. Store Opening           | TBD |

**TRACTS B, C, & D**

- |                            |     |
|----------------------------|-----|
| a. Construction Start      | TBD |
| b. Construction Completion | TBD |
| c. Store Opening           | TBD |

MATERIALS SQUARE FOOTAGE		
WOOD:	50 SF	(01.9% NET)
STONE VENEER:	425 SF	(16.4% NET)
METAL AWNING:	271 SF	(10.4% NET)
STUCCO:	1,849 SF	(71.3% NET)
GLAZING/DOOR:	505 SF	(16.3% TOTAL)
NET:	2,545 SF	
TOTAL:	3,100 SF	



**WEST ELEVATION**  
(COIT ROAD)

MATERIALS SQUARE FOOTAGE		
WOOD:	525 SF	(12.4% NET)
STONE VENEER:	425 SF	(10.0% NET)
METAL AWNING:	271 SF	(06.4% NET)
STUCCO:	3,019 SF	(71.2% NET)
GLAZING/DOOR:	576 SF	(12.0% TOTAL)
NET:	4,240 SF	
TOTAL:	4,816 SF	



**SOUTH ELEVATION**  
(UNIVERSITY DRIVE/ U.S. 380)

MATERIALS SQUARE FOOTAGE		
WOOD:	0 SF	(0.0% NET)
STONE VENEER:	17 SF	(0.7% NET)
METAL AWNING:	86 SF	(3.4% NET)
STUCCO:	2,434 SF	(95.9% NET)
GLAZING/DOOR:	63 SF	(2.4% TOTAL)
NET:	2,537 SF	
TOTAL:	2,600 SF	



**EAST ELEVATION**

MATERIALS SQUARE FOOTAGE		
WOOD:	286 SF	(07.2% NET)
STONE VENEER:	17 SF	(0.4% NET)
METAL AWNING:	137 SF	(3.5% NET)
STUCCO:	3506 SF	(88.8% NET)
GLAZING/DOOR:	194 SF	(4.7% TOTAL)
NET:	3,946 SF	
TOTAL:	4,140 SF	



**NORTH ELEVATION**

- NOTE:**
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTION DIVISION.
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE
  3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
  4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT
  5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.

**CVS/pharmacy**  
Prosper, TX

**Proposed Materials**



Exhibit F  
Z15-0008

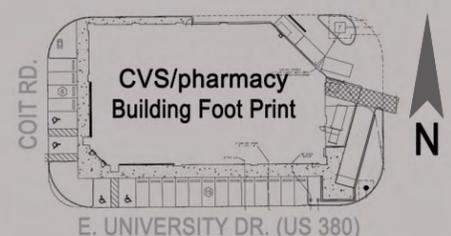




EXHIBIT F-1



SOUTHERN 14,600-RIGHT  
 CHAMFER DRIVE-THRU  
 STORE NUMBER 10641  
 NEC U.S. HWY 380 & COIT ROAD  
 PROSPER, TEXAS  
 PROJECT TYPE: NEW  
 DEAL TYPE: FEE FOR SERVICE  
 CS PROJECT NUMBER 82079

**CIVIL ENGINEER:**  
**Winkelmann & Associates, Inc.**  
 CONSULTING CIVIL ENGINEERS & SURVEYORS  
 4750 HILLCREST PLAZA DR., SUITE 325 DALLAS, TEXAS 75230  
 Texas Engineers Registration No. 89 Texas Surveyors Registration No. 100866-00  
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**CONSULTANT:**

**DEVELOPER:**

 Orange Development Inc.  
 1200 Corporate Drive  
 Suite G-50  
 BIRMINGHAM, AL 35242  
 TEL: (205)408-3443  
 FAX: (205)408-1850

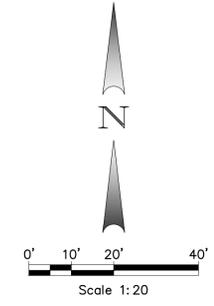
**SEAL:**

REVISIONS:

FILE NAME: 70936-LAN.dwg  
 JOB NUMBER: 70936  
 DATE: 10/07/14  
 TITLE: LANDSCAPE PLAN  
 SHEET NUMBER: L-1

COMMENTS: NOT FOR CONSTRUCTION

TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. SOD TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

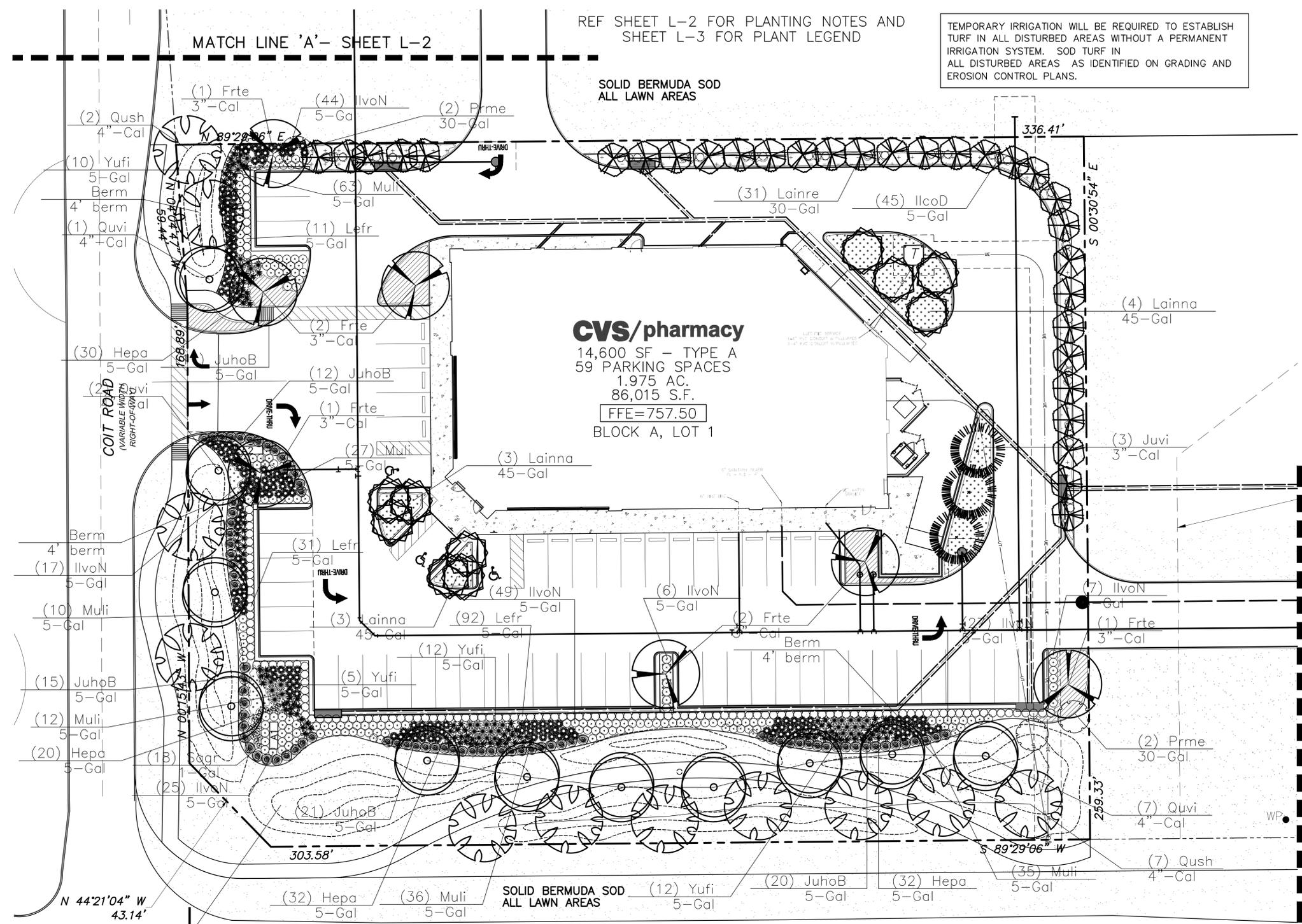


REF SHEET L-2 FOR PLANTING NOTES AND SHEET L-3 FOR PLANT LEGEND

SOLID BERMUDA SOD ALL LAWN AREAS

**CVS/pharmacy**  
 14,600 SF - TYPE A  
 59 PARKING SPACES  
 1.975 AC.  
 86,015 S.F.  
 FFE=757.50  
 BLOCK A, LOT 1

SOLID BERMUDA SOD ALL LAWN AREAS



MATCH LINE 'A' - SHEET L-2

MATCH LINE 'B' - SHEET L-2

U. S. HIGHWAY 380

**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 EXCAVATION SAFETY SYSTEM (TESS) 1-800-344-8377 TEXAS ONE CALL SYSTEMS 1-800-245-4545 LONE STAR NOTIFICATION CENTER 1-800-669-8344 EXT. 5

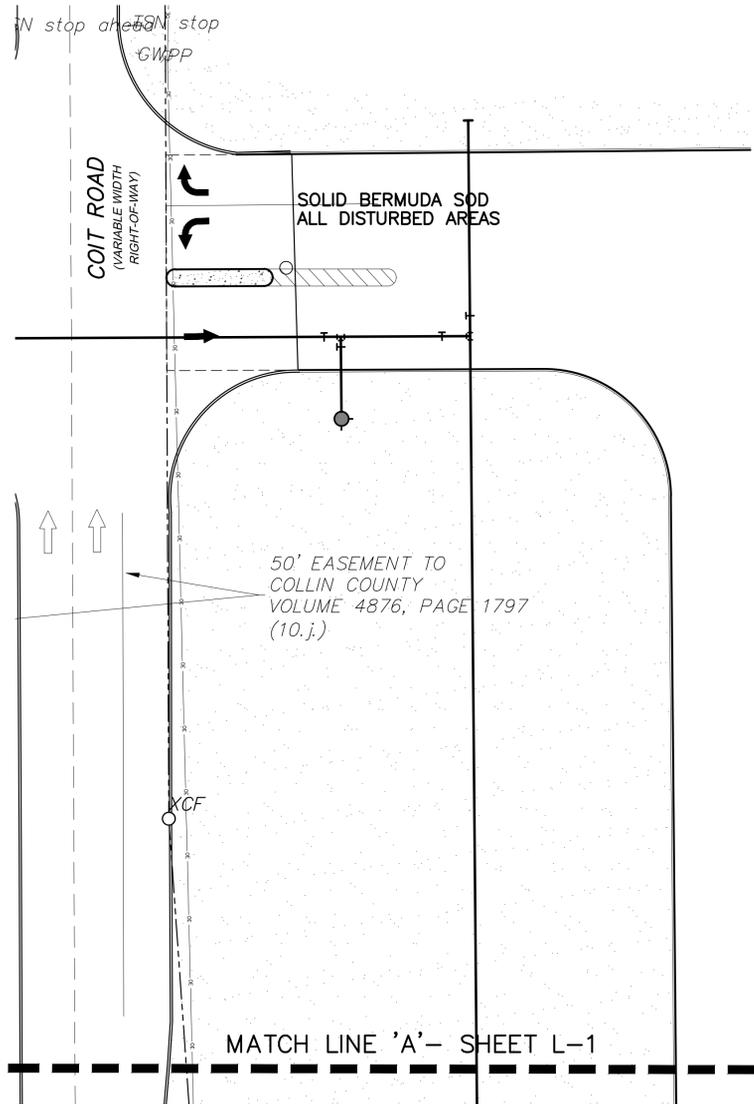


BEFORE YOU DIG...

