



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, October 25, 2016
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 a TML Municipal Excellence Award for the Town of Prosper Earth-Kind® garden in partnership with Texas A&M AgriLife Extension Office, the Collin County Extension Office, and the Collin County Master Gardeners Association. **(TC)**
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 – October 11, 2016.
 - 5b. Consider and act upon canceling the November 22, 2016, and December 27, 2016, Town Council meetings. **(RB)**
 - 5c. Consider and act upon a resolution adopting a Town seal. **(RB)**
 - 5d. Consider and act upon a resolution accepting and approving the 2016 Tax Roll. **(KN)**
 - 5e. Consider and act upon a resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations. **(KN)**
 - 5f. Consider and act upon a resolution authorizing various individuals as signers of specific accounts and certain investment matters. **(KN)**
 - 5g. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for the construction of Frontier Park North Field Improvements between the Town of Prosper and Collin County. **(PN)**

- 5h. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. **(AG)**

6. **CITIZEN COMMENTS:**

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

REGULAR AGENDA:

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

PUBLIC HEARINGS:

7. Conduct a Public Hearing, and consider and act upon an ordinance rezoning 0.3± acre from Downtown Retail (DTR) to Planned Development-Downtown Retail (PD-DTR), located on the southwest corner of Main Street and Broadway Street. (Z16-0021). **(JW)**
8. Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District for Windsong Ranch Marketplace, on 46.6± acres, located on the northeast corner of US 380 and Gee Road. (MD16-0002). **(JW)**
9. Conduct a Public Hearing, and consider and act upon a request to rezone a portion of Planned Development-65 (PD-65) and a portion of Planned Development-48 (PD-48), on 198.4± acres, located on the southeast and southwest corners of existing and future Prairie Drive and Legacy Drive, to allow for the development of a single family detached, senior living development and to modify lot type requirements. (Z16-0011). **(JW)**
10. Conduct a Public Hearing, and consider and act upon a request to rezone 1.7± acres from Office (O) and Retail (R) to Planned Development-Retail (PD-R), located on the west side of Hays Road, 2,600± feet north of First Street. (Z16-0020). **(JW)**

DEPARTMENT ITEMS:

11. Consider and act upon a request for a Façade Exception for the Gates of Prosper, Phase 1, Block B, Lot 4 (Chili's), located on the east side of Preston Road, 700± feet north of future Richland Boulevard. (MD16-0014). **(JW)**
12. Library Services Department update. **(LS)**

13. Consider and act upon a resolution to enter into an exclusive franchise agreement with Progressive Waste Solutions of TX, Inc., dba WC of Texas, for the collection, hauling, recycling and disposal of municipal solid waste, construction and demolition waste, and recyclable materials in the Town of Prosper; and authorizing the Town Manager to execute same. **(JC)**
14. **EXECUTIVE SESSION:**
- Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:
- 14a. Section 551.087 – To discuss and consider economic development incentives.*
- 14b. Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*
- 14c. Section 551.071 – Consultation with the Town Attorney regarding possible litigation regarding bond issues, and all matters incident and related thereto.*
15. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.
16. Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.
- Single Family Lot Inventory. **(JW)**
 - Stormwater Ordinance. **(DH)**
 - Artificial Turf Discussion. **(JC)**
 - Strategic Planning Session Date. **(RB)**
17. 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 21, 2016, by 5:00 p.m., and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, Town Secretary

Date Notice Removed

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

NOTICE

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

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



Prosper is a place where everyone matters.

MINUTES
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway Street
Prosper, TX 75078
Tuesday, October 11, 2016

1. Call to Order/Roll Call.

The meeting was called to order at 6:01 p.m.

Council Members Present:

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

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary/Public Information Officer
Terrence Welch, Town Attorney
Hulon Webb, Executive Director of Development and Community Services
John Webb, Development Services Director
Alex Glushko, Senior Planner
Leslie Scott, Library Director
Kelly Neal, Finance Director
Betty Pamplin, Accounting Manager
Doug Kowalski, Chief of Police
Gary McHone, Assistant Police Chief
Barrett Morris, Police Sergeant
Ronnie Tucker, Fire Chief
Stuart Blasingame, Assistant Fire Chief

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

Pastor Blair Robinson of Prestonwood Baptist Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas flag were recited.

3. Announcements of recent and upcoming events.

Tuesday, October 11 is the last day to register to vote or make a change of address effective for the November 8, 2016, Election. Voter registration cards are available in Town Hall. More information is available on the Collin County and Denton County websites.

Early voting for the November 8 election begins on Monday, October 24. Collin County voters may vote in Prosper Municipal Chambers during Early Voting, and at the PISD Administration Building on Election Day. Denton County voters may vote at any Denton County polling location. More information is available on the Town website, or by contacting the Collin County and Denton County Election Offices.

Residents are invited to join the fun at Prosper's Homecoming Parade, to be held on Wednesday, October 12, 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.

The Library will offer genealogy classes at 6:30 p.m. on October 13, November 10, December 8, and January 12. The classes will offer information on research techniques, and developing a family tree outline. Classes are free to the public, and trained researchers will be available for assistance following each class.

Fire Station 2 is now responding to emergency calls. A ribbon cutting ceremony to celebrate the opening of the station will be scheduled sometime in mid-November.

4. **Presentations.**

- **Presentation of Certificates of Appreciation to former members of the Town's Boards and Commissions. (RB)**

Bob Wierschem was present to receive a Certificate of Appreciation for his service on the Board of Adjustment/Construction Board of Appeals.

- **Presentation of a Proclamation to members of the Prosper Fire Department declaring October 9-15, 2016, as *Fire Prevention Week*. (RB)**

Fire Chief Ronnie Tucker, Assistant Fire Chief Stuart Blasingame, and Fire Marshal Bryan Ausenbaugh received the Proclamation on behalf of the Fire Department.

- **Presentation of the *GFOA Achievement of Excellence in Financial Reporting* award to members of the Town of Prosper Finance Department. (KN)**

Finance Director Kelly Neal and Accounting Manager Betty Pamplin received the award on behalf of the Finance 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 27, 2016

- 5b. Receive the August 2016 Financial Report. (KN)

- 5d. Consider and act upon approving the purchase of two pick-up trucks for the Fire Department, from Sam Pack's Five Star Ford, through the State of Texas Cooperative Purchasing Program. (SB)

- 5e. Consider and act upon authorizing the Town Manager to execute Amendment Ten to the Interlocal Agreement between Collin County and the Town of Prosper, extending the agreement through FY 2016-2017, relating to Animal Sheltering Services. (JW)

- 5f. **Consider and act upon authorizing the Town Manager to execute Amendment Ten to the Interlocal Agreement between Collin County and the Town of Prosper, extending the agreement through FY 2016-2017, relating to Animal Control Services. (JW)**
- 5g. **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)**
- 5h. **Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. (AG)**

Councilmember Davis removed Item 5c from the Consent Agenda.

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

- 5c. **Consider and act upon approving the purchase of an accident reconstruction laser system and related equipment for the Police Department from FARO Technologies Inc., a sole source provider. (DK)**

Police Chief Kowalski presented this item before the Town Council. He introduced Clay Lawson from FARO Technologies, who responded to questions from the Council regarding the capabilities of the equipment, the savings in staff time, training requirements for staff, and annual maintenance costs.

After discussion, Councilmember Davis made a motion and Councilmember Miller seconded the motion to approve Item 5c. The motion was approved by a vote of 7-0.

6. **CITIZEN COMMENTS:**

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Patty Felan, 1720 Gentle Way, Prosper, spoke to encourage the Council to participate in this year's Clothe A Child event, which will take place October 15, October 22, and October 29.

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 for a variance to Section 1.09 of the Sign Ordinance for an alternative detached sign, located at 101 E. Broadway Street, on the northeast corner of Broadway Street and Coleman Street. (V16-0003). (JW)**

Development Services Director John Webb presented this item before the Town Council. Businesses that seek to install a detached advertising sign are required to follow the regulations for a monument sign. The applicant is seeking a variance regarding the requirements for Monument Signs to permit an alternative detached sign that is more compatible with the existing historic structure that will serve as the location for the business.

Mayor Smith opened the Public Hearing.

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

Lynn Gross, the business owner and applicant, responded to questions from the Town Council regarding the material for the sign. Ms. Gross responded that the sign designer preferred plastic due to its durability, but she will inquire about other materials that have a look similar to wood, but still have the same durability.

After discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Dugger seconded the motion to approve a request for a variance to Section 1.09 of the Sign Ordinance for an alternative detached sign, located at 101 E. Broadway Street, on the northeast corner of Broadway Street and Coleman Street. (V16-0003). The motion was approved by a vote of 7-0.

- 8. Conduct a Public Hearing and consider and act upon a request to rezone 1.7± acres from Office (O) and Retail (R) to Planned Development-Retail (PD-R), located on the west side of Hays Road, 2,600± feet north of First Street. (Z16-0020). (JW)**

Development Services Director John Webb presented this item before the Town Council. The Zoning Ordinance permits a Child Day Care in all zoning districts except Industrial upon approval of a Specific Use Permit (SUP) by Town Council. A development under a SUP is required to meet all standards of the Town's Zoning Ordinance. The applicant is requesting to deviate from the Zoning Ordinance's outdoor play space requirement, as outlined below; therefore, approval of a Planned Development (PD) is required to deviate from the minimum development standards. The proposed PD would allow for development of a specific day care building, which will be a 1-story building, totaling 11,120 square feet and will be constructed in a single phase. The facility will accommodate 216 children.

Mayor Smith opened the Public Hearing.

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

The Town Council had additional questions about the fence design and the directional layout of the building on the site. Since the applicant was not present to respond to the Council's questions, Mr. Webb recommended the item be tabled to give staff time to gather additional information.

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Dugger seconded the motion to table Item 8 to the October 25, 2016, Town Council meeting. The motion was approved by a vote of 6-1, with Councilmember Davis casting the opposing vote.

DEPARTMENT ITEMS:

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

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. The Town Hall Design Team has finalized its recommendations for the wood trim color, lobby flooring. The exterior renderings of the building have been updated with a more accurate depiction of the brick color that has been chosen. The Council agreed to a Special Meeting on November 29 to approve the Guaranteed Maximum Price for the project.

Town Secretary/PIO Robyn Battle presented options to the Council for a proposed Town Seal. The Council approved Proof #5 by consensus. A resolution will be brought forward at the October 25, 2016, Town Council meeting for the Town Council to consider adopting an official Town Seal.

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.

The Town Council recessed into Executive Session at 7:12 p.m.

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

The Town Council reconvened the Regular Session at 7:30 p.m. No action was taken as a result of Executive Session.

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

- **Daycare Proximity Map. (JW)**

Development Services Director John Webb presented maps depicting the location of daycare facilities that could be affected by the Town's recently-adopted alcohol variance process. Town staff recommended the Council consider changing the zoning ordinance to change the requirement that daycares be categorized at schools. The Town Council concurred with the recommendation.

- **Holiday Meeting Schedule. (RB)**

Town Secretary/PIO Robyn Battle presented the holiday meeting schedule to the Town Council. In the past, the Town Council has canceled the second meeting in November and December due to the Thanksgiving and Christmas holidays. The Council agreed to cancel both meetings.

- **Old Town Assessment.**

John Webb informed the Council that he would inquire about setting up meetings in the next few weeks to get Council feedback on the Old Town Assessment that Town staff is conducting.

13. Adjourn.

The meeting was adjourned at 7:52 p.m. on Tuesday, October 11, 2016.

These minutes approved on the 25th day of October, 2016.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



**TOWN SECRETARY'S
OFFICE**

To: Mayor and Town Council
From: Robyn Battle, Town Secretary
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and act upon canceling the November 22, 2016, and the December 27, 2016, Prosper Town Council meetings.

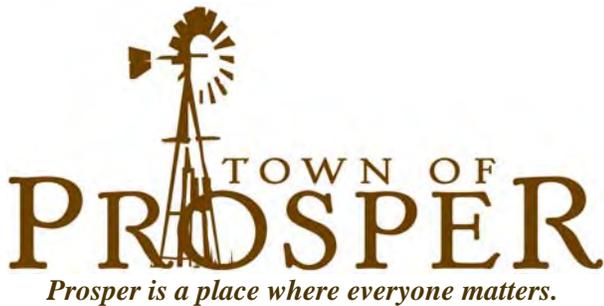
Description of Agenda Item:

Due to the upcoming holiday schedule, Town staff is proposing that the following Prosper Town Council meetings be canceled:

- November 22, 2016
- December 27, 2016

Proposed Motion:

I make a motion to cancel the November 22, 2016, and the December 27, 2016, Prosper Town Council meetings.



**TOWN SECRETARY'S
OFFICE**

To: Mayor and Town Council
From: Robyn Battle, Town Secretary
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and act upon a resolution adopting a Town seal.

Description of Agenda Item:

The Town Hall Design Team has discussed incorporating a Town seal into several design elements of the Town Hall/Multi-Purpose Facility that is currently under design. During the course of the discussions, it was discovered that there is no record of the Town ever officially adopting a Town seal. The seal will serve as an official insignia to reflect the identity and image of the Town not only in its facilities, but on official documents and publications.

The Design Team reviewed several versions of a seal after providing feedback on their preferences. At the October 11, 2016, Town Council meeting, the Town Council expressed a preference for the seal that is included as an attachment to the proposed resolution.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends the resolution adopting a Town seal.

Proposed Motion:

I make a motion to approve a resolution adopting a Town seal.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 16-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ADOPTING A NEW TOWN SEAL; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town"), has opted to adopt a new Town seal; and

WHEREAS, various alternatives were reviewed by the Town Council and after discussion, the Town seal attached to this Resolution as Exhibit A was considered the most favorable alternative, which clearly reflects the Town's rich Texas history and its roots; and

WHEREAS, it is the desire of the Town Council to authorize the Town Secretary to take all appropriate actions related to the new Town Seal.

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

SECTION 1

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

SECTION 2

The Town of Prosper, Texas, hereby adopts the attached Exhibit A as the new Town seal and said Town seal may be used for official Town purposes and used throughout the Town.

SECTION 3

The Town Secretary of the Town of Prosper, Texas, is hereby authorized to take all appropriate actions to implement the new Town seal.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 25TH DAY OF OCTOBER, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A





FINANCE DEPARTMENT

Prosper is a place where everyone matters.

To: Mayor and Town Council

From: Kelly Neal, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and act upon a resolution accepting and approving the 2016 Tax Roll.

Description of Agenda Item:

The Texas Property Tax Code, Section 26.09 (e) requires the Town Council to approve the Appraised Roll with tax amounts entered by the Assessor. The Collin County Tax Assessor Collector provided the attached 2016 Tax Roll Summary with a total levy of \$13,689,920.03. Although the enclosed document is titled "Collin County," this refers to the Tax Assessor Collector, who performs tax collection for Prosper properties in both Collin and Denton Counties.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached resolution as to form and legality. Council approval of this resolution is required by the Texas Property Tax Code, Section 26.09 (e).

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends that the Town Council approve the resolution approving the 2016 Tax Roll as provided by the Assessor.

Recommended Motion:

I move to approve the resolution accepting and approving the 2016 Tax Roll.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 16-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING AND APPROVING THE 2016 TAX ROLL; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town received notification from the Collin County Tax Assessor Collector as to the Tax Roll jurisdiction (for properties located in the Town’s corporate limits in both Collin County and Denton County) summary as of October 1, 2016, and

WHEREAS, a summary statement of said 2016 Tax Roll is attached hereto as Exhibit A.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Prosper, Texas, does hereby accept and approve the 2016 Tax Roll as submitted by the Collin County Tax Assessor Collector.

SECTION 3

The attached Exhibit A constitutes the official Town of Prosper 2016 Tax Roll, containing a tax levy of \$13,689,920.03.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF OCTOBER, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

2016 TAX ROLL SUMMARY

05 - PROSPER CITY

	Amount	Count
NUMBER OF ACCOUNTS		8,159
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$112,619	
ROLLCODE: PERSONAL		
Personal	\$85,217,742	
ROLLCODE: REAL		
Agriculture	\$749,812,797	
Improvement	\$1,730,416,079	
Improvement Non-Home Site	\$333,624,192	
Land	\$612,138,845	
Land Ag Land	\$1,226,391	
Land Non-Home Site	\$414,697,363	
TOTAL MARKET VALUE	\$3,927,246,028	
DEFERRALS		
Ag	\$749,812,797	292
TOTAL DEFERRALS	\$749,812,797	
EXEMPTIONS		
Absolute Exemption , XG , XG	\$75,353	2
Cap Adjustment , XT , XT	\$34,786,885	1,506
Disabled	\$148,259	53
Disabled Veteran	\$13,209,369	103
Homestead	\$135,157,489	4,057
Miscellaneous , XV , XV	\$332,419,234	323
Nominal Value	\$6,265	25
Other, XF, XH, XU , XF, XH, XU,XF,XH,XU	\$74,220	1
Over 65	\$5,884,100	596
Pollution Control	\$2,702,722	5
Private Schools , XJ , XJ	\$250,000	1
TOTAL EXEMPTIONS	\$524,713,896	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$1,274,526,693	
TOTAL MARKET VALUE	\$3,927,246,028	
TAXABLE VALUE	\$2,652,719,335	
TAX RATE	0.52	
ROLLCODE: MOBILE HOME		
Levy	\$528.95	24
ROLLCODE: PERSONAL		
Levy	\$433,723.63	458
ROLLCODE: REAL		
Levy	\$13,255,667.45	7,677
TOTAL LEVY	\$13,689,920.03	
LEVY LOST DUE TO FROZEN	\$104,220.61	
OTHER LOST LEVY	\$0.00	
TOTAL LOST LEVY	\$104,220.61	

2016 TAX ROLL SUMMARY

05 - PROSPER CITY

Calculation Analysis

	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	1,005,635.15	901,414.54		104,220.61	230,966,573	37,575,206	193,391,367
DV100 (Excl. Frozen)	3,158.41	3,158.41		0.00	8,530,663	7,685,623	845,040
Prorated (Excl. Frozen)	0.00	0.00		0.00	0	0	0
Other	12,785,347.08	12,785,347.08		0.00	3,687,748,792	1,229,265,864	2,458,482,928
Total	13,794,140.64	13,689,920.03		104,220.61	3,927,246,028	1,274,526,693	2,652,719,335
DV100 (Incl. Frozen)	0.00	0.00		0.00	5,037,620	4,908,246	129,374
Prorated (Incl. Frozen)	0.00	0.00		0.00	0	0	0



FINANCE DEPARTMENT

To: Mayor and Town Council

From: Kelly Neal, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and take action upon a resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations.

Description of Agenda Item:

The attached resolution allows the Town to pay for the projects listed in the Fiscal Year 2016-2017 CIP, including costs associated with the construction of street improvements (\$1,200,000), park improvements (\$700,000), design and construction of a town hall/multi-purpose facility (\$10,850,000), water infrastructure (\$11,450,000), storm drainage system improvements (\$2,000,000), and the related infrastructure improvements. The resolution provides for up to \$26,200,000 in capital project expenditures.

Budget Impact:

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

Legal Obligations and Review:

Dan Culver of McCall, Parkhurst and Horton, the Town's bond counsel, reviewed the resolution as to form and legality.

Attached Documents:

1. Resolution
2. Fiscal Year 2016-2017 CIP

Town Staff Recommendation:

Town staff recommends the Town Council approve the reimbursement resolution.

Recommended Motion:

I move to approve the resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 16-__

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF
TOWN FISCAL YEAR 2016-2017 CAPITAL IMPROVEMENT PROGRAM
PROJECTS**

WHEREAS, the Town of Prosper, Texas (the "Issuer") is a duly created governmental body of the State of Texas; and

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of portions of its Fiscal Year 2016-2017 capital improvement program projects, including costs associated with the construction of street improvements, park improvements, design and construction of a town hall/multi-purpose facility, water infrastructure, storm drainage system improvements, and the related infrastructure improvements (collectively, the "Project") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project; and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Project;

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

SECTION 1

The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$26,200,000 for the purpose of paying the costs of the Project.

SECTION 2

All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid, or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3

The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4

The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

SECTION 5

To evidence the adoption of this Resolution on this, the 25th day of October, 2016, by the Town Council of the Issuer, the signatures of the Town Secretary and Mayor are set forth below.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 25TH DAY OF OCTOBER, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

**Summary of Capital Improvement Program - 10/13/16
General Fund Projects**

01

Exp. IJ	Street Projects	Prior Years					2020-2025	Total Cost	Other Sources	Funding Sources			Reimbursement Resolution	2016-2017					2020-2025	Exp. IJ
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020				Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized		2016-2017	2017-2018	2018-2019	2019-2020			
01	1612-ST Church Street (First - PISD)	750,000					750,000	150,000 E	600,000									01		
02	Coleman Street (at Prosper HS)			850,000			850,000	425,000 B		425,000								02		
03	1609-ST Custer Road Turn Lanes @ Prosper Trail		100,000				100,000	100,000 A										03		
04	DNT Southbound Braided Ramp						4,000,000	4,000,000 J										04		
05	DNT Southbound Frontage Road		9,500,000				9,500,000	9,500,000 J.X										05		
06	1412-ST Downtown Enhancements (Broadway)	60,000	140,000	1,650,000			1,850,000	1,600,000 D	250,000									06		
07	1701-ST Eighth Street (Church - PISD Admin)			260,000			260,000			260,000				260,000				07		
08	1702-ST Field Street (First - Broadway)			250,000			250,000			250,000				250,000				08		
09	1512-ST First Street (DNT - Coleman)	550,000	40,000				7,650,000	590,000 A		7,650,000							7,650,000	09		
10	1611-ST First Street (Townlake - Custer)		670,000				670,000		670,000									10		
11	1610-ST Fishtrap Road (Artesia - Dallas Parkway)		1,320,254				1,320,254	820,000 D	500,254									11		
12	1307-ST Frontier Parkway (BNSF Overpass)		2,340,000	1,310,000			3,650,000	3,650,000 A				365,000						12		
13	Gates of Prosper Road Improvements, Phase 1	2,000,000					2,000,000	2,000,000 X										13		
14	Gates of Prosper Road Improvements, Phase 2						500,000	500,000 X										14		
15	Gates of Prosper Road Improvements, Phase 3						15,200,000	15,200,000 X										15		
16	Gates of Prosper Road Improvements, Phase 4						7,500,000	7,500,000 X										16		
17	1622-ST Main Street (First - Broadway)		625,000				625,000	400,000 E	225,000									17		
18	1513-ST Old Town Streets 2015 (Fifth, McKinley)		1,000,000				1,000,000		949,004	50,996			50,996					18		
19	1703-ST Parvin Road (Good Hope - FM 1385)		270,000				270,000			270,000			270,000					19		
20	1704-ST Pasewark (Preston - Hickory)		400,000				400,000			400,000			400,000					20		
21	1511-ST Prosper Trail (Kroger - Coit)	305,000	3,975,000				4,280,000	4,280,000 A.D										21		
22	1414-ST Prosper Trail (Kroger)		1,090,000				1,090,000	1,090,000 A										22		
23	1415-ST Teel Parkway (DCFWSO #10)	2,600,000					2,600,000	2,600,000 A.X										23		
24	1507-ST West Prosper Road Improvements		6,000,000	6,781,000			12,781,000	8,516,000 B.C	4,265,000									24		
25	1705-ST Parvin Street (Broadway - Eighth)		515,000				515,000	515,000 D										25		
26	1706-ST Sixth Street (Coleman - Church)		430,000				430,000	430,000 D										26		
27	1707-ST Third Street (Church - Lane)		320,000				320,000	320,000 D										27		
28	1708-ST Cook Lane (First - End)		200,000				1,350,000	200,000 A		1,350,000							1,350,000	28		
29	E-W Collector (Cook Lane - DNT); design done w/ Cook Lane						800,000			800,000							800,000			
30	Craig Street (Preston - First)						750,000			750,000							750,000			
31	Craig Street (First - Broadway)						350,000			350,000							350,000			
32	Craig Street (Broadway - Fifth)						200,000			200,000							200,000			
33	Fifth Street (Parvin - Craig)						400,000			400,000							400,000			
34	Lane Street (First - Third)						210,000			210,000							210,000			
35	North Street (Seventh - Eighth)						175,000			175,000							175,000			
36	Pecan Street (First - End)						200,000			200,000							200,000			
37	Crown Colony (Meadow Run - Bradford)						465,000			465,000							465,000			
38	Crown Colony (Bradford - High Point)						500,000			500,000							500,000			
39	Ridgewood (Hays - Crown Colony)						560,000			560,000							560,000			
40	Waterwood (Ridgewood - End)						150,000			150,000							150,000			
41	Colonial (Ridgewood - End)						150,000			150,000							150,000			
42	Shady Oaks Lane (Ridgewood - End)						150,000			150,000							150,000			
43	Riverhill (Ridgewood - End)						150,000			150,000							150,000			
44	1709-ST Prosper Trail (Coit - Custer)		540,000				7,028,000	540,000 A		7,028,000							7,028,000			
45	1710-ST Coit Road (First - Frontier)		770,000				10,050,000	770,000 A		10,050,000							10,050,000			
46	Fifth Street (Coleman - Church)						375,000			375,000							375,000			
47	Third Street (Main - Coleman)						250,000			250,000							250,000			
48	Plymouth Colony (Bradford - High Point)						400,000			108,816	291,184						400,000			
49	Plymouth Colony Circle (Plymouth Colony - End)						200,000			200,000							200,000			
50	Prestonview (Hays - Betts)						750,000			750,000							750,000			
51	Betts Lane (Prestonview - High Point)						250,000			250,000							250,000			
52	High Point Drive (Hays - Betts)						725,000			725,000							725,000			
53	West Yorkshire Drive (High Point - Bradford)						250,000			250,000							250,000			
54	Bradford Drive (West Yorkshire-Plymouth Colony)						600,000			600,000							600,000			
55	Chandler Circle (Preston Road-Hays)						700,000			700,000							700,000			
Subtotal		5,515,000	10,010,254	29,926,000	2,160,000	0	62,988,000	110,599,254	65,696,000	7,459,258	6,374,812	31,069,184	365,000	1,230,996	425,000	0	35,788,000			

Description Codes - Other Sources	
A	Impact Fees
B	Grant and Interlocal Funds
C	Developer Agreements
D	General Fund
E	Water / Wastewater Fund
F	Stormwater Drainage Fund
G	Park Development Fund
H	TIRZ #1
J	TIRZ #2
K	Escrows
X	Non-Cash Contributions
Z	Other Sources (See Detail)

Index	Traffic Projects		Prior Years					Funding Sources		Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2016-2025					Index	
			2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025	Total Cost					Other Sources	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025
01	1711-TR	Median Lighting - Coit Road (US 380 - First)		450,000				450,000	450,000	D										01
02		Median Lighting - Coit Road (First - Frontier)						1,000,000	1,000,000	D										02
03		Median Lighting - First Street (Craig - Coit)						625,000	625,000	D										03
04		Median Lighting - Prosper Trail (Dallas Pkwy - Preston)						825,000	825,000	D										04
05		Traffic Signal - Coit Rd & Prosper Trail						220,000	220,000	A										05
06		Traffic Signal - Coit Rd & First St						220,000	220,000	A										06
07		Traffic Signal - Coit Rd & Richland Blvd						220,000	220,000	A										07
08		Traffic Signal - Dallas Pkwy & First St	180,000					180,000	180,000	A										08
09	1712-TR	US380 Illuminated Street Signs		25,000				25,000	25,000	A										09
Subtotal			180,000	475,000			660,000	2,450,000	3,765,000											

Index	Park Projects		Prior Years					Funding Sources		Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2016-2025					Index		
			2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025	Total Cost					Other Sources	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025	
01	1303-PK	Cockrell Park	90,000		643,000			733,000	90,000	G			643,000								01
02	1603-PK	Frontier Park - North Field Improvements		850,000	9,601,225			10,451,225	925,000	B,G	8,826,225	700,000			700,000						02
03	1604-PK	Frontier Park - Parking Improvements 2016		450,000				450,000	450,000	G											03
04	1602-PK	Frontier Park - Southeast Corner Field Lighting Phase 2		600,000				600,000	600,000	G											04
05		Pecan Grove Irrigation			75,000			75,000	75,000	D											05
06	1605-PK	Preston Lakes Playground		90,000				90,000	90,000	G											06
07		Coit Road Median Landscaping (First - Frontier)						800,000	800,000	D											07
08	1417-PK	Richland Boulevard Median Landscaping	5,000					170,000	175,000	D			170,000							170,000	08
09		Sexton Farms Park, Phase I						16,800,000	16,800,000				16,800,000							16,800,000	09
Subtotal			95,000	1,900,000	9,691,225	718,000	0	17,770,000	30,174,225		8,826,225	700,000	17,613,000	0	700,000	643,000	0	0	0	16,970,000	

Index	Facility Projects		Prior Years					Funding Sources		Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2016-2025					Index		
			2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025	Total Cost					Other Sources	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025	
01		Central Fire Station, Phase II					850,000	850,000				300,000	550,000							850,000	01
02		Cook Lane Fire Station (station,training,admin,EOC)					14,670,000	14,670,000					14,670,000							14,670,000	02
03		Gentle Creek Fire Station					5,625,000	5,625,000					5,625,000							5,625,000	03
04		Parks Operations and Public Works Complex					10,900,000	10,900,000				900,000	10,000,000							10,900,000	04
05	1713-FC	Public Safety Facility (Police Station and Fire Station)		75,000			6,925,000	7,000,000	75,000	D		1,000,000	5,925,000							6,925,000	05
06		Recreation Center				1,500,000	13,500,000	15,000,000					15,000,000				1,500,000			13,500,000	06
07		Senior Facility					5,000,000	5,000,000					5,000,000							5,000,000	07
08	1402-FC	Town Hall - Professional Services	250,000	1,300,000			311,500	1,861,500			1,450,000		411,500	1,250,000						411,500	08
09	1601-FC	Town Hall - Construction					18,813,000	18,813,000					18,813,000							9,175,000	09
10	1714-FC	Town Hall - Furniture, Fixtures, and Equipment					1,362,000	1,362,000					1,362,000							1,362,000	10
11	1514-ST	Town Hall - Offsite Infrastructure		1,275,000				1,275,000					1,275,000							1,275,000	11
12	1401-FC	Windsong Ranch Fire Station	7,296,000	204,000				7,500,000	1,837,000	D	5,663,000										12
13	1308-EQ	Windsong Ranch Fire Station - Apparatus		815,000			263,000	1,078,000	1,078,000	D											13
Subtotal			7,546,000	3,594,000	20,561,500	263,000	1,500,000	57,470,000	90,934,500		7,113,000	2,200,000	78,631,500	1,250,000	10,861,500	5,000,000	7,500,000	0	0	57,470,000	

Grand Total General Fund			13,156,000	15,684,254	60,653,725	3,141,000	1,500,000	660,000	140,678,000	235,472,979	75,486,000	23,398,483	9,274,812	127,313,684	1,615,000	12,792,496	6,068,000	7,500,000	0	110,228,000
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Description Codes - Other Sources	
A	Impact Fees
B	Grant and Interlocal Funds
C	Developer Agreements
D	General Fund
E	Water / Wastewater Fund
F	Stormwater Drainage Fund
G	Park Development Fund
H	TIRZ #1
J	TIRZ #2
K	Escrows
X	Non-Cash Contributions
Z	Other Sources (See Detail)

**Summary of Capital Improvement Program - 10/13/16
Capital Improvement Program Summary**

04

	Capital Improvement Program Summary					Funding Sources			Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution						Index
	Prior Years	2015-2016	2016-2017	2017-2018	2018-2019	2018-2019	2019-2025	Total Cost					Other Sources	2016-2017	2017-2018	2018-2019	2018-2019	
General Fund	13,156,000	15,684,254	60,653,725	3,141,000	1,500,000	660,000	140,678,000	235,472,979	75,486,000	23,398,483	9,274,812	127,313,684	1,615,000	12,792,496	6,068,000	7,500,000	0	110,228,000
Enterprise Funds	6,962,300	12,241,000	25,328,675	7,157,650	27,336,500	0	29,340,495	108,551,720	23,934,806	2,874,519	0	81,742,395	0	13,468,950	16,746,450	27,336,500	0	24,190,495
Grand Total Capital Improvement Program	20,118,300	27,925,254	85,982,400	10,298,650	28,836,500	660,000	170,018,495	344,024,699	99,420,806	26,273,002	9,274,812	209,056,079	1,615,000	26,261,446	22,814,450	34,836,500	0	134,418,495



Prosper is a place where everyone matters.

FINANCE DEPARTMENT

To: Mayor and Town Council

From: Kelly Neal, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and act upon a resolution authorizing various individuals as signers of specific accounts and certain investment matters.

Description of Agenda Item:

This item supersedes the actions taken at the December 10, 2013, May 12, 2015, and June 23, 2015 Council meetings, which authorized signatory authority for bank accounts, ACH and Wires, and investments. This item includes bank account signers, electronic funds transfers, and investment pools.

The following table summarizes the proposed authorizations:

Bank Accounts	ACH and Wires	Texpool/TexStar
Kelly Neal	Kelly Neal	Kelly Neal
Betty Pamplin	Betty Pamplin	Betty Pamplin
Harlan Jefferson	Harlan Jefferson	Harlan Jefferson

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. Texpool Resolution Amending Authorized Representative
3. TexStar Amending Resolution

Town Staff Recommendation:

Town staff recommends that the Town Council approve the Resolution authorizing various individuals as signers of specific accounts and certain investment matters.

Recommended Motion:

I move to approve the Resolution authorizing various individuals as signers of specific accounts and certain investment matters.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 16-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING VARIOUS INDIVIDUALS AS SIGNATORIES ON SPECIFIC ACCOUNTS AND CERTAIN INVESTMENT MATTERS; REPEALING RESOLUTION NOS. 13-65, ADOPTED ON OR ABOUT DECEMBER 10, 2013, 15-24, ADOPTED ON OR ABOUT MAY 12, 2015, AND 15-37, ADOPTED ON OR ABOUT JUNE 23, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, periodically the Town updates the list of specific individuals authorized to perform certain financial transactions on the Town's behalf; and

WHEREAS, it is the intent of the Town Council of the Town of Prosper, Texas, to authorize the following individuals to be signatories and take all appropriate and necessary actions relative to the following Town accounts.

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

SECTION 1

Town-approved signatories for current and possible future Independent Bank accounts and those of any other depository of the Town are hereby authorized to include the Town's Finance Director, the Town's Accounting Manager, and the Town Manager. Presently the incumbents for each position hereby authorized are Kelly Neal, Betty Pamplin, and Harlan Jefferson, respectively.

SECTION 2

The Town-approved signatories authorized to perform wire and ACH transfers include the Town's Finance Director, Town Accounting Manager, and Town Manager. Presently the incumbents for each position hereby authorized are Kelly Neal, Betty Pamplin, and Harlan Jefferson, respectively.

SECTION 3

The Town-approved signatories authorized to make financial transactions for the TexPool local government investment pool and TexSTAR local government pool include the Town's Finance Director, Town Accounting Manager, and Town Manager. Presently the incumbents for each position hereby authorized are Kelly Neal, Betty Pamplin, and Harlan Jefferson, respectively.

SECTION 4

Resolution Nos. 13-65, 15-24, and 15-37, approved on or about December 10, 2013, May 12, 2015, and June 23, 2015, respectively, are hereby repealed in their entirety.

SECTION 5

This Resolution shall be effective from and after its passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF OCTOBER, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

Town of Prosper

Participant Name*

7 7 2 9 4

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Kelly Neal

Name

Finance Director

Title

972-569-1019 / 972-569-1005 / kelly_neal@prospertx.gov

Phone/Fax/Email

Signature

2. Betty Pamplin

Name

Accounting Manager

Title

972-569-1009 / 972-569-1005 / betty_pamplin@prospertx.gov

Phone/Fax/Email

Signature

1. Resolution (continued)

3.
 Name

 Title

 Phone/Fax/Email

 Signature

4.
 Name

 Title

 Phone/Fax/Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

 Title

 Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ day _____, 20 ____.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

 Printed Name*

 Title*

ATTEST

Signature*

 Printed Name*

 Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:
 TexPool Participant Services
 1001 Texas Avenue, Suite 1400
 Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2



AMENDING RESOLUTION

WHEREAS, Town of Prosper, Texas

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

- 1. Name: Kelly Neal Title: Finance Director
 Signature: _____ Phone: 972-569-1019
 Email: kelly_neal@prospertx.gov
- 2. Name: Betty Pamplin Title: Accounting Manager
 Signature: _____ Phone: 972-569-1009
 Email: betty_pamplin@prospertx.gov
- 3. Name: Harlan Jefferson Title: Town Manager
 Signature: _____ Phone: 972-569-1010
 Email: harlan_jefferson@prospertx.gov
- 4. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Kelly Neal

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: Liz McDonald Title: Accountant
 Signature: _____ Phone: 972-569-1008
 Email: liz_mcdonald@prospertx.gov

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED October 25, 2016

Town of Prosper, Texas

 (NAME OF PARTICIPANT)

SIGNED BY: _____
 (Signature of official)

Ray Smith, Mayor

 (Printed name and title)

ATTESTED BY: _____
 (Signature of official)

Robyn Battle, Town Secretary

 (Printed name and title)

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

AUTHORIZED SIGNER



PARKS & RECREATION

To: Mayor and Town Council
From: Paul Naughton, RLA, Landscape Architect
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for the construction of Frontier Park North Field Improvements between the Town of Prosper and Collin County.

Description of Agenda Item:

Town staff submitted an application to the Parks and Open Space Grant Program with Collin County on June 28, 2016, requesting \$500,000 towards the construction of Frontier Park North Field Improvements project. On September 27, 2016, the Collin County Park Foundation Advisory Board, on behalf of the Collin County Commissioners Court, informed the Town of Prosper that it had been awarded \$375,000 to be used towards the construction of the hike and bike trail, pedestrian bridge, and playground.

The Interlocal Agreement (ILA) is attached to this staff report and must be executed by the Town prior to funds being expended for the construction. The ILA outlines the terms associated with the acceptance of the \$375,000 in funding, which includes the posting of a project sign on the site, the submittal of quarterly reports to the County, and a final itemized list of expenditures for reimbursement.

In addition to the Collin County funding, the Town was awarded \$500,000 from Texas Parks and Wildlife on March 24, 2016, towards the construction of Frontier Park North Field Improvements to be used towards the construction of the hike and bike trail, softball/baseball fields, and pavilion.

Budget Impact:

This dollar-for-dollar matching grant will provide the Town the sum of Three Hundred Seventy-Five Thousand dollars (\$375,000.00) towards the estimated project cost of Ten Million, Four Hundred, fifty-one thousand, two hundred twenty five dollars (\$10,451,225.00).

Legal Obligations and Review:

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

Attached Documents:

1. Interlocal Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an Interlocal Agreement for the construction of Frontier Park North Field Improvements between the Town of Prosper and Collin County.

Proposed Motion:

I move to authorize the Town Manager to execute an Interlocal Agreement for the construction of Frontier Park North Field Improvements between the Town of Prosper and Collin County.

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
TOWN OF PROSPER**

WHEREAS, the County of Collin, Texas (“County”) and the Town of Prosper (“Town”) desire to enter into an Agreement concerning improvements to Frontier Park in the Town of Prosper, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Town and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the Town and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

NOW, THEREFORE, this Agreement is made and entered into by the County and the Town upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The Town shall arrange for improvements to Frontier Park North, hereinafter called the “Project”.

ARTICLE II.

The Town shall prepare plans and specifications for improvements, accept bids, award a construction contract and administer the construction contract in accordance with all state statutory requirements. The Town shall provide the county with a copy of executed construction contract(s) for the Project. All improvements shall be in accordance with the plans and specifications approved by the Town. Changes to the Project which alter the initial funding set forth in Exhibit “A” must be reviewed by the Parks Foundation Advisory Board and approved by Commissioners Court.

ARTICLE III.

The Town will not expend assistance funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The Town estimates the total actual cost of the Project to be \$7,005,000.00. The County agrees to fund a portion of the total cost to construct improvements described in Exhibit "A" in an amount not to exceed **\$375,000.00**. The County shall reimburse the Town for invoices paid by the Town for costs related to items described in Exhibit "A" on a dollar for dollar matching basis. Should the Town receive funding or reimbursement from third party sources for items described in Exhibit "A", then the County's matching obligations shall be calculated so as to exclude such third-party funding amounts. Alternative payment schedules would require Commissioners Court approval.

ARTICLE V.

Collin County's dollar for dollar matching participation in this project shall not exceed \$375,000.00 as indicated in Article IV above. The Town shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

The Town shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The Town shall also provide **before, during and after photos** and **quarterly progress reports** in electronic format or via US mail to the contact identified on Exhibit "A". Following completion of the project, the Town shall provide **an itemized final accounting of expenditures** including in-kind services or donations for the project. All projects for which the County has provided funds through its 2007 Parks and Open Space Bond Program must remain open and accessible to all County residents.

ARTICLE VII.

The Town and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Date: _____
Executed on this ____ day of _____,
20 __, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____
County Bond Project 07PG94

ATTEST:

By: _____
Name: Robyn Battle
Title: Town Secretary
Date: 10-25-16

TOWN OF PROSPER

By: _____
Name: Harlan Jefferson
Title: Town Manager
Date: 10-25-16
Executed on behalf of the Town of
Prosper pursuant to Town
Council Resolution No. N/A

APPROVED AS TO FORM:

By: _____
Name: Terrence Welch
Title: Town Attorney
Date: 10-25-16

EXHIBIT "A"

The County will provide funding assistance for the following:

- Concrete trail (Item 1)
- Pedestrian bridge (Item 2)
- Playground (Item 5)

Total funding

\$375,000.00

Contact Information

Request for reimbursement submitted to:

Collin County Special Projects
 Teresa Nelson
 4690 Community Avenue, Suite 200
 McKinney, Texas 75071
 972-548-3744

Submission of electronic photos and quarterly reports:

Teresa Nelson
tnelson@collincountytxas.gov

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: Paul Naughton

Address: 407 E. First Street
Prosper, TX 75078

Phone: 972-569-1063

Fax: 972-347-9006

Email: paul_naughton@prospertx.gov



PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan.

Description of Agenda Item:

Attached is the Site Plan acted on by the Planning & Zoning Commission at their October 18, 2016, meeting. Per the Town's Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Site Plan for the Northwest corner of First Street and Church Street

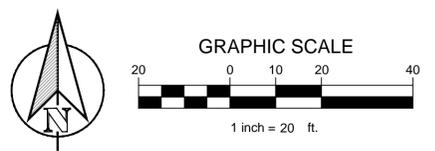
Attachment Summary:

Project Name	Type	Location	Building Size	Existing/ Proposed Uses	Known Tenant(s)
Prosper Office Building	Site Plan	Northwest corner of First Street and Church Street	4,550 square foot	Office	Unknown

Town Staff Recommendation:

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

NO.	DATE	REVISION	BY



VICINITY MAP
 N.T.S.