**NOTE:**  
 NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.



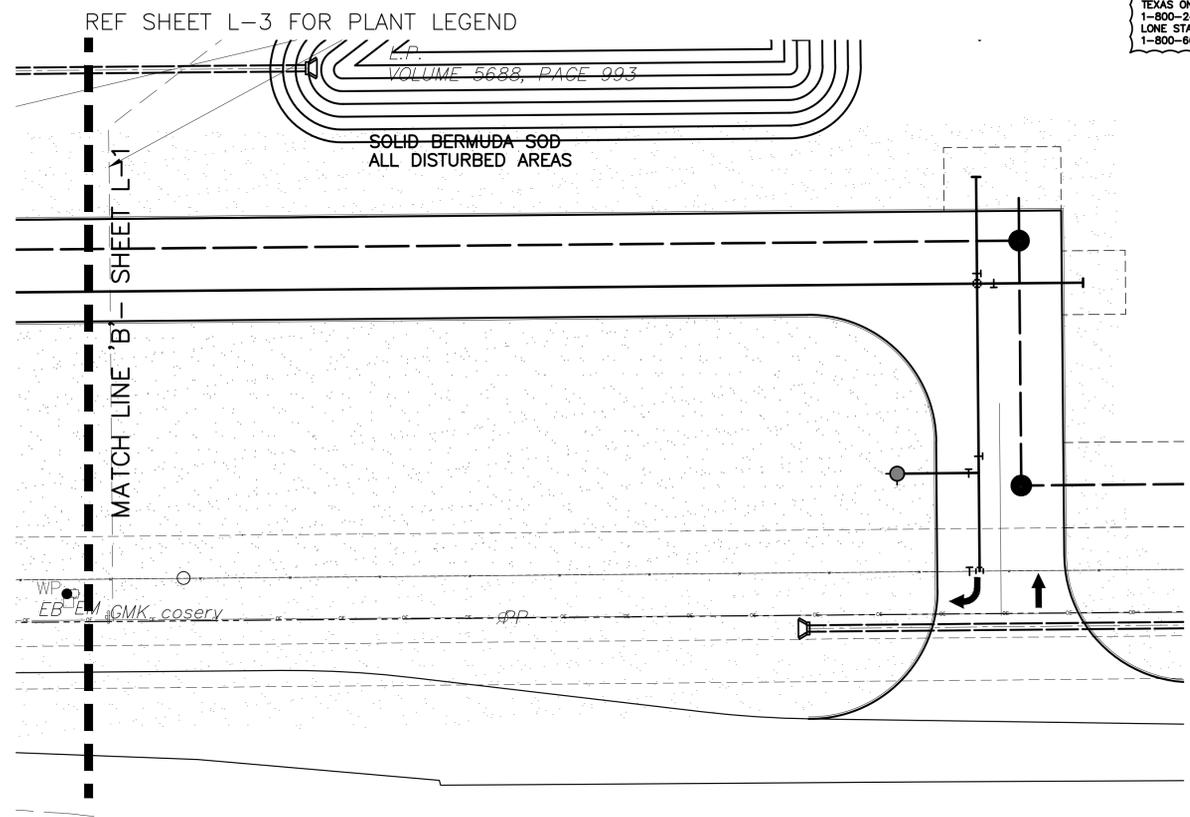
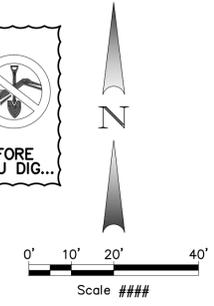
THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF JOHN R. FAIN, LANDSCAPE ARCHITECT REGISTRATION NUMBER 805 ON 09/15/15, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 310.03(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.



**NOTE:**  
NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.

TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. SOD TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

**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 EXCAVATION SAFETY SYSTEM (TESS) 1-800-344-8377  
TEXAS ONE CALL SYSTEMS 1-800-245-4545  
LONE STAR NOTIFICATION CENTER 1-800-669-8344 EXT. 5  
BEFORE YOU DIG...



(In the event of conflict between these notes and any other plan comments or specifications, Town of Prosper notes shall apply.)

**Landscape Notes**

- Plant material shall be measured and sized according to the latest edition of The Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
- All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
- Groundcovers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
- Trees must be planted four feet (4') or greater from curbs, sidewalks, utility lines, screening walls, and/or other structures. The Town has final approval for all tree placements.
- Tree pits shall have roughened sides and be two to three times wider than the root ball of the tree in order to facilitate healthy root growth.
- Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berming or provide alternative drainage.
- Trees shall not be planted deeper than the base of the trunk flare.
- The tree pit shall be backfilled with native topsoil free of rock and other debris.
- Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
- Trees shall not be watered to excess that result in soil saturation. If soil becomes saturated, the watering schedule shall be adjusted to allow for drainage and absorption of the excess water.
- A 3"-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1"-2" from the trunk of the tree.
- No person(s) or entity may use improper or malicious maintenance or pruning techniques which would likely lead to the death of the tree. Improper or malicious techniques include, but are not limited to, topping or other unsymmetrical trimming of trees, trimming trees with a backhoe, or use of fire or poison to cause the death of the tree.
- Topsoil shall be a minimum of 8" in depth in planting area. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
- All plant beds shall be top-dressed with a minimum of 3" of mulch.
- Trees overhanging walks and parking shall have a minimum clear trunk height of 7 feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of 14 feet.
- A visibility triangle must be provided at all intersections, where shrubs are not to exceed 30 inches in height, and trees shall have a minimum clear trunk height of 9 feet.
- Trees planted on a slope shall have the tree well at the average grade of the slope.
- No shrubs shall be permitted within areas less than 3 feet in width. All beds less than 3 feet in width shall be grass, groundcover, or some type of fixed paving.
- The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not be limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscape areas.
- All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed, shall be replaced with plant material of similar size and variety within 30 days, unless otherwise approved in writing by the Town of Prosper.
- Landscape and open areas shall be kept free of trash, litter, and weeds.
- An automatic irrigation system shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the Building Inspection Department is required for each irrigation system.
- No plant material shall be allowed to encroach on right-of-way, sidewalks, or easements to the extent that the vision of route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
- No planting areas shall exceed 3:1 slopes: 3' horizontal to 1' vertical.
- Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grade of the berm prior to acceptance.
- All walkways shall meet A.D.A. and T. A. S. requirements.
- Contact Town of Prosper Parks and Recreation Division at (972) 346-3502 for landscape inspection. Note that the installation must comply with approved landscape plans prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
- Final inspection and approval of screening walls, irrigation and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances, to be accessible, adjusted to grade, and to the Town of Prosper's Public Works Department standards.
- Prior to calling for a landscape inspection, contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.

CITY OF PROSPER LANDSCAPE REQUIREMENTS		
PERIMETER BUFFER	30' PERIMETER BUFFER ON HWY 380	REQUIRED / PROVIDED
	30'	30'
	15' PERIMETER BUFFER ON COLLECTOR STREETS	REQUIRED / PROVIDED
	15'	15'
	15' PERIMETER BUFFER ON ADJACENT RESIDENTIAL	REQUIRED / PROVIDED
	NA	NA
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	REQUIRED / PROVIDED
	5'	5'
PERIMETER BUFFER	1 TREE PER 30 LF AND 15 SHRUBS PER 30 LF	REQUIRED (ADJ UNIVERSITY/380) / PROVIDED
	333 / 30 = 12 TREES 333 / 30 X 15 = 167 SHRUBS	14 TREES 444 SHRUBS
	REQUIRED (ADJ COIT RD)	PROVIDED
	222 / 30 = 8 TREES 222 / 30 X 15 = 111 SHRUBS	9 TREES 296 SHRUBS
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	NA	NA
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	526 / 15 = 35 ORNAMENTALS 526 / 15 = 35 SHRUBS	35 ORNAMENTALS 35 SHRUBS
REQUIRED PARKING LOT LANDSCAPING	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	REQUIRED / PROVIDED
	60 SPACES X 15 = 900 SF	1,023 SF
REQUIRED PARKING LOT TREES	1 TREE PER TERMINUS OF EACH ROW	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	14,600 / 10,000 = 2 TREES	2 TREES

NOTE: PLAN MEETS TOTAL REQUIRED MINIMUM PLANTINGS. HOWEVER, SPACE LIMITATIONS REQUIRE SOME PLANTINGS TO BE MOVED ELSEWHERE ON THE SITE.

- PARKING LOT IS SCREENED FROM ROW WITH EVERGREEN HEDGE.
- PARKING LOT SPACES DO NOT EXCEED 15 WITHOUT LANDSCAPE ISLAND.
- SITE WILL BE IRRIGATED WITH AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM, DESIGNED AND INSTALLED BY A LICENSED TEXAS IRRIGATOR.
- SITE WILL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF PROSPER LANDSCAPE ORDINANCE, SECTION 2.4.

**EXHIBIT G-1**



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF JOHN R. FAIN, LANDSCAPE ARCHITECT REGISTRATION NUMBER 806 ON 09/15/15, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 3.103(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

**CVS pharmacy**  
SOUTHERN 14,600-RIGHT CHAMFER DRIVE-THRU  
STORE NUMBER: 10641  
NEC U.S. HWY 380 & COIT ROAD PROSPER, TEXAS  
PROJECT TYPE: NEW  
DEAL TYPE: FEE FOR SERVICE  
CS PROJECT NUMBER: 82079

**CIVIL ENGINEER:**  
**Winkelmann & Associates, Inc.**  
CONSULTING CIVIL ENGINEERS & SURVEYORS  
4750 HILLCREST PLAZA DR., SUITE 325 DALLAS, TEXAS 75230  
Texas Engineers Registration No. 89 Texas Surveyors Registration No. 100866-00  
COPYRIGHT © 2014, Winkelmann & Associates, Inc.

**CONSULTANT:**

**DEVELOPER:**  
**Orange Development Inc.**  
1200 Corporate Drive Suite G-50 BIRMINGHAM, AL 35242  
TEL: (205)408-3443 FAX: (205)408-1850

**SEAL:**

**REVISIONS:**

FILE NAME: 70936-LAN.dwg  
JOB NUMBER: 70936  
DATE: 10/07/14  
TITLE: LANDSCAPE PLAN

SHEET NUMBER: L-2

COMMENTS: NOT FOR CONSTRUCTION



SOUTHERN 14,600-RIGHT  
 CHAMFER DRIVE-THRU  
 STORE NUMBER: 10641  
 NEC U.S. HWY 380 & COIT ROAD  
 PROSPER, TEXAS  
 PROJECT TYPE: NEW  
 DEAL TYPE: FEE FOR SERVICE  
 CS PROJECT NUMBER: 82079

**CIVIL ENGINEER:**  
  
 CONSULTING CIVIL ENGINEERS ■ SURVEYORS  
 6750 HILLCREST PLAZA DR., SUITE 325 (972) 490-7090  
 DALLAS, TEXAS 75230 (972) 490-7099 FAX  
 Texas Engineers Registration No. 89  
 Texas Surveyors Registration No. 100966-00  
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**CONSULTANT:**

**DEVELOPER:**  
  
 Orange Development Inc.  
 1200 Corporate Drive  
 Suite G-50  
 BIRMINGHAM, AL 35242  
 TEL: (205)408-3443  
 FAX: (205)408-1850

**SEAL:**

**REVISIONS:**

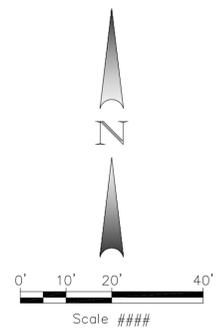
FILE NAME: 70936-LAN.dwg  
 JOB NUMBER: 70936

DATE: 06/02/14

TITLE: **OPEN SPACE PLAN**

SHEET NUMBER: **OS-1**

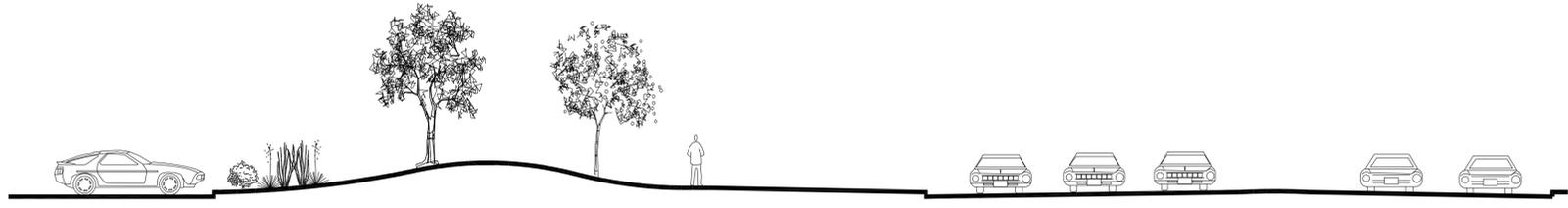
COMMENTS: NOT FOR CONSTRUCTION



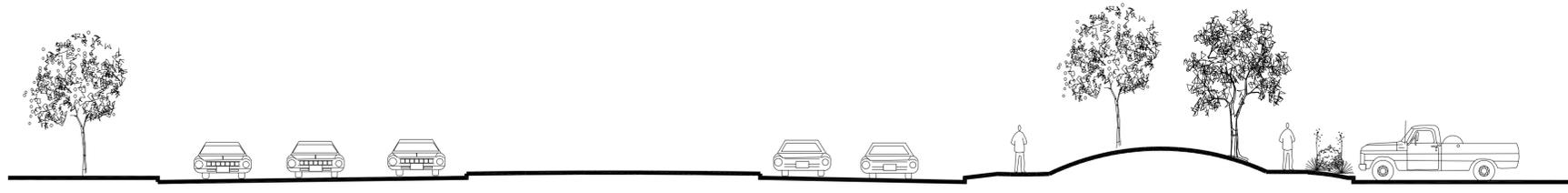
**CAUTION!!!**  
 UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.  
 TEXAS EXCAVATION SAFETY SYSTEM (TESS)  
 1-800-344-8377  
 TEXAS ONE CALL SYSTEMS  
 1-800-245-4545  
 LONE STAR NOTIFICATION CENTER  
 1-800-669-8344 EXT. 5



**BEFORE YOU DIG...**



SECTION A-A



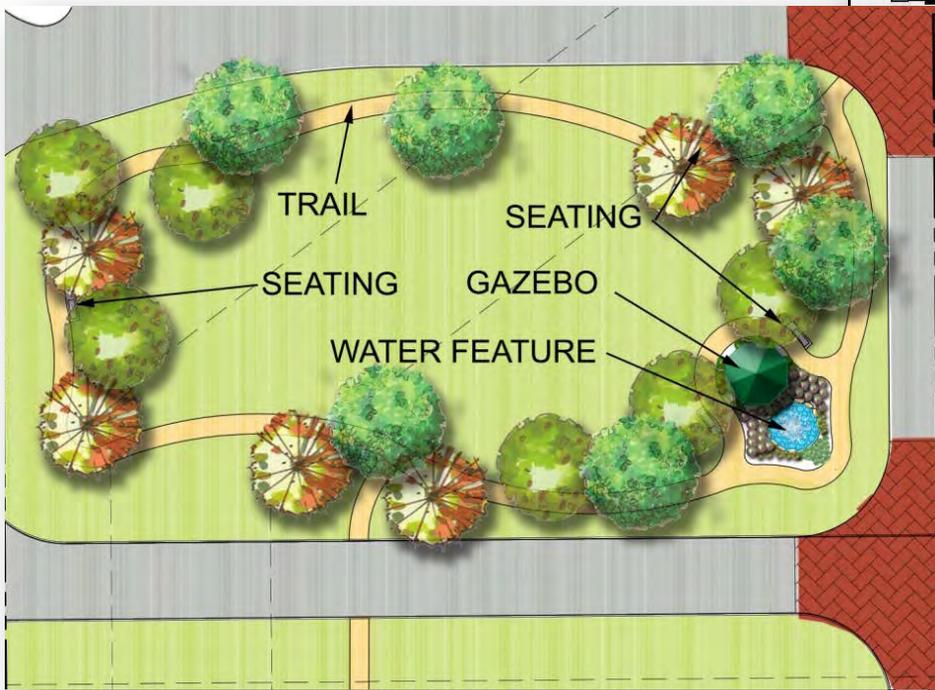
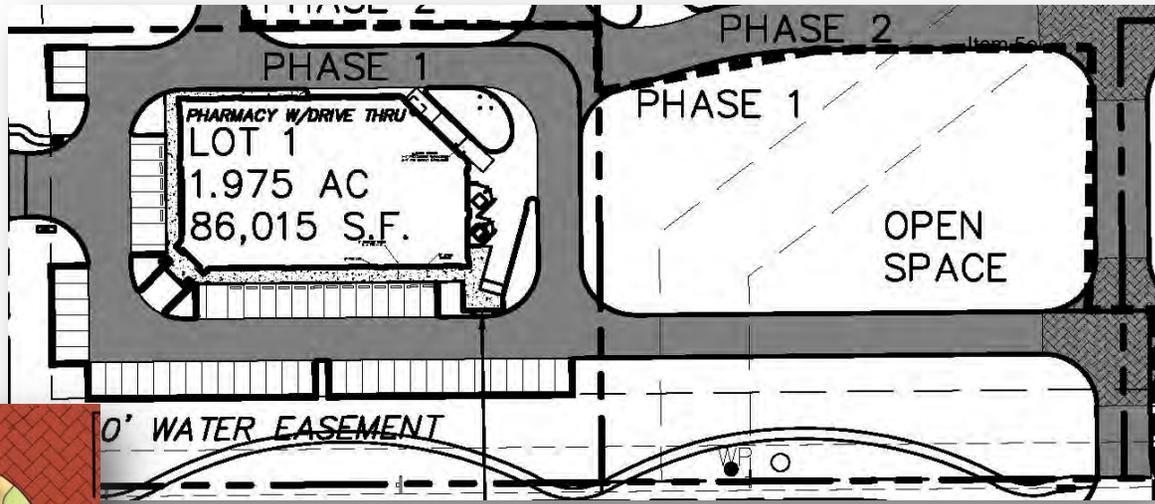
SECTION B-B

**EXHIBIT G-2**



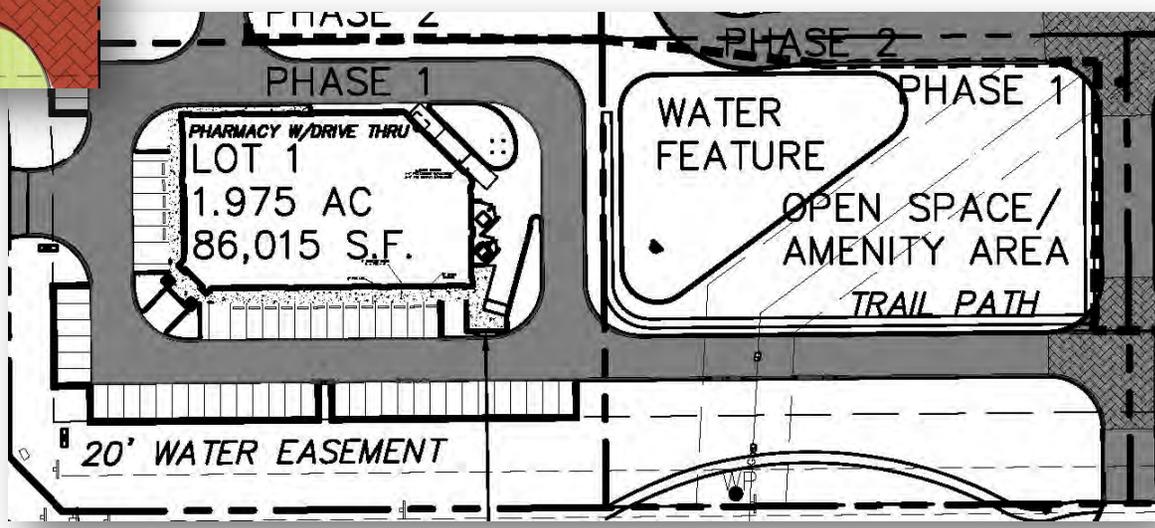
THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF JOHN R. FAIN, LANDSCAPE ARCHITECT REGISTRATION NUMBER 805 ON 06/02/15, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING, PURSUANT TO RULE 3.103(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

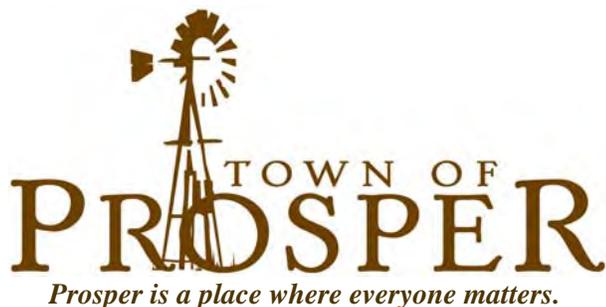
Original Exhibit D did not include amenities on the Open Space lot.