- TOWN OF PROSPER SITE PLAN GENERAL NOTES:**
- 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 CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE 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.
 - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

LEGEND

+	EX. FIRE HYDRANT
⊕	FIRE HYDRANT
WM	WATER METER
T	TRANSFORMER
[Pattern]	HEAVY DUTY CONCRETE PAVEMENT
[Pattern]	STANDARD DUTY CONCRETE PAVEMENT
[Pattern]	PROPOSED SIDEWALK

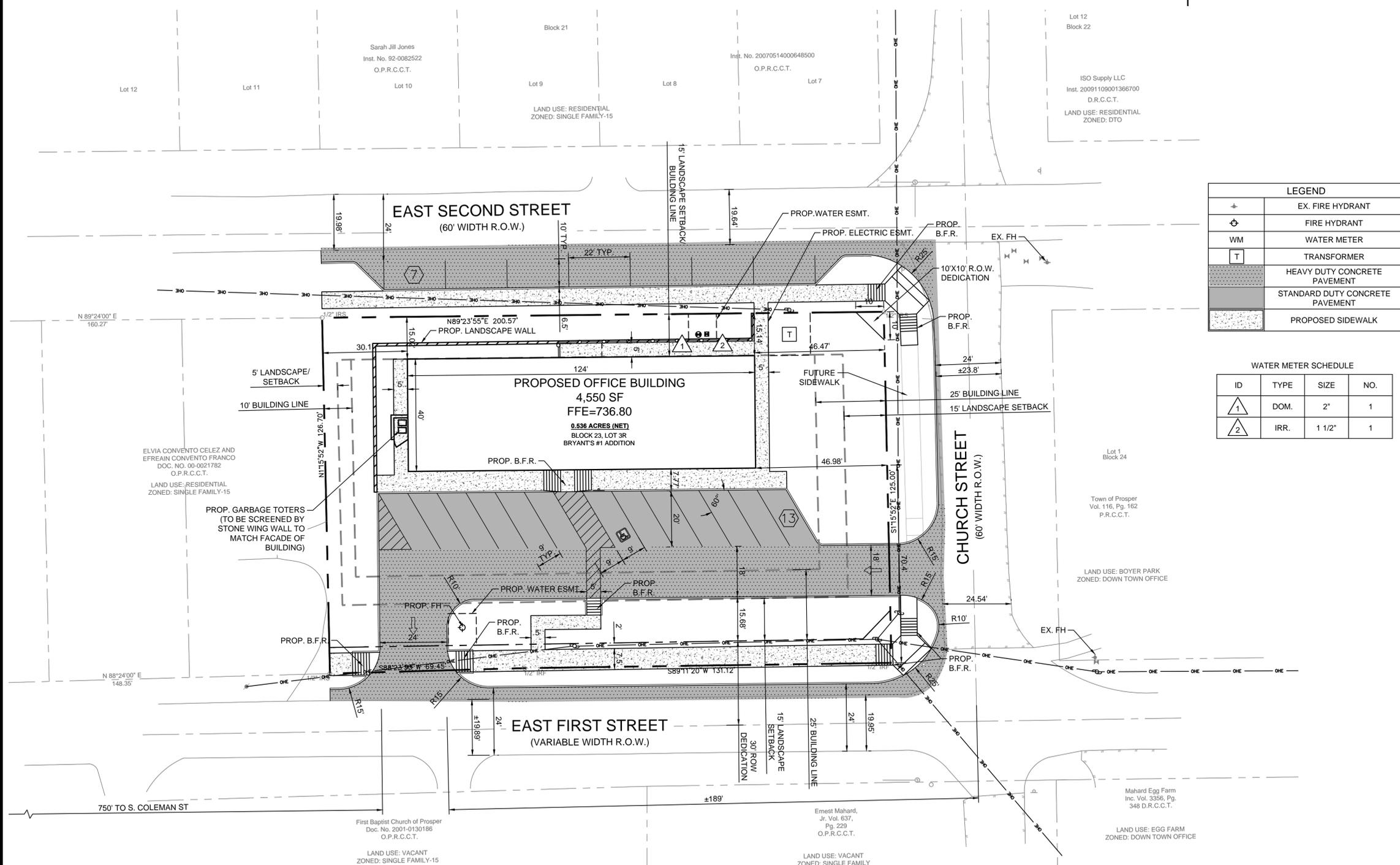
WATER METER SCHEDULE

ID	TYPE	SIZE	NO.
1	DOM.	2"	1
2	IRR.	1 1/2"	1

FLOOD PLAIN NOTE

ACCORDING TO MAP NO. 48085C0235J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

"NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE"



SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG. HGT. (FT)	LOT COVERAGE		FLR AREA RATIO		PARKING		HANDICAP SP.		TOTAL IMPERVIOUS (SQ FT)	LANDSCAPING		OPEN SPACE			
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ. (1 PER 350 SQ FT)		REQ.	PROV.	REQ. (15 SF PER PARKING SPACE)	PROV.	REQ. (7% SITE AREA), SQ FT	PROV.
LOT 3R	DTO	PROFESSIONAL OFFICE	0.54	23,349	4,550	22'	55% MAX	19.5%	0.5:1 MAX	0.19	OFFICE (1 PER 350 SQ FT)	13	20	1	1	13,327	57%	300	10,022	1634.43	2,587

PLOTTED BY: JVALDFZ
 PLOT DATE: 10/11/2016 11:03 PM
 LOCATION: C:\EGNTTIE\SHARED\PROJECTS\2016-099 PROSPER 2ND AND CHURCH ST\CADD\SHEETS\SP-1 SITE PLAN.DWG
 LAST SAVED: 10/11/2016 11:01 PM

FILE NO. 2016-099



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon an ordinance rezoning 0.3± acre from Downtown Retail (DTR) to Planned Development-Downtown Retail (PD-DTR), located on the southwest corner of Main Street and Broadway Street. (Z16-0021).

Description of Agenda Item:

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Downtown Retail	Undeveloped and Professional Office	Old Town Core District – Main Street Retail
North	Downtown Retail	Restaurant (Cotton Gin Café)	Old Town Core District – Main Street Retail
East	Downtown Retail	Municipal Office (Prosper Town Hall)	Old Town Core District – Main Street Retail
South	Single Family-15	Town Athletic Fields	Old Town Core District – Green Space
West	Downtown Retail	(Lawn Tech)	Old Town Core District – Main Street Retail

Requested Zoning – The purpose of this request is to adopt development standards to accommodate a proposed office building which will have a retail/storefront appearance. The office will be a 1-story building, totaling 1,907 square feet. The limited size and dimensions of the tract necessitate a Planned Development District to accommodate the development. To achieve this, the applicant is proposing to adopt a series of PD exhibits, as described below:

- Exhibit A – Boundary survey of the property.
- Exhibit B – Statement of intent and purpose.
- Exhibit C – Development standards, which require development in accordance with the Downtown Retail District. To accommodate the development, the applicant is requesting a reduction in the required minimum lot area, width, and depth to be able to subdivide the original lot into two (2) lots for separate ownership. The existing building to the north will be on a separate lot as shown on Exhibit D. The proposed development standards also allow for the elimination of perimeter landscaping which is not needed in this location.
- Exhibit D – Conceptual layout, which depicts the location of the proposed building and the on-street parking, which will be constructed by the Town. The proposed building will be located at the edge of the ultimate Main Street right-of-way and will include a 15-foot sidewalk, in accordance with the vision of downtown, as set forth in the Comprehensive Plan. Access will be provided from Main Street.
- Exhibit E – Development schedule.
- Exhibit F – Architectural renderings, which depict the style and material of the proposed building. The building will consist primarily of brick construction with an articulated flat roof and storefront appearance addressing the street, in accordance with the vision of downtown, as set forth in the DTR District.

The following are pictures of the site for reference:





Future Land Use Plan – The Future Land Use Plan recommends Old Town Core District – Main Street Retail. The proposed rezoning request is in conformance with the Future Land Use Plan.

Thoroughfare Plan – The property has direct access to Main Street. Main Street is a collector-type roadway but is not depicted on the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water and sanitary sewer services have been extended to the property.

Access – Access to the property will be provided from Main Street.

Schools – This property is served by the Prosper Independent School District (PISD). Due to the limited size of the tract, a school cannot feasibly be built on this tract.

Parks – This property is not needed for the development of a park.

Environmental Considerations – There is no 100-year floodplain located on the property.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by state law. To date, Town staff has received one Public Hearing Notice Reply Form; not in opposition to the request. Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attached Documents:

1. Aerial and Zoning Map
2. Ordinance
3. Exhibits A, B, C, D, E and F
4. Old Town Inset Map
5. Public Hearing Notice Reply Form

Planning & Zoning Commission Recommendation:

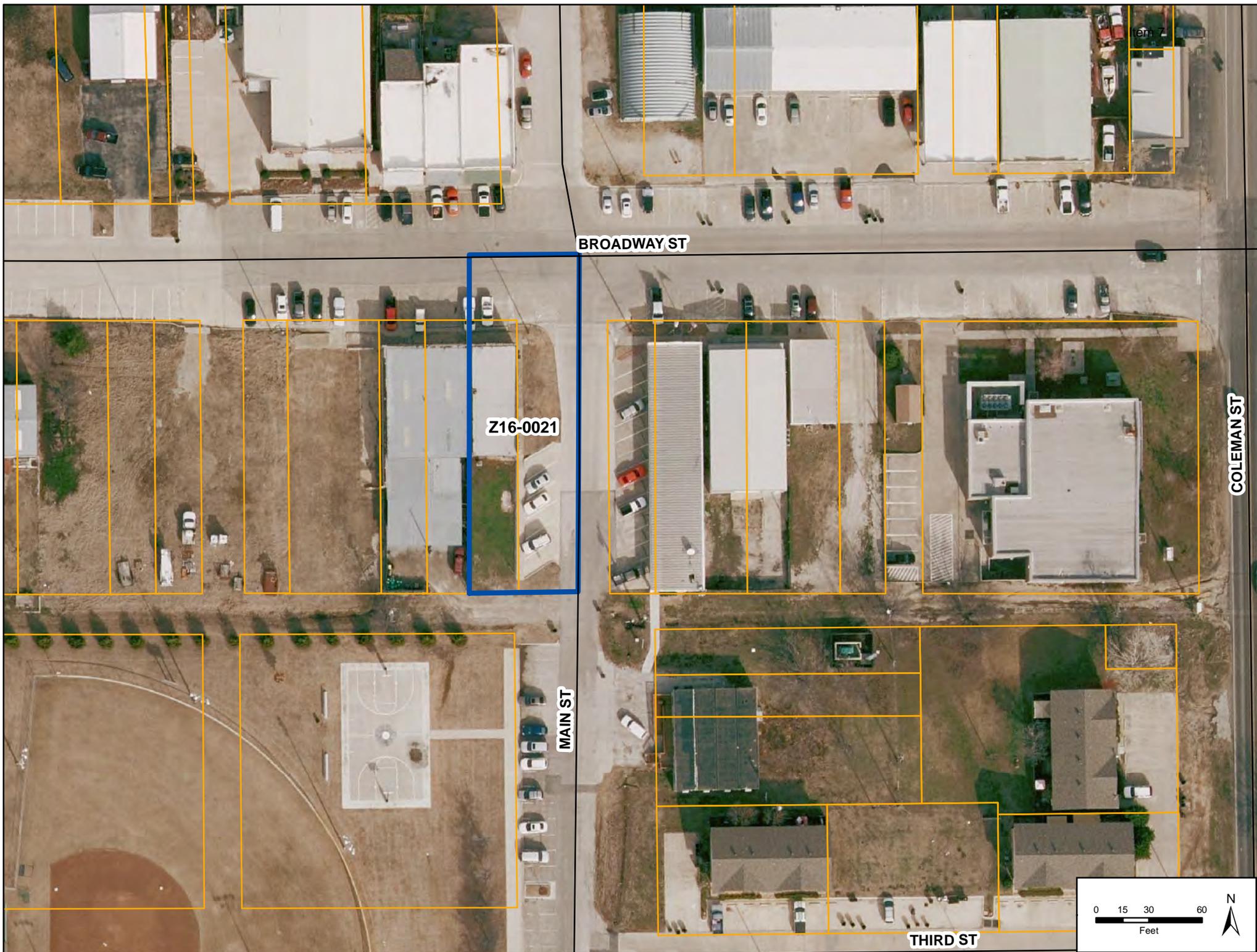
At their October 4, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-0.

Town Staff Recommendation:

Town staff recommends the Town Council approve the rezoning request and accompanying ordinance.

Town Council Public Hearing:

I move to approve an ordinance rezoning 0.3± acre from Downtown Retail (DTR) to Planned Development-Downtown Retail (PD-DTR), located on the southwest corner of Main Street and Broadway Street.



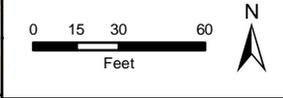
BROADWAY ST

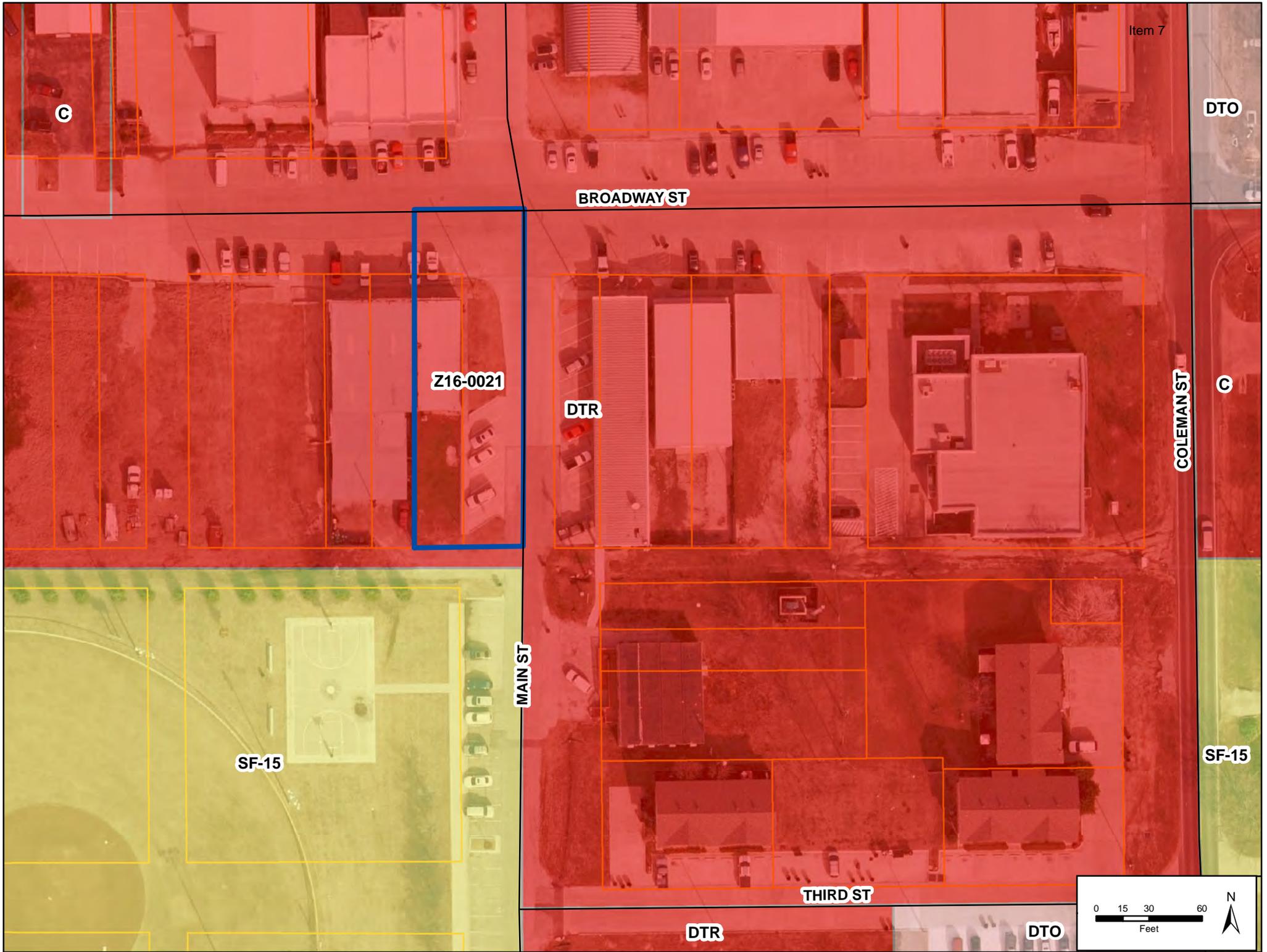
Z16-0021

MAIN ST

COLEMAN ST

THIRD ST





Item 7

C

DTO

BROADWAY ST

Z16-0021

DTR

COLEMAN ST

C

SF-15

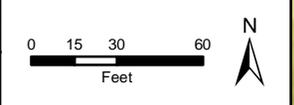
MAIN ST

SF-15

THIRD ST

DTR

DTO



TOWN OF PROSPER, TEXAS

ORDINANCE NO. 16-__

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20; REZONING A TRACT OF LAND CONSISTING OF 0.307 ACRE, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, HERETOFORE ZONED DOWNTOWN RETAIL (DTR) IS HEREBY AMENDED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-DOWNTOWN RETAIL (PD-DTR); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that Zoning Ordinance No. 05-20 should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Wisdom Index, LLC ("Applicant") to rezone 0.307 acre of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas; and

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

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

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

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

SECTION 1

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

SECTION 2

Amendments to Zoning Ordinance No. 05-20. Zoning Ordinance No. 05-20 is amended as follows: The zoning designation of the property containing 0.307 acre of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-Downtown Retail (PD-DTR). The Property as a whole and for this zoning classification is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim.

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; and 5) the conceptual elevations, attached hereto as Exhibits F, which are incorporated herein for all purposes as if set forth verbatim.

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

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance No. 05-20, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force

and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF OCTOBER, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Z16-0021

EXHIBIT B

STATEMENT OF INTENT AND PURPOSE

New construction is intended to be a high quality, commercial office building compatible with current downtown retail zoning and surrounding uses. The office will serve as a wealth management office to serve and enhance the quality of life for Prosper residents and other persons in the Dallas- Fort Worth Metroplex.

Z16-0021

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.

1. Except as noted below, the Tract shall develop in accordance with the Downtown Retail (DTR) District, as it exists or may be amended.
2. Development Plans
 - A. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibit D.
 - B. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibit F.
3. Regulations
 - A. Size of Yard:
 1. Minimum Front Yard: None.
 - a. The projections permitted beyond the property line, as outlined in the DTR District, as it exists or may be amended, shall apply.
 2. Minimum Side Yard: None.
 3. Minimum Rear Yard: None.
 - B. Size of Lots:
 1. Minimum Size of Lot Area: Fifteen hundred (1,500) square feet.
 2. Minimum Lot Width: Twenty five (25) feet.
 3. Minimum Lot Depth: Twenty five (25) feet.
 - C. Landscape Setback:
 1. Minimum Front: None.
 2. Minimum Side: None.
 3. Minimum Rear: None.

Z16-0021

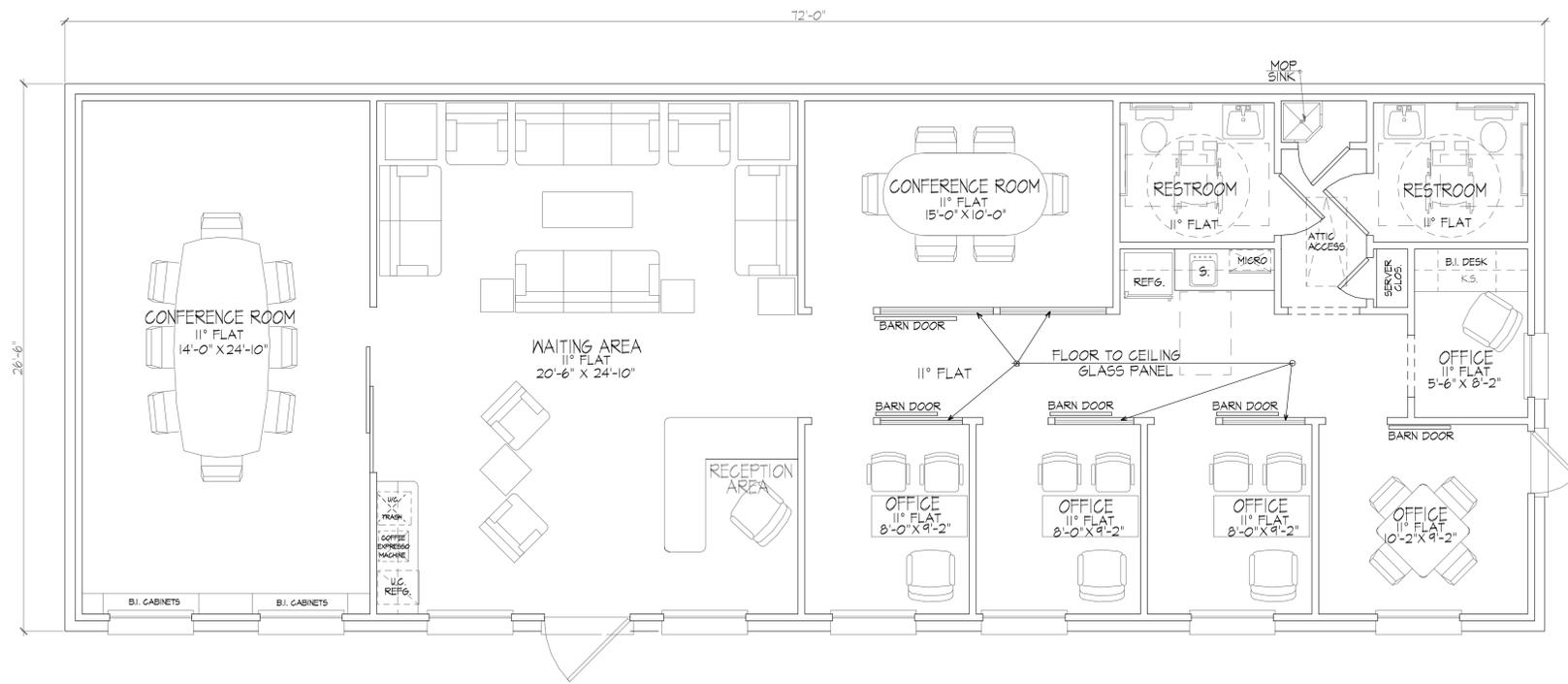
EXHIBIT E

DEVELOPMENT SCHEDULE

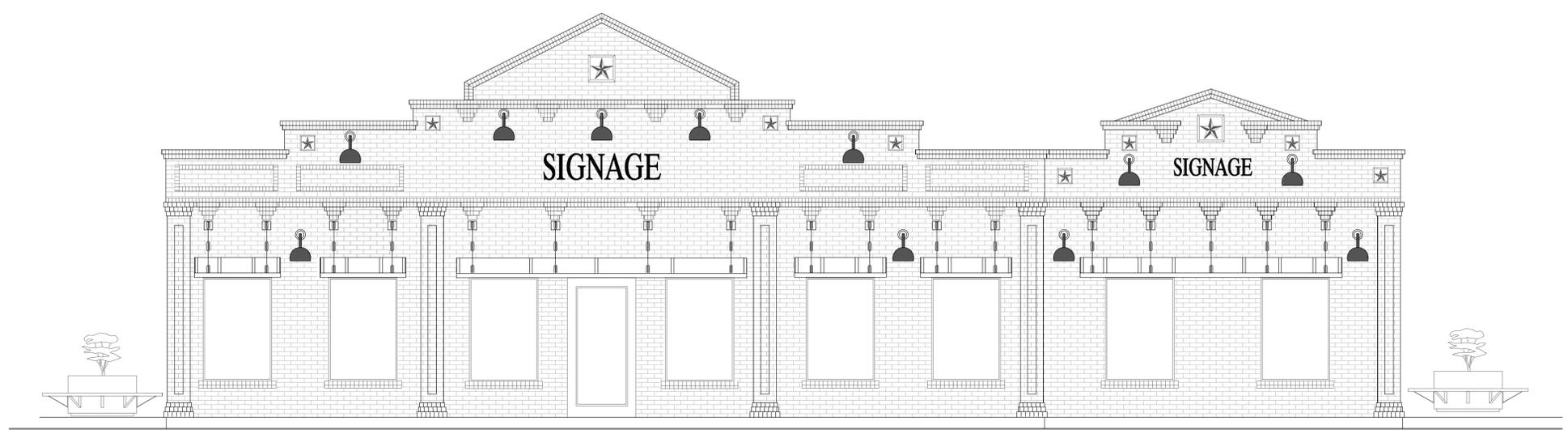
It is anticipated that construction of the Wisdom Index building will begin February 2017.

REVISIONS

Note: The safe, safe, and approved construction methods, materials, and equipment shall be used. All work shall be thoroughly checked and field verified completely by the builder and/or person in authority of the supervisor of construction, all contractors, and sub-contractors. Any discrepancy, errors, and/or omissions, if found by the person in authority, contractor, or sub-contractor, is to be brought to the attention of the architect immediately. No construction work is to be performed or materials purchased.



FLOOR PLAN • COPYRIGHT 2016 • DESIGN SERVICES • BY WILLIAM C. BROWN • AREA=1,908 FT²
 SCALE: 1/4"=1'-0"



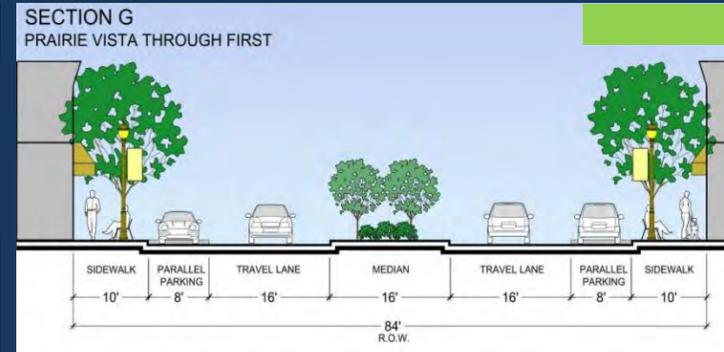
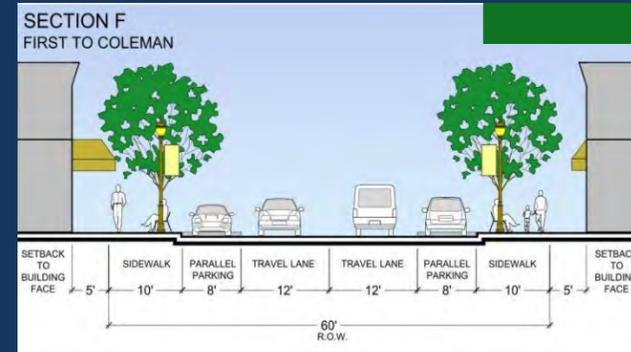
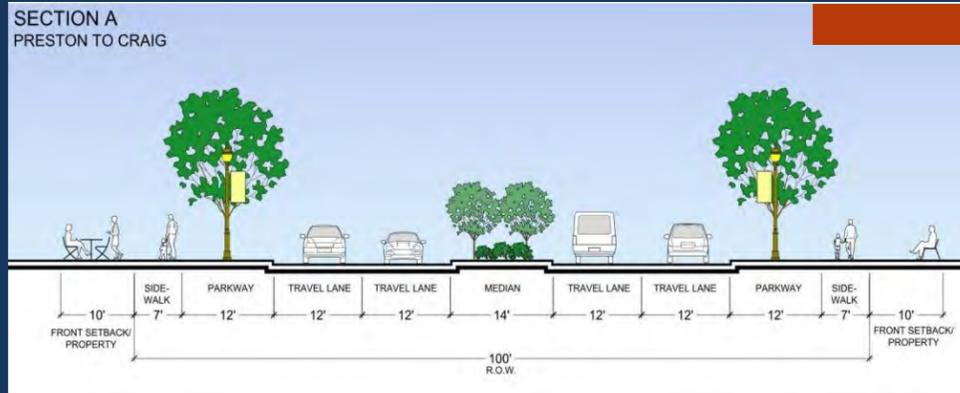
FRONT ELEVATION • COPYRIGHT 2016 • DESIGN SERVICES • BY WILLIAM C. BROWN •
 SCALE: 1/4"=1'-0"

DESIGN SERVICES
 by WILLIAM C. BROWN
 COPYRIGHT 2016
 820 N. CARROLL DENTON, TX 76201 TEL: (940) 565-0520
 WILLIAM C. BROWN

DAVIDSON COMMERCIAL
 BUILDING
 201 BROADWAY-PROSPER-TEXAS-75078

A-1

Old Town Transportation Plan



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

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

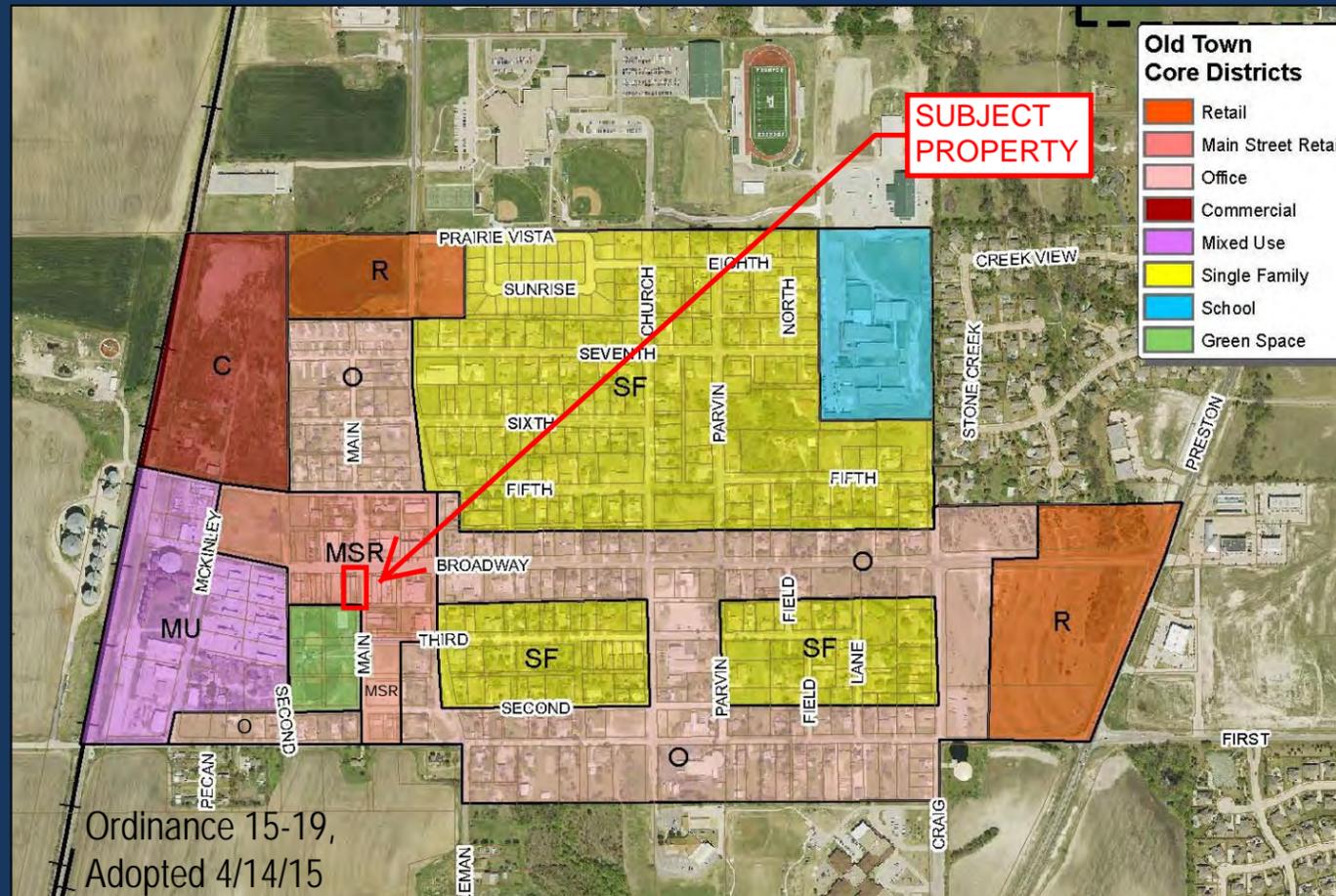
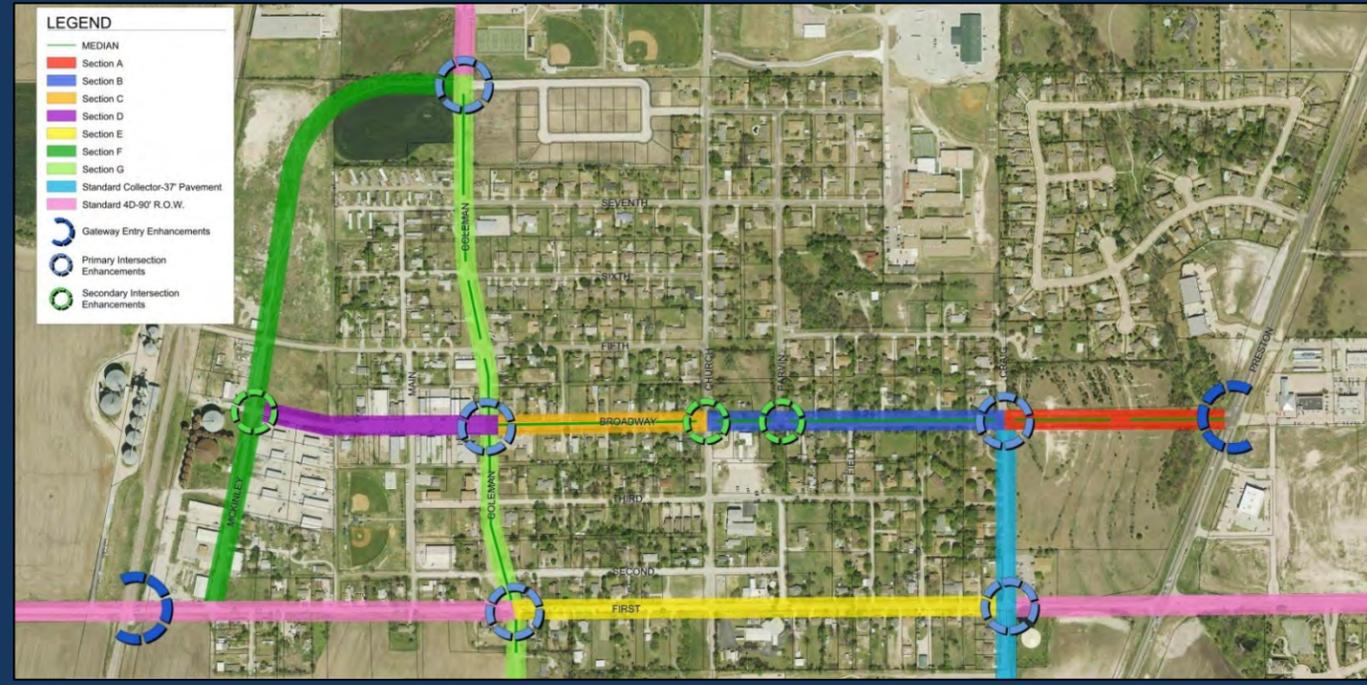
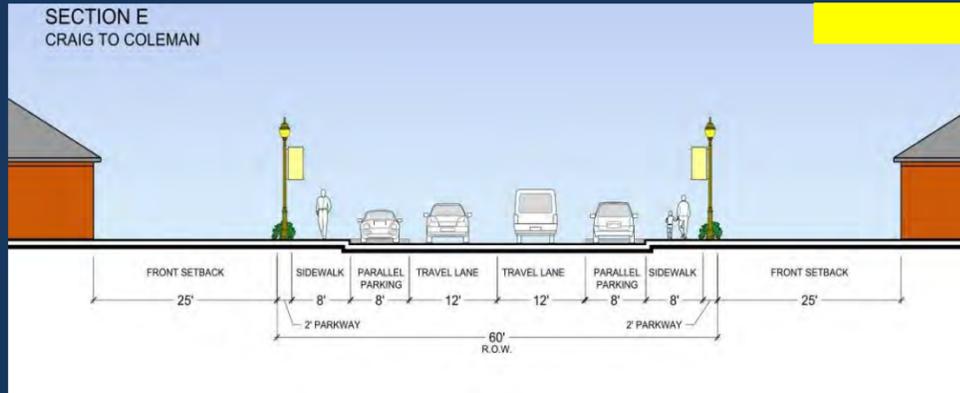
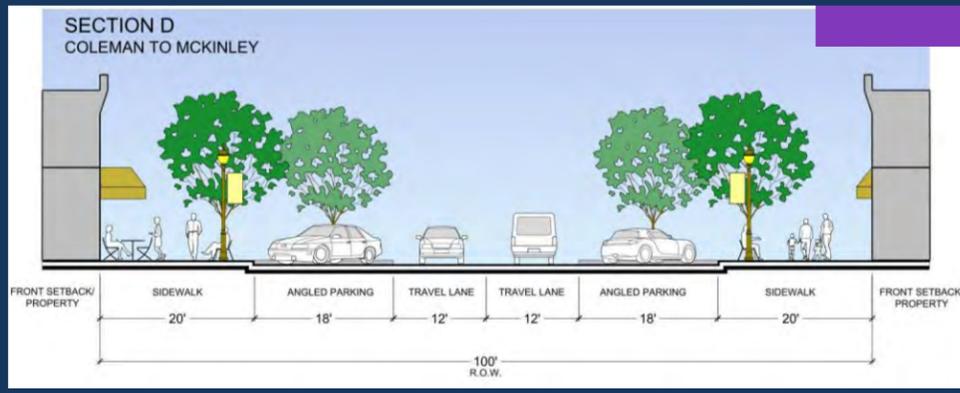
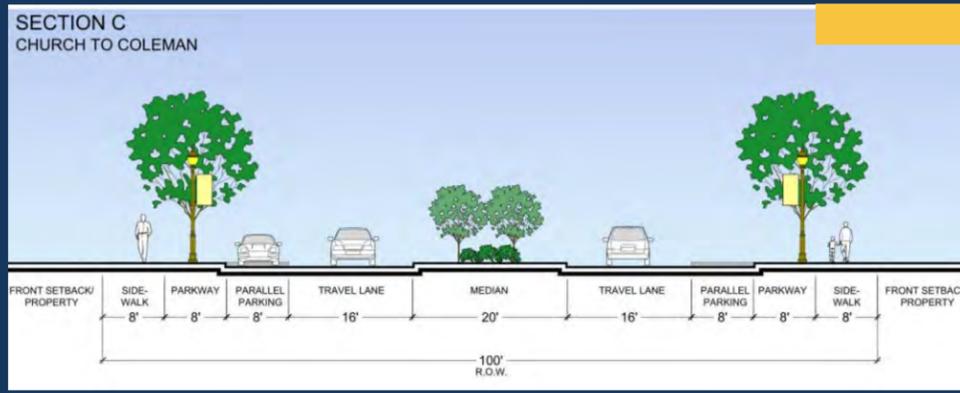
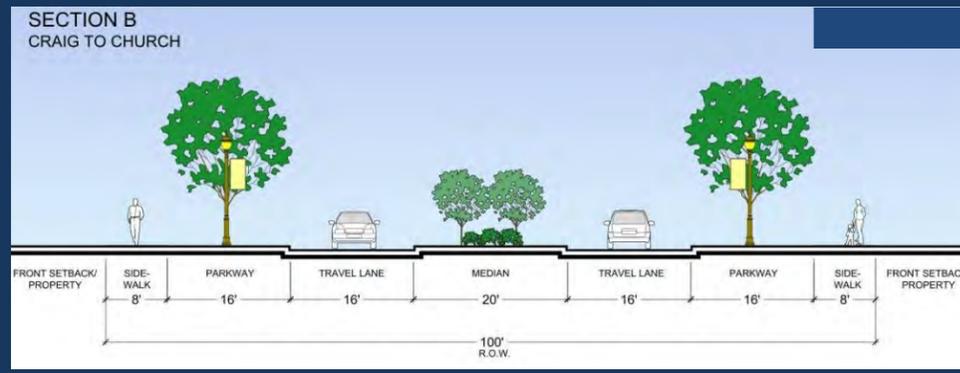
Section C: Two lane divided boulevard with a large center median containing landscaping. On-street parallel parking is permitted and a landscaped parkway separates pedestrians from traffic.

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

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

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

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



Ordinance 15-19, Adopted 4/14/15

Land Use

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

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

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

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

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

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



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

REPLY FORM

SUBJECT:

Zoning Case Z16-0021: The Town of Prosper has received a request to rezone 0.3± acre, from Downtown Retail (DTR) to Planned Development – Downtown Retail (PD-DTR), to facilitate the development of an office building.

LOCATION OF SUBJECT PROPERTY:

The property is located on the southwest corner of Main Street and Broadway Street.

DESCRIPTION OF THE REQUEST:

The purpose of the request is to facilitate the development of an office building. The Planned Development (PD) District is a district that accommodates planned associations of uses developed as integral land use units such as offices, commercial or service centers, shopping centers, residential development of multiple or mixed housing (including attached single-family dwellings), or any appropriate combination of uses that may be planned, developed, or operated as integral land use units either by a single owner or a combination of owners.

- I **OPPOSE** the request as described in the notice of public hearing. If in opposition, please provide a reason for opposition.
- I **DO NOT OPPOSE** the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

G³M Investment

Name (please print)

P.O. Box 759

Address

Prosper

City, State, and Zip Code

William Gurley

Signature

27 Sept 2016

Date

GURLEYLTD1@AOL.COM

E-mail Address

RECEIVED

SEP 27 2016

**TOWN OF PROSPER
DEVELOPMENT SERVICES**



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District for Windsong Ranch Marketplace, on 46.6± acres, located on the northeast corner of US 380 and Gee Road. (MD16-0002).

History:

At the May 10, June 14, June 28, July 12, August 9, September 13, and September 27, 2016, meetings, the Town Council tabled this item per the applicant's request.

Description of Agenda Item:

As defined in the Sign Ordinance, a Special Purpose Sign District (SPSD) is an overlay district that allows an applicant the option of designating an area where signs may deviate from the underlying sign code regulations. Town Council has the authority to approve, conditionally approve, or deny requests for Special Purpose Sign Districts. Specifically, the purpose of this request is to allow:

- 1) two (2) unified development signs located within 750' of another unified development sign;
- 2) three (3) unified development signs permitted to encroach into the 1'-0" setback requirement;
- 3) increased wall sign height for the big box buildings (Kroger and Home Depot);
- 4) digital fuel pricing on an off-site unified development sign; and
- 5) digital fuel pricing on the proposed fuel canopy.

Per the Sign Code, unified development signs shall be located no closer than 750 feet. Per this requirement in this instance, a maximum of five (5) unified development signs would be permitted within the Windsong Ranch Marketplace development. Five (5) are proposed.

Of the five (5) signs, three (3) signs are proposed to be located along US 380 and will be a maximum of 20 feet in height, as permitted by the Sign Code. The two (2) remaining signs will be located along Gee Road and Windsong Parkway, respectively, and will be a maximum of twelve feet in height, in accordance with the Sign Code. However, the signs located along Gee Road and Windsong Parkway are proposed to be located within 750 feet of the unified development signs along US 380.

As shown on Exhibit C, unified development sign UD1 is less than 750 feet from unified development sign UD2, and unified development sign UD5 is less than 750 feet from unified development sign UD4. The applicant has outlined the basis for this request in Exhibit B, which is generally due to the fact that the unified development signs are not on the same road frontage within the Windsong Ranch Marketplace development.

The three (3) unified development signs along US 380 are proposed to be permitted within the required 1'-0" setback due to restrictions placing the signs within the City of Irving waterline easement, which would allow the signs to be placed on the front property line.

The attached Building Elevation and Sign Details (Exhibits D-6 and D-18) show the elevations and details of the proposed wall signs. The proposed SPSP is requesting increased wall sign height for the Kroger and Home Depot. The applicant is proposing to increase the height of three (3) wall signs for Kroger. Two (2) wall signs are limited to a maximum of five (5) feet in height; the request is to increase the maximum sign height to 12'-6" and 8'-6", respectively. One (1) wall sign is limited to a maximum height of four (4) feet; the request is to increase the maximum sign height to five (5) feet.

The applicant is also proposing to increase one (1) wall sign on Home Depot from the permitted five feet to six feet. The applicant's basis for the request is to allow for wall signage that is more proportional in size to the scale of the buildings.

The requested deviations to the maximum height requirement for the wall signs for big box users are consistent with what have been previously approved for Special Purpose Sign Districts for the Gates of Prosper, Prosper Plaza, and the Shops at Prosper Trail developments.

The applicant is proposing digital fuel pricing signage on one (1) unified development sign, UD2, which is off-site, not located on the fuel center lot. Digital fuel pricing is only permitted on the lot on which the fuel center is located and is not permitted as off-site tenant signage on unified development signs. In addition, the applicant is proposing digital fuel pricing on the fuel center canopy which is not permitted by the Sign Code. The applicant is proposing digital fuel pricing on the unified development sign located on the fuel center lot, UD3, which is permitted by the Sign Code. Staff has concerns with the overabundance of digital fuel pricing within the Windsong Ranch Marketplace development. As an FYI, the Kroger at the Shops at Prosper Trail limited its fuel pricing to the sign on the fuel center lot and did not request signage on the canopy.

Staff believes the requested spacing and location of the proposed unified development signs are appropriate and supports the request for two (2) unified development signs to be located within 750 feet of another unified development sign. Staff also believes the existing parkway along US 380 is adequate to allow for encroachment of the setback. In addition, staff believes the proposed increased wall sign height on the big box buildings allow for proportionately sized signage and supports the proposed increase of the wall sign heights for the Kroger and Home Depot.