Open Space lot exhibit (Exhibit G-3) removed by applicant from proposed PD. Amenities added to revised Exhibit D (below).

Revised Exhibit D includes amenities on the Open Space lot.





## TOWN COUNCIL

**To: Mayor and Town Council**

**From: Terrence S. Welch, Town Attorney**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 13, 2015**

---

**Agenda Item:**

Consider and act upon an ordinance amending Article 1.10, “Code of Ethics,” of Chapter 1, “General Provisions,” of the Town’s Code of Ordinances by repealing the existing Code of Ethics and replacing it with a new Code of Ethics.

**Description of Agenda Item:**

In 2008, the Town Council adopted Ordinance No. 08-036 which enacted a code of ethics for the Town. While many provisions of the code of ethics are consistent with codes of ethics of other area communities, there are several unique provisions that are uncommon to most codes of ethics and practically speaking, may be difficult to enforce and/or address. For example, the current ethics review process, contained in Section 1.10.008, provides that any ethics complaint that may be filed shall result in an investigation conducted by a third party attorney selected by the Town Attorney; however, (i) the third party attorney is subject to Town Council approval; (ii) there are no criteria for the Town Council to consider in approving (or rejecting) the third party attorney; (iii) there are no criteria or processes addressed in the event the Town Council rejects the second attorney selected by the Town Attorney; (iv) there is no provision for any review if the Town Attorney is accused of an ethics violation; and (v) the third party attorney is required to review the ethics charge(s) submitted and determine whether the facts alleged, if true, “would at face value constitute a violation” of the code of ethics; however, if that occurs, then the third party attorney must undertake an investigation and if a violation of the code of ethics is found by the third party attorney, the Town Council must then take action (including a fine, disciplinary action or other related action). This is a cumbersome process, by ordinance requires the Town to expend legal fees for outside legal counsel, even in the event there is little or no substance to the alleged ethics ordinance violation, and in the event of an ethical violation, may ultimately require the Town Council to take action against one of its members.

The revised code of ethics, in Section 1.10.006, provides a streamlined investigation process that does not involve the Town Council as the ultimate decision-maker. Further, that section provides that any violation of the code of ethics could be prosecuted in municipal court—specifically, any “Town officer, official or employee, including all members of Town-appointed boards, commissions and committees, knowingly violating any provision of this code of ethics shall be guilty of a misdemeanor.” This process is fair, removes any potential claims of partiality by allowing a judge or jury to make the determination whether there in fact has been an ethics

violation, and also allows the Town Council to take other appropriate action to discipline its members in the event the court determines that an ethical violation occurred.

Additionally, one issue that arises often for Planning and Zoning Commission members and Town Council members is whether they may vote when a zoning application, for example, impacts property within 200 feet of the member's residence. State law is less than clear on this topic as are attorney general opinions on point. Consequently, in an effort to provide ethical clarity, the draft ordinance provides that P&Z or Town Council members may not vote on a zoning or comprehensive plan amendment if they have any interest in any property within 200 feet of the property which is the subject matter of the amendment.

The proposed ethics ordinance does clearly address what may, or may not, be an ethical violation. Section 1.10.003 of the proposed ordinance provides that no person subject to the ethics ordinance shall:

- (1) Accept any gift or economic benefit of more than \$50.00 in value from any person or entity which gift or economic benefit might reasonably tend to influence such officer, official or employee in the discharge of official duties, or grant in the discharge of official duties any improper gift, economic benefit, service or thing of value; however, the provisions of this subsection shall not apply to any political contribution made pursuant to the Texas Election Code;
- (2) Use his or her official position to solicit or secure special privileges or exemptions for himself/herself or others;
- (3) Directly or indirectly disclose or use any information gained solely by reason of his or her official position for his or her own personal gain or economic benefit or for the private interest of others;
- (4) Transact any business on behalf of the Town in his or her official capacity with any business entity of which he or she is an officer, agent or member or in which he or she owns a substantial interest. If such a circumstance should arise, then in the case of an officer or official, he or she shall make known such interest and abstain from voting on the matter, or in the case of an employee, he or she shall turn the matter over to the employee's supervisor for reassignment, state the reasons for doing so and have nothing further to do with the matter involved;
- (5) Engage in any outside activities which will conflict with his or her assigned duties in the Town, or which his or her employment with the Town will give him or her an advantage over others engaged in a similar business, vocation or activity;
- (6) Engage in outside activities incompatible with the full and proper discharge of his or her duties and responsibilities with the Town, or which might impair his or her independent judgment in the performance of his or her public duties;
- (7) Receive any fee or compensation for his or her services as an officer, official or employee of the Town from any source other than the Town, except as may otherwise be provided by law. This shall not prohibit an officer, official or employee from performing the same or other services that he or she performs for the Town for a private organization if there is no conflict with his or her Town duties and responsibilities;

- (8) Represent, directly or indirectly, or appear on behalf of the private interests of others before any agency, board, commission, authority or committee of the Town, or accept any retainer or compensation that is contingent upon a specific action being taken by the Town or any of its agencies, boards, commissions, authorities or committees, unless such officer, official or employee of the Town has made full disclosure of such representation, retainer or compensation. For purposes of this section, the term “full disclosure” shall mean:
- (a) The filing of an affidavit with the Town Secretary describing such representation, retainer or compensation;
  - (b) Disclosure, either orally or in writing, to the other members of the Town agency, board, commission, authority or committee;
  - (c) Refraining from any other discussion of the matter with other members of the Town agency, board, commission, authority or committee; and
  - (d) Refraining from voting on or participating in the consideration of such matter by the Town agency, board, commission, authority or committee.
- (9) Knowingly perform or refuse to perform any act in order to deliberately hinder the execution and implementation of any Town ordinances, rules or regulations, including the Town Charter;
- (10) Have a substantial interest in any contract with the Town or a substantial interest in the sale of the Town of any land, rights or interest in any land, materials, supplies or service;
- (11) Participate in a vote or decision on any matter in which the officer or official has a substantial interest or in which a relative of the officer or official has a substantial interest;
- (12) Grant any special consideration, treatment or advantage to any individual, business organization or group beyond that which is normally available to every other individual, business organization or group. This shall not prevent the granting of fringe benefits to Town employees as an element of their employment or as an added incentive to the securing or retention of employees;
- (13) Knowingly disclose information deemed confidential by law; or
- (14) Participate in any vote or decision relative to any amendment to the Town’s comprehensive plan or any change in the zoning classification of property if the officer, official, employee or a relative of the officer, official or employee has any interest in any property within 200 feet of the property which is the subject of the amendment to the Town’s comprehensive plan or on which the change in zoning classification is proposed. Further, any officer, official or employee who has any such interest in property shall be legally disqualified from participating in any vote or decision relative to the comprehensive plan amendment or change in zoning classification.

While there will always be questions whether specific actions are, or may be, an ethics violation, the proposed ordinance provides less complicated definitions, fully consistent with state law and best municipal practices.

**Budget Impact:**

There are no significant budget implications associated with the approval of the ordinance.

**Legal Obligations and Review:**

Town Attorney Terrence Welch of Brown & Hofmeister, L.L.P., has drafted the Ordinance.

**Attached Documents:**

1. The proposed ordinance.
2. The existing ordinance.

**Town Staff Recommendation:**

Town staff recommends the Town Council adopt an ordinance amending Article 1.10, "Code of Ethics," of Chapter 1, "General Provisions," of the Town's Code of Ordinances by repealing the existing Code of Ethics and replacing it with a new Code of Ethics.

**Proposed Motion:**

I move to approve an ordinance amending Article 1.10, "Code of Ethics," of Chapter 1, "General Provisions," of the Town's Code of Ordinances by repealing existing Article 1.10 and replacing it with a new Article 1.10, "Code of Ethics."

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 15-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ARTICLE 1.10, "CODE OF ETHICS," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY REPEALING EXISTING ARTICLE 1.10, "CODE OF ETHICS," AND REPLACING IT WITH A NEW ARTICLE 1.10, "CODE OF ETHICS"; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town of Prosper, Texas ("Town"), on or about March 25, 2008, enacted Ordinance No. 08-036, which ordinance was subsequently codified in the Prosper Code of Ordinances as Article 1.10 of Chapter 1, and was entitled the "Code of Ethics"; and

**WHEREAS**, through its Code of Ethics, the Town Council determined that it was in the best interest of the Town to require all public officials, officers and employees of the Town, and all members of Town-appointed boards, commissions and committees, to be independent, impartial and responsible only to the people of the Town; and

**WHEREAS**, the Town Council, through its Code of Ethics, determined that no Town officer, official or employee, including all members of boards, commissions and committees, should have any interest, direct or indirect, nor engage in any business transaction or professional activity, nor incur any obligation of any nature, which is in conflict with the proper discharge of his or her duties in the public interest; and

**WHEREAS**, the Town Council, through its Code of Ethics, determined that it is in the best interest and welfare of the Town to preserve the integrity and nonpartisan nature of Town government by adopting the Code of Ethics; and

**WHEREAS**, the Town Council has determined that the Code of Ethics should be revised to provide an ethics review process involving the Town's municipal court and an impartial judge and/or jury to make any determination whether there has been a violation of the Code of Ethics, and by doing so, has eliminated any concern about impartiality in the decision-making process, as well as address recent legislative changes about acceptance of gifts by public servants from vendors.