Staff believes the digital fuel pricing on the 20-foot high unified development sign on the fuel center lot provides adequate visibility to the public, which is permitted by the Sign Code. Staff recommends denial of the digital fuel pricing on the off-site unified development sign, UD2 and recommends denial of the digital fuel pricing on the fuel center canopy.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Sign Ordinance. Town staff has not received any Public Hearing Notice Reply Forms.

Attachments:

1. Aerial Map
2. Special Purpose Sign District Exhibits

Town Staff Recommendation:

Town staff recommends the following:

1. approval of the request for two (2) unified development signs to be located within 750 feet of another, as shown on Exhibit C,
2. approval of the request to allow for encroachment into the minimum setback;
3. approval of the increased wall sign height for the big box buildings,
4. denial of the digital fuel pricing on the off-site unified development signs, and
5. denial of the digital fuel pricing on the fuel canopy.

Proposed Motion:

I move to approve:

1. the request for two (2) unified development signs to be located within 750 feet of another,
2. the encroachment of the setback, as shown on Exhibit C, and
3. the increased wall sign height for the big box buildings

And I move to deny:

1. the digital fuel pricing on the off-site unified development signs, and
2. the digital fuel pricing on the fuel canopy.



Item 8

MILBY DR

LOCKWOOD DR

GEE RD

FM 423

W UNIVERSITY DR

MD16-0002

BLUESTEM DR

WINDSONG PKWY

HAWKINS LN

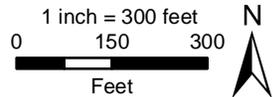


EXHIBIT A

Tract 1:

Whereas Northeast 423/380, Ltd., and Kroger Texas L.P. are the owners of all that certain 24.379 acre tract of land situated in the J. Saling Survey, Abstract Number 1675, and being a portion of that certain tract of land conveyed to Northeast 423/380, Ltd., according to the deed recorded under County Clerk Document Number 2014-64053, Official Public Records, Denton County, Texas, and being all that certain tract of land conveyed to Kroger Texas L.P., according to the deed recorded under County Clerk Document Number 2014-64057, said Official Public Records, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with plastic yellow cap stamped "Spiarseng" found for the most southerly Southeast corner of said Northeast tract, same being the South end of a corner clip at the Northwest intersection of the North right-of-way line of US Highway 380 (variable width right-of-way) and the West right-of-way line of Good Hope Road (variable width right-of-way);

THENCE along the North right-of-way line of said US Highway 380 as follows:
South 88 deg. 34 min. 34 sec. West, a distance of 785.14 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for the Southeast corner of aforesaid Kroger tract, same being the POINT OF BEGINNING;

South 88 deg. 34 min. 34 sec. West, passing the Southwest corner of said Kroger tract, same being in the South line of aforesaid Northeast tract, and continuing along the common line of said Northeast tract and said US Highway 380, a total distance of 1269.62 feet to a TXDOT Monument found for angle point;

South 89 deg. 05 min. 46 sec. West, a distance of 101.04 feet to a TXDOT Monument found for angle point;

South 89 deg. 17 min. 50 sec. West, a distance of 2.80 feet to a 1/2 inch iron rod set for the South end of a corner clip in the intersection of said US Highway 380 and Gee Road (variable width right-of-way);

THENCE North 46 deg. 37 min. 51 sec. West, along a West line of said Northeast tract and along said corner clip, a distance of 41.01 feet to a 1/2 inch iron rod set for the most northerly Southwest corner of the herein described tract, same being the North end of said corner clip, same being in the East line of said Gee Road,

THENCE along the East right-of-way line of said Gee Road as follows:

North 00 deg. 06 min. 39 sec. West, a distance of 169.98 feet to a 1/2 inch iron rod set for angle point;

North 03 deg. 55 min. 28 sec. West, a distance of 150.35 feet to a 1/2 inch iron rod set for angle point;

North 00 deg. 06 min. 39 sec. West, a distance of 607.60 feet to a 1/2 inch iron rod set for the Northwest corner of the herein described tract;

THENCE along the Northerly line of said Northeast tract as follows:

EXHIBIT A

Item 8

North 88 deg. 40 min. 10 sec. East, a distance of 168.65 feet to a 1/2 inch iron rod with plastic yellow cap stamped "Spiarseng" found for angle point;
South 76 deg. 05 min. 37 sec. East, a distance of 114.09 feet to a 1/2 inch iron rod set;
South 62 deg. 52 min. 46 sec. East, a distance of 248.99 feet to a 1/2 inch iron rod set;
North 88 deg. 34 min. 34 sec. East, passing the most northerly Northwest corner of aforesaid Kroger tract, and continuing along the North line of said Kroger tract, a total distance of 685.75 feet to a 1/2 inch iron rod set;

THENCE North 76 deg. 03 min. 31 sec. East, a distance of 48.28 feet to a 1/2 inch iron rod set for the Northeast corner of said Kroger tract;

THENCE along the easterly line of said Kroger tract and through the interior of said Northeast tract as follows:

South 01 deg. 25 min. 26 sec. East, a distance of 265.34 feet to a 1/2 inch iron rod set for the beginning of a curve to the right, having a radius of 165.00 feet and a delta angle of 10 deg. 58 min. 10 sec.;

Along said curve to the right, an arc distance of 31.59 feet and a chord bearing and distance of South 04 deg. 03 min. 39 sec. West, 31.54 feet to a 1/2 inch iron rod set for the beginning of a curve to the right, having a radius of 262.00 feet and a delta angle of 18 deg. 26 min. 52 sec.;

Along said curve to the right, an arc distance of 8.36 feet and a chord bearing and distance of South 18 deg. 46 min. 10 sec. West, 83.99 feet to a 1/2 inch iron rod set for the beginning of a curve to the right, having a radius of 100.00 feet and a delta angle of 14 deg. 42 min. 53 sec.;

Along said curve to the right, an arc distance of 25.68 feet and a chord bearing and distance of South 35 deg. 21 min. 03 sec. West, 25.61 feet to a 1/2 inch iron rod set for angle point;

South 42 deg. 42 min. 29 sec. West, a distance of 23.11 feet to a 1/2 inch iron rod set for angle point;

South 39 deg. 21 min. 02 sec. West, a distance of 18.93 feet to a 1/2 inch iron rod set for the beginning of a curve to the left, having a radius of 216.03 feet and a delta angle of 42 deg. 45 min. 24 sec.;

Along said curve to the left, an arc distance of 161.21 feet and a chord bearing and distance of South 20 deg. 01 min. 09 sec. West, 157.50 feet to a 1/2 inch iron rod set for angle point;

South 01 deg. 29 min. 22 sec. East, a distance of 43.36 feet to a 1/2 inch iron rod set for internal corner of the herein described tract;

North 88 deg. 32 min. 39 sec. East, a distance of 151.01 feet to a 1/2 inch iron rod set for internal corner of the herein described tract;

North 01 deg. 27 min. 23 sec. West, a distance of 19.18 feet to a 1/2 inch iron rod set for angle point;

North 88 deg. 32 min. 39 sec. East, a distance of 78.56 feet to a 1/2 inch iron rod set for angle point;

South 01 deg. 27 min. 23 sec. East, a distance of 19.18 feet to a 1/2 inch iron rod set for angle point;

EXHIBIT A

Item 8

North 88 deg. 32 min. 38 sec. East, a distance of 64.65 feet to a 1/2 inch iron rod set for corner;

South 01 deg. 27 min. 21 sec. East, a distance of 201.68 feet to the POINT OF BEGINNING and containing 1,061,867 square feet or 24.379 acres of computed land, more or less.



EXHIBIT A

Tract 2

Being all that certain 20.862 acre tract of land situated in the J. L. Saling Survey, Abstract Number 1675, and being a portion of that certain tract of land conveyed to TVG Texas I, LLC according to the deed recorded under County Clerk Document Number 2012-59927, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic yellow cap stamped "Spiarseng" found for the most southerly Southeast corner of said TVG Texas tract, same being the South end of a corner clip at the Northwest intersection of the North right-of-way line of US Highway 380 (variable width right-of-way) and the West right-of-way line of Windsong Parkway South (Document Number 2014-248) (variable width right-of-way);

THENCE along the South line of said TVG Texas tract and the North right-of-way line of said US Highway 380 as follows:

South 88 deg. 34 min. 34 sec. West, a distance of 785.14 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for a Southwest corner of the herein described tract;

THENCE through the interior of said TVG Texas tract as follows:

North 01 deg. 27 min. 21 sec. West, a distance of 201.68 to a 1/2 inch iron rod set for internal corner;

South 88 deg. 32 min. 39 sec. West, a distance of 64.65 feet to a 1/2 inch iron rod set for angle point;

North 01 deg. 27 min. 23 sec. West, a distance of 19.18 feet to a 1/2 inch iron rod set for angle point;

South 88 deg. 32 min. 39 sec. West, a distance of 78.56 feet to a 1/2 inch iron rod set for angle point;

South 01 deg. 27 min. 23 sec. East, a distance of 19.18 feet to a 1/2 inch iron rod set for angle point;

South 88 deg. 32 min. 39 sec. West, a distance of 151.01 feet to a 1/2 inch iron rod set for a South corner of the herein described tract;

North 01 deg. 29 min. 22 sec. West, a distance of 43.36 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 216.03 feet and a delta angle of 42 deg. 45 min. 24 sec.;

Along said curve to the right, an arc length of 161.21 feet and a chord bearing and distance of North 20 deg. 01 min. 09 sec. East, 157.50 feet to a 1/2 inch iron rod set for angle point;

North 39 deg. 21 min. 02 sec. East, a distance of 18.93 feet to a 1/2 inch iron rod set for angle point;

North 42 deg. 42 min. 29 sec. East, a distance of 23.11 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 100.00 feet and a delta angle of 14 deg. 42 min. 53 sec.;

EXHIBIT A

Item 8

Along said curve to the left, an arc length of 25.68 feet and a chord bearing and distance of North 35 deg. 21 min. 03 sec. East, 25.61 feet to 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 262.00 feet and a delta angle of 18 deg. 26 min. 52 sec.;

Along said curve to the left an arc length of 84.36 feet and a chord bearing and distance of North 18 deg. 46 min. 10 sec. East, 83.99 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 165.00 feet and a delta angle of 10 deg. 58 min. 10 sec.;

Along said curve to the left an arc length of 31.59 feet and a chord bearing and distance of North 04 deg. 03 min. 39 sec. East, 31.54 feet to a 1/2 inch iron rod set for angle point; North 01 deg. 25 min. 26 sec. West, a distance of 265.34 feet to a 1/2 inch iron rod set for the Northwest corner of the herein described tract;

North 76 deg. 03 min. 31 sec. East, a distance of 26.33 feet to a 1/2 inch iron rod set for angle point;

South 83 deg. 20 min. 45 sec. East, a distance of 109.69 feet to a 1/2 inch iron rod set for angle point;

North 39 deg. 51 min. 50 sec. East, a distance of 86.56 feet to a 1/2 inch iron rod with plastic yellow cap stamped "Spiarseng" found for angle point;

North 72 deg. 47 min. 00 sec. East, a distance of 151.17 feet to a 1/2 inch iron rod set for angle point;

North 73 deg. 50 min. 45 sec. East, a distance of 132.35 feet to a 1/2 inch iron rod with plastic yellow cap stamped "Spiarseng" found for angle point;

South 84 deg. 05 min. 32 sec. East, a distance of 101.58 feet to a 1/2 inch iron rod set for angle point;

North 81 deg. 05 min. 17 sec. East, a distance of 97.62 feet to a 1/2 inch iron rod set for angle point;

North 57 deg. 35 min. 24 sec. East, a distance of 144.66 feet to a 1/2 inch iron rod with plastic yellow cap stamped "Spiarseng" found for angle point;

North 82 deg. 34 min. 18 sec. East, a distance of 78.09 feet to a 1/2 inch iron rod set for angle point;

North 69 deg. 27 min. 06 sec. East, a distance of 92.54 feet to a 1/2 inch iron rod with plastic yellow cap stamped "Spiarseng" found for angle point;

North 52 deg. 39 min. 12 sec. East, a distance of 48.91 feet to a 1/2 inch iron rod set for the Northeast corner of the herein described tract, same being in the East line of said TVG Texas tract, same being in the West right-of-way line of aforesaid Windsong Parkway South, same being the beginning of a non-tangent curve to the right having a radius of 203.50 feet and a delta angle of 11 deg. 53 min. 50 sec.;

THENCE along the East line of said TVG Texas tract and the West right-of-way line of said Windsong Parkway South as follows:

In a Southwesterly direction and along said non-tangent curve to the right, an arc length of 42.26 feet and a chord bearing and distance of South 00 deg. 17 min. 14 sec. West, 42.18 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 226.50 feet and a delta angle of 10 deg. 21 min. 17 sec.;

EXHIBIT A

Item 8

Along said curve to the left, an arc distance of 40.93 feet and a chord bearing and distance of South 01 deg. 03 min. 30 sec. West, 40.88 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 566.00 feet and a delta angle of 15 deg. 22 min. 07 sec.;

Along said curve to the right, an arc distance of 151.82 feet and a chord bearing and distance of South 03 deg. 33 min. 54 sec. West, 151.36 feet to a 1/2 inch iron rod set for the beginning of a curve to the left, having a radius of 842.00 feet and a delta angle of 25 deg. 56 min. 28 sec.;

Along said curve to the left, an arc distance of 381.22 feet and a chord bearing and distance of South 01 deg. 43 min. 16 sec. East, 377.98 feet to a 1/2 inch iron rod set for the beginning of a curve to the right, having a radius of 1005.00 feet and a delta angle of 13 deg. 35 min. 06 sec.;

Along said curve to the right, an arc length of 238.29 feet and a chord bearing and distance of South 07 deg. 53 min. 58 sec. East, 237.73 feet to a 1/2 inch iron rod set for the beginning of a curve to the right, having a radius of 188.50 feet and a delta angle of 14 deg. 18 min. 56 sec.;

Along said curve to the right, an arc distance of 47.10 feet and a chord bearing and distance of South 06 deg. 03 min. 03 sec. West, 46.97 feet to a 1/2 inch iron rod set; South 13 deg. 12 min. 30 sec. West, a distance of 44.61 feet to a 1/2 inch iron rod set for the beginning of a curve to the left, having a radius of 291.50 feet and a delta angle of 10 deg. 22 min. 32 sec.;

Along said curve to the left, an arc distance of 52.79 feet and a chord bearing and distance of South 08 deg. 01 min. 14 sec. West, 52.72 feet to a 1/2 inch iron rod set for the beginning of a curve to the left, having a radius of 1111.50 feet and a delta angle of 03 deg. 43 min. 22 sec.;

Along said curve to the left, an arc distance of 72.22 feet and a chord bearing and distance of South 00 deg. 58 min. 17 sec. West, 72.21 feet to a 1/2 inch iron rod set for the North end of aforesaid corner clip at the Northwest intersection of the West right-of-way line of said Windsong Parkway South and the North right-of-way line of said US Highway 380;

THENCE South 43 deg. 56 min. 23 sec. West, along said corner clip, a distance of 40.08 feet to the POINT OF BEGINNING and containing 908,741 square feet or 20.862 acres of computed land, more or less.





Exhibit B Statement of Intent and Purpose

On behalf of UCD Real Estate, Comet Signs is requesting approval of a Special Purpose Sign District for the approved property of Windsong Ranch, located at 4650 West University Drive. This Special Purpose Sign District will only address the free-standing signage along West University Drive, Gee Road, and South Windsong Parkway, as well as the building signage for Kroger, Home Depot and the Kroger Fuel Center. All or any future submissions for signage at this property will follow the standard sign ordinance of the Town of Prosper.

We are requesting a special purpose sign district to allow the construction of five (5) unified type monument displays, Kroger Fuel Center signage, and larger than code allowance signage for both Kroger and Home Depot wall signs.

The requested signage was designed to provide minimum yet adequate visibility from West University Drive, South Windsong Parkway and Gee Road, providing much needed business identity while maintaining a unified visual harmony throughout the center.

Specifically, the proposed deviations to the Sign Ordinance are as follows:

- Additional Unified Developments, spaced less than 750 feet apart
Although UD1 and UD5 are less than 750 feet apart from UD2 and UD4, respectively, these signs are not on the same frontage as UD2 and UD4. UD1 is located on Gee Road frontage, and UD5 is located on Windsong Ranch frontage. The code allows for one unified development sign per street frontage. In addition, the Unified Developments are proposed to allow for encroachment into the 1'-0" setback due to restrictions with the City of Irving waterline easement.
- Digital fuel pricing signs located on off-site lots and on the fuel canopy
Due to the competitiveness of fuel pricing and the distance that these signs are separated from each other, the fuel pricing units will have greater exposure, thus driving more business to the location. In addition, Kroger uses thee electronic type price changes due to the ease of uploading prices from their corporate office, as opposed to relying on an on-site employee to change the pricing daily on a scrolling or static type display. We ask the council allow the fuel price changers in lieu of the Kroger Fuel logo.

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Buda, TX 78610
512 872 2800

3401 S. Alameda St.
Corpus Christi, TX 78411
361 210 3100

1336 S. Irving Heights Dr.
Irving, TX 75060
972 870 1594

2906 Greenhouse Rd.
Houston, TX 77084
281 492 6581

235 W. Turbo
San Antonio, TX 78216
210 341 7244



www.cometsigns.com

- Increased wall sign height
The sign sizes being requested are compatible with the Section 1.2 Special Purpose Sign District E(1) (a,b,& c) and give the tenant a proportionate size and scale of signage in comparison with the building, which is a total of 41' 8".

We appreciate your consideration in this matter.

Thank you,
Dean Kraus

Comet Signs
972-870-1594

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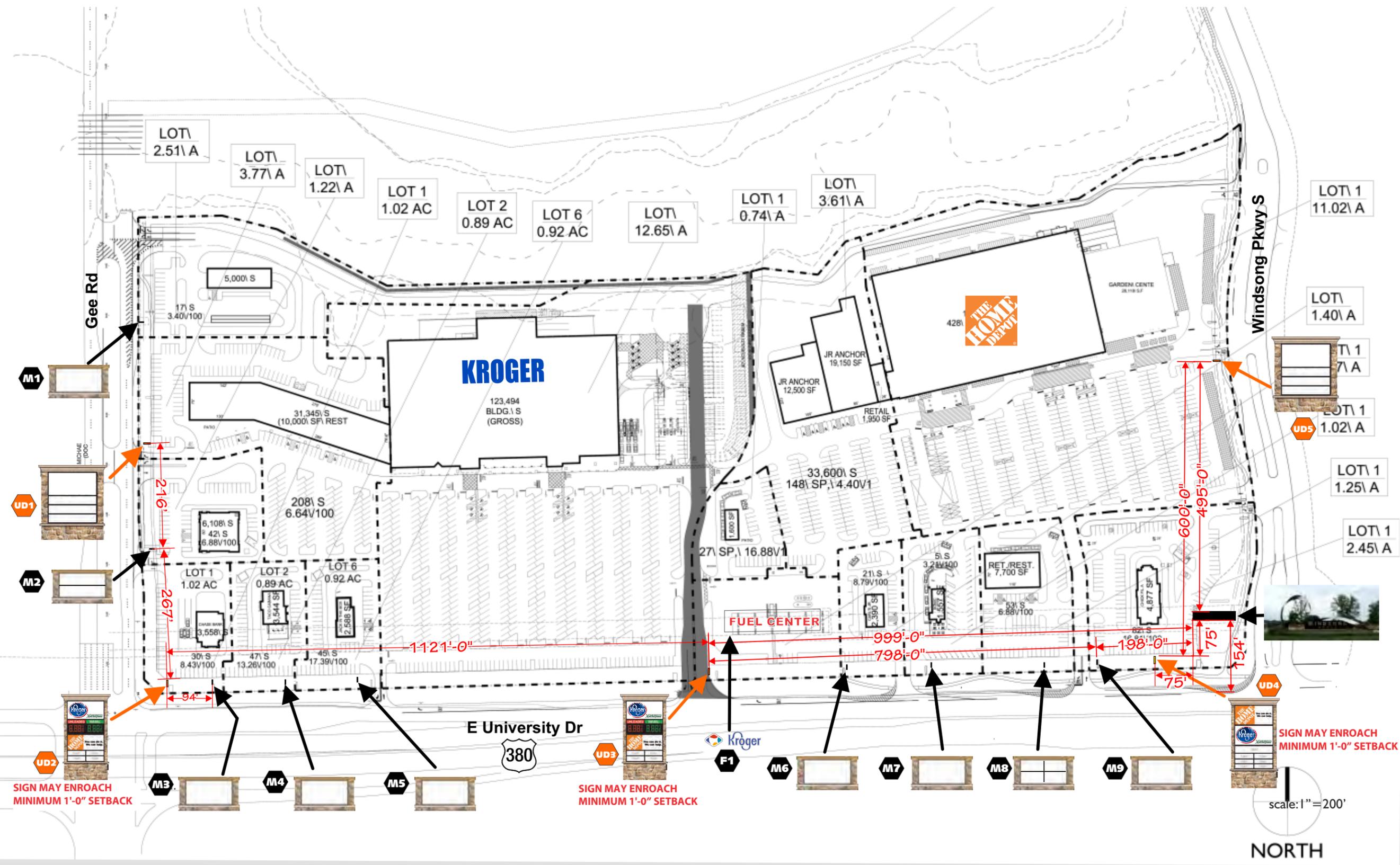
235 W. Turbo
San Antonio, TX 78216
210 341 7244

- Approved
- Approved As Noted
- Revise & Resubmit

By:
Date:

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson:
 Prj. Mngr.: M. Garcia
 Date: 6-2-2015
 Designer: B. Bowers /
 T. Davis
 File Name: 15-1767 -
 Kroger 589 Windsong
 Proposal #: 22386
 Job #: 16-1767

R35, 9-29-16, AS: Revise Kroger to Oval size



License #: 18010

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 San Antonio, TX 78216
 Ph.: (210) 341-7244

Dallas / Ft. Worth Branch
 1336 S. Irving Heights Dr.
 Irving, TX 75060
 Ph.: (972) 870-1594

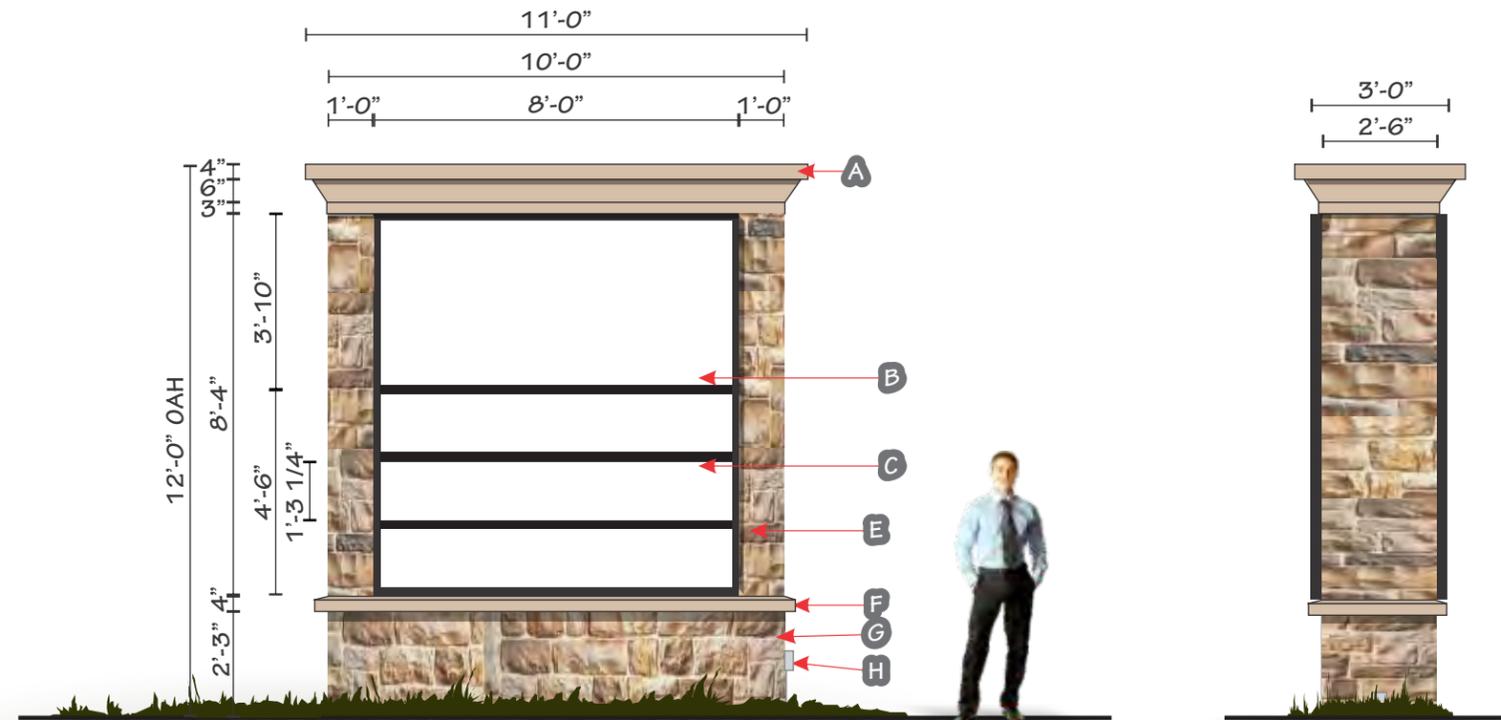
Houston Branch
 2906 Greenhouse Rd.
 Houston, TX 77084
 Ph.: (281) 492-6581

Austin Branch
 2457 S. Loop 4, Bldg. 1B
 Buda, TX 78610
 Ph.: (512) 872-2800



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- A** FAB. SHEET ALUM. CAP (PAINTED TO MATCH BUILDING TRIM).
- B** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT SIGN FACES. INT. ILLUM. W/ TB FLUORESCENT LIGHTING
- C** TENANT
- E** STONE VENEER TO MATCH BUILDING.
- F** CAST CONCRETE TRIM.
- G** STONE VENEER TO MATCH BUILDING.
- H** BELL BOX.



OPTION 1

LOCATED ON GEE RD. FRONTAGE

D/F SIGN ELEVATION

SCALE= 1/4"=1'-0"

SIDE VIEW



LOCATED ON WINDSONG
PKWY SOUTH FRONTAGE

REQUESTED DEVIATION FROM THE SIGN ORDINANCE:

LOCATED WITHIN 750' FROM ANOTHER UNIFIED DEVELOPMENT SIGN.

UD1 IS LOCATED 483' FROM UD2

UD5 IS LOCATED 600' FROM UD4

IMPORTANT DISCLAIMER: Site signage specification and sign positioning is based on information/data provided by the customer at time of drawing request. Any freestanding sign, to include signs defined as pylons, multi-tenant pylons, and monument signs may be subject to review as required by the City, County or governing body in which said property is positioned. Freestanding signs positioned in proximity to urban corridors, utility easements, overhead power lines, ROW Transmission lines, State Department of Transportation ROW and underground pipelines/fiber optic lines may also be subject to review in regards to setbacks or encroachment requirements by those specific entities.

NOTE: Steel and foundation for this sign to be determined based on site specific basis, local soil conditions, and wind load requirements.

120 SQ. FT. TOTAL STRUCTURE
66.64 SQ. FT. ACTIVE SIGN AREA



- Approved
- Approved As Noted
- Revise & Resubmit

By:

Date:

Client: Kroger

Location: Windsong Ranch,
Prosper, TX

Salesperson:

Prj. Mngr.: M. Garcia

Date: 6-2-2015

Designer: B. Bowers /
T. Davis

File Name: 15-1767 -

Kroger 589 Windsong

Proposal #: 22386

Job #: 16-1767

R35, 9-29-16, AS: Revise Kroger to Oval size



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Ph.: (281) 492-6581

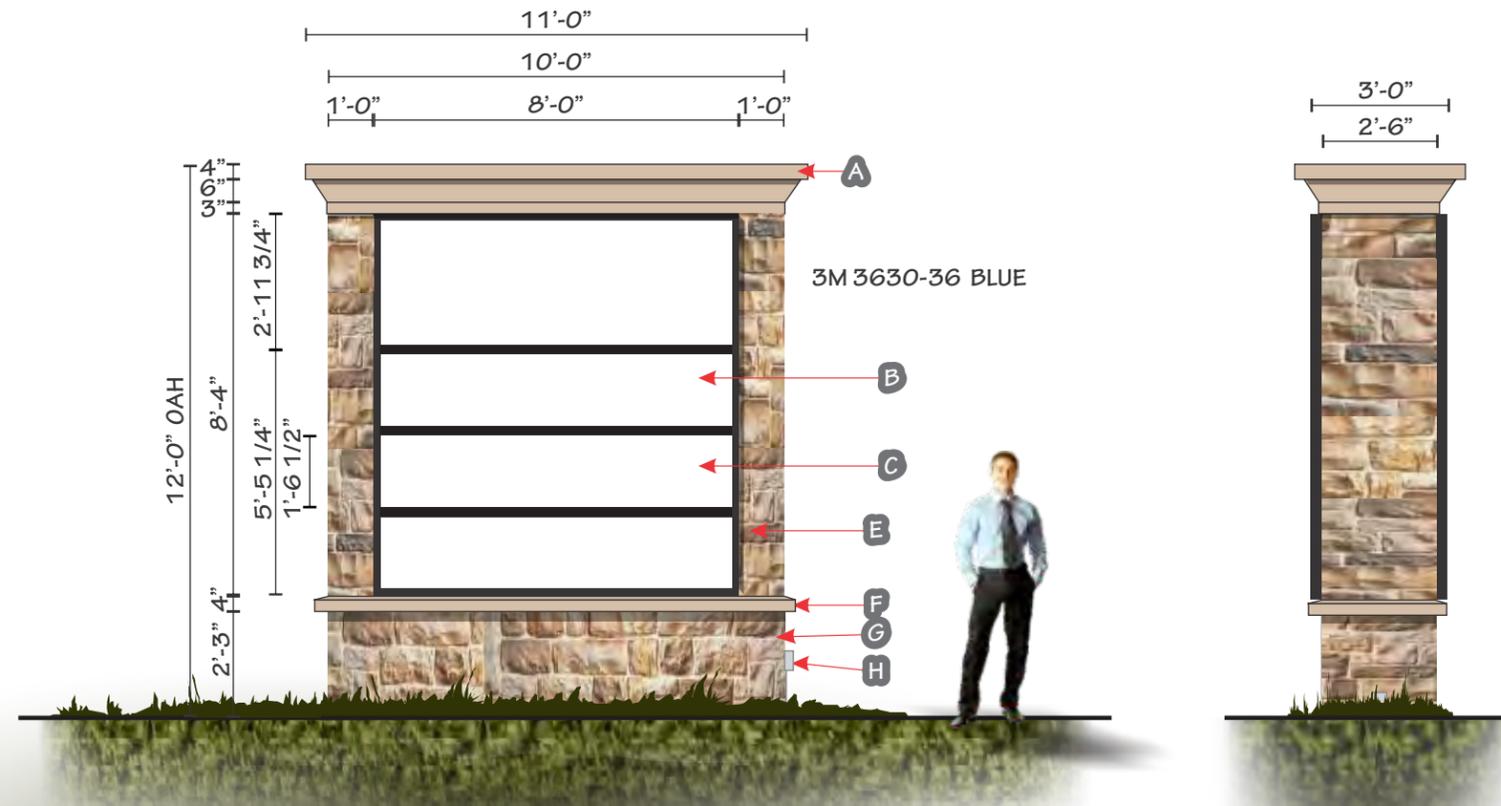
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Ph.: (512) 872-2800



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EXHIBIT - D-1

- A FAB. SHEET ALUM. CAP (PAINTED TO MATCH BUILDING TRIM).
- B FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT SIGN FACES. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING
- C TENANT
- E STONE VENEER TO MATCH BUILDING.
- F CAST CONCRETE TRIM.
- G STONE VENEER TO MATCH BUILDING.
- H BELL BOX.



OPTION 2

LOCATED ON GEE RD. FRONTAGE

D/F SIGN ELEVATION

SCALE= 1/4"=1'-0"

SIDE VIEW



LOCATED ON WINDSONG
PKWY SOUTH FRONTAGE

REQUESTED DEVIATION FROM THE SIGN ORDINANCE:

LOCATED WITHIN 750' FROM ANOTHER UNIFIED DEVELOPMENT SIGN.

UD1 IS LOCATED 483' FROM UD2

UD5 IS LOCATED 600' FROM UD4

120 SQ. FT. TOTAL STRUCTURE
66.64 SQ. FT. ACTIVE SIGN AREA

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NOTE: Steel and foundation for this sign to be determined based on site specific basis, local soil conditions, and wind load requirements.



- Approved
- Approved As Noted
- Revise & Resubmit

By:
Date:

Client: Kroger
Location: Windsong Ranch,
Prosper, TX
Salesperson:
Prj. Mngr.: M. Garcia
Date: 6-2-2015
Designer: B. Bowers /
T. Davis
File Name: 15-1767 -
Kroger 589 Windsong
Proposal #: 22386
Job #: 16-1767

R35, 9-29-16, AS: Revise Kroger to Oval size



License #: 18010

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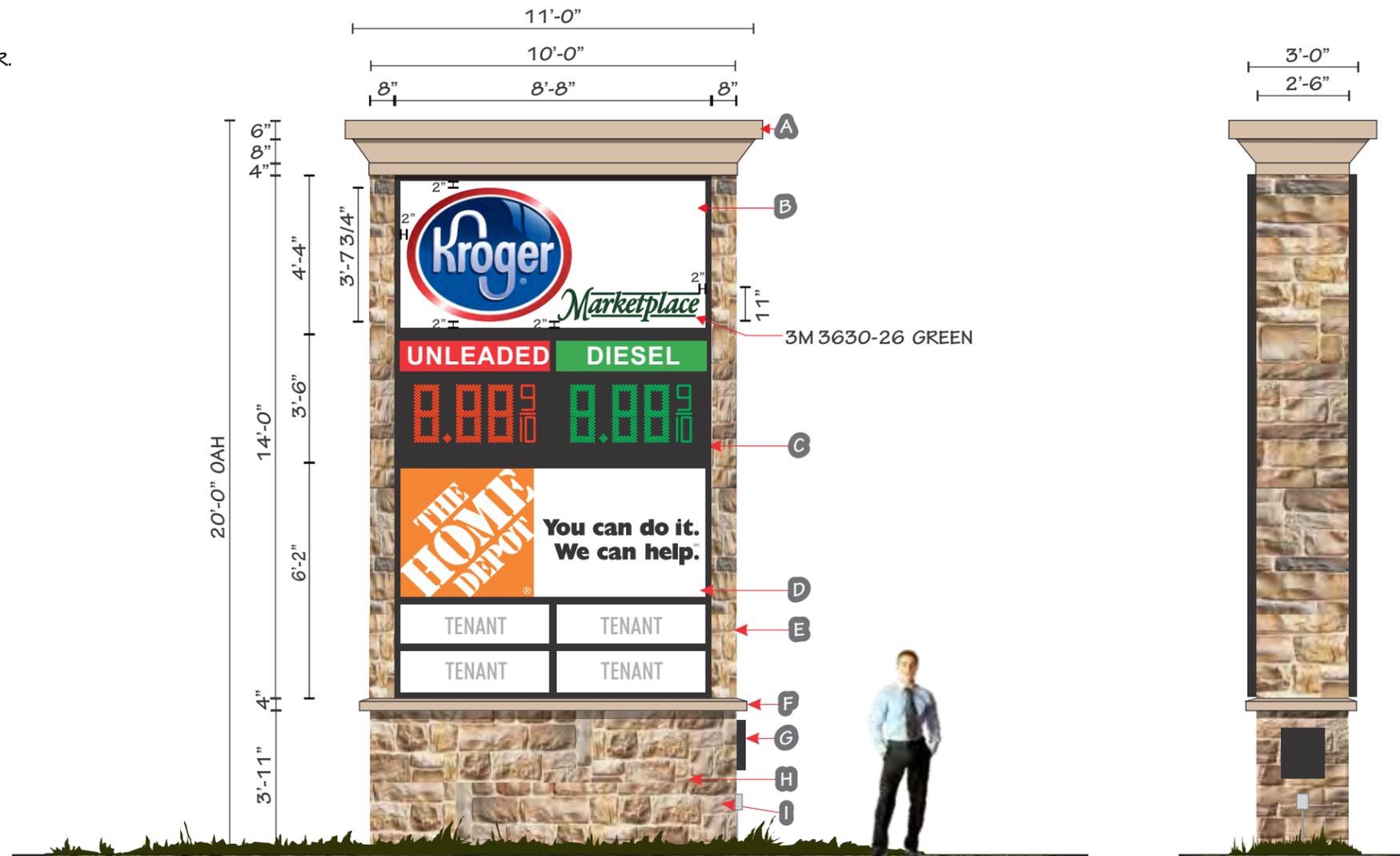
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EXHIBIT - D-1

- A FAB. SHEET ALUM. CAP (PAINTED TO MATCH BUILDING TRIM).
- B FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT SIGN FACE. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING
- C LANDMARK LED PRICE CHANGER, 18" CHAR.
- D FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT TENANT FACES W/ VINYL GRAPHICS. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING.
- E STONE VENEER TO MATCH BUILDING.
- F CAST CONCRETE TRIM.
- G CONTROL BOX.
- H STONE VENEER TO MATCH BUILDING.
- I BELL BOX.



D/F SIGN ELEVATION

SCALE= 1/4"=1'-0"

SIDE VIEW

- UD3** - LOCATED ON 380 FRONTAGE
- UD2** - LOCATED ON 380 FRONTAGE

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NOTE: Steel and foundation for this sign to be determined based on site specific basis, local soil conditions, and wind load requirements.

UD2 HAS DEVIATIONS TO THE SIGN ORDINANCE REQUESTED DUE TO IT'S OFF SITE DIGITAL FUEL PRICING

UD3 HAS NO DEVIATIONS TO THE SIGN ORDINANCE REQUESTED

**200 SQ. FT. TOTAL STRUCTURE
121.24 SQ. FT. MAX ACTIVE SIGN AREA**



- Approved
- Approved As Noted
- Revise & Resubmit

By:
Date:

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson:
 Prj. Mngr.: M. Garcia
 Date: 6-2-2015
 Designer: B. Bowers /
 T. Davis
 File Name: 15-1767 -
 Kroger 589_Windsong
 Proposal #: 22386
 Job #: 16-1767

R35, 9-29-16, AS: Revise Kroger to Oval size



License #: 18010

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EXHIBIT - D-3

- A** FAB. SHEET ALUM. CAP (PAINTED TO MATCH BUILDING TRIM).
- B** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT SIGN FACE. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING
- C** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT SIGN FACE. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING.
- D** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT TENANT FACES W/ VINYL GRAPHICS. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING.
- E** STONE VENEER TO MATCH BUILDING.
- F** CAST CONCRETE TRIM.
- G** CONTROL BOX.
- H** STONE VENEER TO MATCH BUILDING.
- I** BELL BOX.



D/F SIGN ELEVATION

SCALE= 1/4"=1'-0"

SIDE VIEW



LOCATED ON 380 FRONTAGE

SIGN MUST BE LOCATED A MINIMUM OF 75' FROM WINDSONG RANCH SUBDIVISION ENTRY SIGN

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NOTE: Steel and foundation for this sign to be determined based on site specific basis, local soil conditions, and wind load requirements.

**200 SQ. FT. TOTAL STRUCTURE
121.24 SQ. FT. MAX ACTIVE SIGN AREA**



- Approved
- Approved As Noted
- Revise & Resubmit

By:
Date:

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson:
 Prj. Mngr.: M. Garcia
 Date: 6-2-2015
 Designer: B. Bowers /
 T. Davis
 File Name: 15-1767 -
 Kroger 589 Windsong
 Proposal #: 22386
 Job #: 16-1767

R35, 9-29-16, AS: Revise Kroger to Oval size



License #: 18010

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EXHIBIT - D-4

- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
 Date: _____

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson:
 Prj. Mngr.: M. Garcia
 Date: 6-2-2015
 Designer: B. Bowers /
 T. Davis
 File Name: 15-1767 -
 Kroger 589 Windsong
 Proposal #: 22386
 Job #: 16-1767

R35, 9-29-16, AS: Revise Kroger to Oval size



D/F SIGN ELEVATION

NTS



LOCATED ON 380 FRONTAGE

NEW EXHIBIT



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EXHIBIT - D-4.2

- Approved
- Approved As Noted
- Revise & Resubmit

By:
 Date:

Client: Kroger
 Location: Windsong Ranch, Prosper, TX
 Salesperson:
 Prj. Mngr.: M. Garcia
 Date: 6-2-2015
 Designer: B. Bowers / T. Davis
 File Name: 15-1767 - Kroger 589_Windsong
 Proposal #: 22386
 Job #: 16-1767

R35, 9-29-16, AS: Revise Kroger to Oval size

License #: 18010

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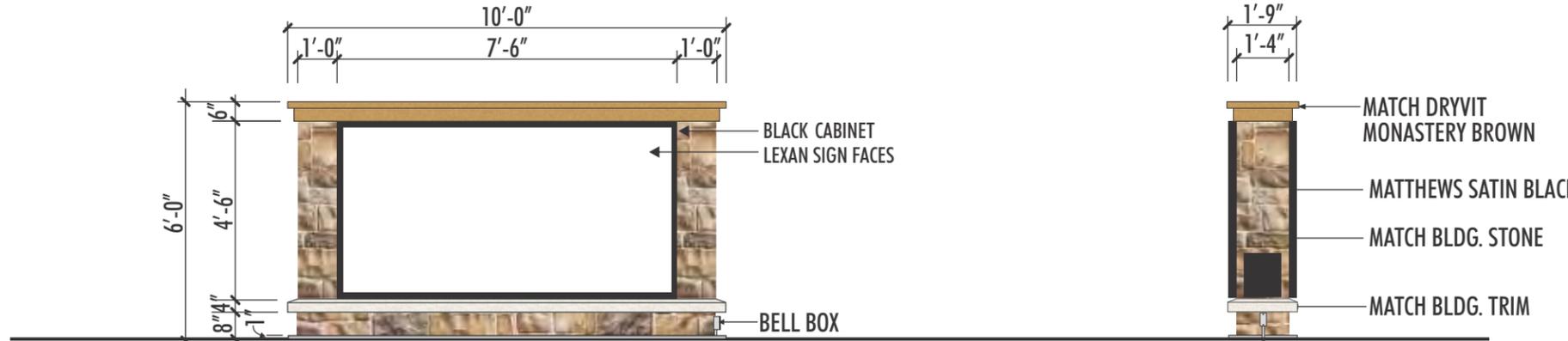
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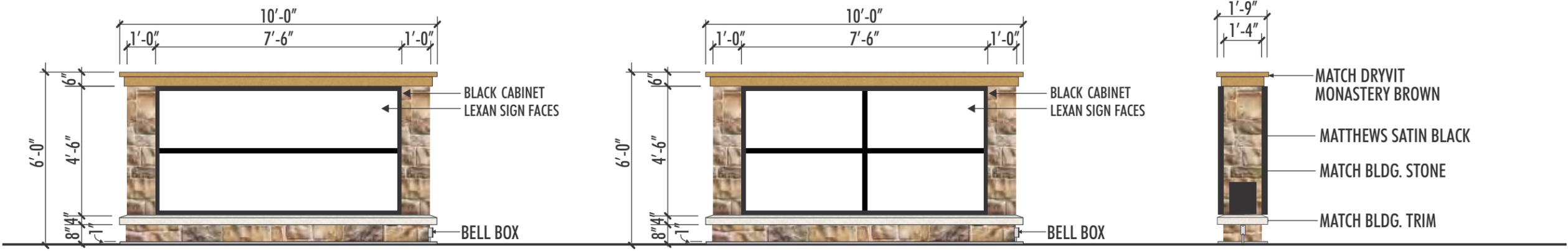
EXHIBIT - D-5



SINGLE TENANT

60 SQ. FT. TOTAL STRUCTURE
 36 SQ. FT. ACTIVE SIGN AREA

M D/F MONUMENT SIGN Scale: 1/4"=1'-0"
 SEVEN (7) REQUIRED



MULTI-TENANT

MULTI-TENANT

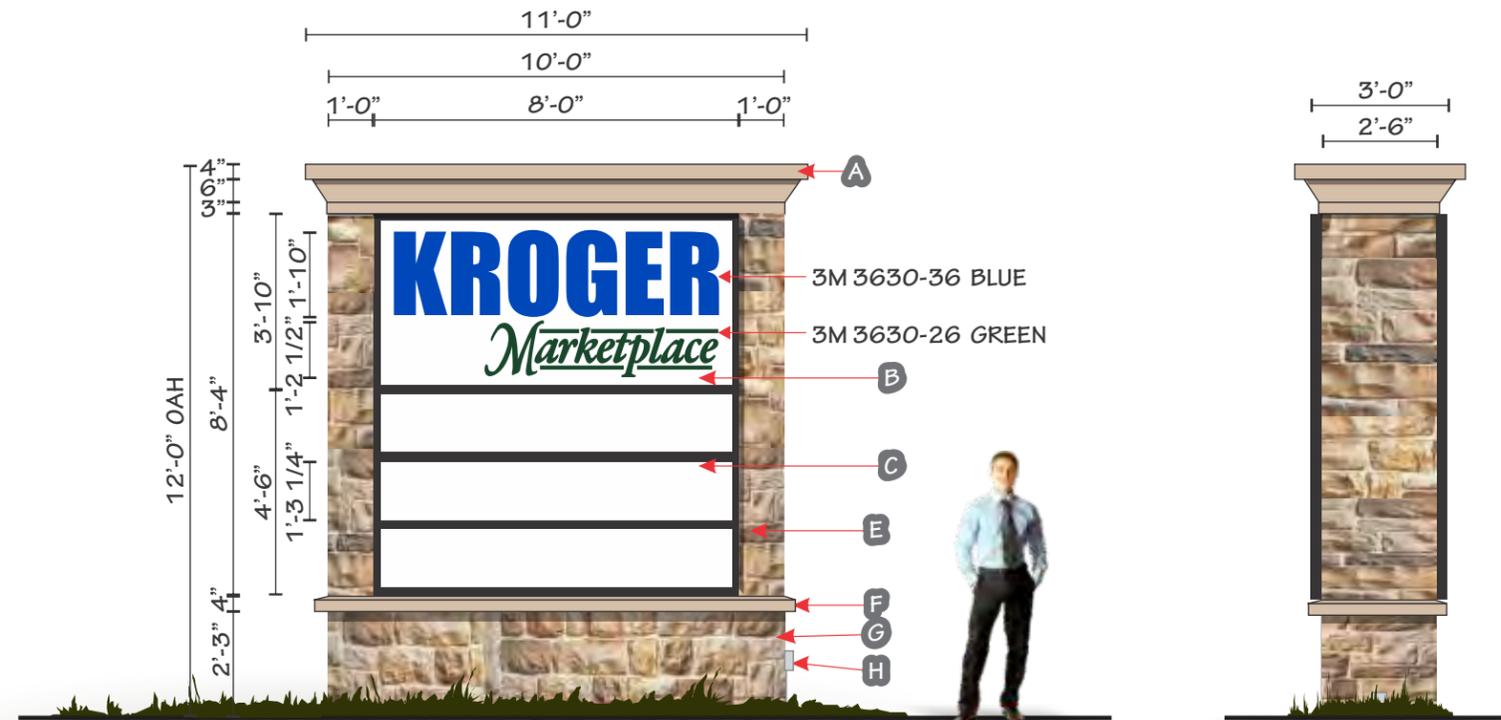
60 SQ. FT. TOTAL STRUCTURE
 36 SQ. FT. ACTIVE SIGN AREA

M2 D/F MONUMENT SIGN
 ONE (1) REQUIRED 1/4"=1'-0"

M8 D/F MONUMENT SIGN
 ONE (1) REQUIRED 1/4"=1'-0"

M2 AND M8 WILL NOT INCLUDE OFF-SITE TENANT SIGNAGE

- A FAB. SHEET ALUM. CAP (PAINTED TO MATCH BUILDING TRIM).
- B FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT SIGN FACES. INT. ILLUM. W/ TB FLUORESCENT LIGHTING
- C TENANT
- E STONE VENEER TO MATCH BUILDING.
- F CAST CONCRETE TRIM.
- G STONE VENEER TO MATCH BUILDING.
- H BELL BOX.



LOCATED ON GEE RD. FRONTAGE

D/F SIGN ELEVATION

SCALE= 1/4"=1'-0"

SIDE VIEW



LOCATED ON WINDSONG PKWY SOUTH FRONTAGE

REQUESTED DEVIATION FROM THE SIGN ORDINANCE:

LOCATED WITHIN 750' FROM ANOTHER UNIFIED DEVELOPMENT SIGN.

**UD1 IS LOCATED 483' FROM UD2
UD5 IS LOCATED 600' FROM UD4**

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NOTE: Steel and foundation for this sign to be determined based on site specific basis, local soil conditions, and wind load requirements.

120 SQ. FT. TOTAL STRUCTURE
66.64 SQ. FT. ACTIVE SIGN AREA



- Approved
- Approved As Noted
- Revise & Resubmit

By:

Date:

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 6-2-2015
 Designer: B. Bowers /
 T. Davis
 File Name: 15-1767 R27 -
 Kroger 589 - Sign Package
 Proposal #: 22386
 Job #: 16-1767

R1/1-2-15/TD: Rev. sign quan. & placement.
 R2/1-7-15/TD: Rev. sign quan. & placement.
 R3/4-7-15/TD: Rev. sign quan. & placement.
 R4/5-5-15/TD: New site plan.
 R5/6-2-15/TD: Rev. sign quan. & placement.
 R6/6-8-15/TD: Removed "Marketplace" copy.
 R7/7-10-15/TD: Rev. sign quan. & placement.
 R8/8-7-15/TD: Rev. Pylon, LED pricing & placement.
 R9/10-2-15/TD: Rev. Pylons, & monuments.
 R10/10-6-15/TD: Rev. monu. tenant config.
 R11/10-23-15/TD: Added Home Depot back.
 R12/11-19-15/TD: Chg'd sign sizes per code.
 R13/11-23-15/TD: Chg'd tenant config.
 R14/12-9-15/TD: Chg'd pylon heights.
 R15/12-14-15/TD: (2) monuments two tenant.
 R16/12-30-15/TD: Chg'd pylon heights to 20'.
 R17/1-11-16/TD: Signs B & C: 10' setback from Easement.
 R19/3-18-16/TD: Chg'd sign sizes & placements.
 R20/4-5-16/TD: Chg'd sign sizes.
 R22/4-21-16/BEN: Added notes.
 R23/5-5-16/COREY: UD4 update and site plan.
 R24/5-26-16/TD: Added pic of Windsong sign.
 R25/5-31-16/TD: Various Chgs.
 R26/6-2-16/TD: Switched signs 8 & 9.
 R27/7-5-16/TD: Added notes.



License #: 18010

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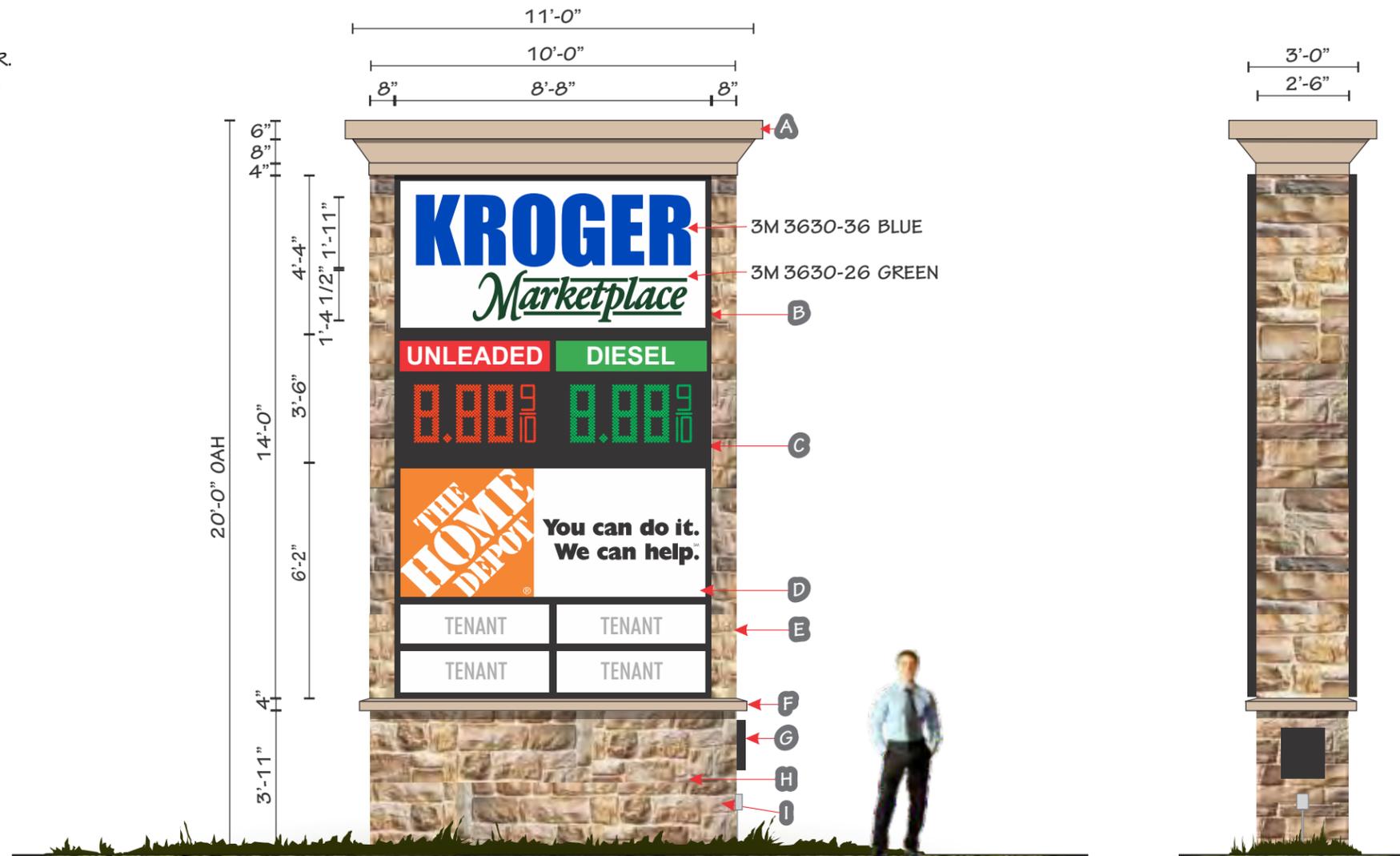
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EXHIBIT - D-1

- A** FAB. SHEET ALUM. CAP (PAINTED TO MATCH BUILDING TRIM).
- B** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT SIGN FACE. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING
- C** LANDMARK LED PRICE CHANGER, 18" CHAR.
- D** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT TENANT FACES W/ VINYL GRAPHICS. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING.
- E** STONE VENEER TO MATCH BUILDING.
- F** CAST CONCRETE TRIM.
- G** CONTROL BOX.
- H** STONE VENEER TO MATCH BUILDING.
- I** BELL BOX.



D/F SIGN ELEVATION

SCALE= 1/4"=1'-0"

SIDE VIEW

- UD3** - LOCATED ON 380 FRONTAGE
- UD2** - LOCATED ON 380 FRONTAGE

UD2 HAS DEVIATIONS TO THE SIGN ORDINANCE REQUESTED DUE TO IT'S OFF SITE DIGITAL FUEL PRICING

UD3 HAS NO DEVIATIONS TO THE SIGN ORDINANCE REQUESTED

IMPORTANT DISCLAIMER: Site signage specification and sign positioning is based on information/data provided by the customer at time of drawing request. Any freestanding sign, to include signs defined as pylons, multi-tenant pylons, and monument signs may be subject to review as required by the City, County or governing body in which said property is positioned. Freestanding signs positioned in proximity to urban corridors, utility easements, overhead power lines, ROW Transmission lines, State Department of Transportation ROW and underground pipelines/fiber optic lines may also be subject to review in regards to setbacks or encroachment requirements by those specific entities.

NOTE: Steel and foundation for this sign to be determined based on site specific basis, local soil conditions, and wind load requirements.

200 SQ. FT. TOTAL STRUCTURE
121.24 SQ. FT. MAX ACTIVE SIGN AREA



- Approved
 - Approved As Noted
 - Revise & Resubmit
- By: _____
 Date: _____

Client: Kroger
Location: Windsong Ranch, Prosper, TX
Salesperson: T. Reynolds
Prj. Mngr.: M. Garcia
Date: 6-2-2015
Designer: B. Bowers / T. Davis
File Name: 15-1767 R27 - Kroger 589 - Sign Package
Proposal #: 22386
Job #: 16-1767

R1/1-2-15/TD: Rev. sign quan. & placement.
 R2/1-7-15/TD: Rev. sign quan. & placement.
 R3/4-7-15/TD: Rev. sign quan. & placement.
 R4/5-5-15/TD: New site plan.
 R5/6-2-15/TD: Rev. sign quan. & placement.
 R6/6-8-15/TD: Removed "Marketplace" copy.
 R7/7-10-15/TD: Rev. sign quan. & placement.
 R8/8-7-15/TD: Rev. Pylon, LED pricer & placement.
 R9/10-2-15/TD: Rev. Pylons, & monuments.
 R10/10-6-15/TD: Rev. monu. tenant config.
 R11/10-23-15/TD: Added Home Depot back.
 R12/11-19-15/TD: Chg'd sign sizes per code.
 R13/11-23-15/TD: Chg'd tenant config.
 R14/12-9-15/TD: Chg'd pylon heights.
 R15/12-14-15/TD: (2) monuments two tenant.
 R16/12-30-15/TD: Chg'd pylon heights to 20'.
 R17/1-11-16/TD: Signs B & C: 10' setback from easement.
 R19/3-18-16/TD: Chg'd sign sizes & placements.
 R20/4-5-16/TD: Chg'd sign sizes.
 R22/4-21-16/BEN: Added notes.
 R23/5-5-16/COREY: UD4 update and site plan.
 R24/5-26-16/TD: Added pic of Windsong sign.
 R25/5-31-16/TD: Various Chgs.
 R26/6-2-16/TD: Switched signs 8 & 9.
 R27/7-5-16/TD: Added notes.



License #: 18010

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 Irving, TX 75060
 Ph.: (972) 870-1594

Houston Branch
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 Ph.: (281) 492-6581

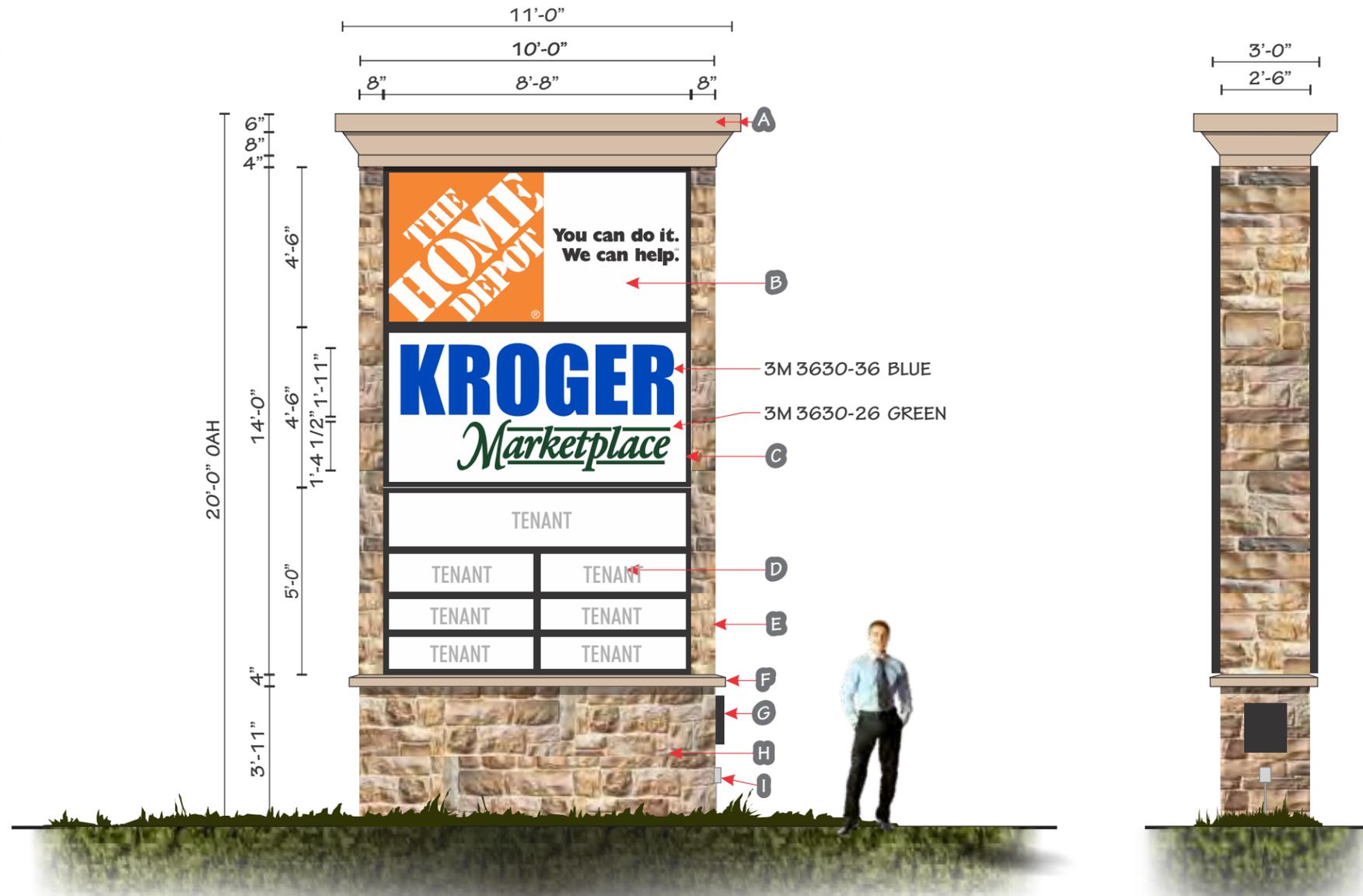
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 Ph.: (512) 872-2800



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EXHIBIT - D-3

- A** FAB. SHEET ALUM. CAP (PAINTED TO MATCH BUILDING TRIM).
- B** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT SIGN FACE. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING
- C** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT SIGN FACE. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING.
- D** FAB. SHEET ALUM. SIGN CABINET (PAINTED BLACK) MED. IMPACT RESISTANT TENANT FACES W/ VINYL GRAPHICS. INT. ILLUM. W/ T8 FLUORESCENT LIGHTING.
- E** STONE VENEER TO MATCH BUILDING.
- F** CAST CONCRETE TRIM.
- G** CONTROL BOX.
- H** STONE VENEER TO MATCH BUILDING.
- I** BELL BOX.



D/F SIGN ELEVATION

SCALE= 1/4"=1'-0"

SIDE VIEW



LOCATED ON 380 FRONTAGE

SIGN MUST BE LOCATED A MINIMUM OF 75' FROM WINDSONG RANCH SUBDIVISION ENTRY SIGN

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NOTE: Steel and foundation for this sign to be determined based on site specific basis, local soil conditions, and wind load requirements.

**200 SQ. FT. TOTAL STRUCTURE
121.24 SQ. FT. MAX ACTIVE SIGN AREA**



- Approved
- Approved As Noted
- Revise & Resubmit

By:
Date:

Client: Kroger
 Location: Windsong Ranch, Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 6-2-2015
 Designer: B. Bowers / T. Davis
 File Name: 15-1767 R27 - Kroger 589 - Sign Package
 Proposal #: 22386
 Job #: 16-1767

R1/1-2-15/TD: Rev. sign quan. & placement.
 R2/1-7-15/TD: Rev. sign quan. & placement.
 R3/4-7-15/TD: Rev. sign quan. & placement.
 R4/5-5-15/TD: New site plan.
 R5/6-2-15/TD: Rev. sign quan. & placement.
 R6/6-8-15/TD: Removed "Marketplace" copy.
 R7/7-10-15/TD: Rev. sign quan. & placement.
 R8/8-7-15/TD: Rev. Pylon, LED pricer & placement.
 R9/10-2-15/TD: Rev. Pylons, & monuments.
 R10/10-6-15/TD: Rev. monu. tenant config.
 R11/10-23-15/TD: Added Home Depot back.
 R12/11-19-15/TD: Chg'd sign sizes per code.
 R13/11-23-15/TD: Chg'd tenant config.
 R14/12-9-15/TD: Chg'd pylon heights.
 R15/12-14-15/TD: (2) monuments two tenant.
 R16/12-30-15/TD: Chg'd pylon heights to 20'.
 R17/1-11-16/TD: Signs B & C: 10' setback from easement.
 R19/3-18-16/TD: Chg'd sign sizes & placements.
 R20/4-5-16/TD: Chg'd sign sizes.
 R22/4-21-16/BEN: Added notes.
 R23/5-5-16/COREY: UD4 update and site plan.
 R24/5-26-16/TD: Added pic of Windsong sign.
 R25/5-31-16/TD: Various Chgs.
 R26/6-2-16/TD: Switched signs 8 & 9.
 R27/7-5-16/TD: Added notes.



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 Ph.: (512) 872-2800



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EXHIBIT - D-4

- Approved
- Approved As Noted
- Revise & Resubmit

By: _____

Date: _____

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 6-2-2015
 Designer: B. Bowers /
 T. Davis
 File Name: 15-1767 R27 -
 Kroger 589 - Sign Package
 Proposal #: 22386
 Job #: 16-1767

- R1/1-2-15/TD: Rev. sign quan. & placement.
- R2/1-7-15/TD: Rev. sign quan. & placement.
- R3/4-7-15/TD: Rev. sign quan. & placement.
- R4/5-5-15/TD: New site plan.
- R5/6-2-15/TD: Rev. sign quan. & placement.
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- R7/7-10-15/TD: Rev. sign quan. & placement.
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- R9/10-2-15/TD: Rev. Pylons, & monuments.
- R10/10-6-15/TD: Rev. monu. tenant config.
- R11/10-23-15/TD: Added Home Depot back.
- R12/11-19-15/TD: Chg'd sign sizes per code.
- R13/11-23-15/TD: Chg'd tenant config.
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- R26/6-2-16/TD: Switched signs 8 & 9.
- R27/7-5-16/TD: Added notes.



D/F SIGN ELEVATION

NTS



LOCATED ON 380 FRONTAGE



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EXHIBIT - D-4.2

- Approved
- Approved As Noted
- Revise & Resubmit

By:

Date:

Client: Kroger

Location: Windsong Ranch,
 Prosper, TX

Salesperson: T. Reynolds

Prj. Mngr.: M. Garcia

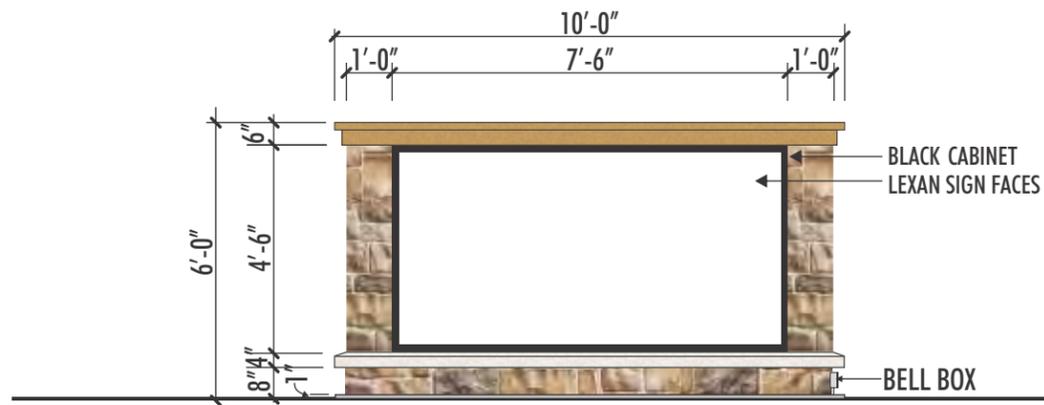
Date: 6-2-2015

Designer: B. Bowers /
 T. Davis

File Name: 15-1767 R27 -
 Kroger 589 - Sign Package

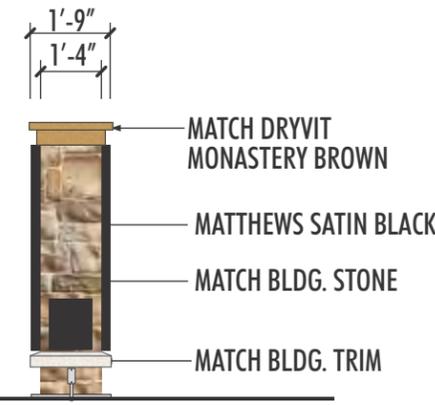
Proposal #: 22386

Job #: 16-1767

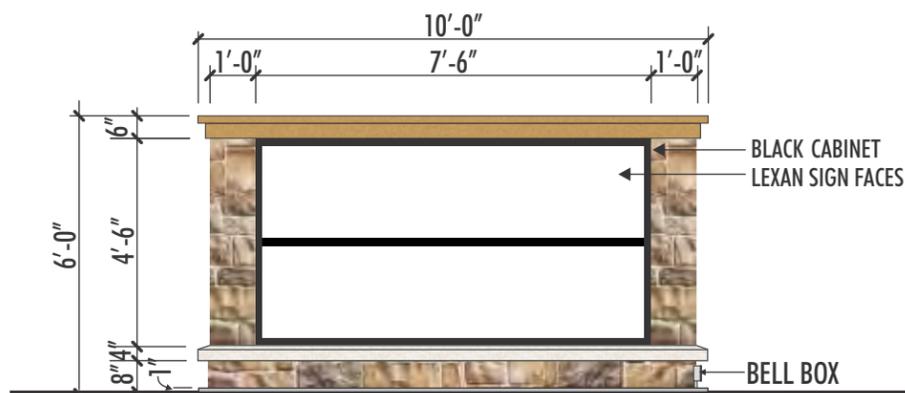


SINGLE TENANT

M D/F MONUMENT SIGN Scale: 1/4"=1'-0"
 SEVEN (7) REQUIRED

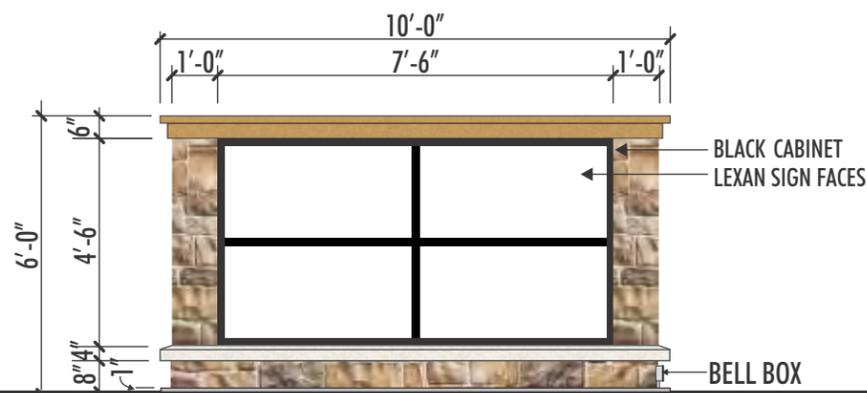


60 SQ. FT. TOTAL STRUCTURE
 36 SQ. FT. ACTIVE SIGN AREA



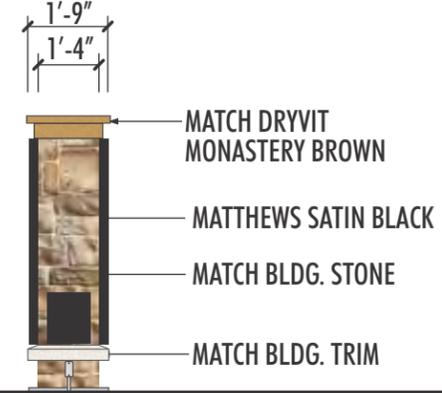
MULTI-TENANT

M2 D/F MONUMENT SIGN
 ONE (1) REQUIRED 1/4"=1'-0"



MULTI-TENANT

M8 D/F MONUMENT SIGN
 ONE (1) REQUIRED 1/4"=1'-0"



60 SQ. FT. TOTAL STRUCTURE
 36 SQ. FT. ACTIVE SIGN AREA

M2 AND M8 WILL NOT INCLUDE OFF-SITE TENANT SIGNAGE

R1/1-2-15/TD: Rev. sign quan. & placement.
 R2/1-7-15/TD: Rev. sign quan. & placement.
 R3/4-7-15/TD: Rev. sign quan. & placement.
 R4/5-5-15/TD: New site plan.
 R5/6-2-15/TD: Rev. sign quan. & placement.
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 R26/6-2-16/TD: Switched signs 8 & 9.
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License #: 18010

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EXHIBIT - D-5

- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
 Date: _____

Client: Kroger
 Location: Windsong Ranch, Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 4-5-2016
 Designer: T. Davis
 File Name: 15-1767 R2 - Kroger 589_Windsong bldg signs
 Proposal #: 22386
 Job #: 15-1767

Revisions
 R1/1-2-15/TD: Rev. sign quan. & placement.
 R2/4-21-16/BEN: Added notes



License #: 18010

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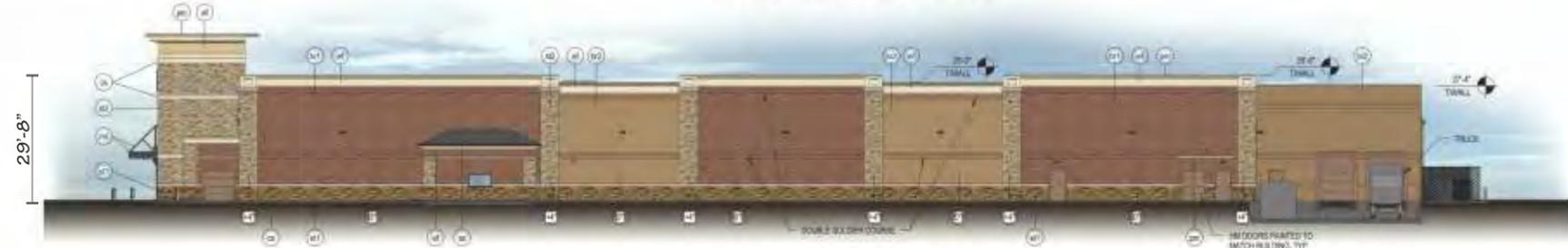


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EXHIBIT D-6



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

- FINISH SCHEDULE**
- (M) Concrete Stone Veneer
 - (MS) Concrete Stone Veneer
 - (ST) Decorative Concrete Masonry
 - (SC) Decorative Concrete Masonry
 - (S) Cast Stone
 - (F) Fiberglass EIFS
 - (E) Equipment Metal
 - (CM) Metal Cladding
 - (AL) Anodized Aluminum
 - (SS) Standing Seam Metal Roof
 - (G) Glazing
 - (M) Merit

	East	South	West	North
BR1	37.0%	33.0%	40.0%	69.6%
BR2	22.7%	10.6%	24.2%	24.8%
ST1	8.8%	8.6%	9.4%	0.3%
ST2	11.0%	13.3%	8.4%	1.7%
EIFS	7.9%	10.0%	8.2%	0.5%
Cast Stone	2.8%	3.8%	2.6%	0.9%
Glazing	0.0%	12.3%	0.0%	0.0%



- 3630-157
- 3630-33
- WHITE
- RETURNS:
AKZO TO MATCH
MATTHEWS P&L 2530
CATTAIL GRAY
(Gloss Level T.B.D.)

B1



- 2030 GREEN
ACRYLIC FACE
- TRIMCAP:
BRONZE
- RETURNS:
AKZO TO MATCH
MATTHEWS P&L 2530
CATTAIL GRAY
(Gloss Level T.B.D.)

REQUESTED DEVIATION FROM THE SIGN ORDINANCE:
INCREASE WALL SIGN HEIGHT
MAXIMUM 5' REQUIRED BY SIGN ORDINANCE.
12'-6" REQUESTED

KROGER
 UCD
 UNITED
 COMMERCIAL
 DEVELOPMENT

Item #

Approved
 Approved As Noted
 Revise & Resubmit

By: _____
 Date: _____

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 4-5-2016
 Designer: T. Davis
 File Name: 15-1767 R2 -
 Kroger 589_Windsong bldg
 signs
 Proposal #: 22386
 Job #: 15-1767

Revisions

R1/1-2-15/TD: Rev. sign quan. & placement.
 R2/4-21-16/BEN: Added notes

Comet SIGNS

License #: 18010

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INTERNATIONAL SIGN ASSOCIATION
 TEXAS SIGN ASSOCIATION

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 LAWS.

EXHIBIT D-7



- 3630-157
- 2793
- WHITE

- TRIMCAP:
BRONZE
- RETURNS:
AKZO TO MATCH
MATTHEWS P&L 2530
CATTAIL GRAY
(Gloss Level T.B.D.)

REQUESTED DEVIATION FROM THE SIGN ORDINANCE:

INCREASE WALL SIGN HEIGHT

MAXIMUM 5' REQUIRED BY SIGN ORDINANCE.

8'-6" REQUESTED



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: Kroger
Location: Windsong Ranch, Prosper, TX
Salesperson: T. Reynolds
Prj. Mngr.: M. Garcia
Date: 4-5-2016
Designer: T. Davis
File Name: 15-1767 R2 - Kroger 589_Windsong bldg signs
Proposal #: 22386
Job #: 15-1767

Revisions
R1/1-2-15/TD: Rev. sign quan. & placement.
R2/4-21-16/BEN: Added notes



License #: 18010

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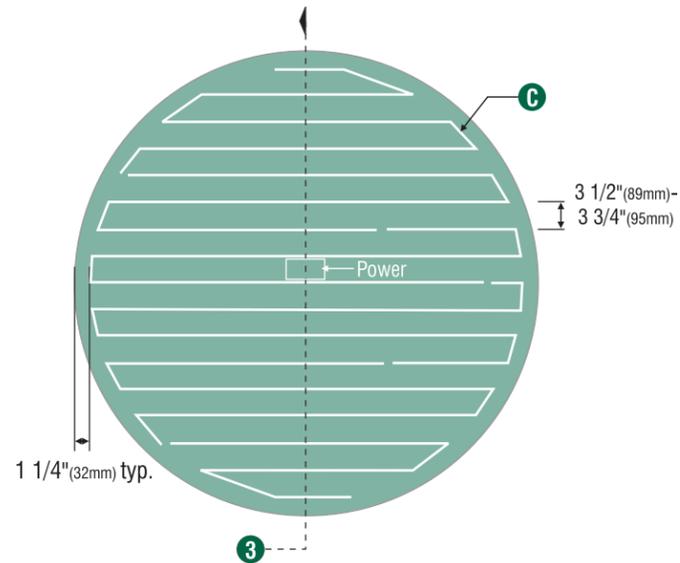
EXHIBIT D-8

60" ILLUMINATED SIREN

Qty. 1 SBC-S13164-277



1 Front View
1/2" = 1' (11x17 Paper)



2 LED Detail
LED's Provided By: **LUMiificent**



REQUESTED DEVIATION FROM THE SIGN ORDINANCE:

INCREASE WALL SIGN HEIGHT

MAXIMUM 4' REQUIRED BY SIGN ORDINANCE.

5' REQUESTED

Item # **KROGER**

UCD

UNITED COMMERCIAL DEVELOPMENT

- Approved
- Approved As Noted
- Revise & Resubmit

By: _____

Date: _____

Client: Kroger

Location: Windsong Ranch, Prosper, TX

Salesperson: T. Reynolds

Prj. Mngr.: M. Garcia

Date: 4-5-2016

Designer: T. Davis

File Name: 15-1767 R2 -

Kroger 589_Windsong bldg signs

Proposal #: 22386

Job #: 15-1767

Revisions

R1/1-2-15/TD: Rev. sign quan. & placement.

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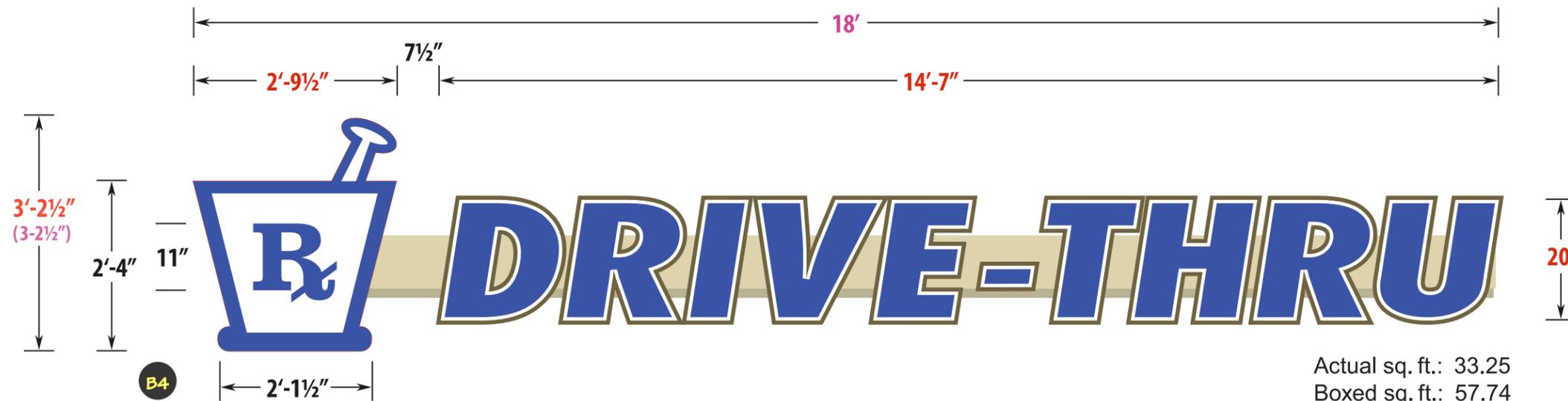
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Buda, TX 78610
Ph.: (512) 872-2800



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EXHIBIT D-9



3/8" white outline shown

 3M 3630-8508 BLUE

 JEWELITE TRIMCAP BRONZE

 FILLER:
AKZO TO MATCH
MATTHEWS P&L 2530
CATTAIL GRAY
(Gloss Level T.B.D.)



Actual sq. ft.: 33.25
Boxed sq. ft.: 57.74



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: Kroger
Location: Windsong Ranch,
Prosper, TX
Salesperson: T. Reynolds
Prj. Mngr.: M. Garcia
Date: 4-5-2016
Designer: T. Davis
File Name: 15-1767 R2 -
Kroger 589_Windsong bldg
signs
Proposal #: 22386
Job #: 15-1767

Revisions
R1/1-2-15/TD: Rev. sign quan. & placement.
R2/4-21-16/BEN: Added notes



License #: 18010

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San Antonio, TX 78216
Ph.: (210) 341-7244

Dallas / Ft. Worth Branch
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Irving, TX 75060
Ph.: (972) 870-1594

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EXHIBIT D-10

NO DEVIATIONS TO THE SIGN ORDINANCE REQUESTED

- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
 Date: _____

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 4-5-2016
 Designer: T. Davis
 File Name: 15-1767 R2 -
 Kroger 589_Windsong bldg
 signs
 Proposal #: 22386
 Job #: 15-1767



B5 **B6**

-  3M 3630-8508 BLUE
-  WHITE ACRYLIC FACE
-  BRONZE JEWELITE

RETURNS:
 AKZO TO MATCH
 MATTHEWS P&L 2530
 CATTAIL GRAY
 (Gloss Level T.B.D.)

Revisions
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 R2/4-21-16/BEN: Added notes



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NO DEVIATIONS TO THE SIGN ORDINANCE REQUESTED

- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
 Date: _____

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 4-5-2016
 Designer: T. Davis
 File Name: 15-1767 R2 -
 Kroger 589_Windsong bldg
 signs
 Proposal #: 22386
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Revisions
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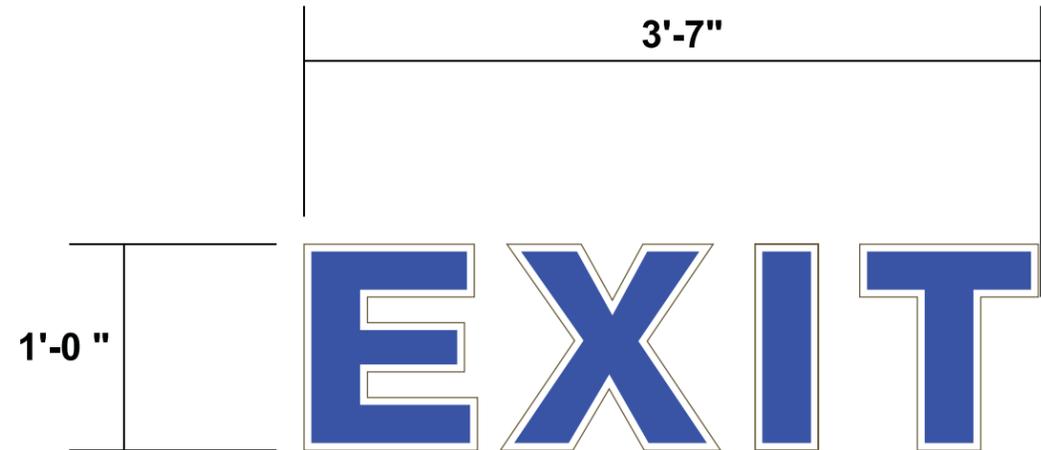
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B7 B8

- 3M 3630-8508 BLUE
- WHITE ACRYLIC FACE
- BRONZE JEWELITE

RETURNS:
 AKZO TO MATCH
 MATTHEWS P&L 2530
 CATTAIL GRAY
 (Gloss Level T.B.D.)



B9 B10 S/F SIGN PANEL ELEVATION SCALE= 3/16"=1'-0"
 (3) REQ'D.

.063 PREFINISHED WHITE SHT. ALUM. SIGN PANEL W/ RED VINYL COPY.
 MOUNT FLUSH TO WALL W/ SCREWS.

3630-33

NO DEVIATIONS TO THE SIGN ORDINANCE REQUESTED

- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
 Date: _____

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 4-5-2016
 Designer: T. Davis
 File Name: 15-1767 R2 -
 Kroger 589_Windsong bldg
 signs
 Proposal #: 22386
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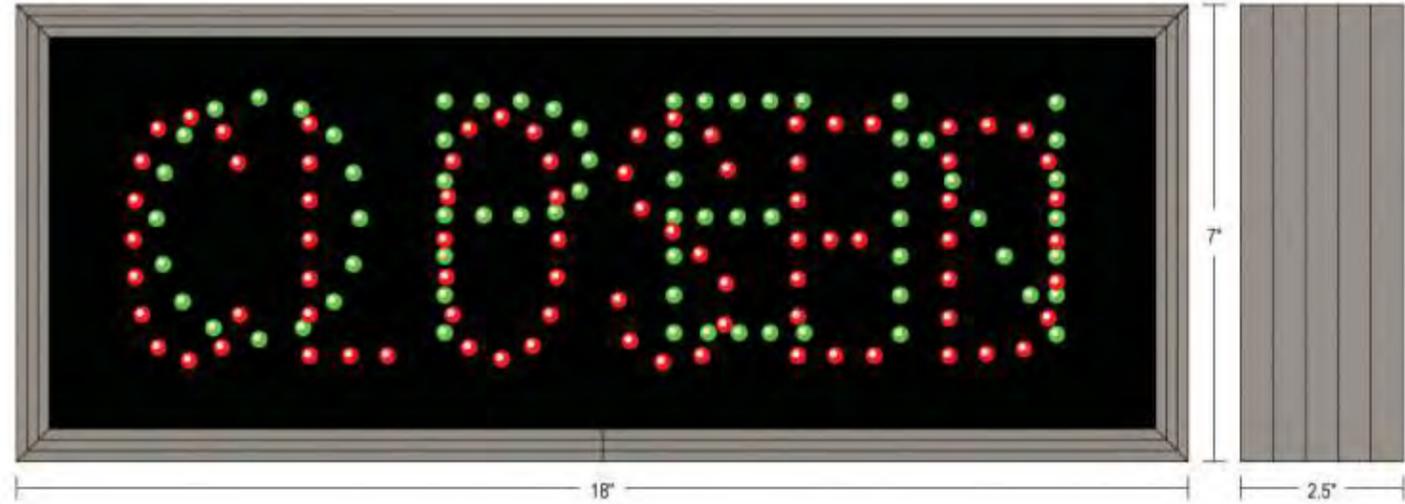
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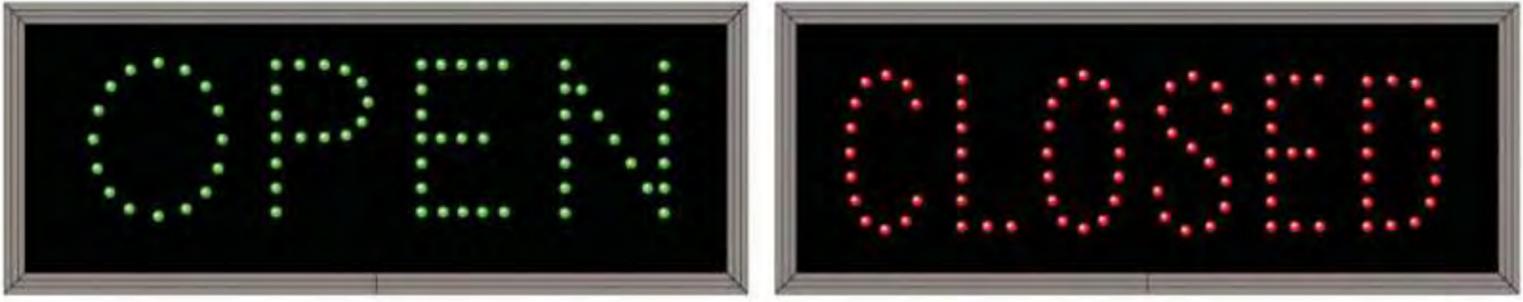


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SINGLE FACE LED
 ILLUMINATED SIGN.