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

**SECTION 1**

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

## SECTION 2

Existing Article 1.10, Code of Ethics,” of Chapter 1, “General Provisions,” of the Prosper Code of Ordinances is hereby repealed in its entirety and replaced with a new Article 1.10, “Code of Ethics,” to read as follows:

### **“ARTICLE 1.10      CODE OF ETHICS**

#### **Sec. 1.10.001      Policy and purpose**

(a) It is hereby declared to be the policy of the Town that the proper operation of democratic government requires that:

- (1) Town officers, officials and employees, including all members of Town-appointed boards, commissions and committees, be independent, impartial and responsible only to the people of the Town;
- (2) Governmental decisions and policies be made using the proper procedures of the governmental structure;
- (3) No Town officer, official or employee, including all members of Town-appointed boards, commissions and committees, have any interest nor engage in any business transaction or professional activity nor incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest;
- (4) Public office not be used for personal gain; and
- (5) Town officers, officials and employees fully comply with any federal and state statutes, laws and regulations, as amended, concerning conflicts of interest.

(b) In furtherance of this policy, the Town Council has hereby determined that it is advisable to enact this Code of Ethics for all Town officers, officials and employees, whether elected or appointed, advisory or administrative, including all members of Town-appointed boards, commissions and committees, to serve not only as a guide for official conduct of the Town’s elected and appointed public servants, but also as a basis for discipline for those who refuse to abide by its terms and provisions.

#### **Sec. 1.10.002      Definitions**

For the purposes of this Article, the following words and phrases, when used in this Article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

*Compensation.* Any economic benefit received in return for services, property or investment.

*Discretionary authority.* The power to exercise any judgment in a decision or action.

*Economic benefit.* Economic benefit refers to any money, real or personal property, purchase, sale, lease, contract, option, credit, loan, discount, service or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

*Employee.* Any person employed by the Town, including those individuals employed on a part-time or seasonal basis, but such term shall not be extended to apply to any independent contractor.

*Entity.* A sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.

*Gift.* Gift means a favor, hospitality or economic benefit, other than compensation.

*Non-Town board, committee or commission.* A board, committee, commission or other governing or advisory body or panel of an organization, business entity or governmental entity that is not a Town-appointed board, committee or commission. Examples include, but are not limited to, serving on the board of directors (or similarly-situated governing or advisory body or panel) of a water district, municipal management district, hospital district, regional council of government organization or appraisal district.

*Officer or official.* Any member of the Town Council and any Town-appointive member of a board, commission, authority or committee set up by ordinance, Town Charter, state law, or otherwise on a temporary or permanent basis, including all members of a board, commission, authority or committee which functions only in an advisory or study capacity and which has no discretionary, governmental, quasi-judicial or administrative authority. For purposes of this Article, the Town Manager, the Town Secretary, the Town Attorney and any Municipal Judge(s) shall be considered Town Officials.

*Relative.* A relative means any person related to an officer, official or employee within the first degree by consanguinity or affinity and shall include a spouse, father, mother, son, daughter, brother or sister.

*Substantial interest.* An interest in another person or an entity if:

- (1) The interest is ownership of ten percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity;
- (2) Funds received by the person from the other person or entity either during the previous 12 months or the previous calendar year equaled or exceeded \$5,000.00 in salary, bonuses, commissions or professional fees or \$20,000.00 in payment for goods, products or non-professional services, or ten percent of the person's gross income during that period, whichever is less;
- (3) The person serves as a corporate officer or member of the board of directors or other governing board of the for-profit entity, other than a corporate entity owned or created by the Town council; or

- (4) The person is a creditor, debtor or guarantor of the other person or entity in an amount of \$5,000.00 or more.

*Substantial interest in partnerships, professional corporations and other business entities.* If a Town officer, official or employee is a member of a partnership or professional corporation, or conducts business through another entity, a substantial interest of the partnership, professional corporation or business entity shall be deemed to be a substantial interest of the Town officer, official or employee if:

- (1) The partnership or professional corporation has fewer than 20 partners or shareholders;
- (2) Regardless of the number of partners or shareholders, the officer, official or employee has an equity interest, share of draw equal to or greater than five percent of the capital or revenues of the partnership, professional corporation or other entity; or
- (3) With regard to the partnership, professional corporation or other entity's substantial interest in a particular client, the officer, official or employee has personally acted within the preceding 24 months in a professional or fiduciary capacity for that client.

*Substantial interest in real property.* An interest in real property which is an equitable or legal ownership with a fair market value of \$2,500.00 or more.

### **Sec. 1.10.003 Unethical activity**

No officer, official or employee of the Town, including all members of Town-appointed boards, commissions and committees, shall:

- (1) Accept any gift or economic benefit of more than \$50.00 in value from any person or entity which gift or economic benefit might reasonably tend to influence such officer, official or employee in the discharge of official duties, or grant in the discharge of official duties any improper gift, economic benefit, service or thing of value; however, the provisions of this subsection shall not apply to any political contribution made pursuant to the Texas Election Code;
- (2) Use his or her official position to solicit or secure special privileges or exemptions for himself/herself or others;
- (3) Directly or indirectly disclose or use any information gained solely by reason of his or her official position for his or her own personal gain or economic benefit or for the private interest of others;
- (4) Transact any business on behalf of the Town in his or her official capacity with any business entity of which he or she is an officer, agent or member or in which he or she owns a substantial interest. If such a circumstance should arise, then

in the case of an officer or official, he or she shall make known such interest and abstain from voting on the matter, or in the case of an employee, he or she shall turn the matter over to the employee's supervisor for reassignment, state the reasons for doing so and have nothing further to do with the matter involved;

- (5) Engage in any outside activities which will conflict with his or her assigned duties in the Town, or which his or her employment with the Town will give him or her an advantage over others engaged in a similar business, vocation or activity;
- (6) Engage in outside activities incompatible with the full and proper discharge of his or her duties and responsibilities with the Town, or which might impair his or her independent judgment in the performance of his or her public duties;
- (7) Receive any fee or compensation for his or her services as an officer, official or employee of the Town from any source other than the Town, except as may otherwise be provided by law. This shall not prohibit an officer, official or employee from performing the same or other services that he or she performs for the Town for a private organization if there is no conflict with his or her Town duties and responsibilities;
- (8) Represent, directly or indirectly, or appear on behalf of the private interests of others before any agency, board, commission, authority or committee of the Town, or accept any retainer or compensation that is contingent upon a specific action being taken by the Town or any of its agencies, boards, commissions, authorities or committees, unless such officer, official or employee of the Town has made full disclosure of such representation, retainer or compensation. For purposes of this section, the term "full disclosure" shall mean:
  - (a) The filing of an affidavit with the Town Secretary describing such representation, retainer or compensation;
  - (b) Disclosure, either orally or in writing, to the other members of the Town agency, board, commission, authority or committee;
  - (c) Refraining from any other discussion of the matter with other members of the Town agency, board, commission, authority or committee; and
  - (d) Refraining from voting on or participating in the consideration of such matter by the Town agency, board, commission, authority or committee.
- (9) Knowingly perform or refuse to perform any act in order to deliberately hinder the execution and implementation of any Town ordinances, rules or regulations, including the Town Charter;
- (10) Have a substantial interest in any contract with the Town or a substantial interest in the sale of the Town of any land, rights or interest in any land, materials, supplies or service;

- (11) Participate in a vote or decision on any matter in which the officer or official has a substantial interest or in which a relative of the officer or official has a substantial interest;
- (12) Grant any special consideration, treatment or advantage to any individual, business organization or group beyond that which is normally available to every other individual, business organization or group. This shall not prevent the granting of fringe benefits to Town employees as an element of their employment or as an added incentive to the securing or retention of employees;
- (13) Knowingly disclose information deemed confidential by law; or
- (14) Participate in any vote or decision relative to any amendment to the Town's comprehensive plan or any change in the zoning classification of property if the officer, official, employee or a relative of the officer, official or employee has any interest in any property within 200 feet of the property which is the subject of the amendment to the Town's comprehensive plan or on which the change in zoning classification is proposed. Further, any officer, official or employee who has any such interest in property shall be legally disqualified from participating in any vote or decision relative to the comprehensive plan amendment or change in zoning classification.

**Sec. 1.10.004 Disclosure of interest**

Any officer, official or employee of the Town, including all members of Town-appointed boards, commissions and committees, who has a prohibited or substantial interest in any matter pending before the Town shall disclose such interest to other members of the Town council, committee, commission or board of which he or she is a member, and shall refrain from further discussion of the matter; shall not be physically present when the subject is discussed in open or executive session; and shall not vote on or participate further in any such matter.

**Sec. 1.10.005 Service on non-Town board, committee or commission allowed**

Any officer, official or employee of the Town, including all members of Town-appointed boards, commissions and committees, may serve on a non-Town board, committee or commission, unless otherwise prohibited by law, and such service shall not be considered a violation of this Code of Ethics.

**Sec. 1.10.006 Penalty**

- (a) Any Town officer, official or employee, including all members of Town-appointed boards, commissions and committees, knowingly violating any provision of this code of ethics shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1.01.009 of the Code of Ordinances.
- (b) The penalty prescribed herein shall not limit the power of the Town Council to discipline its members pursuant to applicable provisions of the Town Charter, this Article, state statutes or other laws defining and prohibiting conflicts of interest.

(c) The penalty prescribed herein shall not limit the power of the Town Manager to discipline those employees under the Town Manager's supervision pursuant to applicable provisions of the Town Charter, this Article, the adopted personnel policies of the Town, state statutes or other laws defining and prohibiting conflicts of interest.

**Sec. 1.10.007 Adoption of state statute**

Chapter 171 of the Texas Local Government Code, as amended, relative to conflicts of interest of officers of municipalities in the State of Texas, is hereby adopted and made a part of this Code of Ethics for all purposes, with the proviso that in case of a conflict between the provisions of this Code of Ethics and Chapter 171 of the Texas Local Government Code, the more restrictive provision shall govern.

**Sec. 1.10.008 Cumulative legal effect**

In its legal effect, this Article is cumulative of all provisions of the Town Charter, the Code of Ordinances or federal and state statutes, laws or regulations defining and prohibiting conflicts of interest.

**Secs. 1.10.009—1.10.020 Reserved"**

**SECTION 3**

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 repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

**SECTION 4**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of 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.