BRONZE CABINET.
 RED AND GREEN LED'S.
 POLYCARBONATE FACE.
 MESSAGES "BLANK OUT"
 WHEN TURNED OFF -
 ELIMINATING CONFUSION.



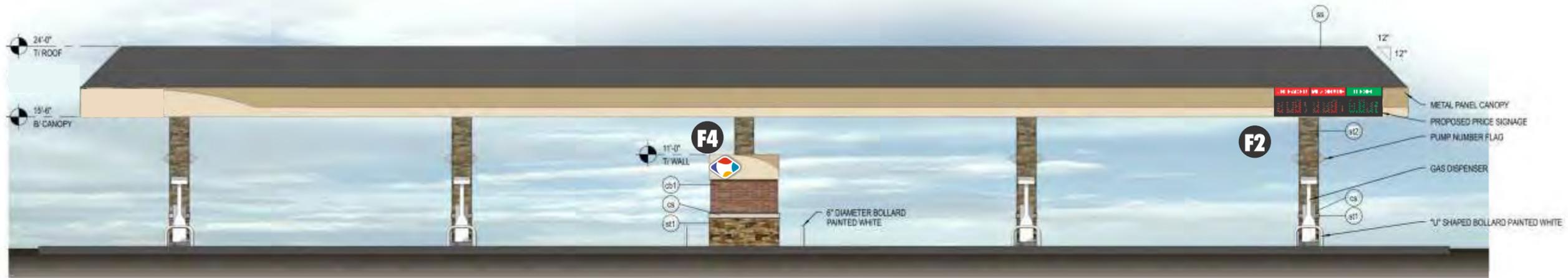
403-TCL718GR-100LED

NO DEVIATIONS TO THE SIGN ORDINANCE REQUESTED

- Approved
- Approved As Noted
- Revise & Resubmit

Client: Kroger
 Location: Windsong Ranch,
 Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 2-18-2016
 Designer: TD
 File Name: 15-1767 R3-
 Kroger 589_Windsong fuel
 Proposal #: 22386
 Job #: 15-1767

Revisions
 R1/1-2-15/TD: Rev. sign quan. & placement.
 R3/4-21-16/BEN: Added notes



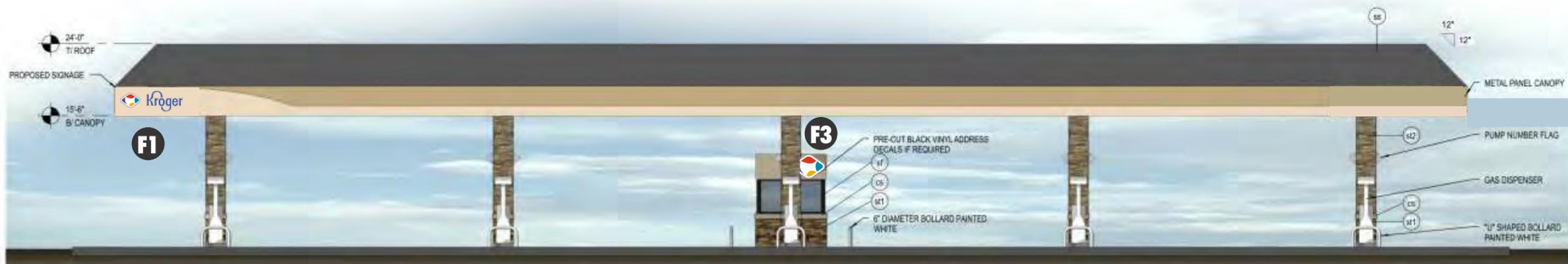
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



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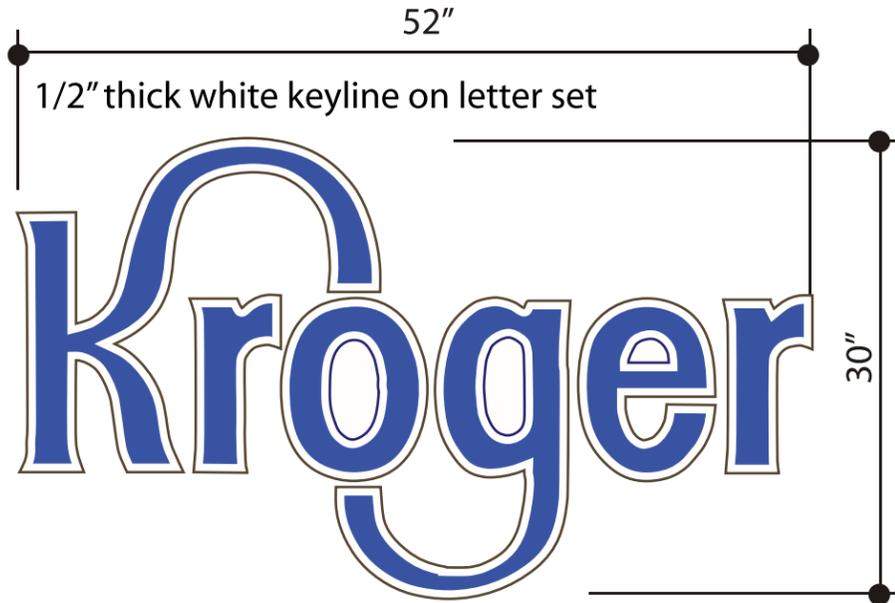
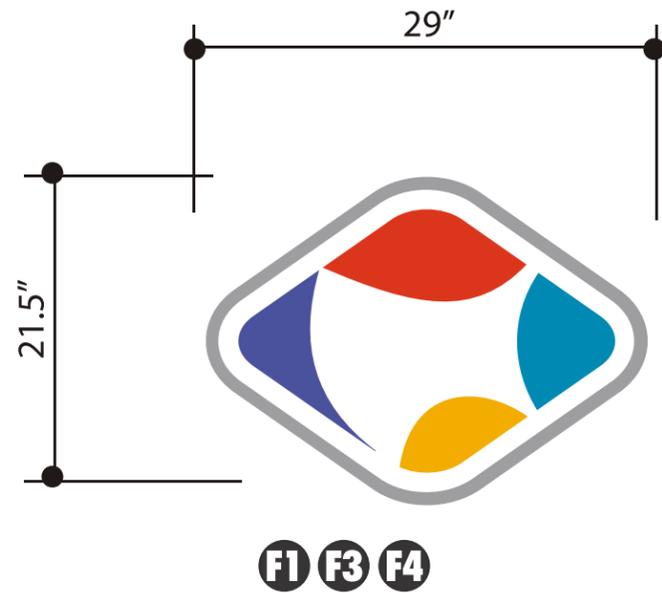


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KROGER

- Approved
- Approved As Noted
- Revise & Resubmit

ELECTRICAL	110 V.	277 V.
LOGO:	1.2 A	2.4 A
1	20 AMP CIR. REQ'D.	



COLORS

PANTONE 2726 C	PANTONE 485 C	PANTONE 3135 C	PANTONE 1375 C	PANTONE Cool Gray 4C

NO DEVIATIONS TO THE SIGN ORDINANCE REQUESTED

Client: Kroger
 Location: Windsong Ranch, Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 2-18-2016
 Designer: TD
 File Name: 15-1767 R3-Kroger 589_Windsong fuel
 Proposal #: 22386
 Job #: 15-1767

Revisions
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- Approved
- Approved As Noted
- Revise & Resubmit

CONSTRUCTION:

- Fabricate a triple product S/F LED price sign; using 18" LED units, (2x) red & (1x) green.
- Illumination: 12VDC LED backlighting.
- Cabinet: .080" aluminum painted black.
- Commodity panels: .177" white acrylic decorated with 3M 3630 scotchcal film 1st surface

- - Red, 3630-33
- - Green, 3630-26

ELECTRICAL:

- 120 VAC, Total circuits 2, 10A recommended
- Circuit 1 (LIGHTS) 1A
- Circuit 2 (LED price) 2.5A



F2

ELEVATION

SCALE: 1/2" = 1'-0"

*Contact Landmark to discuss your specific needs.

SIGN AREA: 45.5 sqft

REQUESTED DEVIATION FROM THE SIGN ORDINANCE:

DIGITAL FUEL PRICING NOT PERMITTED AS A CONOPY SIGN

Client: Kroger

Location: Windsong Ranch, Prosper, TX

Salesperson: T. Reynolds

Prj. Mngr.: M. Garcia

Date: 2-18-2016

Designer: TD

File Name: 15-1767 R3-

Kroger 589_Windsong fuel

Proposal #: 22386

Job #: 15-1767

Revisions

- R1/1-2-15/TD: Rev. sign quan. & placement.
- R3/4-21-16/BEN: Added notes



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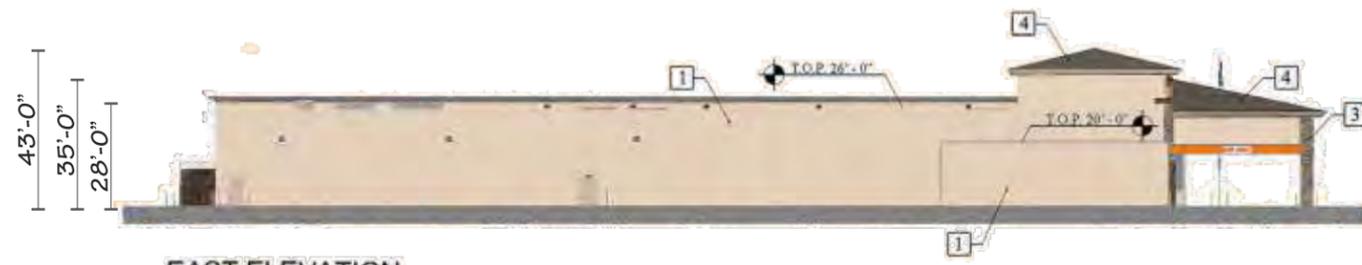
BUILDING ELEVATIONS ARE FOR REFERENCE ONLY



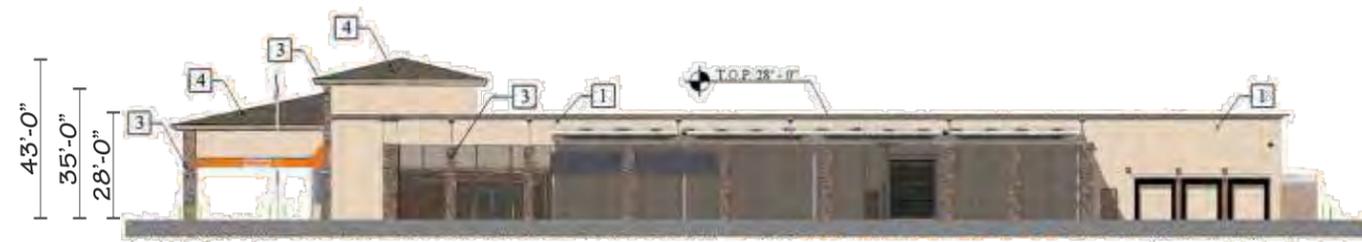
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: Kroger
Location: Windsong Ranch, Prosper, TX
Salesperson: T. Reynolds
Prj. Mngr.: M. Garcia
Date: 4-5-2016
Designer: T. Davis
File Name: 15-1767 R2 - Kroger 589_Windsong bldg signs
Proposal #: 22386
Job #: 15-1767

Revisions
R1/1-2-15/TD: Rev. sign quan. & placement.
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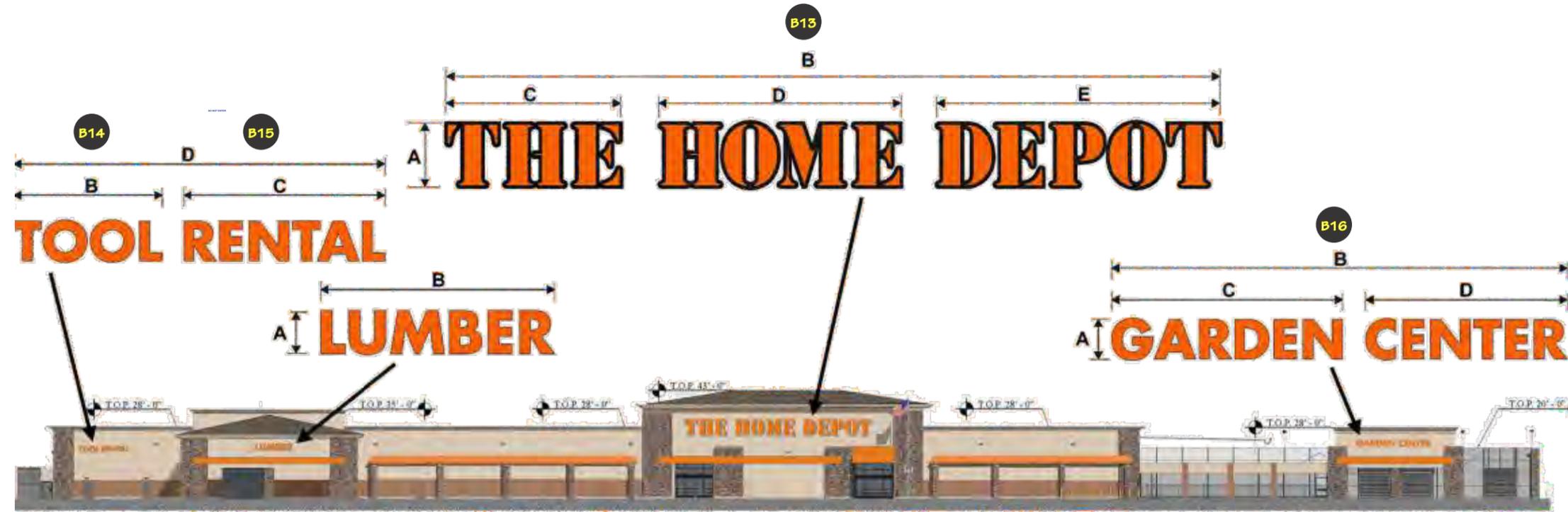
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BUILDING ELEVATIONS ARE FOR REFERENCE ONLY



NORTH ELEVATION

Measurements & Square Footage

SIGNAGE	A	B	C	D	E	Square Feet
TOOL RENTAL	24"	7'-9 11/16"	10'-8 11/16"	19'-8"		39.33
LUMBER	30"	13'-7 7/16"				34.05
THE HOME DEPOT	6'-0"	72'-11 13/16"	16'-6 5/16"	22'-10 3/16"	26'-9 7/16"	437.91
GARDEN CENTER	30"	28'-9"	14'-7"	12'-8 3/4"		71.88

REQUESTED DEVIATION FROM THE SIGN ORDINANCE:

INCREASE WALL SIGN HEIGHT FOR B13

MAXIMUM 5' REQUIRED BY SIGN ORDINANCE,

6' REQUESTED



- Approved
- Approved As Noted
- Revise & Resubmit

By:
Date:

Client: Kroger
 Location: Windsong Ranch, Prosper, TX
 Salesperson: T. Reynolds
 Prj. Mngr.: M. Garcia
 Date: 4-5-2016
 Designer: T. Davis
 File Name: 15-1767 R2 - Kroger 589_Windsong bldg signs
 Proposal #: 22386
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Revisions

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 R2/4-21-16/BEN: Added notes



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EXHIBIT E – SIGN SCHEDULE / DEVELOPMENT STANDARDS

Unified Development Signs:

UD1 – Shall be permitted to be located within 750’ of UD2, in accordance with Exhibit C.

UD2 – Shall be permitted to be located within 750’ of UD1, in accordance with Exhibit C.

UD4 – Shall be permitted to be located within 750’ of UD5, in accordance with Exhibit C.

UD5 - Shall be permitted to be located within 750’ of UD4, in accordance with Exhibit C.

UD2, UD3, and UD4 - Shall be permitted to encroach the 1’-0” setback requirement, in accordance with Exhibit C.

Wall Signs:

B1 – Shall be permitted to be a maximum of 12’ 6” in height.

B2 - Shall be permitted to be a maximum of 8’ 6” in height.

B3 - Shall be permitted to be a maximum of 5’ in height.

B13 - Shall be permitted to be a maximum of 6’ in height.

Digital Fuel Pricing Signs:

UD2 – Digital fuel pricing shall be permitted, as shown on Exhibit D-2.

F2 – Digital fuel pricing shall be permitted, as shown on Exhibit D-14 and D-16.

Bringing Your Brand To Life

Manufacture ◀ Install ◀ Repair

2457 S. Loop 4, Bldg. 1B
Buda, TX 78610
512 872 2800

3401 S. Alameda St.
Corpus Christi, TX 78411
361 210 3100

1336 S. Irving Heights Dr.
Irving, TX 75060
972 870 1594

2906 Greenhouse Rd.
Houston, TX 77084
281 492 6581

235 W. Turbo
San Antonio, TX 78216
210 341 7244



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone a portion of Planned Development-65 (PD-65) and a portion of Planned Development-48 (PD-48), on 198.4± acres, located on the southeast and southwest corners of existing and future Prairie Drive and Legacy Drive, to allow for the development of a single family detached, senior living development and to modify lot type requirements. (Z16-0011).

History:

At the August 9, and September 13, 2016, meetings, the Town Council tabled this item per the applicant's request. At the September 27, 2016, meeting, this item was tabled by Town Council to give the applicant an opportunity to revise the proposed PD, primarily to determine the exact percentage of cementitious fiber board that is requested in conjunction with the proposed elevations, as well as address other various items. Since the meeting the applicant has revised the request as follows:

- For homes with cementitious fiber board, the maximum percentage of the fiber board has been reduced from 60% to 45%;
- For homes with a dwelling area between 1,600 and 1,800 square feet, this range has been limited to 20% of the homes, per phase, for Type A lots;
- Age-restricted language has been added per a recommendation of the Town Attorney; and
- Staff has added an appeal process to Town Council for instances of discrepancy between the building plans and the conformance to the conceptual elevations.

Description of Agenda Item:

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-65- Single Family and Planned Development-48- Commercial Corridor	Undeveloped	US 380 District

	Zoning	Current Land Use	Future Land Use Plan
North	Planned Development-14 Business Park and Planned Development-65-Single Family	Single Family (Parks at Legacy Subdivision) and Undeveloped	Medium Density Residential and Tollway District
East	Planned Development-47-Commercial Corridor	Undeveloped	Tollway District
South	Agricultural, Planned Development-65-Commercial, Planned Development-43 Commercial Corridor, and Specific Use Permit-9	Undeveloped	US 380 District
West	Agricultural and Planned Development-48-Commercial Corridor	Undeveloped	US 380 District

PD-65 currently provides for three (3) lot types – “Type A,” “Type B,” and Type C.”

- Type A lots require a minimum lot size of 6,600 square feet and a minimum dwelling area of 2,200 square feet.
- Type B lots require a minimum lot size of 7,800 square feet and a minimum dwelling area of 2,500 square feet.
- Type C lots require a minimum lot size of 8,400 square feet and a minimum dwelling area of 2,200 square feet.

The purpose of the proposed PD amendment is to allow for an age-restricted, senior living single family detached development with smaller homes in Tract 3R, and to allow for an increase in Type A lots between Tracts 3R and 4R, due to the addition of 7.5 acres of land to Tract 3. (It should be noted that the addition of land to Tract 3, results in the ‘Tract 3R’ term.) Development of the property is proposed in accordance with Exhibit C (development standards), Exhibit D (conceptual layout plan), and Exhibit F (conceptual architectural elevations).

1. Development Standards:

- A. Dwelling Area – The proposed PD allows for a decrease in the dwelling area of homes only for age-restricted single family detached units. Type A lots would be permitted to accommodate homes with a minimum of 1,600 square feet of dwelling area, as opposed to the required minimum 2,200 square foot homes for non-age restricted units. Type B lots would be permitted to accommodate homes with a minimum of 1,800 square feet, as opposed to 2,500 square feet for non age-restricted units.

As state above, the applicant has revised the request to limit the dwelling area of Type A lots, per phase, to 1,600 – 1,800 square feet to 20% of the homes.

- B. Architectural Design – The proposed PD amendment does not require swing-in driveways and/or side facing garages for age-restricted single family detached units, as currently required. Due to the size of the lots, and to prevent the domination of the front facing garages to the street, the applicant has proposed a requirement that the face of garage doors to be recessed a minimum of one foot behind the front of the main front façade of homes.

The applicant is proposing the use of cementitious fiber siding as a primary building material, as follows:

- For a maximum of 60% of units per phase;
- On a maximum of 45% of front façades;
- On a maximum of 10% of side façades; and
- Shall not be permitted on rear facades.

The applicant has indicated the use of this material is to allow for architectural flexibility that compliments the proposed style of the age-restricted housing. In addition, the applicant has proposed to incorporate front porches, a minimum of seven feet in depth, for 30% of the homes developed within per phase.

The applicant has prepared an Elevation Percentage Exhibit (Attachment 4) to demonstrate the typical use of cementitious fiber board. In the exhibit, the use of the fiber board is under 40%; however, the architect is currently working on additional elevations which will utilize cementitious fiber board on less than 45% of the front elevation.

- C. Lot Regulations – The current PD requires Type A lots to be a minimum of 6,600 square feet and Type B lots to be a minimum of 7,800 square feet. The current PD allows for 280 Type A lots for Tract 3 (exclusive of the additional 7.5 acres of land) and Tract 4R. With the inclusion of 7.5 acres in Tract 3, the applicant is proposing to allow for an additional 35 total Type A lots between Tracts 3R and 4R to account for the added acreage. In addition, the proposed PD allows for a maximum of 150 Type A lots within Tract 3, and the applicant is proposing to allow an additional 25 Type A lots within Tract 3R due to the added acreage.
2. Conceptual Layout: An age-restricted single family detached development would be required to be developed in general conformance to Exhibit D. The Town's Engineering Department has expressed concerns with traffic calming on the proposed conceptual layout. Since the interior street network and block configuration are for illustration purposes at the zoning level, at the time of platting, an age-restricted subdivision is required to meet all Town standards pertaining to traffic calming to promote a safe street design.
3. Conceptual Elevations: Age-restricted single family detached units would be required to be developed in general conformance to Exhibit F. As noted above in Section 1, B. the applicant revised the conceptual elevations following the recommendation by the Planning & Zoning Commission. The elevations acted on by the Planning & Zoning Commission have been included for reference.

As is stated above the request has been revised to add an appeal process to Town Council for instances when staff has interpreted building plans to not be in conformance with the conceptual elevations.

Future Land Use Plan – The Future Land Use Plan recommends US 380 District for the property; the proposed amendment conforms to the Future Land Use Plan.

Thoroughfare Plan – The property has direct access to existing Legacy Drive, an ultimate six-lane divided thoroughfare, as well as existing and future Prairie Drive, an ultimate four-lane divided thoroughfare, and future Mahard Parkway, an ultimate four-lane divided thoroughfare. The zoning exhibit complies with the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water and sanitary sewer services have been extended to the property.

Access – A portion of the property has access to the property is provided from existing Legacy Drive and Prairie Drive, and a portion of the property has access to future Prairie Drive and future Mahard Parkway. Adequate access is provided to the property.

Schools – This property is served by the Prosper Independent School District. It is not anticipated that a school site will be needed on this property.

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

Environmental Considerations – No 100-year floodplain exists on the property.

Legal Obligations and Review:

Notification was provided to neighboring property owners, as required by state law. Town staff has not received any Public Hearing Notice Reply Forms.

Attached Documents:

1. Surrounding Zoning Map
2. Proposed Exhibits A, B, C, D, E, and F
3. Previously Proposed Elevations to the P&Z Commission
4. Elevation Percentage Exhibit

Planning & Zoning Commission Recommendation:

At their June 21, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-0, subject to:

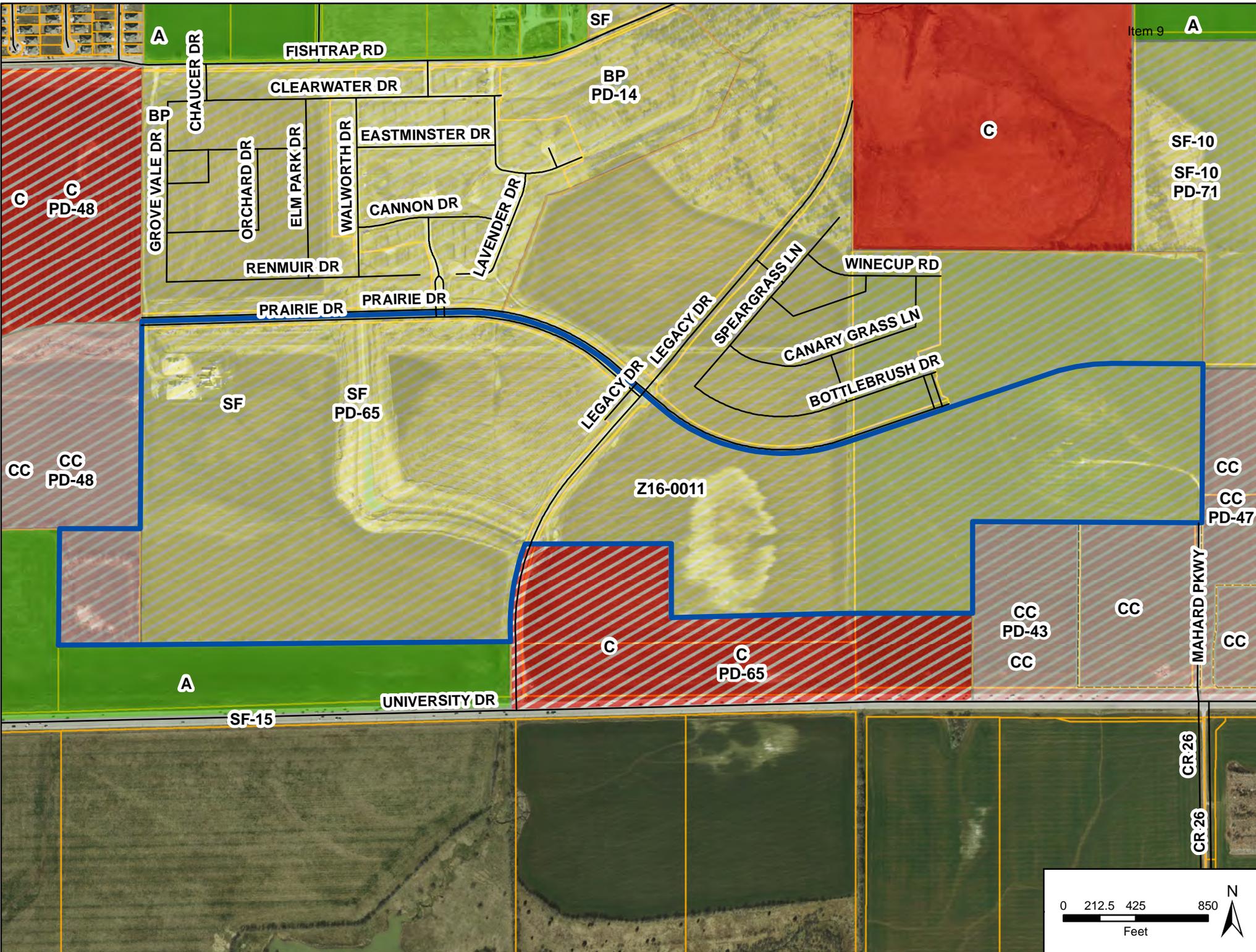
1. Conformance to all applicable zoning, design standard, and fencing regulations;
2. The proposed amendments being expressly for a senior living development, restricted to 55 years of age and older; and
3. Requiring a minimum of 50% of age-restricted houses, per phase, to consist of a minimum 80% / 20%, brick / stone composition on all elevations facing public right-of-way.

Town Staff Recommendation:

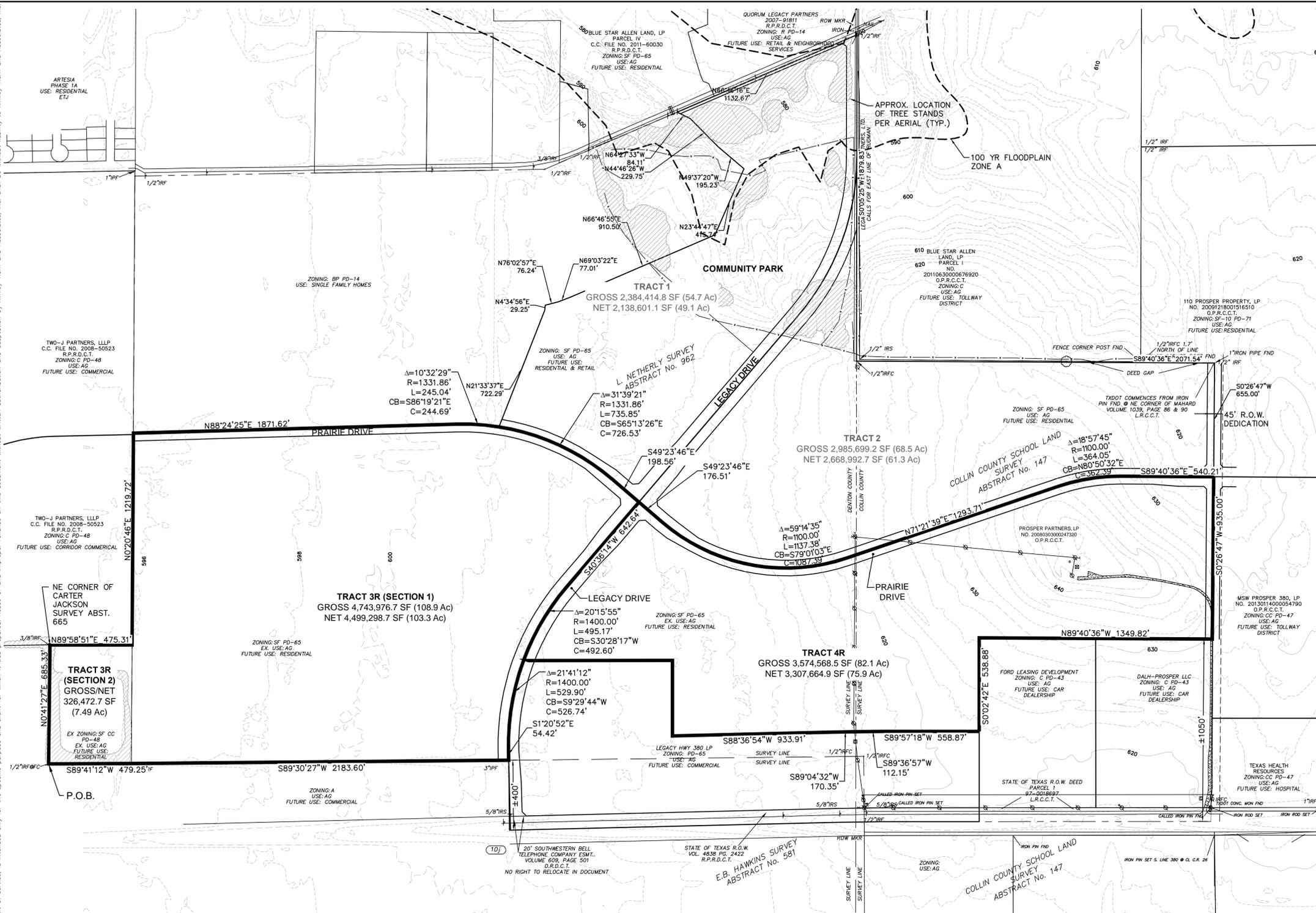
Town staff recommends the Town Council approve the request to rezone a portion of Planned Development-65 (PD-65) and a portion of Planned Development-48 (PD-48), on 198.4± acres, located on the southeast and southwest corners of existing and future Prairie Drive and Legacy Drive, to allow for the development of a single family detached senior living development and to modify lot type requirements.

Proposed Motion:

I move to approve the request to rezone a portion of Planned Development-65 (PD-65) and a portion of Planned Development-48 (PD-48), on 198.4± acres, located on the southeast and southwest corners of existing and future Prairie Drive and Legacy Drive, to allow for the development of a single family detached senior living development and to modify lot type requirements.



Plotted By: Gramados, Alex. Date: June 14, 2016. 02:28:54pm. File Path: K:\VRI\Civil\69306706.2\001 Prosper Center, Bob Shelton Enterprises\Drawings\PlanSheets\Zoning Exhibits\PlanSheets\Zoning Exhibits\20160610 Update.dwg
 This document, together with the concepts and designs presented herein, is an instrument of service. It is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGAL DESCRIPTION
198.399 ACRES

BEING a tract of land situated in the L. Netherly Survey, Abstract No. 962, Denton County, Texas, and in the Collin County School Land Survey, Abstract No. 147, Collin County, City of Prosper, Texas, and being a portion of the remainder of a called 356.537 acre tract of land described in a deed to Prosper Partners, LP, as recorded in County Clerk's File No. 2008-22064 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), same being a portion of a called 162.722 acre tract of land described in a deed to Two-J Partners, L.L.P., as recorded in County Clerk's File No. 2008-50523, R.P.R.D.C.T., and a portion of the remainder of a called 121.281 acre tract of land described in a deed to Prosper Partners, LP, as recorded in Instrument No. 200803000247320 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southerly southwest corner of said 162.722 acre tract, common to an interior corner of a called 816 acre tract of land described in a deed to Bert Fields, Jr., as recorded in Volume 523, Page 687 of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE North 00°41'27" East, along the westerly line of said 162.722 acre tract and the easterly line of said 816 acre tract, a distance of 685.33 feet to a 5/8 inch iron rod found for the northerly northeast corner of said 816 acre tract, common to an interior corner of said 162.722 acre tract;

THENCE North 89°58'51" East, crossing said 162.722 acre tract, a distance of 475.31 feet to a point for corner on the easterly line of said 162.722 acre tract and the westerly line of aforesaid 356.537 acre tract;

THENCE North 00°20'46" East, along the easterly line of said 162.722 acre tract and the westerly line of said 356.537 acre tract, a distance of 1219.72 feet to a point for corner;

THENCE departing the easterly line of said 162.722 acre tract and the westerly line of said 356.537 acre tract, and crossing said 356.537 acre tract, the following courses:

North 88°24'25" East, a distance of 1871.62 feet to a point at the beginning of a tangent curve to the right having a central angle of 42°11'50", a radius of 1,331.86 feet, a chord bearing and distance of South 70°29'41" East, 958.87 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 980.89 feet to a point for corner at the end of said curve;

South 49°23'46" East, a distance of 375.06 feet to a point at the beginning of a tangent curve to the left having a central angle of 59°14'35", a radius of 1,100.00 feet, a chord bearing and distance of South 79°01'03" East, 1,087.39 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 1137.38 feet to a point for corner;

North 71°21'39" East, passing en route the easterly line of said 356.537 acre tract and the westerly line of said 121.281 acre tract, and continuing along the same course and crossing said 121.281 acre tract, a distance of 1293.71 feet to a point at the beginning of a tangent curve to the right having a central angle of 18°57'45", a radius of 1100.00 feet, a chord bearing and distance of North 80°50'32" East, 362.39 feet;

THENCE in a northeasterly direction and continuing across said 121.281 acre tract, with said curve to the right, an arc distance of 364.05 feet to a point for corner at the end of said curve;

THENCE South 89°40'36" East, continuing across said 121.281 acre tract, a distance of 540.21 feet to a point for corner on the easterly line of said 121.281 acre tract and the westerly line of a called 55.50 acre tract of land described in a deed to 110 Prosper Property, LP, as recorded in Instrument No. 20091218001516510, O.P.R.C.C.T.;

THENCE South 00°26'47" West, along the easterly line of said 121.281 acre tract, the westerly line of said 55.50 acre tract, and the westerly line of a called 30,000 acre tract of land described in a deed to MSW Proper 380, LP, as recorded in Instrument No. 20130114000054790, O.P.R.C.C.T., a distance of 935.00 feet to a point for the northeast corner of a called 30.105 acre tract of land described in a deed to NVC Lovers/380, LLC, as recorded in Instrument No. 2014010800020390, O.P.R.C.C.T.;

THENCE North 89°40'36" West, departing the westerly line of said 30.000 acre tract and along the northerly line of said 30.105 acre tract, a distance of 1,349.82 feet to a point for the northwest corner of said 30.105 acre tract;

THENCE South 00°02'42" East, along the westerly line of said 30.105 acre tract, a distance of 538.88 feet to a point for the northeast corner of a called 35.554 acre tract of land described in a deed to Legacy Hwy 380, LP, as recorded in Instrument No. 20140404000325110, O.P.R.C.C.T.;

THENCE South 89°57'18" West, departing the westerly line of said 30.105 acre tract and along the northerly line of said 35.554 acre tract, a distance of 558.87 feet to a point for corner;

THENCE South 89°36'57" West, continuing along the northerly line of said 35.554 acre tract, a distance of 112.15 feet to a point for corner;

THENCE South 89°04'32" West, continuing along the northerly line of said 35.554 acre tract, passing en route the westerly line of aforesaid 121.281 acre tract and the easterly line of aforesaid 356.537 acre tract, and continuing along the same course, for a total distance of 170.35 feet to a point for corner;

THENCE South 88°36'54" West, continuing along the northerly line of said 35.554 acre tract, a distance of 933.91 feet to a point for an interior corner of said 35.554 acre tract;

THENCE North 00°02'42" West, along the easterly line of said 35.554 acre tract, a distance of 434.88 feet to a point for an exterior corner of said 35.554 acre tract;

THENCE South 89°57'18" West, along the northerly line of said 35.554 acre tract, passing en route the northwest corner of said 35.554 acre tract, and continuing along the same course and crossing said 356.537 acre tract, for a total distance of 861.37 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 21°41'12", a radius of 1400.00 feet, a chord bearing and distance of South 9°29'44" West, 526.75 feet;

THENCE in a southwesterly direction and continuing across said 356.537 acre tract, with said curve to the left, an arc distance of 529.90 feet to a point for corner at the end of said curve;

THENCE South 01°20'52" East, continuing across said 356.537 acre tract, a distance of 54.42 feet to a point for corner on the southerly line of said 356.537 acre tract and the northerly line of aforesaid 816 acre tract, from which a 3 inch iron pipe found for the southerly northeast corner of said 816 acre tract bears North 89°30'27" East, 0.45 feet;

THENCE South 89°30'27" West, along the southerly line of said 356.537 acre tract and the northerly line of said 816 acre tract, a distance of 2,183.60 feet to a 5/8 inch iron rod found for the southwest corner of said 356.537 acre tract, common to the southeast corner of aforesaid 162.722 acre tract;

THENCE South 89°41'12" West, along the southerly line of said 162.722 acre tract and continuing along the northerly line of said 816 acre tract, a distance of 479.25 feet to the **POINT OF BEGINNING** and containing 198.399 acres (8,642,248 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.

NO.	REVISIONS	DATE	BY

Kimley»Horn

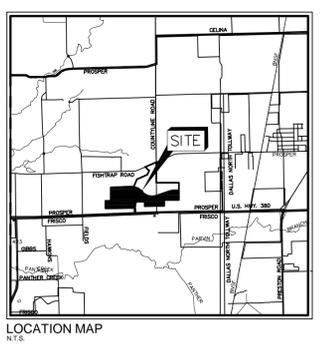
© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
PHONE: 972-335-3580 FAX: 972-335-3779
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
	JUNE 2016	AS SHOWN			

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

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

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



LAND USE TABLE

Tract	Use	Area (sq.ft.)	Acreage	Net of ROW (sq.ft.)	Net Acreage
Tract 3R	SF	5,070,241.4	116.4	4,826,041.4	110.8
Tract 4R	SF	3,574,568.5	82.1	3,307,664.9	75.9
Total		8,644,809.9	198.458	8,133,706.3	186.7

LINE TYPE LEGEND

---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE
---	WATER LINE
---	SANITARY SEWER LINE
---	STORM SEWER LINE
---	UNDERGROUND GASLINE
---	OVERHEAD UTILITY LINE
---	UNDERGROUND ELECTRIC LINE
---	UNDERGROUND TELEPHONE LINE
---	FENCE
---	CONCRETE PAVEMENT
---	ASPHALT PAVEMENT

NOTE:

1. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

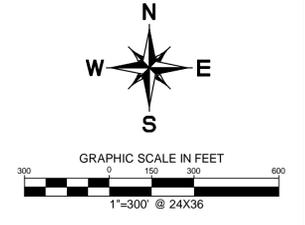


EXHIBIT "A"

Prosper Center
198.40 ACRES
COLLIN COUNTY SCHOOL LAND SUREY
ABSTRACT No. 581
L. NETHERLY SURVEY
ABSTRACT No.962
TOWN OF PROSPER, TEXAS

AMENDMENT TO PD-65
Z16-0011
JUNE 2016

Prosper Center
TOWN OF PROSPER
DENTON AND COLLIN COUNTY, TEXAS

01

Z16-0011

EXHIBIT "B"

**PROSPER CENTER
PLANNED DEVELOPMENT DISTRICT**

STATEMENT OF INTENT AND PURPOSE

This Planned Development District amendment requests additional development standards to facilitate the development of age-restricted detached single family units focused on senior living within Tract 3R of the development, increasing the land area within Tract 3R, and an allowance of additional Type A lots within Tract 3R and Tract 4R.

The requested age restricted specific regulations will allow for development of a community that provides quality living options for multiple life stages.

Z16-0011**EXHIBIT "C"****DEVELOPMENT STANDARDS**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the property shall be developed in accordance with the regulations of Planned Development-65 (Ordinance No. 14-23), the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), and the Subdivision Ordinance (Ordinance No. 03-05), as they exist or may be amended.

Tract 3R – Age-Restricted Single Family Detached Provisions

- A. Provided Tract 3R develops as an age-restricted single family detached development, the following provisions shall apply. If any portion of Tract 3R does not develop as an age-restricted single family detached development, the regulations set forth in Planned Development-65 (Ordinance No. 14-23) shall apply.

- B. Age-Restricted Development
 - 1. Such age restriction shall be contained in deed restrictions for the property, subject to the approval of the Town Attorney, consistent with the federal Fair Housing Act of 1968, as amended, and the Town shall have no enforcement obligations relative to said age restriction. Any amendment to the deed restrictions must be approved in writing by the Town Attorney and further, no amendment shall remove, modify or otherwise alter the foregoing enforcement obligations.
 - 2. Tract 3R shall develop in no more than 3 phases and any age restrictions shall be imposed by deed restriction on no less than phase-by-phase development of Tract 3R.

- C. Development Plans
 - 1. Conceptual Layout: Age-restricted single family detached development within Tract 3R shall be in general accordance with the attached conceptual layout, set forth in Exhibit D.
 - 2. Conceptual Elevations: Age-restricted single family detached units within Tract 3R shall be in general conformance to the attached elevations, set forth in Exhibit F.
 - a. Determination of conformance to conceptual elevations is subject to Town staff interpretation. Appeal of such interpretations shall be made to Town Council for final review and determination.