**SECTION 5**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

**SECTION 6**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13TH DAY OF OCTOBER, 2015.**

**APPROVED:**

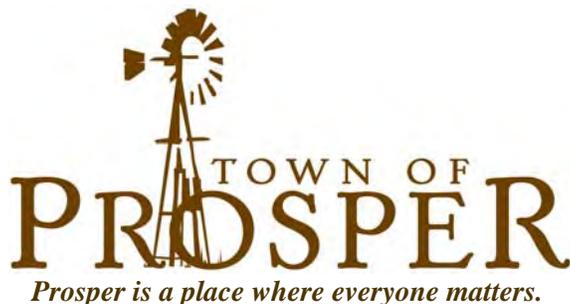
\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



## ENGINEERING

**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 13, 2015**

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between the Town of Prosper, Texas, and Alan Plummer Associates, Inc., related to the BNSF Pressure Reducing Valve project.

**Description of Agenda Item:**

The 2011 Water System Capital Improvement Plan identifies three locations for pressure reducing valves (PRV's) on major water lines near crossings of the BNSF Railroad. These PRV's reduce the pressure in the water system as it travels from the upper pressure plane east of the railroad to the lower pressure plane west of the railroad. Currently, one PRV exists on a 24-inch water line adjacent to US 380 at the BNSF Railroad. This project will install a second PRV on an existing 12-inch water line adjacent to Prosper Trail at the BNSF Railroad. A third PRV will be installed adjacent to First Street at the BNSF Railroad when water lines are reconstructed in that area as part of a future project.

Town staff has negotiated a professional engineering services agreement with Alan Plummer Associates, Inc. (APAI), to perform design services for this project. The scope of these services include topographic survey and geotechnical investigation, structural design of an underground vault, design of water pipeline modifications, and design of the PRV assembly. APAI has submitted a proposal in the amount of \$35,500 for the engineering design services associated with this agreement.

A list of qualified firms to provide professional engineering and related services to the Town of Prosper was approved by the Town Council on March 25, 2014. APAI was included on that list for Water/Sewer design. This will be APAI's first project for the Town of Prosper. They have completed projects for other municipalities and utility districts in the DFW region, including the City of Fort Worth and the Trinity River Authority.

**Budget Impact:**

Funding for the agreement, in the amount of \$35,500, is available from issued Certificates of Obligation. The total budget for this project is \$582,200 for engineering and construction services.

**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:**

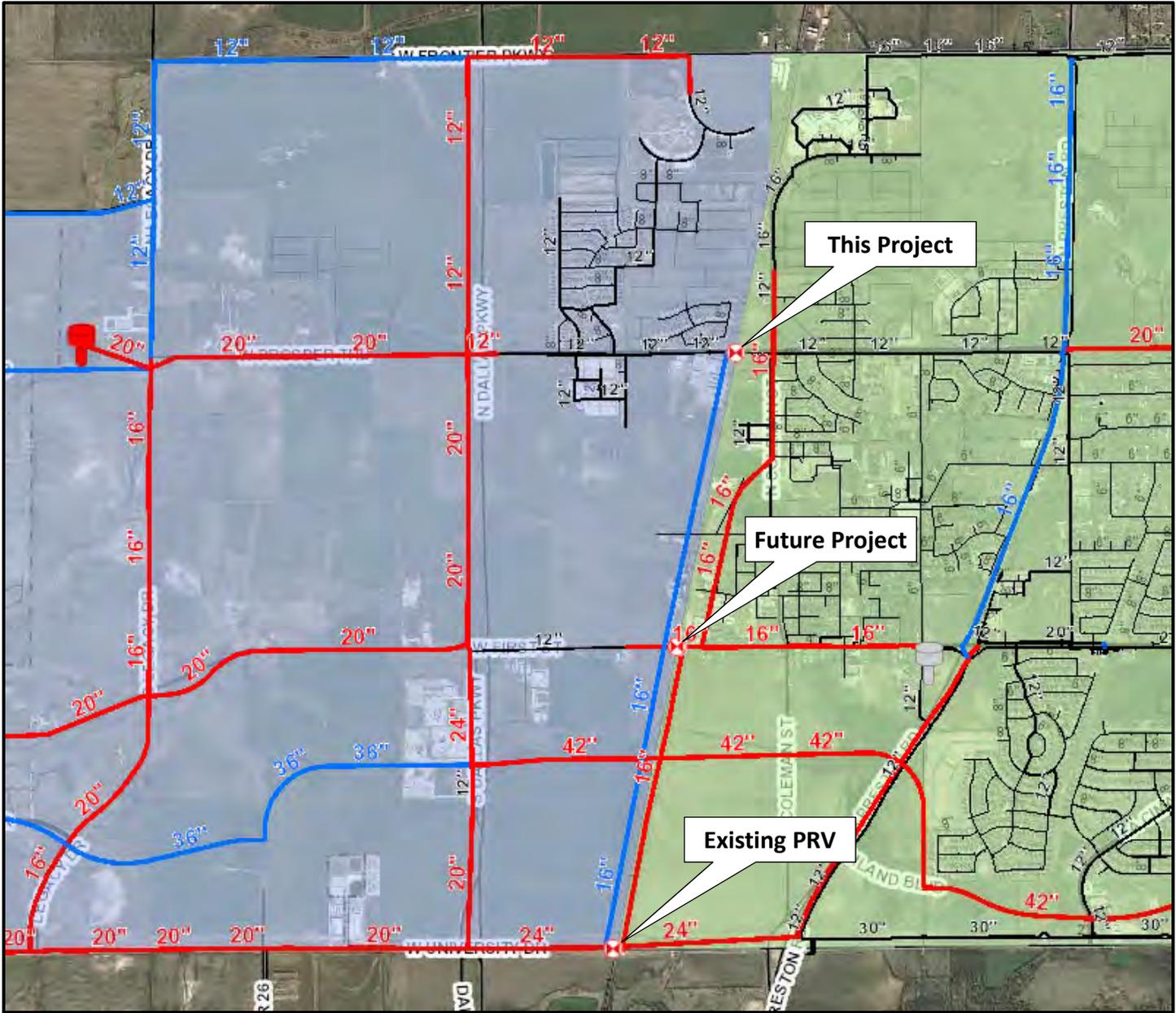
Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between the Town of Prosper, Texas, and Alan Plummer Associates, Inc., related to the BNSF Pressure Reducing Valve project.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between the Town of Prosper, Texas, and Alan Plummer Associates, Inc., related to the BNSF Pressure Reducing Valve project.



### BNSF Railroad Pressure Reducing Valve



**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ALAN PLUMMER ASSOCIATES, INC.  
FOR THE BNSF PRESSURE REDUCING VALVE PROJECT (1508-WA)**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Alan Plummer 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 the **BNSF Pressure Reducing Valve (PRV) Project (1508-WA)**, hereinafter called "Project";

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

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

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

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

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Thirty-Five Thousand Five Hundred Dollars (\$35,500)** 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 as 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:

Alan Plummer Associates, Inc.	Town of Prosper
Clete Martin	Harlan Jefferson
Principal	Town Manager
1320 S. University Dr., Suite 300	121 W. Broadway
Fort Worth, TX 76107	PO Box 307
	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 \_\_\_\_\_, 20\_\_\_\_.

**ALAN PLUMMER ASSOCIATES, INC.**

**TOWN OF PROSPER, TEXAS**

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

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

Ross Standifer, PE  
Printed Name

Harlan Jefferson  
Printed Name

Senior Project Manager  
Title

Town Manager  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ALAN PLUMMER ASSOCIATES, INC.  
FOR THE BNSF PRESSURE REDUCING VALVE PROJECT (1508-WA)**

**I. PROJECT DESCRIPTION**

This Project consists of the following:

The TOWN requests and authorizes Consultant to perform BASIC ENGINEERING SERVICES to include Investigation and Analysis, Preliminary Design, Detailed Design, Bid Phase, and Construction Phase Services for the Project. This project which includes professional services associated with the addition of one (1) pressure reducing valve to the Town's water distribution system will be performed in a single phase, as follows.

Analysis of pressure reducing valve location was undertaken by the TOWN as part of previous master planning efforts by others. This project consists of general engineering consulting services required to investigate and design of improvements. Major activities include:

- Data collection.
- Preliminary equipment sizing, selection of acceptable manufacturers and development of standard vault configuration.
- Development of one (1) preliminary design area plan and a pressure reducing valve specification reflecting approximately 30% design completion.
- Development of 80% quality control plans for the recommended improvements.
- Development of 80% quality control specifications for the recommended improvements.
- Preparation of construction contract documents (100% final plans and specifications) for the recommended improvements to fully describe the intended work and convey the intent of the design.
- Calculation and presentation of an Opinion of Probable Construction Cost (OPCC) based upon the preliminary design plans, 80% quality control plan review set submitted and the final contract documents.

Bid and Construction Phase Services will consist of general engineering consulting services required to bid and construct the recommended improvements. Construction of all project components shall be bid in a single package. Major component services include: pre-bid meeting, bid opening assistance and construction administration services. One (1) location, adjacent to the west side of the railroad road right-of-way south of West Prosper Trail pavement, have been identified by prior planning efforts.

## **II. TASK SUMMARY**

### **Task 1 – Preliminary Design and Kickoff Meeting**

CONSULTANT shall prepare for and participate in a Project kick-off meeting for the Pressure Reducing Valve (PRV) Vault. At the kick-off meeting CONSULTANT shall confirm with the TOWN the scope of work, deliverables, schedule and administrative protocols.

- a. CONSULTANT shall prepare and present at the kickoff meeting the following:
  1. CONSULTANT will present an overview of work to be completed.
  2. Draft Project Management Plan including critical success factors.
  3. Project schedule.
  4. Preliminary design deliverables identified below.
- b. CONSULTANT shall prepare and distribute draft meeting notes for review within 5 – 7 business days of the kickoff meeting. After receipt of comments, the meeting notes shall be finalized and distributed to the team for record purposes.
- c. The TOWN shall provide modeled pressures and flows and all available record drawings of the existing waterlines at or prior to the kickoff meeting.
- d. The CONSULTANT will collect and review data as follows, via upload or courier:
  - d. The TOWN shall provide any of the following data that are available from existing records or prior improvement projects and studies:
    - a) Available GIS data depicting waterlines, contour maps and Lidar data in the area of each planned valve location.
    - b) Available design criteria and TOWN materials/equipment preferences.
- e. The TOWN will provide field marking of TOWN water lines in the area of each valve location including uncovering the water line at two points on each line in preparation for survey.
- f. The CONSULTANT shall review the available information and make prudent planning assumptions as necessary to develop a preliminary design of improvements prior to the kickoff meeting to include:
  1. The CONSULTANT shall recommend selection of a standardized pressure reducing valve and vault configuration.
  2. Recommend a valve type and manufacturer.
  3. Develop a Conceptual opinion of Probable Construction Cost (OPCC). The OPCC shall be provided to allow the TOWN to plan for the required capital expenditure and shall contain allowances and appropriate contingency amounts due to unknown components of the design.
- g. The CONSULTANT shall meet with the TOWN and present the recommended preliminary design and preliminary (30%) OPCC at the Kickoff meeting.
- h. The analysis of additional site options or development of additional plan sheets not defined above if requested by the TOWN shall be provided as an Additional Service.
- d. Kickoff Meeting Deliverables:
  - Draft and Final Meeting Notes
  - Baseline Evaluation Schedule

- Project Management Plan
- Preliminary Vault detail, Area plans and Conceptual OPCC

### **Task 2 –80% Progress Meeting**

Progress Meeting - CONSULTANT shall coordinate, prepare for, and conduct one progress meeting to review the 80% submittal with the TOWN and the CONSULTANT. Meetings shall take place at the TOWN's office in Prosper, Texas.

- a. CONSULTANT shall prepare an agenda for the meetings.
- b. CONSULTANT shall moderate the meetings.
- c. CONSULTANT shall prepare and distribute draft meeting notes for review within 5 business days of the progress meeting. After receipt of comments, the meeting notes shall be finalized and distributed to the TOWN for record purposes.
- d. The budgeted 80% progress meeting is in addition to the kickoff meeting and shall occur approximately 30 to 45 calendar days apart.
- e. Progress Meeting Deliverables:
  - Draft and Final Meeting Notes

### **Task 3 – Project Management**

Provide project management for the activities below. Project management shall include, but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the TOWN on a regular basis.

- a. CONSULTANT shall coordinate design efforts on project tasks identified below.
- b. CONSULTANT shall prepare a common monthly invoice for all services.
- c. Project Management Deliverables
  - Monthly Invoices

### **Task 4 – Detailed Design Plans**

The CONSULTANT shall develop the final plans as follows:

- a. Develop standardized area plan (layout) of one site and up to 20 LF of connecting 12-inch water line. The area plans shall be developed after survey is completed and presented to the TOWN at the 80% progress meeting. The CONSULTANT and the TOWN will confer design discussion between 30% and 80% via Email. The CONSULTANT shall prepare and distribute draft conference call notes for review within 5 business days of the call. After receipt of comments, the meeting notes shall be finalized and distributed to the TOWN and sub-consultants for record purposes.

- b. Perform design calculations; develop plans to 80%. Present 80% quality control plans to the TOWN for review accompanied by required specifications and an OPCC as described below. The construction plans at a minimum shall include:
1. Plan sheets shall show the following: proposed plan and recommended pipe size, valves, isolation valves, vault, that are to be installed or replaced, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on plan view. Plans will reflect actual conditions in an area approximately 50 feet by 100 feet centered on the vault locations. Profile data (pipe depth) shall be depicted in plan view.
  2. The CONSULTANT will prepare standard and special detail sheets for the vault and connecting piping.
  3. Pipe materials shall be ductile iron or PVC with ductile iron fittings.
- c. Conduct 80% review meeting with the TOWN approximately 7 days following delivery of review documents to collect comments. CONSULTANT will provide a written response to TOWN comments and will modify documents incorporating required changes.
- d. The CONSULTANT will consult with the TOWN, public utilities, private utilities, TxDOT, the county and other facilities that have an impact or influence on the project.
- e. After completion of the 80% quality control review meeting the CONSULTANT shall advance the design to 100% completion. The CONSULTANT shall provide sealed construction contract documents to TOWN.
- f. Final Sealed Plans, the following documents will be provided by the CONSULTANT after sealing the contract document sets: Four (4) sets of half size (11-in x 17-in) plans and four (4) specification books. Electronic (PDF OCR) files of plans and specifications via optical disc.
- g. Prior to the advertisement for bids, CONSULTANT will prepare contract documents to comply with TCEQ requirements. CONSULTANT shall submit required notification to the TCEQ. When requested the CONSULTANT shall provide plans and specifications to the TCEQ for review.
- h. Preparation of additional construction packages, separate procurement packages or additional OPCC's if requested by the TOWN shall be provided as an ADDITIONAL SERVICE.
- i. Detailed Design Plan Deliverables:
- 80% quality control review plans
  - Final Sealed Plans.

**Task 5 – Detailed Design Specifications and Opinion of Probable Construction Cost (OPCC) Development**

- a. Prepare specifications in parallel with design drawing development detailed above to fully describe the intended work and convey the intent of the design. The CONSULTANT will develop and submit specifications to the TOWN for review in advancing the 80% progress meeting. The TOWN will review and comment. Comments will be discussed at the 80% review meeting.
- b. The CONSULTANT shall prepare specification books for review by the TOWN at approximately 80% design completion.
- c. The TOWN will provide Microsoft Word format front end section (Division 00 and 01). The CONSULTANT shall customize the sections for use on this project.
- d. CONSULTANT will prepare an OPCC for review by the TOWN in conjunction with the preliminary design of improvements. This OPCC will be updated and submitted with the 80% quality control review of the plans and specifications. The CONSULTANT will update the OPCC for submittal with the final sealed plans and specifications.
- e. Deliverables:
  - 80% quality control review specifications
  - Final Sealed Specifications
  - Preliminary OPCC
  - 80% OPCC
  - Final OPCC (Engineer's Cost)

#### **Task 6 –Bid Phase Activities**

- a. Assist the TOWN in the advertisement of the project for competitive bids. Services shall include:
  1. Providing draft and final advertisement language (Notice to Bidders).
  2. Advertisement in a local publication selected by the TOWN. The cost of publication will be paid by the TOWN.
  3. Attend one bid opening for the project for each bid package included in Basic Services. Coordination, attend and administration of a pre-bid conference, if requested by the TOWN, shall be provided as an Additional Service.
  4. Tabulate all bids and provide the TOWN a letter recommending award of the contract or rejection of all bids.
- b. Assist the TOWN in securing bids, preparing addenda, issuing notice to bidders and notifying construction news publications.
- c. The CONSULTANT will reproduce copies and distribute bidding documents. The CONSULTANT will retain money received from the sale of bidding documents. The price of bid documents shall be agreed to by the TOWN and CONSULTANT prior to advertisement.
- d. Assist the TOWN in the opening and tabulation of bids for construction of project and recommend to the TOWN as to the proper action on all proposals received.

- e. Following the opening of bids the CONSULTANT shall conform the contract documents including all addendum changes. The following contract document sets shall be provided:
1. Four reproducible sets of half size (11-in x 17-in) conformed plans.
  2. Two reproducible sets of full size (22-in x 34-in) conformed plans.
  3. Five conformed specification books for execution by the respective parties.
  4. Electronic (PDF OCR) files of the conformed plans and specifications via cloud site, ftp site or alternate media.
- f. Assist the TOWN in coordinating the execution of the conformed contract documents.
- g. Preparation of additional copies of the documents for the TOWN or other parties will be performed by the CONSULTANT as an Additional Service.
- h. Deliverables:
- Tabulation of Bids
  - Recommendation of Award Letter

#### **Task 7 – Construction Phase Activities**

- a. Represent the TOWN in non-resident construction administration of the project. In this capacity, the construction administration duties shall not place any responsibility on CONSULTANT for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the CONSULTANT will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents. The TOWN and CONSULTANT agree that Internet Based Construction document handling shall be employed throughout construction. The CONSULTANT shall provide access to a Project Mates website by TOWN and Contractor personnel using Internet Explorer browser software and computer equipment provided by the TOWN and Contractor for their own staff members. Access shall be provided for up to four staff members, two from the TOWN and two from the Contractor.
- b. Make limited visits during construction in a 3-month period beginning with the date of execution of a construction contract by the TOWN to observe the progress and the quality of work and attend a construction progress meeting. Two (2) site visits shall be provided as part of Basic Services, one when requested by the TOWN and a second at or near completion of all improvements to conduct a walk through and develop a close out punch list. The TOWN shall verify completion of punch list items. The CONSULTANT shall note the progress and quality of the work completed and shall determine in general if the work when completed will be in accordance with the contract documents. In addition, on the basis of on-site observations the CONSULTANT shall exercise reasonable care and due diligence in discovering and promptly reporting to the TOWN any defects or deficiencies in the work of CONTRACTOR or any subcontractor. The TOWN's approval, acceptance, use of, or payment for all or any part or the

CONSULTANT's services hereunder or the PROJECT itself shall in no way alter the CONSULTANT's obligations or the TOWN's rights hereunder.

- c. Limited effort for review of submittals by the CONSULTANT is anticipated for this project. Repeated reviews of same submittal, or reviews that exceed the budgetary limits established in Exhibit B below, shall be provided as an Additional Service. Repeated review shall be defined as the review of the same submittal three or more times by the CONSULTANT. The CONSULTANT shall review shall include Samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- d. The TOWN shall provide on-site inspection services. The inspector shall:
  1. Perform duties identified in the construction documents.
  2. Verify quantities delivered and installed.
  3. Participate in periodic telephone conferences with the CONSULTANT and Contractor to review the progress of construction. The anticipated interval between telephone conferences is expected to be approximately 30 days during the 90 day construction period.
- e. The CONSULTANT shall conduct general construction contract administration as follows:
  1. Review the draft Contractor Schedule of Values. Following the TOWN's acceptance of the Schedule of Values the CONSULTANT shall confer with the TOWN inspector once per month via teleconference to confirm on-site material quantities and installed work prior to review of the monthly application for partial payment.
  2. Review the pressure reducing valve shop drawing submittal.
  3. Review, evaluate and prepare up to two (2) routine change orders or proposed contract modifications. Routine change orders shall include development and review of contract language necessary to make changes to the contract agreed to by the TOWN and the Contractor. Routine Change Order does not include addition of design services by the engineer. Additional design services or change orders beyond the number specified above shall be provided as an Additional Service.
  4. Review and answer up to four (4) request-for-information (RFI). Additional RFIs shall be reviewed and answered as an Additional Service.
  5. Review and comment on the certificate of completion and the recommendation for monthly progress payments to the CONTRACTOR. Verification of quantities and completion of work shall be the responsibility of assigned TOWN or 3<sup>rd</sup> Party Resident Representative Staff. Such verifications shall take place in advance of the CONSULTANT's review.
  6. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.