- D. Regulations
 - 1. Age-Restricted Single Family Detached Area and Building Regulations:
 - a. Type A Lot Regulations:
 - i. A maximum of 20% of age-restricted single family detached units per phase shall be less than 1,800 square feet, and a minimum of 1,600 square feet.
 - b. Type B Lot Regulations:
 - i. Age-restricted single family detached units shall be a minimum of 1,800 square feet.
 - c. Garage Regulations:
 - i. Age-restricted single family detached units shall not be required to have swing-in driveways and/or side facing garages.

- ii. The face of the garage doors shall not extend in front of the main front façade of the home.
- d. Architectural Regulations:
 - i. Cementitious Fiber Siding, shall be permitted as a primary building material, as follows:
 - A. For a maximum of 60% of units per phase.
 - B. On a maximum of 45% of front façades.
 - C. On a maximum of 10% of side façades.
 - D. Shall not be permitted on rear facades.
 - e. Porches:
 - i. Front porches, a minimum of seven feet in depth, shall be required for 30% of homes per phase.

Tracts 3R and 4R

A. Regulations

1. Type A Lot Regulations:

- a. A maximum of 315 total Type A units shall be allowed within Tract 3R and Tract 4R. The maximum allowed Type A units within Tract 3R shall be 175 units. The remainder available Type A units, up to a 280 maximum total, shall be allowed within Tract 4R.

Z16-0011

EXHIBIT "E"

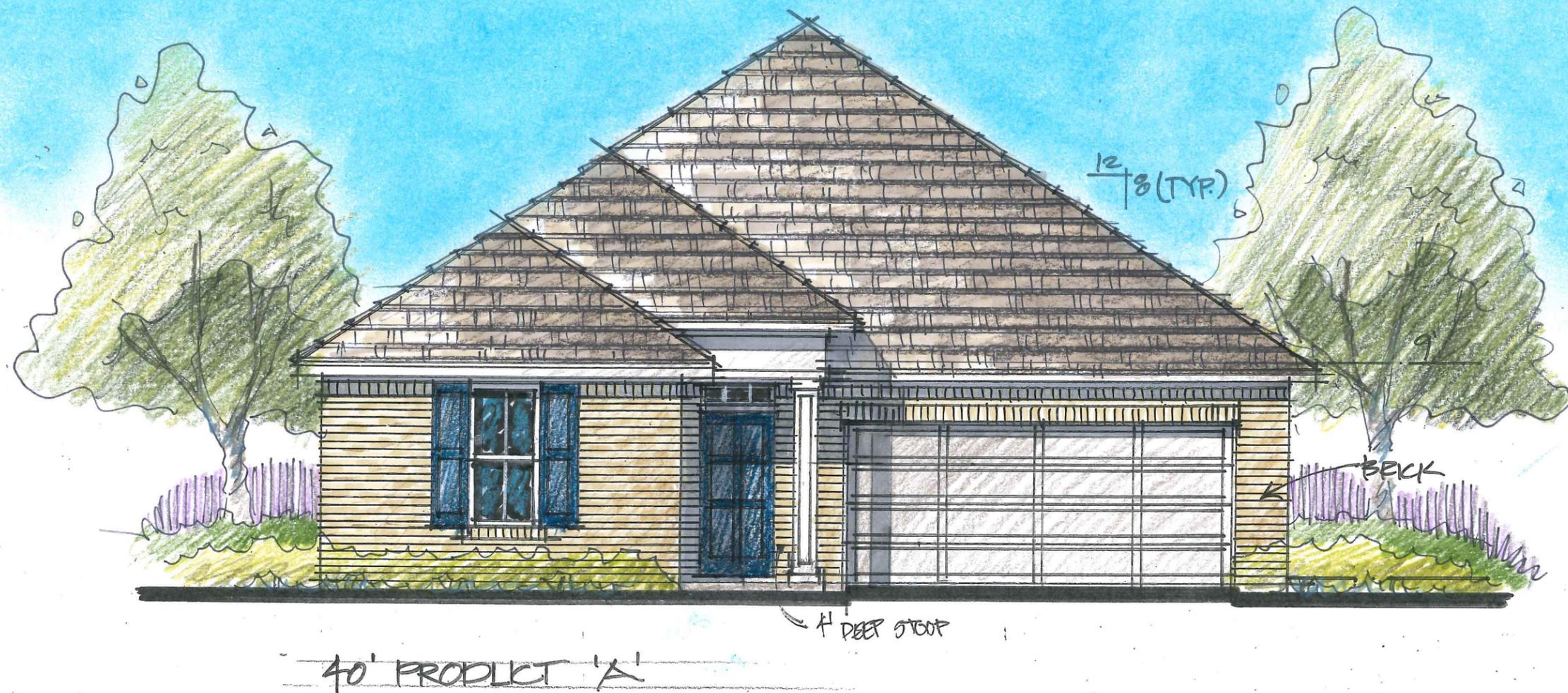
**PROSPER CENTER
PLANNED DEVELOPMENT DISTRICT**

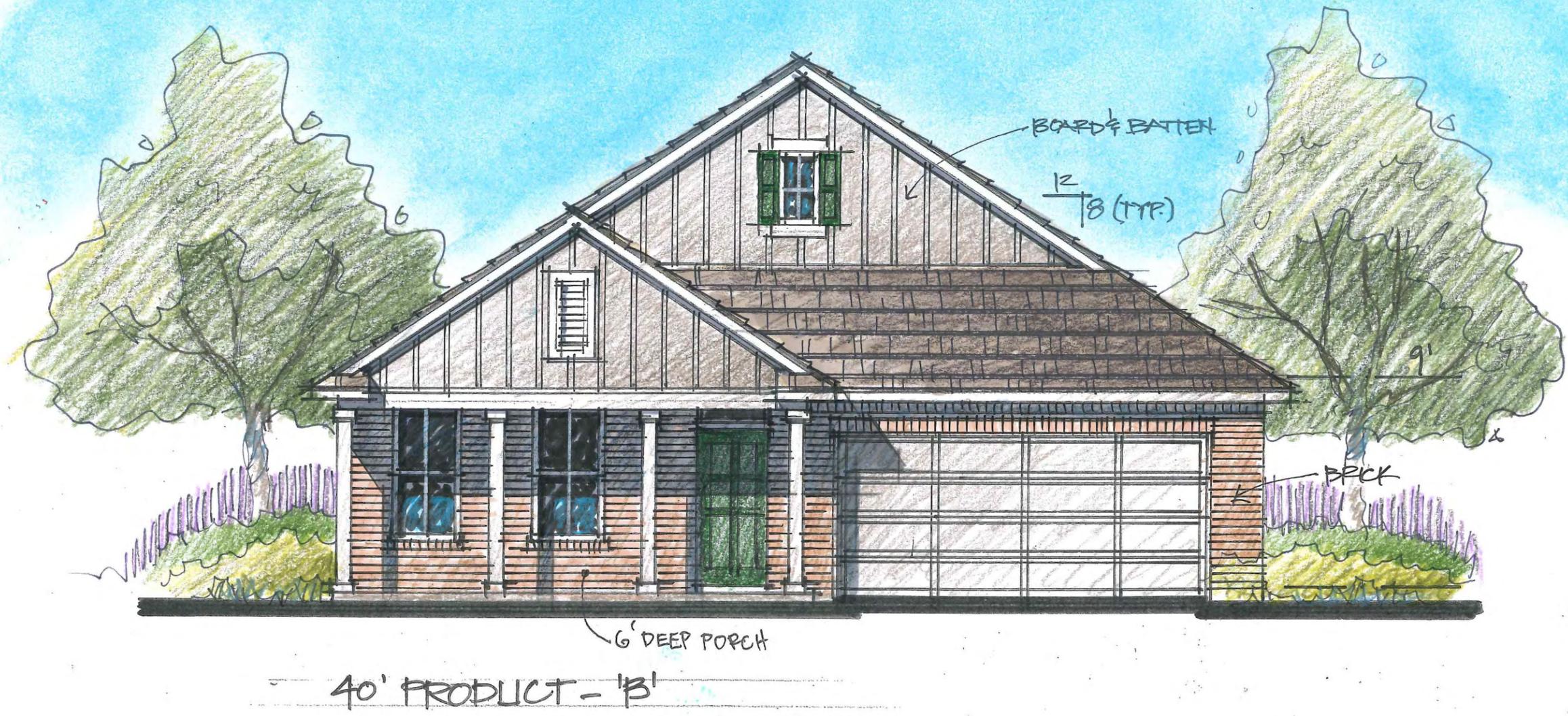
DEVELOPMENT SCHEDULE

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

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









50' PRODUCT 'A'

4' DEEP STOOP

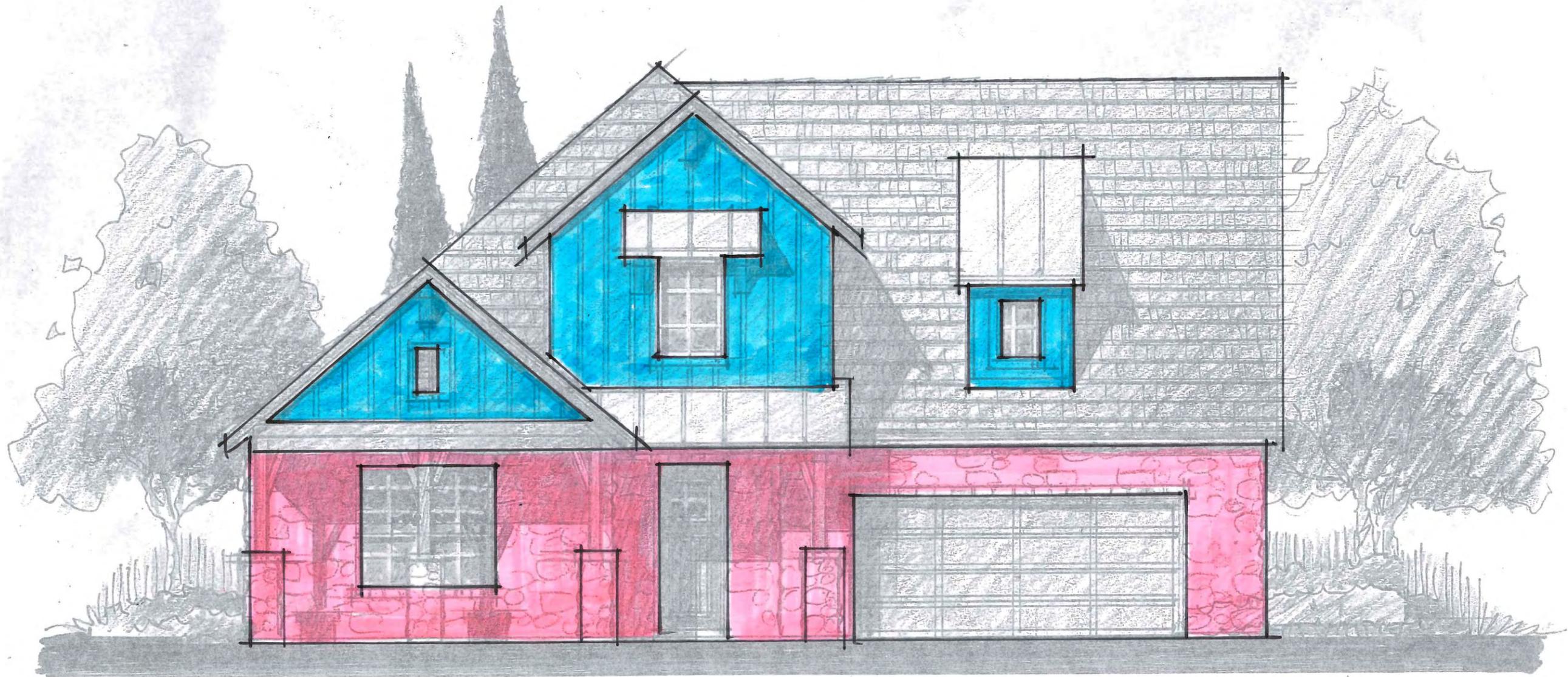


50' PRODUCT 'B'

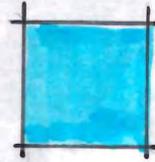
6' DEEP PORCH

SIDING = 171 SQUARE FEET = 37%

MASONRY = 293 SQUARE FEET = 63%



SIDING

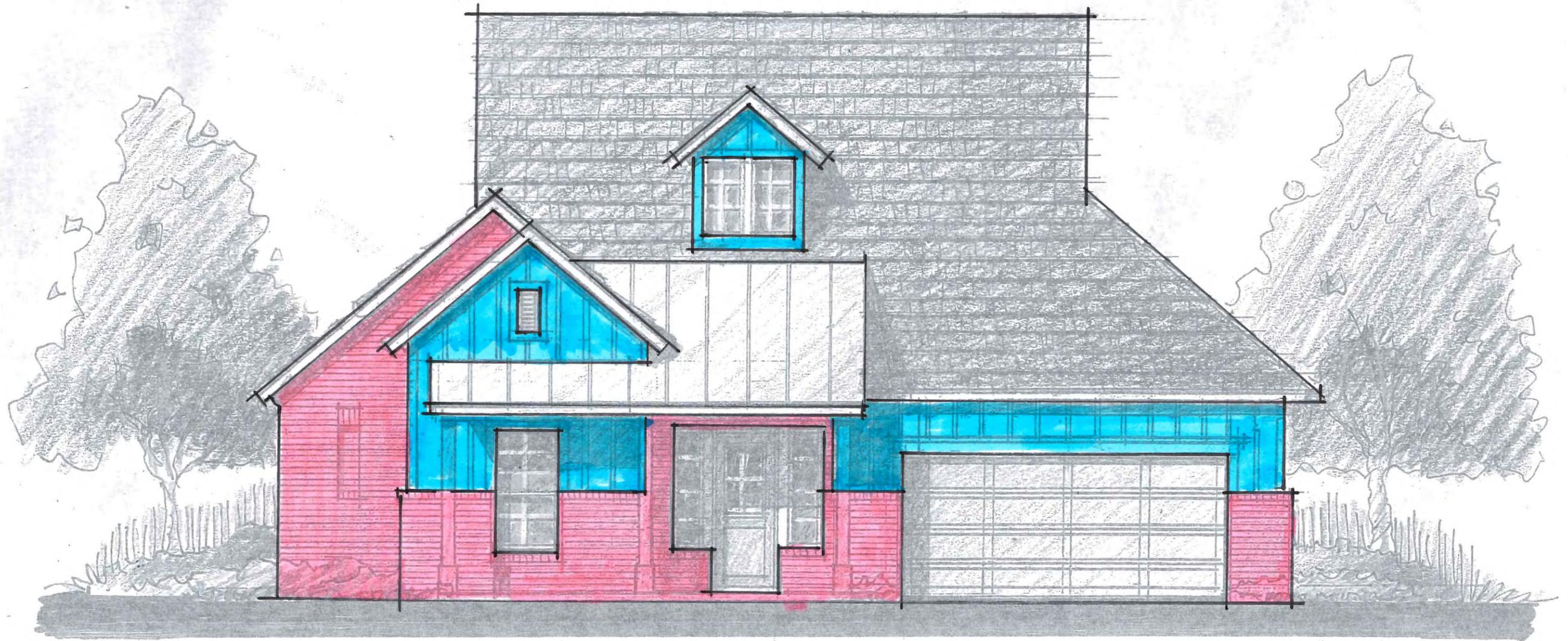


= 100 SQUARE FEET = 33%

MASONRY



= 200 SQUARE FEET = 67%





PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Conduct a Public Hearing and consider and act upon a request to rezone 1.7± acres from Office (O) and Retail (R) to Planned Development-Retail (PD-R), located on the west side of Hays Road, 2,600± feet north of First Street. (Z16-0020).

History:

At the October 11, 2016, meeting, this item was tabled, since the applicant was not present to answer questions from the Council.

Description of Agenda Item:

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Office and Retail	Undeveloped	Retail and Neighborhood Services
North	Office and Retail	Convenience Store (Texaco) and Tree Farm (Tree Source, Inc.)	Retail and Neighborhood Services
East	Agricultural/Planned Development-58	Self-Storage (High Point Self Storage, Inc.) and Office (Allstate Insurance)	Low Density Residential
South	Single Family-15	Single Family Residential	Retail and Neighborhood Services
West	Office and Single Family-15	Convenience Store (Texaco) and Undeveloped	Retail and Neighborhood Services and Medium Density Residential

Requested Zoning –The Zoning Ordinance permits a Child Day Care in all zoning districts except Industrial upon approval of a Specific Use Permit (SUP) by Town Council. A development under a SUP is required to meet all standards of the Town’s Zoning Ordinance. The applicant is requesting to deviate from the Zoning Ordinance’s outdoor play space requirement, as outlined below; therefore, approval of a Planned Development (PD) is required to deviate from the minimum development standards. The proposed PD would allow for development a specific day care building, which will be a 1-story building, totaling 11,120 square feet and will be constructed in a single phase. The facility will accommodate 216 children. The PD exhibits are described below:

- Exhibit A – Boundary survey of the property. The applicant has acquired property from the adjacent Texaco to allow the proposed development to have access to Preston Road and to meet minimum development standards.
- Exhibit B – Statement of intent and purpose.
- Exhibit C – Development standards, which requires development in accordance with the Retail District, with the exception that Child Day Care is a permitted use by right, and that development shall conform to the attached layout, architectural, landscape and outdoor play space exhibits.
- Exhibit D – Conceptual layout, which depicts the location of the building, setbacks, access, parking, detention and outdoor play space for the day care. Access will be provided from Preston Road and Hays Road. Parking has been provided in accordance with the Child Day Care ratio set forth in the Town’s Zoning Ordinance. The general circulation pattern is designated for traffic to enter from Preston Road. The applicant has indicated parents will be required to park in the designated parking spaces and walk the children into the classrooms.

The Town Engineer has concerns with potential cut-through traffic. At the time of final site plan, the applicant will be required to provide traffic calming devices, as shown on Exhibit D, which may include but are not limited to pavement treatments, visual deterrents, etc. subject to approval by the Town’s Engineering and Fire Departments.

- Exhibit E – Development schedule.
- Exhibit F – Architectural renderings, which depict the style and material of the proposed building. The building will consist primarily of brick and stone construction. The elevations meet the minimum standards of the Town’s Zoning Ordinance.
- Exhibit G – Conceptual landscape plan, which depicts the location of required landscaping. The landscaping meets the minimum standards of the Town’s Zoning Ordinance.
- Exhibit H – Outdoor play space plan, which depicts the area of outdoor play space. The Zoning Ordinance requires a Child Day Care to provide outdoor play space at a ratio of 65 square feet per child based on the maximum licensed capacity of the facility, and does not allow the play space to have a dimension of less than 30 feet. The applicant is proposing to provide the outdoor play space to meet the standards of the Zoning Ordinance, but is requesting a reduction to the dimension of less than 30 feet requirement.

The applicant is required to provide 14,040 square feet of outdoor play space to meet the 65 square feet of outdoor play space per child requirement. The applicant has provided 15,302

square feet of outdoor play space. Specifically, the applicant is proposing 11,513 square feet of play space with dimensions greater than 30 feet and 3,789 square feet of play space with dimensions less than 30 feet. Of the 3,789 square feet of play space with dimensions less than 30 feet, the narrowest dimension is 20 feet. Staff feels that adequate play space has been provided meeting the standards of the Town's Zoning Ordinance and that the request is reasonable.

It should be noted that staff has researched Zoning Ordinances of Prosper's ten comparable cities and determined of those cities the City of Frisco is the only other city which regulates the outdoor play space associated with a Child Day Care and does not fall back to the state's regulations.

Future Land Use Plan – The Future Land Use Plan recommends Retail and Neighborhood Services for the property. The rezoning request conforms to the Future Land Use Plan.

Thoroughfare Plan – The property has direct access to Preston Road, an existing six-lane divided major thoroughfare, and Hays Road, which is depicted on the Thoroughfare Plan as a future two-lane undivided, commercial collector. Exhibit A reflects right-of-way dedication necessary for Hays Road, in accordance with the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water service has been extended to the property. Sanitary sewer service will need to be extended to the site prior to or in conjunction with development.

Access – Access to the property will be provided from Preston Road and Hays Road.

Schools – This property is served by the Prosper Independent School District (PISD). It is not anticipated that a school site will be needed on this property.

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

Environmental Considerations – There is no 100-year floodplain located on the property.

Legal Obligations and Review:

Zoning is discretionary. Therefore, the Planning & Zoning Commission is not obligated to approve the request. Notification was provided to neighboring property owners as required by state law.

In conjunction with providing notification, staff notified surrounding property owners that approval of the Planned Development could impact their ability to obtain or renew permits for alcohol sales. To date, Town staff has not received any Public Hearing Notice Reply Forms.

Attached Documents:

1. Zoning map of the surrounding area
2. Proposed PD Exhibits A, B, C, D, E, F, G and H

Planning & Zoning Commission Recommendation:

At their September 20, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-0.

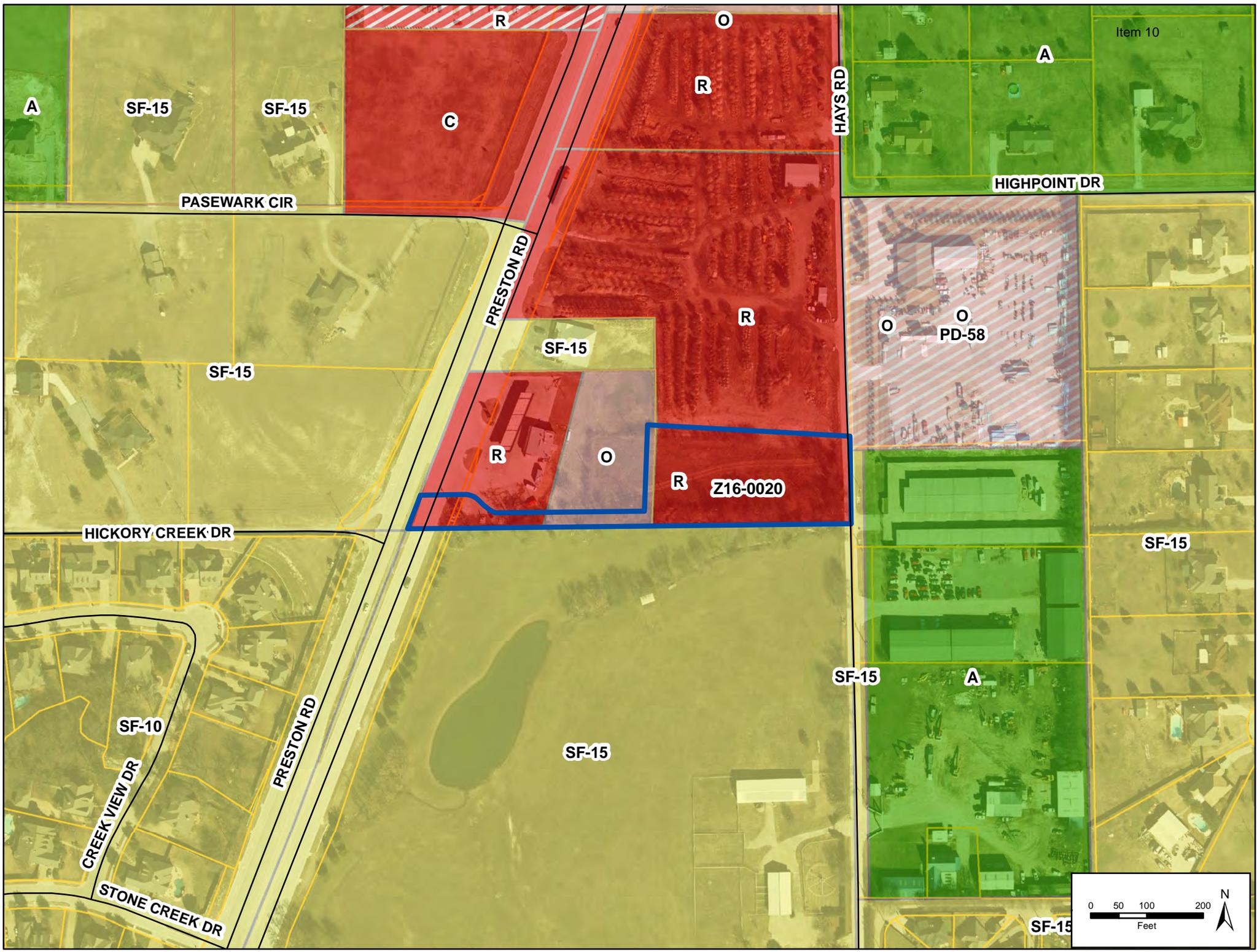
Subsequent to the Planning & Zoning Commission meeting, the applicant revised Exhibit D to change the fencing material along the northern and western property lines (the change is noted in "red"). The request is to use a six-foot wood fence in lieu of the previously-noted open fencing. They indicated that the change has been made due to safety and privacy concerns discussed during the Planning & Zoning Commission meeting.

Town Staff Recommendation:

Town staff recommends the Town Council approve the request to rezone 1.7± acres from Office (O) and Retail (R) to Planned Development-Retail (PD-R), located on the west side of Hays Road, 2,600± feet north of First Street.

Proposed Motion:

I move to approve the request to rezone 1.7± acres from Office (O) and Retail (R) to Planned Development-Retail (PD-R), located on the west side of Hays Road, 2,600± feet north of First Street.



A

SF-15

SF-15

PASEWARK CIR

R

C

R

O

HAYSDR

A

Item 10

HIGHPOINT DR

SF-15

PRESTON RD

SF-15

R

O

PD-58

R

O

R

Z16-0020

HICKORY CREEK DR

SF-15

SF-10

CREEK VIEW DR

PRESTON RD

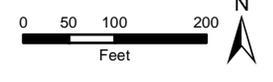
SF-15

SF-15

A

STONE CREEK DR

SF-15



Owner's Certificate

Metes and Bounds Description: (1.743 Acres)

Being a tract of land, situated in the John R. Tunney Survey, Abstract No. 916, in Collin County, Texas, and being all of that called 1.342 acre tract of land described by deed to MA Realty Services, LLC, as recorded under Document No. 20100929001043970, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and also being a part of that called 2.000 acre tract, as recorded under Document No. 20150113000038940, O.P.R.C.C.T., said tract being more particularly described as follows:

BEGINNING at an "X" cut set in concrete paving for the southeasterly corner of said 1.342 acre tract, same being the northeasterly corner of that tract of land, described by deed to Blue Star Land, L.P., as recorded in Volume 4421, Page 1264, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said corner also being in County Road No. 77;

THENCE South 89°22'00" West, along the southerly line of said 1.342 acre tract, same being the northerly line of said Blue Star Land, L.P. tract, passing at a distance of 353.37', a 1/2" iron rod with a plastic cap stamped "RPLS 5560" found for the southwesterly corner of said 1.342 acre tract, same being the southeasterly corner of said 2.000 acre tract, and continuing along the common line between said 2.000 acre and Blue Star Land, L.P. tracts, passing at a distance of 709.16' to a TxDot Brass Monument found in the southeasterly monumented line of State Highway No. 289, and continuing over and across said State Highway No. 289, a total distance of 788.89' to a point for corner in the approximate centerline of said State Highway No. 289;

THENCE North 21°13'08" East, along said approximate centerline of State Highway No. 289, a distance of 64.06' to a point for corner;

THENCE North 89°22'00" East, over and across said State Highway No. 289, a distance of 80.32' to a point for corner in the southeasterly monumented line of said State Highway No. 289, same being in the northwesterly line of said 2.000 acre tract, same being at the beginning of a curve to the right, having a radius of 30.00', a central angle of 49°14'46", and a chord which bears, South 66°24'18" East, a chord distance of 25.00';

Thence along said curve to the right, in a southeasterly direction, an arc length of 25.79' to a point for corner, said corner being at the beginning of a curve to the left, having a radius of 100.00', a central angle of 21°06'10", and a chord which bears, South 52°20'00" East, a chord distance of 36.62';

Thence along said curve to the left, in a southeasterly direction, an arc length of 36.63' to a point for corner;

THENCE continuing over and across said 2.000 acre tract, the following courses and distances:

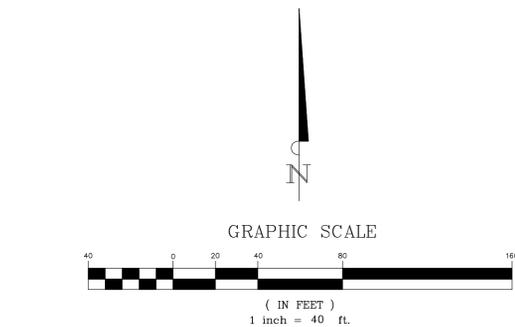
North 89°22'00" East, a distance of 266.06' to a point for corner;

North 02°05'20" East, a distance of 153.19' to a point for corner;

South 86°52'02" East, passing at a distance of 15.00', a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found for the northwesterly corner of said 1.342 acre tract, same being an "ell" corner of a tract of land described by deed to H & R Partners, LP, as recorded under Document No. 20071227001707200, O.P.R.C.C.T., and continuing along the common line between said H & R Partners, LP tract and said 1.342 acre tract, a total distance of 360.28' to an "X" cut set in concrete for the northwesterly corner of said 1.342 acre tract, same being the southeasterly corner of said H & R Partners, LP tract, said corner also being in County Road No. 77;

THENCE South 00°45'40" East, along the easterly line of said 1.342 acre tract, same being along said County Road No. 77, a distance of 155.85' to the POINT OF BEGINNING and containing 1.743 acres of land, more or less.

Existing Zoning: Retail & Office
Proposed Zoning: Planned Development
Total Gross: 1.743 Acres
Total Net: 1.526 Acres
FLUP: Retail & Neighborhood Services



Notes:

- 1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0235-I, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain".
- 2. The surveyor has relied on the title commitment provided by the Title Company shown hereon, with regard to any easements, restrictions, or rights-of-way affecting the above described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.
- 3. Bearings are based on the southeasterly right-of-way line for State Highway No. 289, as recorded under Document No. 20110810000839590, Official Public Records, Collin County, Texas.
- 4. The easement recorded in Volume 696, Page 40, D.R.C.C.T. cannot be located as described.
- 5. The easement recorded in Volume 1066, Page 524, D.R.C.C.T. does not affect the herein described property.
- 6. The Access, Utilities, and Sign Easement recorded under Document No. 20100929001043980, O.P.R.C.C.T., as affected by Partial Release, recorded under Document No. 2011019000994430, O.P.R.C.C.T. affects the herein described property, as shown.

Benchmarks Used:

Benchmarks were used, as shown on the Lot Grading Plan for TANNER'S MILL PHASE 1A, prepared by Spiars Engineering, Issue Date: 03-01-2013, and signed by Tim C. Spiars, dated 05/22/14, Sheet 14 of 17.

Benchmark No. 2: Centerline "X" found in concrete at the intersection of Lone Star Drive and Paradise Place off of Preston Road. Elevation=742.81'

Benchmark No. 3: Centerline "X" found in concrete in the middle of the cul-de-sac at the end of Paradise Court. Elevation=665.09'

Surveyor's Certification:

TO: First American Title Guaranty Company (G.F. No. 2086294-HXF69); Angela Wolfe and MA Realty Services, LLC;

I, Michael B. Arthur, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that the plot hereon represents an actual survey made on the ground and that all lines and dimensions shown are correct to the best of my knowledge. There were no visible conflicts found during the time of this survey, except as shown.



REVISED: 07/06/2016 City Corrections.

REVISED: 07/06/2016 To add trees.

DATE: 06/30/2016 SCALE: 1" = 40' DRAWN BY: C.S.H. CHK'D BY: M.B.A. JOB NO.: 2015-0093

State Highway No. 289 (Preston Road) (variable width right-of-way)

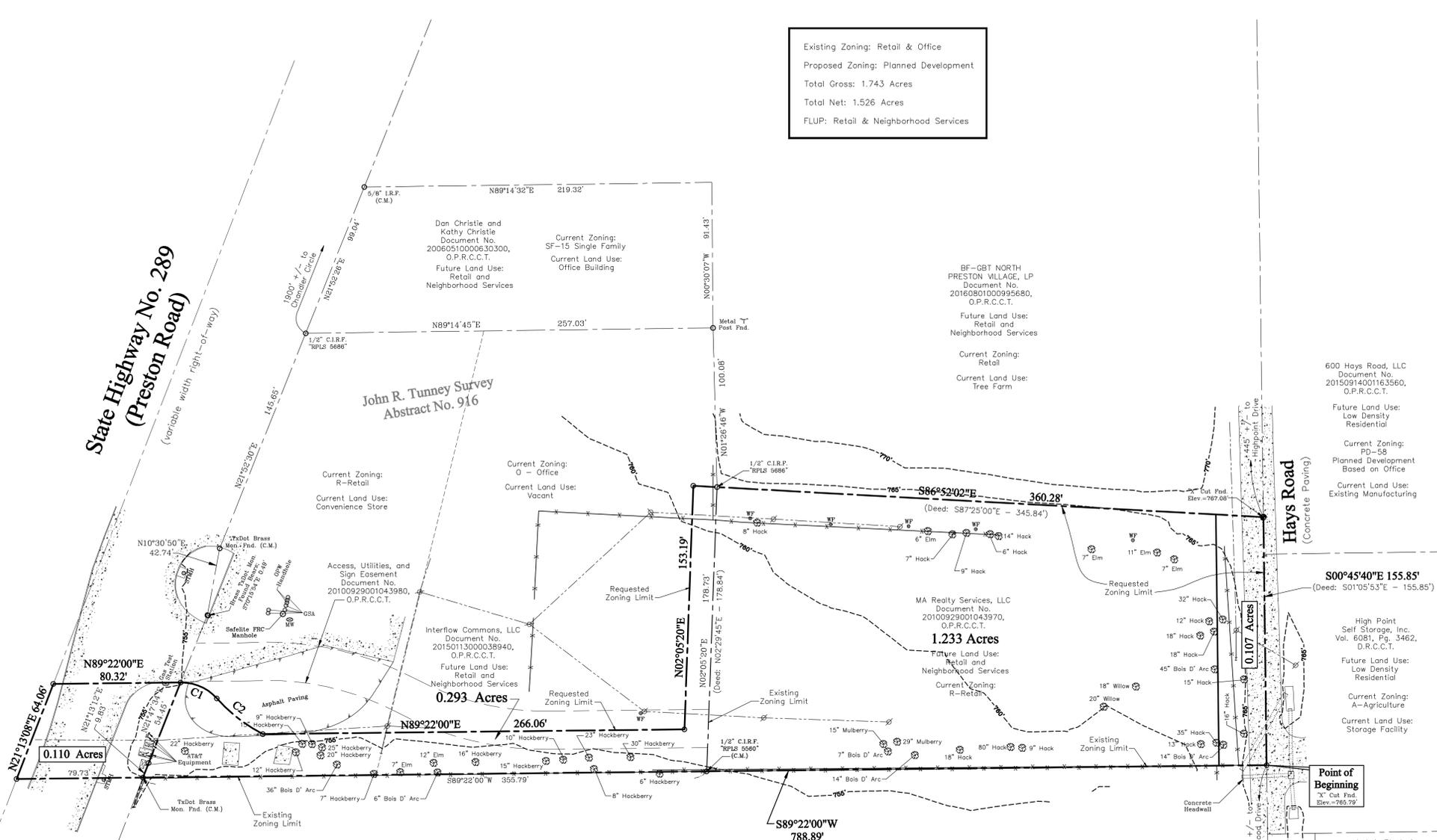


Table with 2 columns: C1 (Radius=30.00', Arc Length=25.79', Delta=49°14'46", Chrd. Bng.=S66°24'18"E, Chord=25.00') and C2 (Radius=100.00', Arc Length=36.63', Delta=21°06'10", Chrd. Bng.=S52°20'00"E, Chord=36.62')



Blue Star Land, L.P. Vol. 4421, Pg. 1264, D.R.C.C.T. Future Land Use: Retail and Neighborhood Services Current Zoning: SF-15 Single Family Current Land Use: Single Family Residential

LEGEND

Legend table listing symbols for I.R.F. (Iron Rod Found), (C.M.) (Controlling Monument), C.I.R.F. (Capped Iron Rod Found), C.I.R.S. (1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set), D.R.C.C.T. (Deed Records, Collin County, Texas), O.P.R.C.C.T. (Official Public Records, Collin County, Texas)

LEGEND

Legend table listing symbols for Existing Fence, Water Faucet, Chain Link Fence, Concrete, Asphalt, Light Standard, Guy Wire/Anchor, Utility Pole, Overhead Wires, Water Valve, Water Meter, Fire Hydrant, Irrigation Control Valve, Sanitary Sewer Cleanout, Sanitary Sewer Manhole, Storm Drain Manhole, Gas Meter, Site Benchmark

500°45'40"E 155.85' (Deed: S01°05'53"E - 155.85')

High Point Self Storage, Inc. Vol. 6081, Pg. 3462, D.R.C.C.T. Future Land Use: Low Density Residential Current Zoning: A-Agriculture Current Land Use: Storage Facility

Lot 1, Block A EDGEMON ADDITION Vol. P, Pg. 378, M.R.C.C.T. 4E Prosper, LLC Vol. 5945, Pg. 3942, D.R.C.C.T. Future Land Use: Low Density Residential Current Zoning: A-Agriculture Current Land Use: Construction Yard

ENGINEER/APPLICANT: Heimberger Associates, Inc. 1525 Bazman Road Wylie, Texas 75098 Mr. Randall T. Heimberger, P.E. (972) 442-7459

Owner: MA Realty Services, LLC 3116 Crossridge Drive, McKinney, Texas 75071

Owner: Interflow Commons, LLC 1304 W. Walnut Hill Lane Suite 212 Irving, Texas 75038

CASE NO. Z16-0020 EXHIBIT "A" 1.743 Acres John R. Tunney Survey, Abstract No. 916 Town of Prosper, Collin County, Texas

North Texas Surveying, L.L.C. Registered Professional Land Surveyors 1515 South McDonald St., Suite 110, McKinney, Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexasurveying.com Firm Registration No. 10074200

-Exhibit B-

Childrens Lighthouse

Statement of Intent and Purpose

The applicant intends to develop a child day care center. The proposed child day care center is currently planned to be approximately 11,120 square feet. A modification to the play space regulations of the Town's Zoning Ordinance allows for the proposal of 15,302 square feet of outdoor play space.

-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.

- A.1 Except as noted below, the Tract shall develop in accordance with the Retail District, as it exists or may be amended.
- A.2 Development Plans
 - 1. Concept 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. Outdoor Play Space: Development shall be in conformance with the attached outdoor play space exhibit, set forth in Exhibit H.
- A.3 Uses. Uses shall be permitted in accordance with the Retail District with the exception that only the following uses shall be permitted by right:
 - 1. Child Day Care Center.
- A.4 Regulations
 - 1. The outdoor play space shall be permitted to have dimensions less than thirty (30) feet, as shown in Exhibit H.

State Highway No. 289
(Preston Road)
(VARIABLE WIDTH RIGHT-OF-WAY)

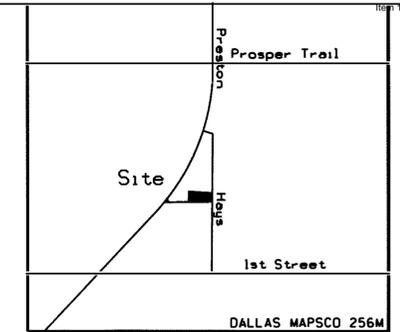
DAN CHRISTIE AND KATHY CHRISTIE
DOCUMENT NO. 2006051000630300.
O.P.R.C.C.T.

CURRENT ZONING SF-12 SINGLEFAMILY
CURRENT LAND USE OFFICE BUILDING
FUTURE LAND USE RETAIL AND NEIGHBORHOOD SERVICES

BF-GBT NORTH PRESTON VILLAGE LP
C/O BRETT BRANTLEY
DOCUMENT NO. 20160801000995680.
O.P.R.C.C.T.

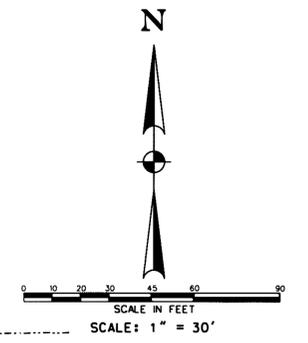
LINE LEGEND:

- PROPERTY LINE
- DRAINAGE FLOW
- PROPOSED WATER LINE
- ROAD CENTER LINE
- PROPOSED STORM SEWER
- PROPOSED STREET
- 610- EXISTING CONTOUR LINE
- 610- PROPOSED CONTOUR LINE
- BUILDING SETBACK LINE
- DRAINAGE EASEMENT
- DRAINAGE DIVIDE LINE
- ROW / LOT LINE
- EXISTING WATER FAUCET
- EXISTING FENCE
- EXISTING POWER POLE
- EXISTING PAVEMENT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED SEWER



600 HAYS ROAD LLC
DOCUMENT NO. 20150914001163560.
O.P.R.C.C.T.

CURRENT ZONING PDS
PLANNED DEVELOPMENT
BASED ON PREVIOUS
CURRENT LAND USE
EXISTING MANUFACTURING
FUTURE LAND USE
LOW DENSITY
RESIDENTIAL



ULTIMATE HAYS ROAD
GROSS SECTION - 37' 0"-0
S00°45'40"E 155.85'
(DEED: S01°05'53"E 155.85')

HIGH POINT
SELF STORAGE, INC.
VOL. 6081, PG. 3462
D.R.C.C.T.

CURRENT ZONING A-AGRICULTURE
CURRENT LAND USE STORAGE FACILITY
FUTURE LAND USE
LOW DENSITY
RESIDENTIAL

LOT 1, BLOCK A
EDGEMON ADDITION
VOL. P, PG. 378, TOWN OF PROSPER CASE #Z16-0020
M.R.C.C.T.