- f. Revise contract drawings with reference to the Contract Document required “red line” notations and the assistance of assigned TOWN or 3<sup>rd</sup> Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish a set of the revised drawings to the TOWN.
- g. Exhaustive or continuous on-site inspections by the CONSULTANT to check quality or quantity of the work or material shall be considered an additional service.
- h. Provide surveys in AutoCAD format to establish benchmarks and reference points for construction, one time only. Construction staking if requested shall be provided as an additional service.
- i. Conducting, with the TOWN’s representative, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents.
- j. Construction Phase Deliverables, Record Drawings to include:
  - One (1) 22x34 bond copy of the record drawings
  - One (1) PDF copy of each sheet of the record drawings
  - One (1) DWG (AutoCAD 2015 format) of the record drawings base map

#### **Task 8 – Special Services**

- a. Special Services incidental to the Project, but not included within the scope of Basic Services covered above, which may be performed or arranged for separately by the TOWN, or may be added to the CONSULTANT’S responsibilities by mutual agreement and written authorization, include, but are not necessarily limited to the following:
  1. Surveying – Surveying will be conducted after successfully obtaining right-of-entry (ROE), survey scope of work will include the following tasks:
    - a) Utility coordination. Prior to commencing any topographic fieldwork, surveyor will coordinate with, collect and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to Texas 811.
    - b) Right-of-Way and Property. Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable.
    - c) Survey will horizontally and vertically pick up surface features; drainage features; building locations; fences/retaining walls; trees and/or tree lines; roadways; railways; and city, county and franchise utilities (as provided by Texas 811 utility locate request) within the project area to the following limits:
      - Approximately 100 LF of water alignment mapping to support the design of valve vault improvements.
      - Alignment swaths shall be approximately 50 feet wide centered on the centerline of the pipeline alignment corridor.
    - d) The survey of trees shall include caliper size trunks approximately 6-in and larger. Based on the judgement of the CONSULTANT the edge (tree line) of groups of trees or shrubs may be substituted for the survey of all trees within heavily wooded areas. In such areas the CONSULTANT shall survey trees that exceed 12-in caliper size.

Identification of tree species beyond that provided under Basic Services shall be provided as an Additional Service.

- e) Methods and precision. Survey coordinates will be reported on the Texas State Plane Coordinate System, NAD83 (+/- 0.01 feet) with vertical coordinates reported in the NAVD 88 Vertical System (+/- 0.01 feet). Horizontal and vertical control will be set using post-processed GPS static methods. Data will be collected using RTK GPS and robotic total stations for the majority of the survey. Laser scanning methods will be used at state highway and railroad crossings for safety reasons.
  - f) All survey data collected will also be submitted in GIS format per project spatial data management and procedures with appropriate ground to grid conversion.
  - g) The budget for survey established in this contract assumes full ground survey of the project limits. Billings will be based on actual work performed by the surveyor (whether ground survey, aerial survey or both).
  - h) CONSULTANT will research boundaries, subdivision plats, rights-of-way (ROW) and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers will be identified and labeled in the survey submittal. Research will include public record resources, including but limited to: county records; TxDOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.
  - i) The CONSULTANT shall provide up to one (1) easement document depicting a permanent and temporary construction easement on a single parcel. The document shall have no more than one (1) temporary and one (1) permanent easement exhibit.
2. Geotechnical Engineering – Geotechnical investigation will occur on parcels where ROE has been obtained at the selected sites. Soil borings will be advanced in selected locations based on surface conditions, pre-existing geotechnical data and other factors. When possible, soil borings will be placed on public ROW. Samples will be acquired and laboratory tests will be conducted to provide engineering data necessary for the design. Laboratory tests for each sample collected are anticipated to include:
- Dry, saturated, buoyant and total unit weight
  - Cohesion
  - Particle size and gradation
  - Atterburg's limits
  - Unified Soil Classification
  - Internal soil friction angle
  - Void ratio
  - Elastic modulus
  - Resistivity

The geotechnical budget allowance is based on 1 soil borings up to 10 feet total depth (TD) each. The borings will be backfilled using cuttings and bentonite chips. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor.

b. Special Services Deliverables:

- One (1) permanent and one (1) temporary construction easement with exhibits and field notes.

Certified Laboratory Report Copies

- Draft Geotechnical Report
- Final Geotechnical Report

### **Task 9 - Additional Services**

One (1) easement document on a single parcel has been budgeted as an additional service. The document shall describe no more than one (1) temporary and one (1) permanent easement. The CONSULTANT shall provide additional permanent and temporary easement documents upon written authorization of the added scope and budget by the TOWN.

The \$3,500 budget provided for the single easement document described above may be used for other additional services if authorized by the TOWN in writing. If the included budget has been exhausted the TOWN must authorize additional scope and budget as agreed to in writing by the CONSULTANT prior to the performance of additional services

Additional Services are those services not included in Basic or Special Services described above that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following

- a. Design of improvements, bid or construction phase professional services not identified in Basic or Special Services.
- b. Modifications to the design of improvements previously approved by the TOWN by acceptance without comment on conceptual, preliminary or detailed design progress submittals.
- c. Value Engineering
- d. Construction resident representation or inspection services.
- e. Surveying beyond the scope of items included in Basic or Special Services.
- f. Corrosion studies beyond those included in Basic or Special Services.
- g. Archeological investigations not included in Basic or Special Services.
- h. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- i. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
- j. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.
- k. Preparing TxDOT permits, environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.
- l. Preparation of storm water pollution prevention plans, traffic control plans not included in Basic or Special Services.

- m. Performance of subsurface utility evaluation (SUE) not specifically listed in Basic or Special Services.
- n. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the TOWN.
- o. Other services beyond those included in Basic or Special Services that are approved by the TOWN
- p. Payment of fees for permit applications and publication(s) of notices.
- q. Public relation activities and consulting services. Including but not limited to attendance at public meetings.
- r. Services known to be required for completion of the PROJECT that the TOWN agrees are to be furnished by the CONSULTANT or by a sub-consultant that cannot be defined sufficiently at this time to establish the maximum compensation.

**III. DELIVERABLES SUMMARY**

Task 1 – Kickoff Meeting	Draft and Final Meeting Notes Project Management Plan Baseline Evaluation Schedule Preliminary Vault Detail, Area plans and the OPCC
Task 2 –Progress Meetings	Draft and Final Meeting Notes
Task 3 – Project Management	Monthly Invoices
Task 4 – Detailed Design Plans	80% quality control review plans Final Sealed Plans
Task 5 – Detailed Design Specifications	80% quality control review specifications Final Sealed Specifications
Task 6 – OPCC	Preliminary 80% OPCC Final OPCC (Engineer’s Cost)
Task 7 – Bid Phase Services	Tabulation of Bids Recommendation of Award Letter
Task 8 – Construction Phase Services	Record Drawings: One (1) 22x34 bond copy of the record drawings One (1) 22x34 mylar copy of the record drawings One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map
Task 9 – Special Services	Permanent easement exhibit/field notes Temporary construction easement exhibit/field notes Certified Laboratory Report Copies Draft Geotechnical Report Final Geotechnical Report
Task 10 – Additional Services	None

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ALAN PLUMMER ASSOCIATES, INC.  
FOR THE BNSF PRESSURE REDUCING VALVE PROJECT (1508-WA)**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	October 2015	
Task 1 – Preliminary Design and Kickoff Meeting	November 2015	\$5,500
Task 2 –Progress Meetings	November 2015	\$3,800
Task 3 – Project Management	November 2016	\$2,200
Task 4 – Detailed Design Plans	December 2015	\$8,000
Task 5 – Detailed Design Specifications & OPCC	December 2015	\$4,800
Task 6 – Bid Phase Services	January 2016	\$1,500
Task 7 – Construction Phase Services	February 2016	\$3,600
Task 8 – Special Services	October 2015	\$6,100
Task 9 – Additional Services	N/A	\$0
<b>Total Compensation</b>		<b>\$35,500</b>

**II. COMPENSATION SUMMARY**

Basic Services (Lump Sum)	Amount
Task 1 – Preliminary Design and Kickoff Meeting	\$5,500
Task 2 –Progress Meetings	\$3,800
Task 3 – Project Management	\$2,200
Task 4 – Detailed Design Plans	\$8,000
Task 5 – Detailed Design Specifications & OPCC	\$4,800
Task 6 – Bid Phase Services	\$1,500
Task 7 – Construction Phase Services	\$3,600
<b>Total Basic Services:</b>	<b>\$29,400</b>

Special Services (Hourly Not-to-Exceed)	Amount
Task 8 Special Services	\$6,100
Task 9 Additional Services	\$0
<b>Total Special and Additional Services:</b>	<b>\$6,100</b>

Direct Expenses	Amount
Miscellaneous (Printing, Mileage, etc.)	\$0
<b>Total Direct Expenses:</b>	<b>\$0</b>

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**  
**BETWEEN THE TOWN OF PROSPER, TEXAS, AND ALAN PLUMMER ASSOCIATES, INC.**  
**FOR THE BNSF PRESSURE REDUCING VALVE PROJECT (1508-WA)**

**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 THE TOWN OF PROSPER, TEXAS, AND ALAN PLUMMER ASSOCIATES, INC.  
FOR THE BNSF PRESSURE REDUCING VALVE PROJECT (1508-WA)**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>  		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center">(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.)</p>		
<p><b>3</b> 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>This section (item 3 including subparts A, B, C &amp; 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.</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><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>		

Adopted 06/29/2007



## 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 – October 13, 2015

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**Agenda Item:**

Discussion on the Lower Pressure Plane Ground Storage Tank and Pump Station Project.

**Description of Agenda Item:**

At the August 11, 2015, and September 22, 2015, Town Council meetings, Town Staff discussed options for site placement of the Lower Pressure Plane Ground Storage Tank and Pump Station. Based on the feedback received, Freese and Nichols, Inc., will be providing the requested cost comparisons between Option 2 (the site along Richland Boulevard west of Prosper Commons Boulevard) and Option 3 (the site along Richland Boulevard east of Coit Road). Freese and Nichols, Inc., will also have photo examples of buried tanks, similar to what is proposed at the site options referenced above.

**Attached Documents:**

1. Options for Site Placement

**Town Staff Recommendation:**

Town staff recommends that the Town Council provide feedback on the preferred site for the Lower Pressure Plane Ground Storage Tank and Pump Station Project.

# Alternate Sites