OWNERS:
MA REALTY SERVICES, LLC
3116 CROSSRIDGE DRIVE
MCKINNEY, TEXAS 75071

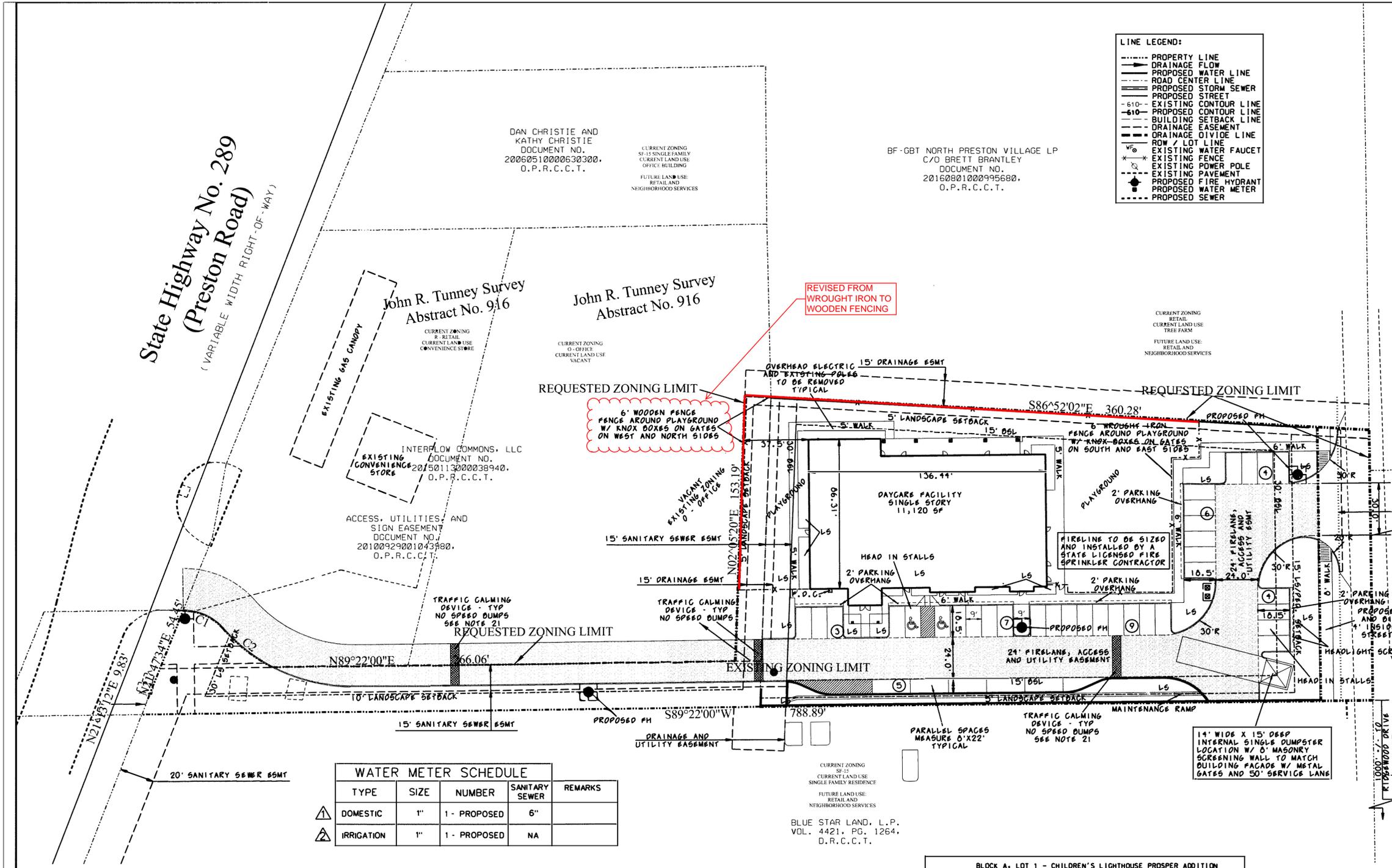
INTERFLOW COMMONS, LLC
1304 W. WALNUT HILL LANE, STE 212
IRVING, TEXAS 75083

ENGINEER/APPLICANT:
HELMBERGER ASSOCIATES, INC.
1525 BOZMAN ROAD
WYLLIE, TEXAS 75098
MR. RANDALL T. HELMBERGER, P.E.
(972) 442-7459

EXHIBIT D
CHILDREN'S LIGHTHOUSE LEARNING CENTER
1.7430 ACRES
JOHN R. TUNNEY SURVEY, ABSTRACT No. 916
COLLIN COUNTY - PROSPER, TEXAS

TYPE REGISTRATION NO. F-000756
HELMBERGER ASSOCIATES, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS
1525 BOZMAN ROAD, WYLLIE, TEXAS 75098 (972) 442-7459

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
HELM.	CADD	JULY 2016	1"=30'	EXHIBIT D	1546	C1



REVISOR FROM WROUGHT IRON TO WOODEN FENCING

WATER METER SCHEDULE

TYPE	SIZE	NUMBER	SANITARY SEWER	REMARKS
DOMESTIC	1"	1 - PROPOSED	6"	
IRRIGATION	1"	1 - PROPOSED	NA	

C1
RADIUS=30.00'
ARC LENGTH=25.79'
DELTA=49°14'46"
CHRD. BRNG.=566°24'18"E
CHORD=25.00'

C2
RADIUS=100.00'
ARC LENGTH=36.83'
DELTA=21°06'10"
CHRD. BRNG.=552°20'00"E
CHORD=36.62'

BLOCK A, LOT 1 - CHILDREN'S LIGHTHOUSE PROSPER ADDITION

- ZONING: EXISTING: R - RETAIL
- PROPOSED USE: DAY CARE
- PROPERTY AREA: 66,428 SF - 1.53 ACRES (1.66 ACRES GROSS)
- BUILDING AREA: 11,120 SF
- BUILDING HEIGHT: 1 - STORY - 33'
- LOT COVERAGE: 16.7%
- F.A.R. = 1.11
- PARKING REQUIRED: 1 SPACE/10 STUDENTS (216 STUDENTS) = 22 SPACES + 1 SPACE/TEACHER (15 TEACHERS) = 15 SPACES = 37 SPACES TOTAL
- HANDICAP REQUIRED 1 ACCESSIBLE/25 SPACE PROVIDED = 2 ACCESSIBLE
- PARKING PROVIDED: 36 SPACES + 2 ACCESSIBLE = 38 SPACES
- INTERIOR LANDSCAPE REQUIRED: 15 SF/PARKING SPACE = 570 SF
- INTERIOR LANDSCAPE PROVIDED: 58,370 SF
- OPEN SPACE REQUIRED - 7% TOTAL AREA = 4,650 SF
- OPEN SPACE PROVIDED = 10,681 SF
- TOTAL SQUARE FOOTAGE OF IMPERVIOUS SURFACE: 34,287 SF
- PLAY AREA REQUIRED = 14,040 SF
- PLAY AREA PROVIDED:
 - PLAY AREA WITH DIMENSIONS GREATER THAN 30 FEET = 11,513 SF
 - PLAY AREA WITH DIMENSIONS LESS THAN 30 FEET = 3,789 SF
 - TOTAL PLAY AREA PROVIDED = 15,302 SF

NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN AREA

GENERAL SITE PLAN NOTES

ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE 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 CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) 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.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- ALL DIMENSIONS ARE TO BACK OF CURB.
- TRAFFIC CALMING DEVICES SUBJECT TO STAFF REC. AT TIME OF FINAL SITE PLAN.

-Exhibit E-
Childrens Lighthouse
Development Schedule

It is anticipated that the construction of Childrens Lighthouse will begin in the winter of 2017, with a completion date of summer 2017.



SOUTH SIDE ELEVATION

TOTAL FACADE AREA = 1,622 SF
WINDOWS & DOORS = 451 SF
NET FACADE AREA = 1,171 SF
01 BRICK AREA = 314 SF (29%)
02 STONE AREA INCLUDING CAST STONE = 727 SF (62%)
SECONDARY MATERIALS = 103 SF (9%)



NORTH SIDE ELEVATION

TOTAL FACADE AREA = 1,412 SF
WINDOWS & DOORS = 198 SF
NET FACADE AREA = 1,214 SF
01 BRICK AREA = 683 SF (56%)
02 STONE AREA INCLUDING CAST STONE = 411 SF (34%)
SECONDARY MATERIALS = 120 SF (10%)



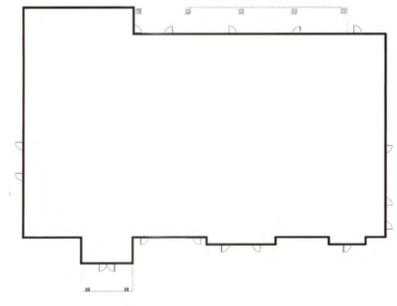
EAST SIDE ELEVATION

TOTAL FACADE AREA = 1,055 SF
WINDOWS & DOORS = 163 SF
NET FACADE AREA = 892 SF
01 BRICK AREA = 533 SF (60%)
02 STONE AREA INCLUDING CAST STONE = 272 SF (31%)
SECONDARY MATERIALS = 87 SF (9%)



WEST SIDE ELEVATION

TOTAL FACADE AREA = 1,148 SF
WINDOWS & DOORS = 138 SF
NET FACADE AREA = 1,010 SF
01 BRICK AREA = 530 SF (53%)
02 STONE AREA INCLUDING CAST STONE = 375 SF (37%)
SECONDARY MATERIALS = 105 SF (10%)



KEY PLAN

MATERIAL LEGEND	
01	KING SIZE BRICK BY ACME BRICK COMPANY CHURCHILL (GENERAL COLOR- BROWN/ BEIGE)
02	ACME NATURAL STONE ANTIQUE- CHOPPED LUEDERS (GENERAL COLOR- BEIGE)
03	STUCCO PLASTER FINISH/FASCIA TRIM COLOR- SHERWIN WILLIAMS (7042) SHOJI WHITE
04	ASPHALT SHINGLES BY CERTAINTED INDEPENDENCE IN HEATHERBLEND OR EQUAL (GENERAL COLOR- BRWON/GREY)
05	PRE-FABRICATED LIGHTHOUSE FEATURE AND METAL ROOF BERRIDGE STANDARD METAL COLOR- BURGUNDY

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

DRAWN: CHILDREN'S LIGHTHOUSE LEARNING CENTER
 12112 ABBINATHY CIRCLE
 MCKINNEY, TEXAS 75071
 (972) 292-1992

ENGINEER/APPLICANT:
 HILMBERGER ASSOCIATES, INC.
 5225 BOZMAN ROAD
 STE. B. TEXAS 75098
 WWW.HILMBERGER.COM
 (972) 442-7459

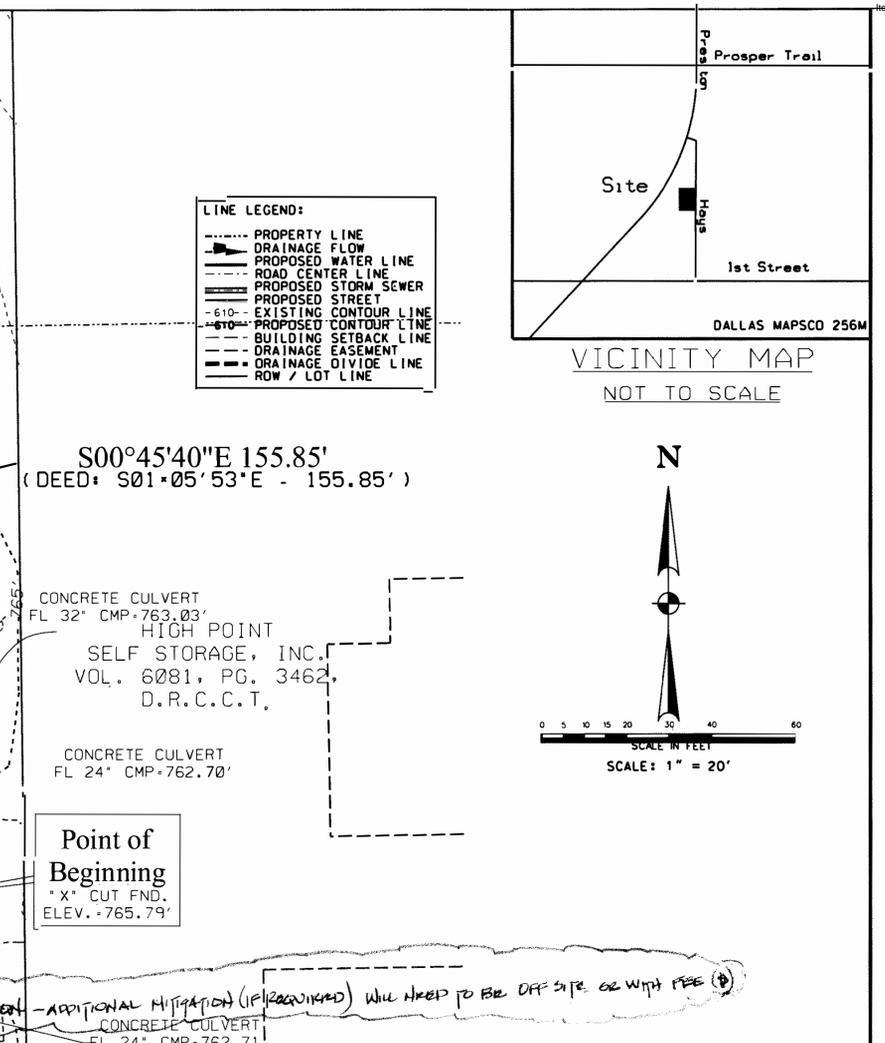
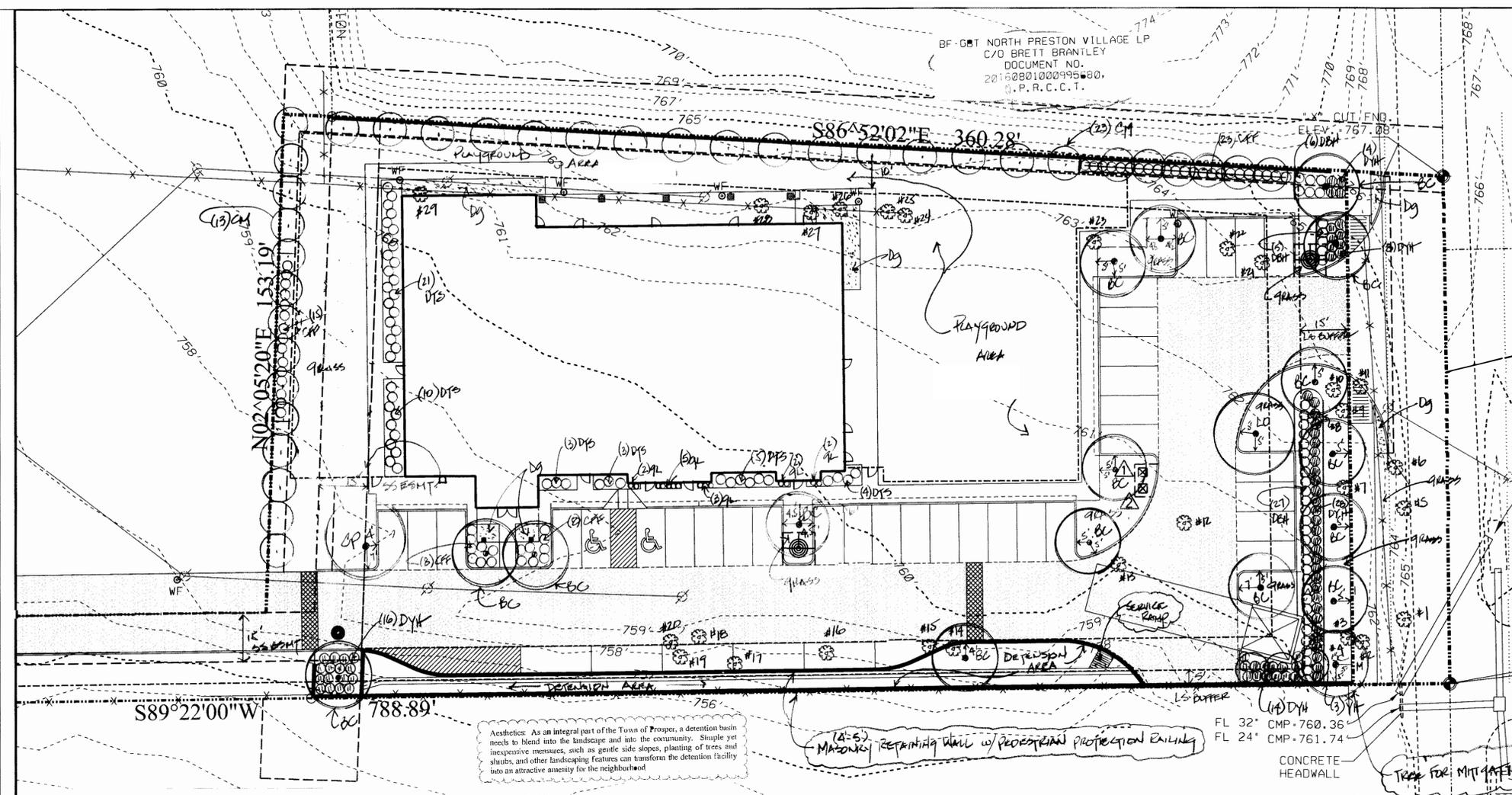
TOWN OF PROSPER CASE #216-0020

FACADE PLAN (EXHIBIT- F)

CHILDREN'S LIGHTHOUSE LEARNING CENTER
 1.7430 ACRES
 JOHN R. TUNNEY SURVEY, ABSTRACT No. 916
 COLLIN COUNTY - PROSPER, TEXAS

DATE	SCALE	NO. 1	NO. 2
10/13/2023	1/8" = 1'-0"		
DESIGNER	DRAWN	CHECKED	DATE
HL	HL	HL	10/13/2023

CIVIL AND ENVIRONMENTAL ENGINEERS
 1000 W. WILSON ROAD, SUITE 1100, DALLAS, TEXAS 75207
 (972) 242-1100



LINE LEGEND:

- PROPERTY LINE
- DRAINAGE FLOW
- PROPOSED WATER LINE
- ROAD CENTER LINE
- PROPOSED STORM SEWER
- PROPOSED STREET
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- BUILDING SETBACK LINE
- DRAINAGE EASEMENT
- DRAINAGE DIVIDE LINE
- ROW / LOT LINE

S00°45'40"E 155.85'
(DEED: S01°05'53"E - 155.85')

CONCRETE CULVERT
FL 32" CMP-763.03'
HIGH POINT
SELF STORAGE, INC.
VOL. 6081, PG. 3462,
D.R.C.C.T.

CONCRETE CULVERT
FL 24" CMP-762.70'

Point of
Beginning
X" CUT FND.
ELEV. -765.79'

CONCRETE CULVERT
FL 24" CMP-762.71'

ADDITIONAL MITIGATION (IF REQUIRED) WILL NEED TO BE OFF SITE OR WITH FEE

Aesthetics: As an integral part of the Town of Prosper, a detention basin needs to blend into the landscape and into the community. Simple yet inexpensive measures, such as gentle side slopes, planting of trees and shrubs, and other landscaping features can transform the detention facility into an attractive amenity for the neighborhood.

(1-5) MASONRY RETAINING WALL w/ PROTECTIVE PROJECTION EASING

TREE #	TREE SPECIES	CALIPER (INCHES)	PROTECTED (Y/N)	REMOVED (Y/N)	CONDITION OF TREE / COMMENTS
1	HACKBERRY	14	N	Y	POOR
2	BOIS D ARC	20	N	Y	FAIR
3	HACKBERRY	30	N	Y	GOOD
4	HACKBERRY	15	N	Y	POOR
5	HACKBERRY	13	N	Y	POOR
6	RED CEDAR	7	N	Y	GOOD
7	BOIS D ARC	45	N	Y	CLUSTER
8	HACKBERRY	18	N	Y	POOR
9	HACKBERRY	15	N	Y	GOOD
10	HACKBERRY	10	N	Y	POOR
11	HACKBERRY	28	N	Y	GOOD
12	WILLOW	14	N	Y	FAIR BROKEN LIMBS
13	WILLOW	18	N	Y	FAIR BROKEN LIMBS
14	HACKBERRY	8	N	Y	POOR
15	HACKBERRY	56	N	Y	CLUSTER
16	HACKBERRY	14	N	Y	GOOD
17	BOIS D ARC	14	N	Y	FAIR
18	HACKBERRY	22	N	Y	GOOD
19	BOIS D ARC	7	N	Y	GOOD
20	HACKBERRY	14	N	Y	GOOD
21	HACKBERRY	6.5	N	Y	GOOD
22	HACKBERRY	10	N	Y	GOOD
23	HACKBERRY	5.8	N	Y	GOOD
24	HACKBERRY	11	N	Y	POOR
25	HACKBERRY	6	N	Y	POOR
26	HACKBERRY	7	N	Y	POOR
27	HACKBERRY	7	N	Y	POOR
28	ELM	5.5	N	Y	GOOD
29	HACKBERRY	6	N	Y	POOR
30	HACKBERRY	22	N	Y	FAIR
31	HACKBERRY	8	N	Y	GOOD
32	HACKBERRY	18	N	Y	GOOD
33	HACKBERRY	8	N	Y	GOOD
34	HACKBERRY	15	N	Y	GOOD
35	HACKBERRY	12	N	Y	FAIR
36	RED BUD	6	N	Y	GOOD
37	SOAPBERRY	12	Y	Y	FAIR
38	SOAPBERRY	6	N	Y	GOOD
39	HACKBERRY	7	N	Y	GOOD
40	BOIS D ARC	18	N	Y	POOR
41	HACKBERRY	16	N	Y	POOR
42	HACKBERRY	22	N	Y	POOR
43	HACKBERRY	9	N	Y	GOOD
44	HACKBERRY	15	N	Y	POOR
45	HACKBERRY	12	N	Y	POOR
46	HACKBERRY	18	N	Y	POOR

LANDSCAPE NOTES:
Grass to be Hydromulch Bermuda or solid sod 419 Bermuda. Check with the Town of Prosper to determine how to apply turf grass during water restrictions.

All landscape areas are to be watered by a fully automatic irrigation system including rain and freeze sensors as per Town of Prosper and TEC codes.

Grass and bed areas are to be separated by 14 gauge metal edging.

Contractor is to verify plant material quantities and notify owner of any conflicts.

Bed preparation shall consist of incorporating one 4 cubic foot bale of sphagnum peat moss and one 3 cubic foot bag of landscapers mix per 75 sq. ft. into the top six inches of existing soil.

All plant material shall meet American Nursery Standards for height and width in each container size. With the exception of ground cover beds, all plant material shall be mulched with 2" of cedar mulch (minimum except Waterways Boxwood which needs 3" radius clearance free of mulch or soil over surface roots, or stem rot may occur.

Trees shall have a root ball of a minimum of 10 inches of diameter for each inch of caliper.

Contractor shall be responsible for locating all utilities and obtaining permits as required by Town of Prosper.

LANDSCAPING REQUIREMENTS:
Landscape Perimeter:
Hays Road: 155.85' (1-3" caliper large tree and 1.5-5 gallon shrubs per 30 linear feet of street frontage)

North: 315.84' (5' buffer, 1 small tree and 1-5 gallon shrub per 15 linear feet)

South: 323.37' (5' buffer, 1 small tree and 1-5 gallon shrub per 15 linear feet)

West: 178.84' (5' buffer, 1 small tree and 1-5 gallon shrub per 15 linear feet)

Parking Lot Screening: Provided
Interior Parking Lot: 38 spaces (15 s.f. space required, 570 s.f. landscaping)
Required: 570 s.f.
Provided: 570 s.f.

No tree further than 150 linear feet from a parking space provided

Building Landscaping: N/A

I, _____ being a Landscape Architect or Arborist attest that the identification and size of trees identified on this survey are correct and that all Protected Trees have been shown.

Signature: _____ Date: _____

TOWN OF PROSPER NOTES

MAINTENANCE: The owner, tenant and/or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping required by this Ordinance. All plant material shall be perpetually maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials that do shall be replaced by property owner, tenant or agent with plant material of similar variety and size, within thirty (30) days of notification by the Town or a date approved by the Town.

- 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.
- All turf areas to be established prior to the Certificate of Occupancy, unless otherwise approved by the Town.
- Ground covers 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 devise 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 results 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 a tree.
- Topsoil shall be a minimum of 8 inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial to plant growth.
- All plant beds shall be top-dressed with a minimum of 3 inches 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 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 agent(s), 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 landscaped areas. 21) All plant material 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 or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
- No planting areas shall exceed 3:1 slope. 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 landscape 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.

PLANT	PLANT NAME	SIZE	SPACING	HEIGHT	QUANTITY
DBH	Dwarf Barberry (Hortensia cordata barberry)	3" cal	36"	24"	38
DYH	Dwarf Yucca (Hortensia cordata barberry)	3" cal	36"	14"	70
DFP	Chinese Philodendron (Chlorophytum complanatum)	3" cal	36"	14"	54
DTS	Dwarf Texas Sage (Leucophyllum frutescens)	3" cal	36"	14"	48
GL	Giant Lily (Lilium alba)	3" cal	36"	12"	14
DM	Orange Mistle (Cassipouira ruga tuberculata)	3" cal	36"	7-8"	36
YH	Yucca Holly (Yucca rostrata)	3" cal	36"	7-8"	3
LO	Live Oak (Quercus virginiana)	3" cal	36"	12"	1
BC	Bald Cypress (Taxodium distichum)	3" cal	36"	12"	17
CP	Chinese Parasitica (Passiflora foetida)	3" cal	36"	12"	1

EXHIBIT G

TOWN OF PROSPER CASE #216-0020

OWNERS:
MA REALTY SERVICES, LLC
3116 CROSSRIDGE DRIVE
IRVING, TEXAS 75031

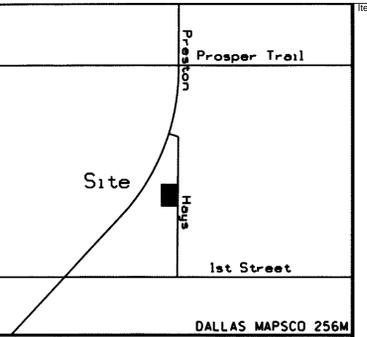
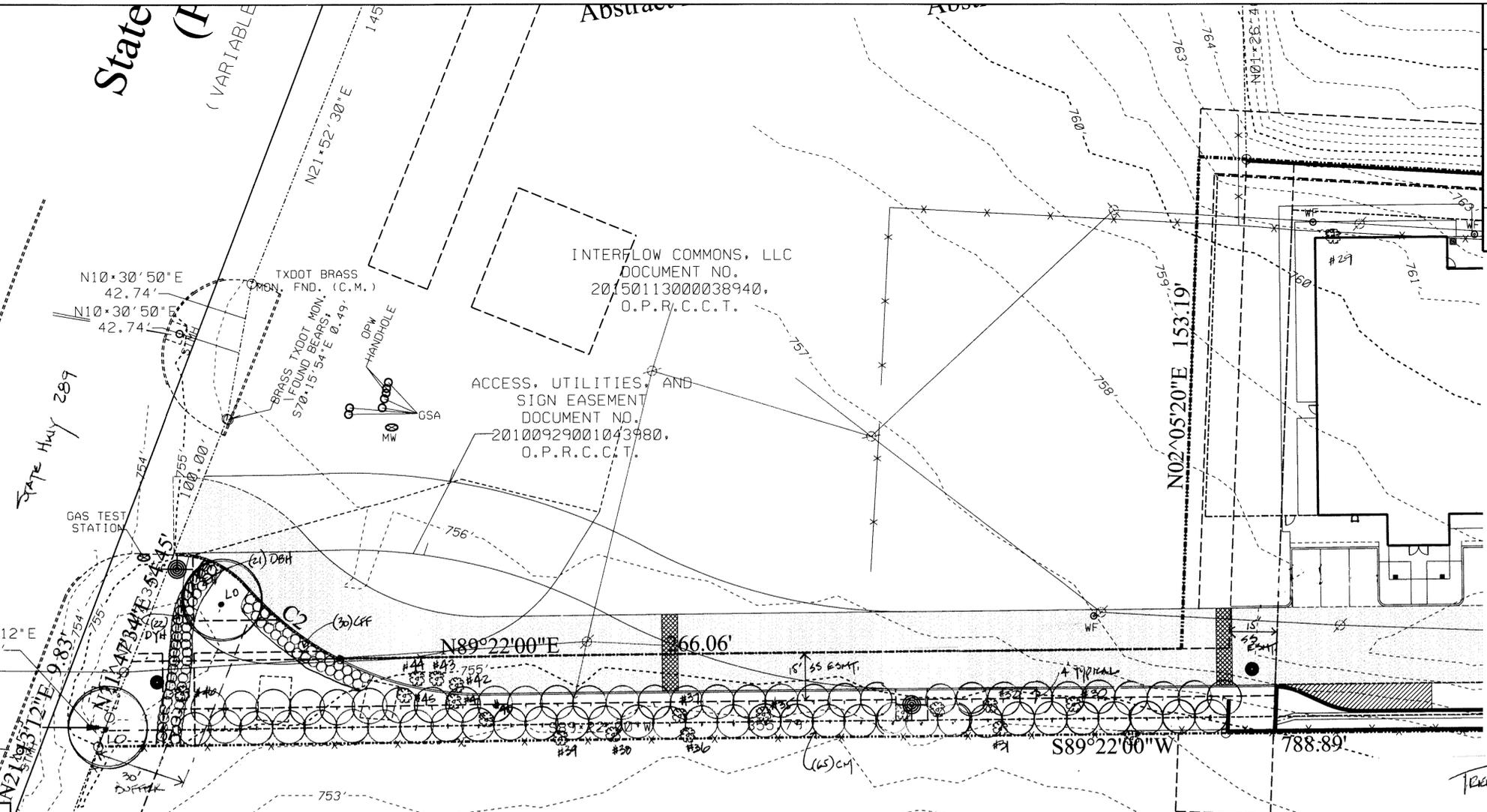
INTERFLOW COMMONS, LLC
1304 W. WALNUT HILL LANE, STE 212
IRVING, TEXAS 75083

ENGINEER/APPLICANT:
HELMBERGER ASSOCIATES, INC.
1525 BOZMAN ROAD
WYLIE, TEXAS 75098
MR. RANDALL T. HELMBERGER, P.E.
(972) 442-7459

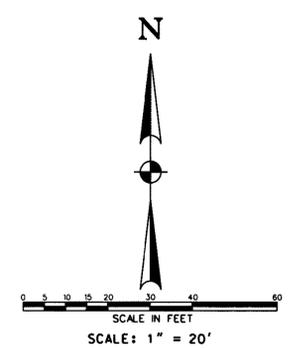
LANDSCAPE PLAN					
CHILDREN'S LIGHTHOUSE LEARNING CENTER					
1.7430 ACRES					
JOHN R. TUNNEY SURVEY, ABSTRACT No. 916					
COLLIN COUNTY - PROSPER, TEXAS					
SHARP LANDSCAPES					
1129 HUNTINGTON DRIVE, RICHARDSON, TEXAS 75080					
BILL SHARP - 972-970-6172					
DESIGN	DRAWN	DATE	SCALE	NOTES	NO.
HELM.	CADD	JULY 2016	1"=20'	LANDSCAPE	1546 L1

TOP MH=754.90'
FL 36" RCP (NE)=746.39'
FL 48" RCP (SW)=745.95'

TOP MH=751.74'
FL 48" RCP (NE)=742.49'
FL 48" RCP (SW)=742.39'



VICINITY MAP
NOT TO SCALE



TREE #	TREE SPECIES	CALIPER (INCHES)	PROTECTED (Y/N)	REMOVED (Y/N)	CONDITION OF TREE / COMMENTS
1	HACKBERRY	14	N	Y	POOR
2	BOIS D'ARC	20	N	Y	FAIR
3	HACKBERRY	30	N	Y	GOOD
4	HACKBERRY	15	N	Y	POOR
5	HACKBERRY	13	N	Y	POOR
6	RED CEDAR	7	N	Y	GOOD
7	BOIS D'ARC	45	N	Y	CLUSTER
8	HACKBERRY	18	N	Y	POOR
9	HACKBERRY	15	N	Y	GOOD
10	HACKBERRY	10	N	Y	POOR
11	HACKBERRY	28	N	Y	GOOD
12	WILLOW	14	N	Y	FAIR BROKEN LIMBS
13	WILLOW	18	N	Y	FAIR BROKEN LIMBS
14	HACKBERRY	8	N	Y	POOR
15	HACKBERRY	56	N	Y	CLUSTER
16	HACKBERRY	14	N	Y	GOOD
17	BOIS D'ARC	14	N	Y	FAIR
18	HACKBERRY	22	N	Y	GOOD
19	BOIS D'ARC	7	N	Y	GOOD
20	HACKBERRY	14	N	Y	GOOD
21	HACKBERRY	6.5	N	Y	GOOD
22	HACKBERRY	10	N	Y	GOOD
23	HACKBERRY	5.8	N	Y	GOOD
24	HACKBERRY	11	N	Y	POOR
25	HACKBERRY	6	N	Y	POOR
26	HACKBERRY	7	N	Y	POOR
27	HACKBERRY	7	N	Y	POOR
28	ELM	5.5	N	Y	GOOD
29	HACKBERRY	6	N	Y	POOR
30	HACKBERRY	22	N	Y	FAIR
31	HACKBERRY	8	N	Y	GOOD
32	HACKBERRY	18	N	Y	GOOD
33	HACKBERRY	8	N	Y	GOOD
34	HACKBERRY	15	N	Y	GOOD
35	HACKBERRY	12	N	Y	FAIR
36	RED BUD	6	N	Y	GOOD
37	SOAPBERRY	12	Y	Y	FAIR
38	SOAPBERRY	6	N	Y	GOOD
39	HACKBERRY	7	N	Y	GOOD
40	BOIS D'ARC	18	N	Y	POOR
41	HACKBERRY	16	N	Y	POOR
42	HACKBERRY	22	N	Y	POOR
43	HACKBERRY	9	N	Y	GOOD
44	HACKBERRY	15	N	Y	POOR
45	HACKBERRY	12	N	Y	POOR
46	HACKBERRY	18	N	Y	POOR

LANDSCAPE NOTES:

Grass to be Hydromulch Bermuda or solid sod 419 Bermuda. Check with the Town of Prosper to determine how to apply turf grass during water restrictions.

All landscape areas are to be watered by a fully automatic irrigation system including rain and freeze sensors as per Town of Prosper and TECQ codes.

Grass and bed areas are to be separated by 14 gauge metal edging.

Contractor is to verify plant material quantities and notify owner of any conflicts.

Bed preparation shall consist of incorporating one 4 cubic foot bale of spagnum peat moss and one 3 cubic foot bag of landscapers mix per 75 sq. ft. into the top six inches of existing soil.

All plant material shall meet American Nursery Standards for height and width in each container size. With the exception of ground cover beds, all plant material shall be mulched with 2" of cedar mulch (minimum) except *Wintergreen Boxwood*, which needs 3" radius clearance free of mulch or soil over surface roots, or stem rot may occur.

Trees shall have a root ball of a minimum of 10 inches of diameter for each inch of caliper.

Contractor shall be responsible for locating all utilities and obtaining permits as required by Town of Prosper.

LANDSCAPING REQUIREMENTS:

Landscape Perimeter:

SH 289: 65' (1-3" caliper large tree and 1.5- 5 gallon shrubs per 30 linear feet of street frontage)

Trees Required: 2
Trees Provided: 33
Shrubs Required: 43
Shrubs Provided: 43
South: 355.79' (5' buffer, 1 small tree and 1- 5 gallon shrub per 15 linear feet)
Trees Required: 24
Trees Provided: 24
Shrubs Required: 24
Shrubs Provided: (use 8 from Hays end) 24
North: 355.79' (5' buffer, 1 small tree and 1- 5 gallon shrub per 15 linear feet)
Trees Required: 24
Trees Provided: (provided in south buffer) 24
Shrubs Required: 24
Shrubs Provided: (use 10 extra provided along 289 remainder in south buffer) 24

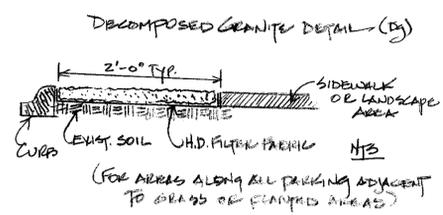
Building Landscaping: N/A

I, _____, being a Landscape Architect or Arborist attest that the identification and size of trees identified on this survey are correct and that all Protected Trees have been shown.

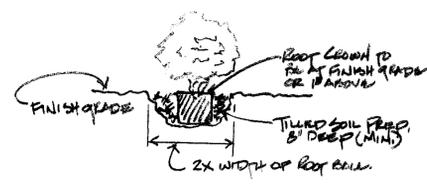
Signature: _____ Date: _____

NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN AREA

SEE SHEET L-1 FOR TOWN OF PROSPER NOTES



SHRUB PLANTING DETAIL



TREE PLANTING DETAIL

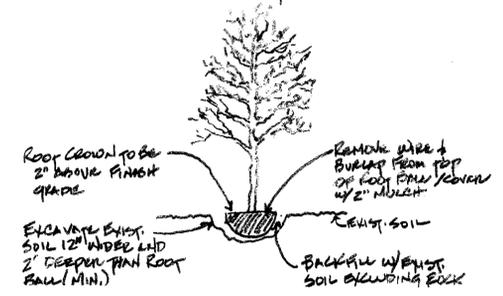
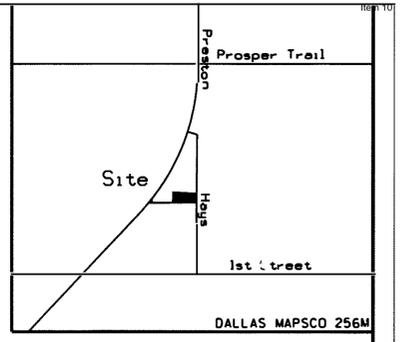


EXHIBIT "C"
TOWN OF PROSPER CASE #216-0020

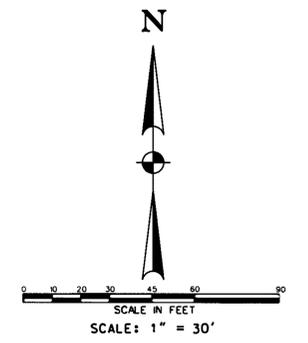
LANDSCAPE PLAN					
CHILDREN'S LIGHTHOUSE LEARNING CENTER					
1.7430 ACRES					
JOHN R. TUNNEY SURVEY, ABSTRACT No. 916					
COLLIN COUNTY - PROSPER, TEXAS					
SHARP LANDSCAPES					
1129 HUNTINGTON DRIVE, RICHARDSON, TEXAS 75080					
DILL SHARP - 972-970-6172					
DESIGN	DRAWN	DATE	SCALE	NOTES	NO.
HELM.	CAOD	JULY 2016	1"=20'	LANDSCAPE	1546
					L2

LINE LEGEND:

- PROPERTY LINE
- DRAINAGE FLOW
- PROPOSED WATER LINE
- ROAD CENTER LINE
- PROPOSED STORM SEWER
- PROPOSED STREET
- 610- EXISTING CONTOUR LINE
- 610- PROPOSED CONTOUR LINE
- BUILDING SETBACK LINE
- DRAINAGE EASEMENT
- DRAINAGE DIVIDE LINE
- ROW / LOT LINE
- ⊙ EXISTING WATER FAUCET
- ⊙ EXISTING FENCE
- ⊙ EXISTING POWER POLE
- ⊙ EXISTING PAVEMENT
- ⊙ PROPOSED FIRE HYDRANT
- ⊙ PROPOSED WATER METER
- PROPOSED SEWER



VICINITY MAP
NOT TO SCALE



State Highway No. 289
(Preston Road)
(VARIABLE WIDTH RIGHT-OF-WAY)

DAN CHRISTIE AND
KATHY CHRISTIE
DOCUMENT NO.
2006051000630300,
O.P.R.C.C.T.

CURRENT ZONING
SF-35 SINGLE FAMILY
CURRENT LAND USE
OFFICE BUILDING
FUTURE LAND USE
RETAIL AND
NEIGHBORHOOD SERVICES

BF-GBT NORTH PRESTON VILLAGE LP
C/O BRETT BRANTLEY
DOCUMENT NO.
20160801000995680,
O.P.R.C.C.T.

CURRENT ZONING
RETAIL
CURRENT LAND USE
TREE FARM
FUTURE LAND USE
RETAIL AND
NEIGHBORHOOD SERVICES

600 HAYS ROAD LLC
DOCUMENT NO.
20150114001163560,
O.P.R.C.C.T.

CURRENT ZONING
PD-R
PLANNED DEVELOPMENT
BASED ON OFFICE
CURRENT LAND USE
EXISTING MANUFACTURING
FUTURE LAND USE
LOW DENSITY
RESIDENTIAL

S00°45'40"E 155.85'
(DEED: S01°05'53"E - 155.85')

HIGH POINT
SELF STORAGE, INC.
VOL. 6081, PG. 3462,
D.R.C.C.T.

CURRENT ZONING
A-AGRICULTURE
CURRENT LAND USE
STORAGE FACILITY
FUTURE LAND USE
LOW DENSITY
RESIDENTIAL

LOT 1, BLOCK A
EDGEMON ADDITION
VOL. P, PG. 378,
M.R.C.C.T.

CURRENT ZONING
A-AGRICULTURE
CURRENT LAND USE
CONSTRUCTION YARD
FUTURE LAND USE
LOW DENSITY
RESIDENTIAL

TOWN OF PROSPER CASE #216-0020

OWNERS:
MA REALTY SERVICES, LLC
3116 CROSSRIDGE DRIVE
MCKINNEY, TEXAS 75071

INTERFLOW COMMONS, LLC
1304 W. WALNUT HILL LANE, STE 212
IRVING, TEXAS 75083

ENGINEER/APPLICANT:
HELMBERGER ASSOCIATES, INC.
1525 BOZMAN ROAD
WYLIE, TEXAS 75098
MR. RANDALL T. HELMBERGER, P.E.
(972) 442-7459

PLAY AREA REQUIRED = 14,040 SF
PLAY AREA PROVIDED
PLAY AREA WITH DIMENSIONS GREATER THAN 30 FEET = 11,513 SF
PLAY AREA WITH DIMENSIONS LESS THAN 30 FEET = 3,789 SF
TOTAL PLAY AREA PROVIDED = 15,302 SF

CURRENT ZONING
SF-15
CURRENT LAND USE
SINGLE FAMILY RESIDENCE
FUTURE LAND USE
RETAIL AND
NEIGHBORHOOD SERVICES

BLUE STAR LAND, L.P.
VOL. 4421, PG. 1264,
D.R.C.C.T.

C1
RADIUS=30.00'
ARC LENGTH=25.79'
DELTA=49°14'46"
CHRO. BRNG.=S66°24'18"E
CHORD=25.00'
C2
RADIUS=100.00'
ARC LENGTH=36.83'
DELTA=21°06'10"
CHRO. BRNG.=S52°20'00"E
CHORD=36.62'

1. ZONING: EXISTING: R - RETAIL AND O - OFFICE

NO PORTION OF THIS SITE IS LOCATED
WITHIN THE 100 YEAR FLOODPLAIN AREA

EXHIBIT H						
CHILDREN'S LIGHTHOUSE LEARNING CENTER						
1.7430 ACRES						
JOHN R. TUNNEY SURVEY, ABSTRACT No. 916						
COLLIN COUNTY - PROSPER, TEXAS						
 HELMBERGER ASSOCIATES, INC. CIVIL AND ENVIRONMENTAL ENGINEERS 1525 BOZMAN ROAD, WYLIE, TEXAS 75098 (972) 442-7459						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
HELM.	CADD	JULY 2016	1"=30'	EXHIBIT H	1546	C1



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and act upon a request for a Façade Exception for the Gates of Prosper, Phase 1, Block B, Lot 4 (Chili's), located on the east side of Preston Road, 700± feet north of future Richland Boulevard. (MD16-0014).

Description of Agenda Item:

The applicant is seeking a Façade Exception for a 6,046 square foot restaurant located within the Gates of Prosper, to allow for an increase in secondary materials.

The Zoning Ordinance limits secondary materials to 10% of an elevation. As depicted on the revised elevations, the applicant is requesting the exterior of the structure of the proposed Chili's to be constructed primarily of brick and stone as required by the ordinance, but is also requesting for the use of tile, metal, and fabric to exceed 10% on each of the elevations. Specifically, the applicant is proposing secondary materials as follows:

	Tile	Metal	Fabric	Total
North	21%	6%	13%	40%
South	21%	6%	3%	30%
East	5%	4%	10%	19%
West	14%	5%	0%	19%

Please note that the exterior masonry requirements for the Zoning Ordinance permit the use of fabric awnings without impacting the masonry requirements. However, the Gates of Prosper PD require the inclusion of awnings into the material calculations. In considering an exception to the required masonry requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:

- (a) is a unique architectural expression;
- (b) includes unique building styles and materials;
- (c) is consistent with high quality development;
- (d) is or would be visually harmoniousness with existing or proposed nearby buildings;
- (e) has obvious merit based upon the quality and durability of the materials; and
- (f) represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.

Please reference the attached letter from the applicant addressing the aforementioned criteria in support of the request.

Attachments:

1. Location Map
2. Proposed Elevations for Chili's
3. Criteria Response Letter

Planning & Zoning Commission Recommendation:

At their October 4, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 5-0, subject to the addition of tile to the back of the parapet walls.

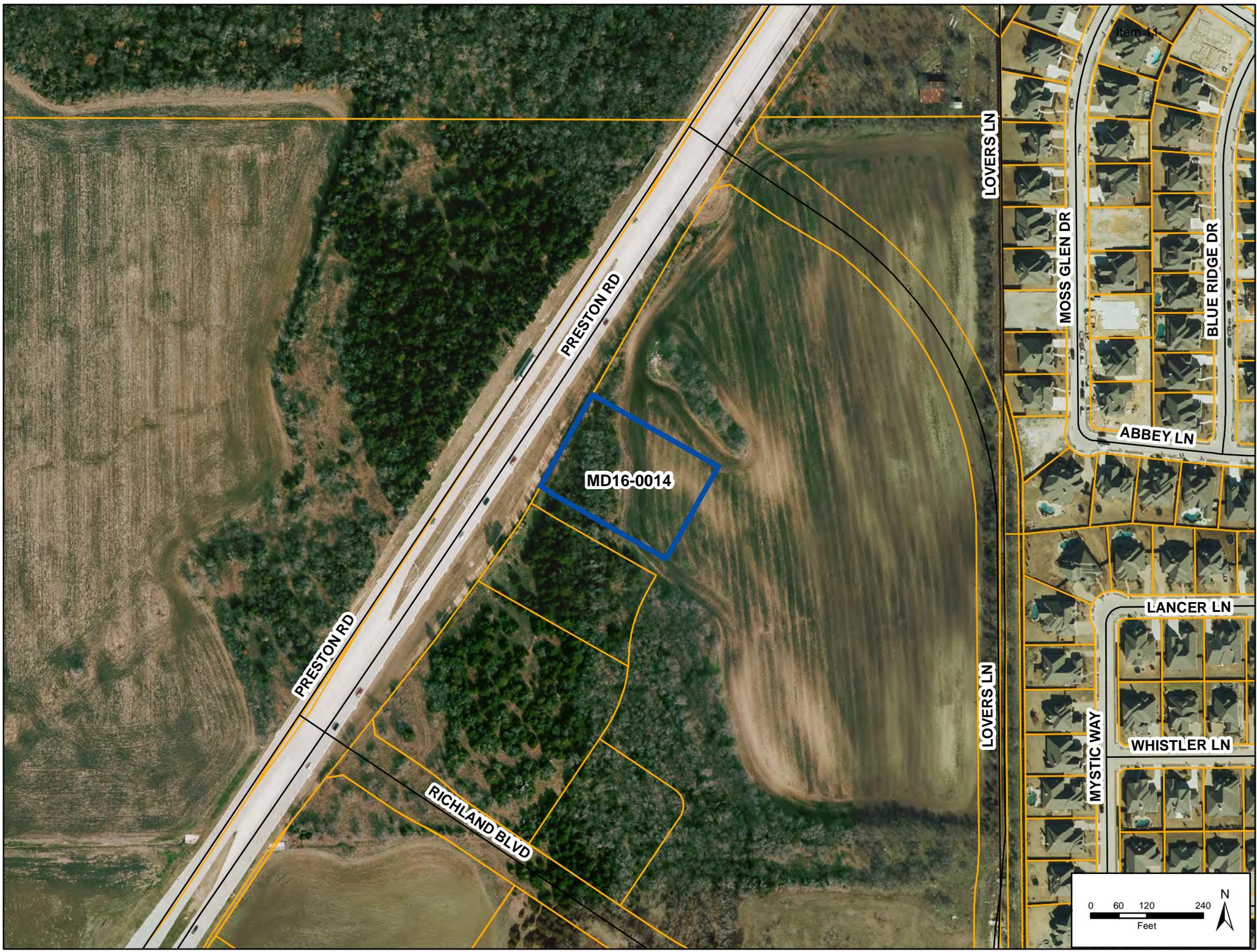
Since the meeting, the applicant has revised the elevations to add tile to the back of the parapet walls, per the recommendations of the Planning & Zoning Commission. The applicant has also added brick to the back of three segments of exposure rear parapet areas. The originally proposed elevations and the revised elevations identifying the added tile and brick area are attached for reference.

Town Staff Recommendation:

Town staff recommends approval of the request for a façade exception for the Gates of Prosper, Phase 1, Block B, Lot 4 (Chili's).

Proposed Motion:

I move to approve a request for a façade exception for the Gates of Prosper, Phase 1, Block B, Lot 4 (Chili's).



MD16-0014

PRESTON RD

PRESTON RD

RICHLAND BLVD

LOVERS LN

LOVERS LN

MOSS GLEN DR

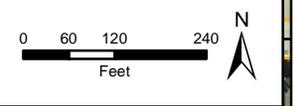
BLUE RIDGE DR

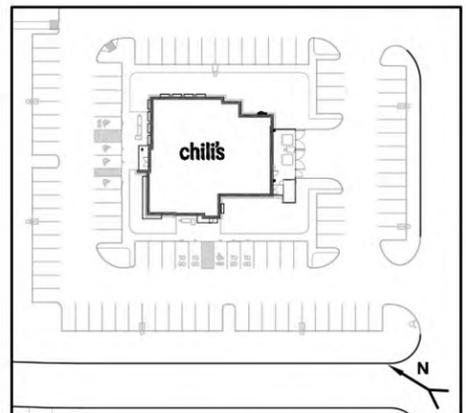
ABBAY LN

LANCER LN

WHISTLER LN

MYSTIC WAY





KEY PLAN



09/28/16

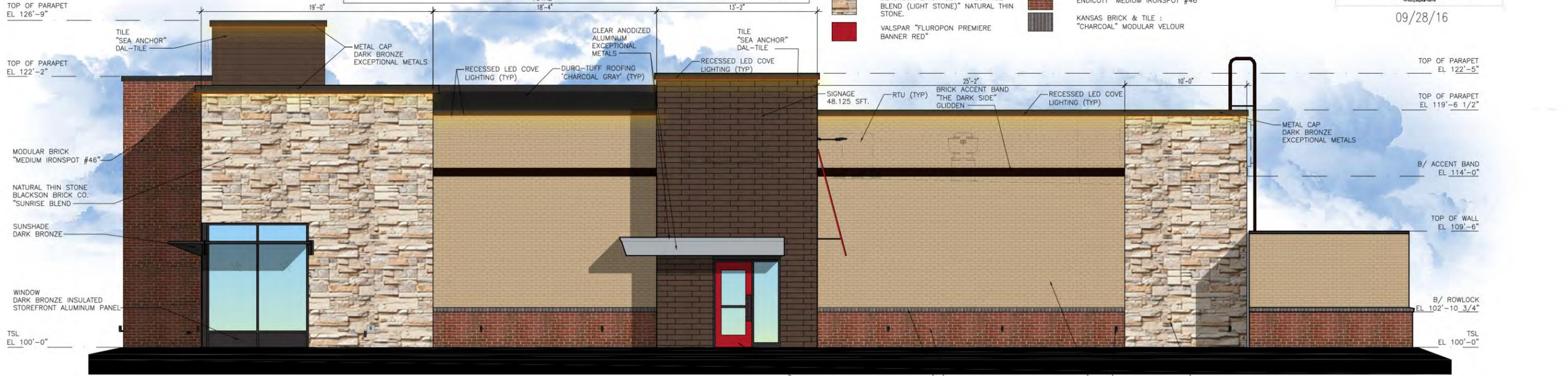
FRONT ELEVATION (NORTH)

AREA CALCULATIONS

TOTAL SURFACE AREA =	2094 SFT.
GLAZING SURFACE AREA =	465 SFT.
NET SURFACE AREA =	1629 SFT.

STONE-SUNRISE BLEND (LIGHT STONE) =	345 SFT.	21%
BRICK-BLENDED BRICK DUTCH GRAY MATT =	449 SFT.	28%
BRICK-ENDICOTT MEDIUM IRONSPOT =	140 SFT.	9%
BRICK-KANSAS BRICK CHARCOAL =	34 SFT.	2%
TILE-DALTILE YACHT CLUB =	337 SFT.	21%
MISC- METAL CANOPY/PARAPET CAP =	100 SFT.	6%
MISC- FABRIC AWNING =	224 SFT.	13%
TOTAL =	1629 SFT.	100%

- GLIDDEN "AUTHENTIC BROWN"
- BELDEN BRICK "DUTCH GRAY MATT" THIN BRICK. MORTAR TO MATCH BRICK
- GLIDDEN "THE DARK SIDE"
- BLACKSON BRICK CO. - "SUNRISE BLEND (LIGHT STONE)" NATURAL THIN STONE.
- VALSPAR "FLUROPON PREMIERE BANNER RED"
- STOREFRONT: "DARK ANODIZED BRONZE"
- METAL CANOPY: "CLEAR ANODIZED METAL"
- DAL-TILE YACHT CLUB "SEA ANCHOR"
- ENDICOTT "MEDIUM IRONSPOT #46"
- KANSAS BRICK & TILE: "CHARCOAL" MODULAR VELOUR



RIGHT ELEVATION (WEST)

AREA CALCULATIONS

TOTAL SURFACE AREA =	2062 SFT.
GLAZING SURFACE AREA =	125 SFT.
NET SURFACE AREA =	1937 SFT.

STONE-SUNRISE BLEND (LIGHT STONE) =	494 SFT.	25%
BRICK-BLENDED BRICK DUTCH GRAY MATT =	728 SFT.	38%
BRICK-ENDICOTT MEDIUM IRONSPOT =	301 SFT.	15%
BRICK-KANSAS BRICK CHARCOAL =	49 SFT.	3%
TILE- DALTILE YACHT CLUB =	275 SFT.	14%
MISC- METAL CANOPY/PARAPET CAP =	90 SFT.	5%
TOTAL =	1937 SFT.	100%

- RED DOOR DARK BRONZE ALUMINUM STOREFRONT FRAMES
- MODULAR BRICK "MEDIUM IRONSPOT #46"
- BRICK ROWLOCK KANSAS BRICK & TILE "CHARCOAL" MODULAR VELOUR
- LIGHT FIXTURE DARK BRONZE THIN BRICK BELDEN BRICK "DUTCH GRAY MATT"
- NATURAL THIN STONE BLACKSON BRICK CO. "SUNRISE BLEND"

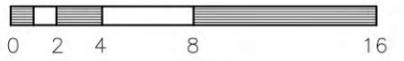
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 -WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.



EXTERIOR ELEVATIONS-PROSPER, TX

PROTO 16.6

PREVIOUSLY PROPOSED



THE GATES OF PROSPER
LOT 4 BLOCK B

08.10.16
REV. 09.15.16
REV. 09.26.16
REV. 09.28.16

140478.001

OWNER:
BRINKER TEXAS, L.P.
c/o LINCOLN PROPERTY COMPANY
2000 MCKINNEY AVENUE
DALLAS, TEXAS 75201
PHONE: (214) 740-4486
CONTACT: TIM SMITH

APPLICANT:
BRINKER TEXAS, L.P.
6820 LBJ FREEWAY DALLAS,
TEXAS 75240 PHONE: (972)
770-8768 CONTACT: MIKE GABRIEL

SURVEYOR:
STANTEC CONSULTING SERVICES, INC
12222 MERIT DRIVE, SUITE 400
DALLAS, TEXAS 75251
PH: (972) 991-0011
CONTACT: MICHAEL J. MURPHY, R.P.L.S.
TBPLS FIRM NUMBER: 10194229



LEFT ELEVATION (EAST)

AREA CALCULATIONS

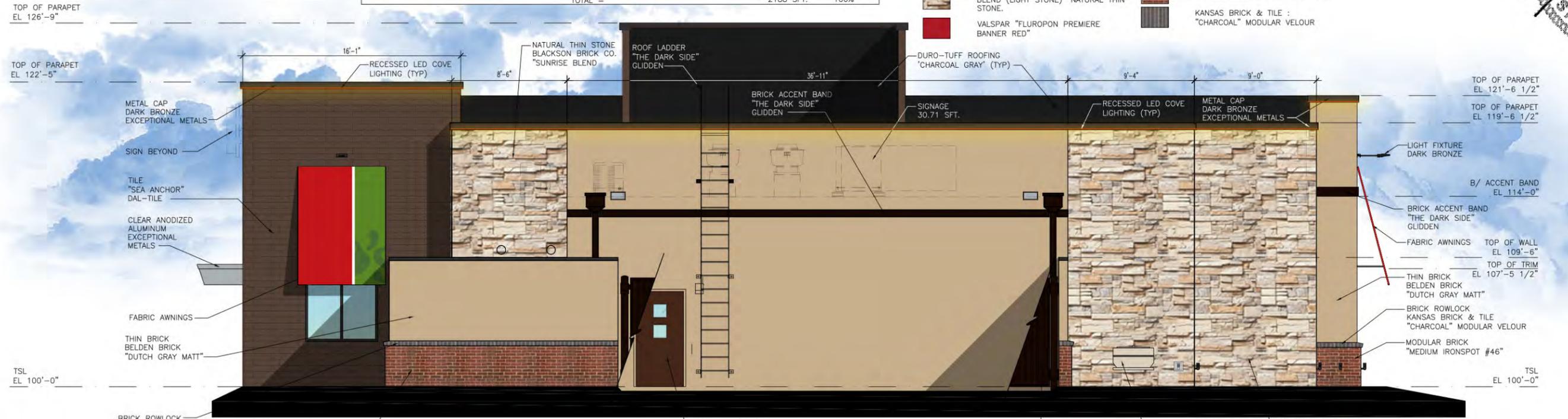
TOTAL SURFACE AREA =	2304 SFT.
GLAZING SURFACE AREA =	116 SFT.
NET SURFACE AREA =	2188 SFT.

STONE-SUNRISE BLEND (LIGHT STONE) =	484 SFT.	23%
BRICK-BLENDED BRICK DUTCH GRAY MATT =	922 SFT.	42%
BRICK-ENDICOTT MEDIUM IRONSPOT =	331 SFT.	15%
BRICK-KANSAS BRICK CHARCOAL =	47 SFT.	2%
TILE-DALTILE YACHT CLUB =	87 SFT.	4%
MISC-METAL CANOPY/PARAPET CAP =	93 SFT.	4%
MISC-FABRIC AWNING =	224 SFT.	10%
TOTAL =	2188 SFT.	100%

- GLIDDEN "AUTHENTIC BROWN"
- BELDEN BRICK "DUTCH GRAY MATT" THIN BRICK. MORTAR TO MATCH BRICK
- GLIDDEN "THE DARK SIDE"
- BLACKSON BRICK CO. - "SUNRISE BLEND (LIGHT STONE)" NATURAL THIN STONE.
- VALSPAR "FLUROPON PREMIERE BANNER RED"
- STOREFRONT: "DARK ANODIZED BRONZE"
- METAL CANOPY: "CLEAR ANODIZED METAL"
- DAL-TILE YACHT CLUB "SEA ANCHOR"
- ENDICOTT "MEDIUM IRONSPOT #46"
- KANSAS BRICK & TILE: "CHARCOAL" MODULAR VELOUR



09/28/16



REAR ELEVATION (SOUTH)

AREA CALCULATIONS

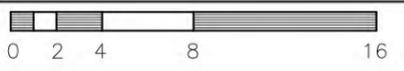
TOTAL SURFACE AREA =	1712 SFT.
GLAZING SURFACE AREA =	29 SFT.
NET SURFACE AREA =	1683 SFT.

STONE-SUNRISE BLEND (LIGHT STONE) =	427 SFT.	25%
BRICK-BLENDED BRICK DUTCH GRAY MATT =	746 SFT.	44%
BRICK-ENDICOTT MEDIUM IRONSPOT =	61 SFT.	4%
BRICK-KANSAS BRICK CHARCOAL =	29 SFT.	2%
TILE-DALTILE YACHT CLUB =	265 SFT.	16%
MISC-SERVICE YARD GATES/PARAPET CAP =	99 SFT.	6%
MISC-FABRIC AWNING =	56 SFT.	3%
TOTAL =	1683 SFT.	100%

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 -WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.



EXTERIOR ELEVATIONS-PROSPER, TX
PROTO 16.6
PREVIOUSLY PROPOSED



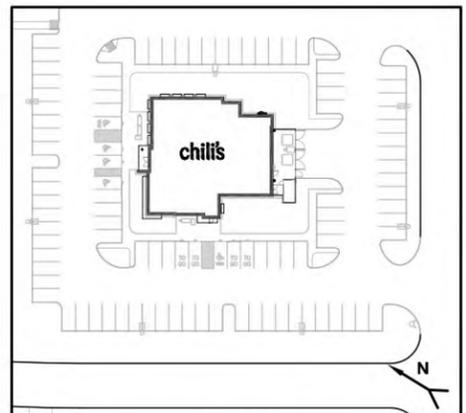
THE GATES OF PROSPER
LOT 4 BLOCK B

08.10.16
 REV. 09.15.16
 REV. 09.26.16
 REV. 09.28.16

OWNER:
 380 & 289, L.P.
 c/o LINCOLN PROPERTY COMPANY
 2000 MCKINNEY AVENUE
 DALLAS, TEXAS 75201
 PHONE: (214) 740-4486
 CONTACT: TIM SMITH

APPLICANT:
 BRINKER TEXAS, L.P.
 6620 LBJ FREETWAY DALLAS,
 TEXAS 75240 PHONE: (972)
 770-8768 CONTACT: MIKE GABRIEL

SURVEYOR:
 STANTEC CONSULTING SERVICES, INC
 12222 MERIT DRIVE, SUITE 400
 DALLAS, TEXAS 75251
 PH: (972) 991-0011
 CONTACT: MICHAEL J. MURPHY, R.P.L.S.
 TBPLS FIRM NUMBER: 10194229



KEY PLAN



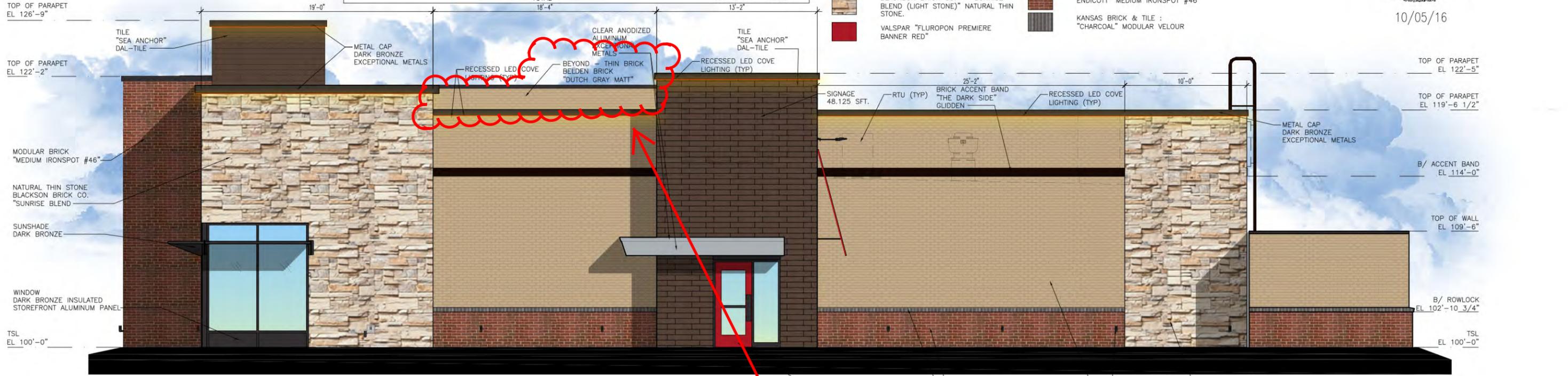
FRONT ELEVATION (NORTH)

AREA CALCULATIONS	
TOTAL SURFACE AREA =	2104 SFT.
GLAZING SURFACE AREA =	465 SFT.
NET SURFACE AREA =	1639 SFT.

STONE-SUNRISE BLEND (LIGHT STONE) =	345 SFT.	21%
BRICK-BLENDED BRICK DUTCH GRAY MATT =	449 SFT.	28%
BRICK-ENDICOTT MEDIUM IRONSPOT =	140 SFT.	9%
BRICK-KANSAS BRICK CHARCOAL =	34 SFT.	2%
TILE-DALTILE YACHT CLUB =	345 SFT.	21%
MISC- METAL CANOPY/PARAPET CAP =	102 SFT.	6%
MISC- FABRIC AWNING =	224 SFT.	13%
TOTAL =	1639 SFT.	100%

- GLIDDEN "AUTHENTIC BROWN"
- BELDEN BRICK "DUTCH GRAY MATT" THIN BRICK. MORTAR TO MATCH BRICK
- GLIDDEN "THE DARK SIDE"
- BLACKSON BRICK CO. - "SUNRISE BLEND (LIGHT STONE)" NATURAL THIN STONE.
- VALSPAR "FLUROPON PREMIERE BANNER RED"
- STOREFRONT: "DARK ANODIZED BRONZE"
- METAL CANOPY: "CLEAR ANODIZED METAL"
- DAL-TILE YACHT CLUB "SEA ANCHOR"
- ENDICOTT "MEDIUM IRONSPOT #46"
- KANSAS BRICK & TILE: "CHARCOAL" MODULAR VELOUR

TILE ADDED



RIGHT ELEVATION (WEST)

AREA CALCULATIONS	
TOTAL SURFACE AREA =	2098 SFT.
GLAZING SURFACE AREA =	125 SFT.
NET SURFACE AREA =	1973 SFT.

STONE-SUNRISE BLEND (LIGHT STONE) =	494 SFT.	25%
BRICK-BLENDED BRICK DUTCH GRAY MATT =	760 SFT.	38%
BRICK-ENDICOTT MEDIUM IRONSPOT =	301 SFT.	15%
BRICK-KANSAS BRICK CHARCOAL =	49 SFT.	3%
TILE- DALTILE YACHT CLUB =	275 SFT.	14%
MISC- METAL CANOPY/PARAPET CAP =	94 SFT.	5%
TOTAL =	1973 SFT.	100%

BRICK ADDED

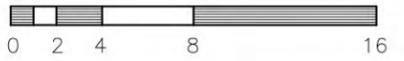
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 -WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.



EXTERIOR ELEVATIONS-PROSPER, TX

PROTO 16.6

REVISED



08.10.16
 REV. 09.15.16
 REV. 09.26.16
 REV. 09.28.16
 REV. 10.05.16



THE GATES OF PROSPER
 LOT 4 BLOCK B

OWNER: BRINKER TEXAS, L.P.
 c/o LINCOLN PROPERTY COMPANY
 2000 MCKINNEY AVENUE
 DALLAS, TEXAS 75201
 PHONE: (214) 740-4486
 CONTACT: TIM SMITH

APPLICANT: STANTEC CONSULTING SERVICES, INC
 12222 MERIT DRIVE, SUITE 400
 DALLAS, TEXAS 75251
 PH: (972) 991-0011
 CONTACT: MICHAEL J. MURPHY, R.P.L.S.
 TBPLS FIRM NUMBER: 10194229



LEFT ELEVATION (EAST)

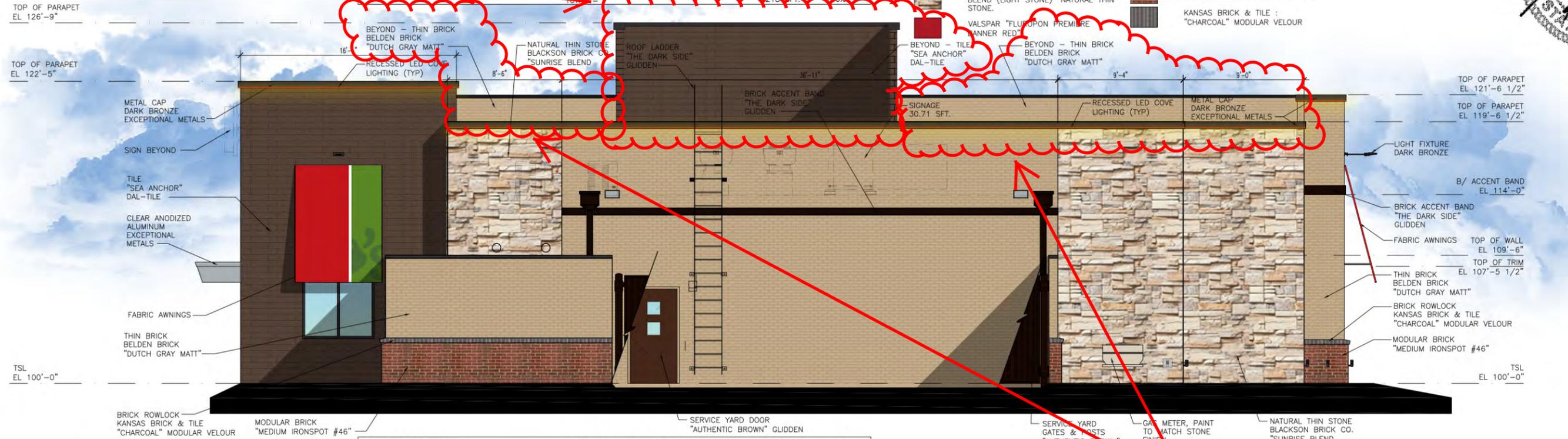
AREA CALCULATIONS			
TOTAL SURFACE AREA =	2334 SFT.		
GLAZING SURFACE AREA =	116 SFT.		
NET SURFACE AREA =	2218 SFT.		

STONE-SUNRISE BLEND (LIGHT STONE) =	484 SFT.	22%
BRICK-BLENDED BRICK DUTCH GRAY MATT =	922 SFT.	42%
BRICK-ENDICOTT MEDIUM IRONSPOT =	331 SFT.	15%
BRICK-KANSAS BRICK CHARCOAL =	47 SFT.	2%
TILE-DALTILE YACHT CLUB =	114 SFT.	5%
MISC- METAL CANOPY/PARAPET CAP =	96 SFT.	4%
MISC- FABRIC AWNING =	224 SFT.	10%

- GLIDDEN "AUTHENTIC BROWN"
- BELDEN BRICK "DUTCH GRAY MATT" THIN BRICK. MORTAR TO MATCH BRICK
- GLIDDEN "THE DARK SIDE"
- BLACKSON BRICK CO. - "SUNRISE BLEND (LIGHT STONE)" NATURAL THIN STONE.
- VALSPAR "FLUOROPON PREMIERE GANNER RED"
- STOREFRONT: "DARK ANODIZED BRONZE"
- METAL CANOPY: "CLEAR ANODIZED METAL"
- DAL-TILE YACHT CLUB "SEA ANCHOR"
- ENDICOTT "MEDIUM IRONSPOT #46"
- KANSAS BRICK & TILE : "CHARCOAL" MODULAR VELOUR



10/05/16



REAR ELEVATION (SOUTH)

AREA CALCULATIONS			
TOTAL SURFACE AREA =	1949 SFT.		
GLAZING SURFACE AREA =	29 SFT.		
NET SURFACE AREA =	1920 SFT.		

STONE-SUNRISE BLEND (LIGHT STONE) =	427 SFT.	22%
BRICK-BLENDED BRICK DUTCH GRAY MATT =	823 SFT.	43%
BRICK-ENDICOTT MEDIUM IRONSPOT =	61 SFT.	3%
BRICK-KANSAS BRICK CHARCOAL =	29 SFT.	2%
TILE-DALTILE YACHT CLUB =	410 SFT.	21%
MISC- SERVICE YARD GATES/PARAPET CAP =	114 SFT.	6%
MISC- FABRIC AWNING =	56 SFT.	3%
TOTAL =	1920 SFT.	100%

TILE ADDED

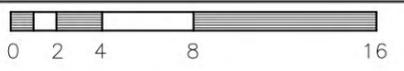
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EXTERIOR ELEVATIONS-PROSPER, TX

PROTO 16.6

REVISED



THE GATES OF PROSPER LOT 4 BLOCK B

08.10.16
 REV. 09.15.16
 REV. 09.26.16
 REV. 09.28.16
 REV. 10.05.16

OWNER: 380 & 289, L.P. c/o LINCOLN PROPERTY COMPANY 2000 MCKINNEY AVENUE DALLAS, TEXAS 75201 PHONE: (214) 740-4486 CONTACT: TIM SMITH

APPLICANT: BRINKER TEXAS, L.P. 6620 LBJ FREETWAY DALLAS, TEXAS 75240 PHONE: (972) 770-8768 CONTACT: MIKE GABRIEL

SURVEYOR: STANTEC CONSULTING SERVICES, INC 12222 MERTI DRIVE, SUITE 400 DALLAS, TEXAS 75251 PH: (972) 991-0011 CONTACT: MICHAEL J. MURPHY, R.P.L.S. TBPLS FIRM NUMBER: 10194229



Architecture/Development

September 16, 2016

Jonathan Hubbard
 Development Services
 Town of Prosper
 P.O. Box 307
 Prosper TX 75078
 (972) 569-1095

Subject: Chili's Grill & Bar #1575
 Lot 4, Block B
 Prosper, TX
 GHA Job No. 140478.001

Façade Plan Exception of Secondary Material Request

Dear Mr. Hubbard,

This is to request an approval for the exception of secondary material "Porcelain Tile: Dal Tile; Yacht Club, Sea Anchor" proposed on the Entry Tower and To Go Tower elements. The proposed percentage areas of this secondary material are as follows:

- Front Façade (North): 24%
- Right Façade (West): 14%
- Left Façade (East): 4%
- Rear Façade (South): 16%

To the best of our knowledge, the proposed elevations meet the Secondary Material Exception requirements as follows:

- a. **Is a unique architectural expression:** Porcelain tile; Dal Tile; Yacht Club, Sea Anchor" is proposed to highlight and accentuate the Entry Tower & To Go Tower elements.
- b. **Includes unique Building Styles and materials:** Slim tile size 6" x 24" provides a trendy appearance.
- c. **Is consistent with high quality development:** This material has been used on the Chili's restaurants nationwide and it provides uniformity to the brand.
- d. **Is or would be visually harmonious with existing or proposed nearby buildings:** The proposed dark brown color of the tiles enhances the adjacent stone and brick masonry materials.
- e. **Has obvious merit based upon the quality and durability of the materials:** The tile is durable and sustainable material.
- f. **Represents an exterior building material that is keeping with the intent of this chapter to balance the above mentioned objectives:** The tile material provides a natural look and provides a background contrast to the signage elements.

The rest of the proposed exterior building materials comply with the Town of Prosper Design guidelines as follows:

- **Minimum of 25% of Manufactured Stone is provided on the Front and Side Facades.**

Gerdes • Henrichson & Associates
 14901 Quorum Drive • Suite 300 • Dallas, TX • 75254
 Phone: (972)239-8884 • Fax: (972)239-5054



September 16, 2016
Page 2

- **On the Rear Façade also, 25% of Manufactured Stone is provided.**
- **Brick Masonry is provided on all Facades; Front (44%), Right (56%), Left (67%) and Rear (53%).**
- **Building articulation is provided at every 30'.**

Please let us know if you need any further information.

Thank you for your time.

Sincerely,


Renu Aron
Client Manager

CC: Mike Gabriel @ Brinker Int.

Encl: (1) 24x36 Exterior color Elevations



LIBRARY SERVICES

To: Mayor and Town Council
From: Leslie Scott, Library Director
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 25, 2016

Agenda Item:

Library Services Department update.

Description of Agenda Item:

Review of the Prosper Community Library since last Council presentation on September 8, 2015.

Attachment:

1. PowerPoint Presentation

Town Staff Recommendation:

Town staff is requesting the Town Council provide feedback on the Library Services Department updates provided.

Prosper Community Library 2016 Review

Item 12



End of Fiscal 2016

3,008 Library Members +31%

11,422 Library Visitors (Not including programs off site) +10%

12,798 Items in Collection +16% Valued at \$248,912

26,133 Items checked out (4,477 of those e-books) +27%

60 Programs with 3,852 in attendance +34% (out of library events not included in library visit number)

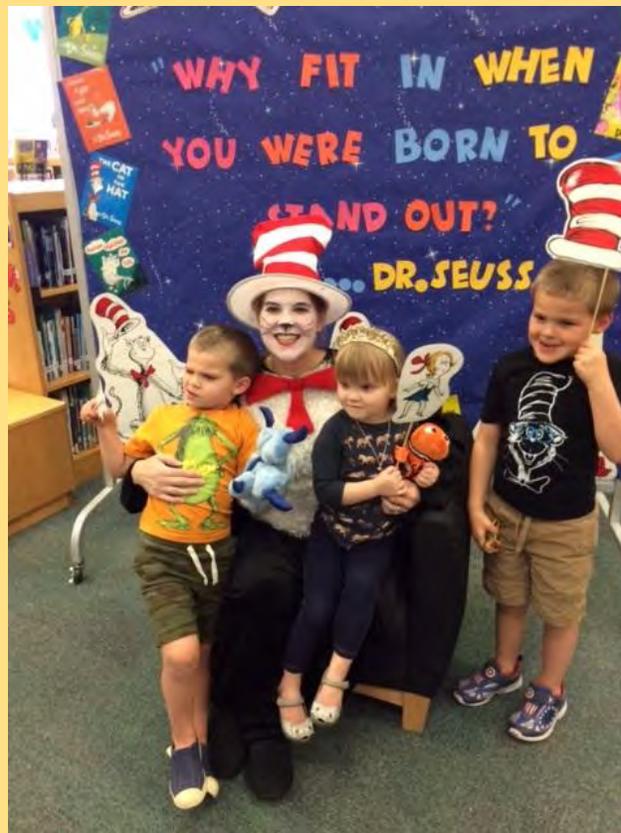
605 Computer users logged 794 hours

99 Volunteers worked 836 hours



- Story Time on the Road**
- Prosper Central Fire Station**
- Whispering Farms Equestrian Center**
- Farm Fresh Christmas Trees**
- Highland Homes Lakes of Prosper model home**
- Body Shop Collision Repair**
- Gentle Creek Country Club**
- Frontier Park Pavilion**
- PAC Fitness**
- PISD Transportation**
- Mathnasium**





Library Card Appreciation Month

Dr. Seuss Program

Guest Speakers at Story Time

Community Blood Drive

Star Wars Read Day

Collin County Grant Funding

Continued State Accreditation

Lions Club Guest Readers

Friends Book Sale

Christmas Festival

FRED



Prosper Book Trail Reveal Party

Guest Author Toni Yuly



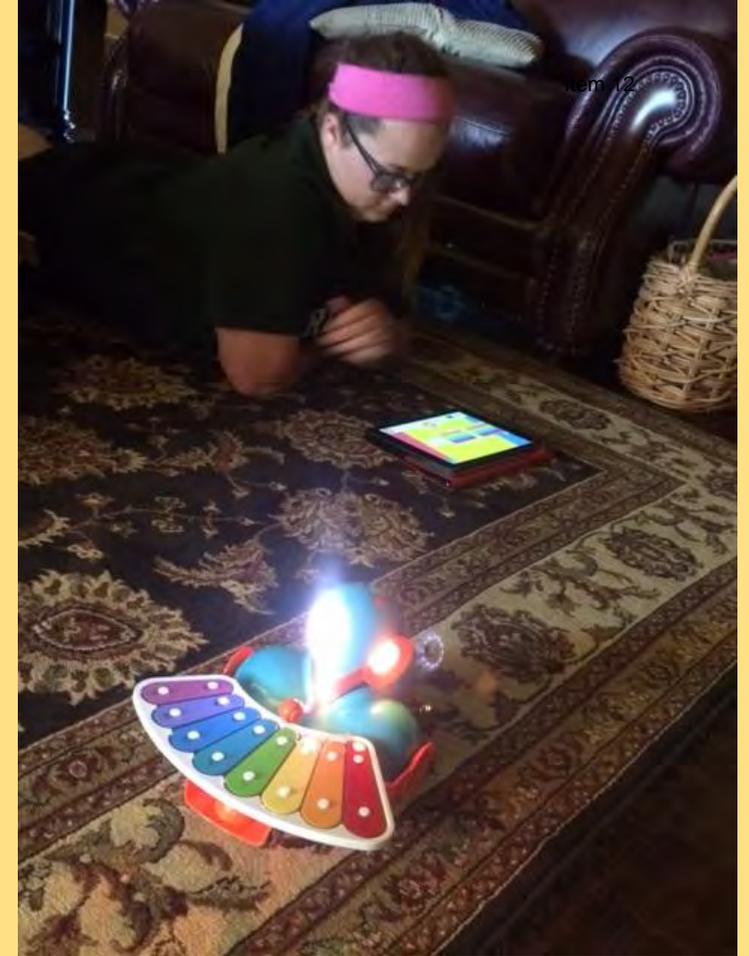


Second Annual One Book, One Town "A Man Called Ove"

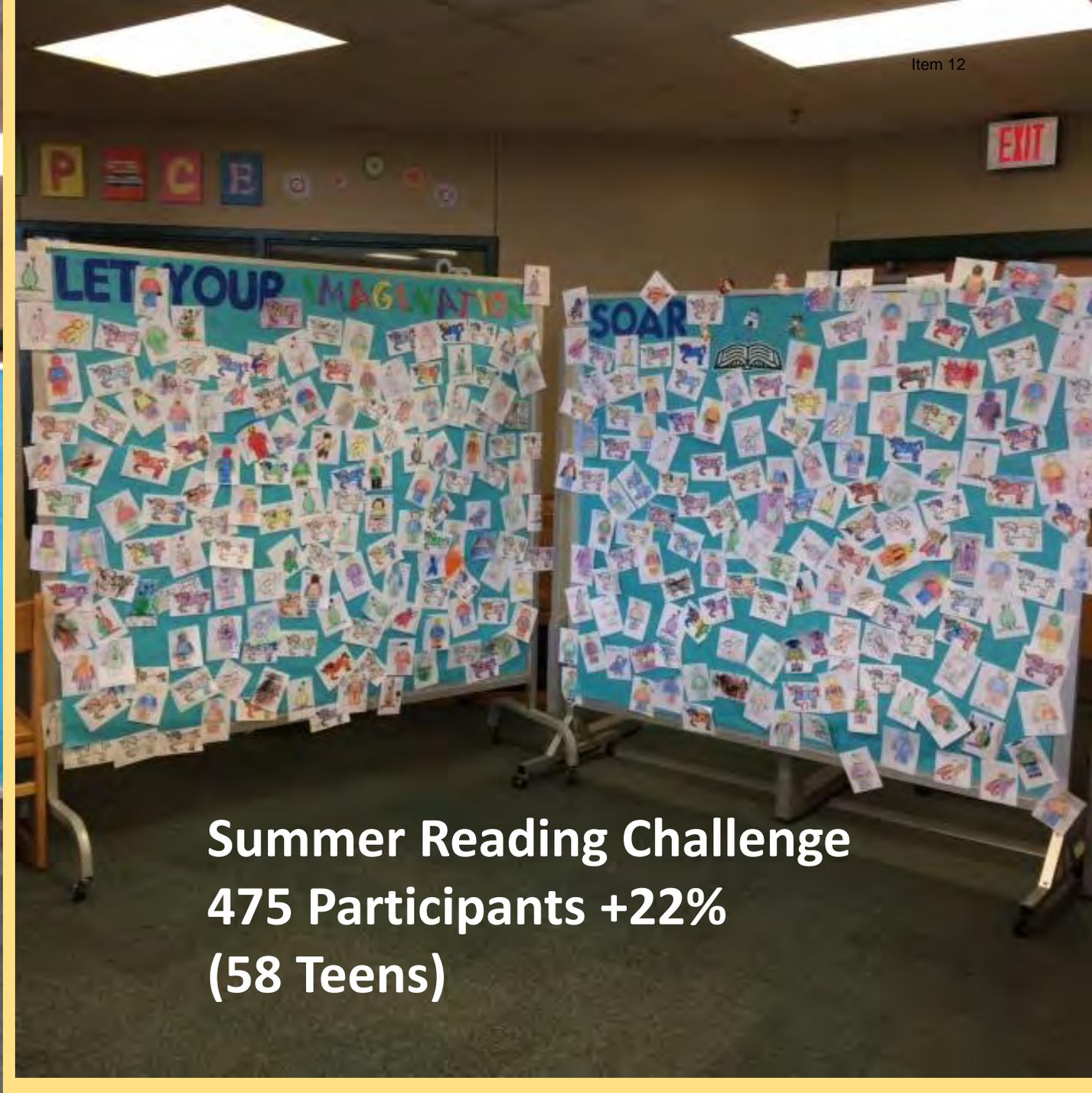




The New Kids at the Library



Robots, Sand, Launchpads,
Musical Instruments,
Engineering Kits, Magnets,
Water Experiments, and
more



**Summer Reading Challenge
475 Participants +22%
(58 Teens)**



Item 12

Fun Fridays at Frontier
Partnership With Parks and
Recreation: Western Day;
Prosper Green; Challenge
Stations; Silly Olympics

180 Children & 110 Adults







Item 12





Much Thanks to Many

Town of Prosper departments, employees, and Council members

Public Works		Parks and Recreation
Prosper Fire Department		Prosper Police Department
Library Board		Friends of the Prosper Community Library
Prosper Press	Celso Martinez	Prosper Magazine
Church of Jesus Christ Latter-day Saints		PISD / Reynolds Middle School
Farm Fresh Christmas Tree	Mathnasium	Whispering Farms Equestrian Center
Pac Fitness	Highland Homes	Body Shop Collision Center
Gentle Creek Country Club	PISD Transportation	Texas A&M AgriLife
Lawn Posters	Charles Schwab	Cherry Berry
Papa Murphy's	Palio's Pizza Café	Chefs on Scene
Kona Ice	CoralBerry Creations	Hokulia
Pei Wei	Whataburger	Kelley Winters
The Spa in Prosper	Prosper Dental Health	Robinson Team Real Estate
Dr. Jill Sentlingar	Stroller Strides	Steve Freeman

Student volunteers: Catherine, Jagannath, Kate, Grant, Ellie, and Pearce.

Prosper Staff: Julie Shivers, Angela Tucker, Frank Jaromin, & Hulon Webb

YOU MEAN TO TELL ME

LIBRARIANS DON'T LIVE AT THE LIBRARY?

memegenerator.net







FINANCE

To: Mayor and Town Council

From: January Cook, CPPO, CPPB, Purchasing Agent

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 25, 2016

Agenda Item:

Consider and act upon a resolution to enter into an exclusive franchise agreement with Progressive Waste Solutions of TX, Inc., dba WC of Texas, for the collection, hauling, recycling and disposal of municipal solid waste, construction and demolition waste, and recyclable materials in the Town of Prosper; and authorizing the Town Manager to execute same.

Description of Agenda Item:

On January 24, 2012, the Town Council approved Resolution 12-01, authorizing the Town Manager to execute an exclusive franchise agreement with IESI TX Corporation, a Progressive Waste Solutions Company, for the collection, hauling, recycling and disposal of municipal solid waste, construction and demolition waste, and recyclable materials. The franchise agreement became effective on February 1, 2012, for a period of five years, and will be expiring on February 1, 2017.

The Town requested proposals from qualified service providers, and as a result, on August 9, 2016, the Town Council authorized staff to negotiate an exclusive franchise agreement with Progressive Waste Solutions of TX, Inc., dba WC of Texas, for the collection, hauling, recycling, and disposal of municipal solid waste, construction and demolition waste, and recyclable materials in the Town of Prosper, Texas. The new exclusive franchise agreement will become effective on February 1, 2017. The initial term of the agreement will be two years, with four optional two-year renewal periods.

The new agreement includes increasing the size of recyclable materials carts from 65 gallons to 95 gallons. Upon commencement of the new agreement, all new accounts will receive 95-gallon carts. Existing accounts will be provided with a 95-gallon cart when an existing cart is worn/damaged and needs to be replaced.

The new agreement also includes performance measures and liquidated damages for issues such as spillage, non-collection, and crossing planted areas; as well as higher liquidated damages for repetition of similar violations for a specific address, within a ninety-day period, where the service provider has been at fault. The liquidated damages will be credited back to the appropriate utility accounts for the addresses affected.

Budget Impact:

Negotiations resulted in holding all current rates for the initial term of the new exclusive franchise agreement.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. Franchise Agreement

Town Staff Recommendation:

Town staff recommends approving a resolution to enter into an exclusive franchise agreement with Progressive Waste Solutions of TX, Inc., dba WC of Texas, for the collection, hauling, recycling and disposal of municipal solid waste, construction and demolition waste, and recyclable materials in the Town of Prosper; and authorizing the Town Manager to execute same.

Recommended Motion:

I move to approve a resolution to enter into an exclusive franchise agreement with Progressive Waste Solutions of TX, Inc., dba WC of Texas, for the collection, hauling, recycling and disposal of municipal solid waste, construction and demolition waste, and recyclable materials in the Town of Prosper; and authorize the Town Manager to execute same.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 16-__

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, HEREBY ENTERING INTO AN EXCLUSIVE FRANCHISE AGREEMENT WITH PROGRESSIVE WASTE SOLUTIONS OF TX, INC., DBA WC OF TEXAS, FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND RECYCLABLE MATERIALS IN THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME.

WHEREAS, the Town of Prosper ("Town") requested proposals from qualified service providers for the collection, hauling, recycling, and disposal of municipal solid waste, construction and demolition waste, and recyclable materials in the Town; and

WHEREAS, after review of responses by Town staff, on or about August 9, 2016, the Town Council authorized Town staff to negotiate an exclusive franchise agreement with Progressive Waste Solutions of TX, Inc., dba WC of Texas, for the collection, hauling, recycling, and disposal of municipal solid waste, construction and demolition waste, and recyclable materials in the Town; and

WHEREAS, the exclusive franchise agreement will become effective on February 1, 2017, with an initial term of two (2) years with four (4) optional two-year renewals.

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

SECTION 1

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

SECTION 2

The Town of Prosper, Texas, hereby grants to Progressive Waste Solutions of TX, Inc., dba WC of Texas, an Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials in the Town of Prosper, Texas ("Agreement"), effective February 1, 2017, said Agreement incorporated by reference and attached hereto.

SECTION 3

The Town Manager of the Town of Prosper, Texas, is hereby authorized to execute, on behalf of the Town Council of the Town of Prosper, Texas, the Agreement attached hereto.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 25TH DAY OF OCTOBER, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID
WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND RECYCLABLE MATERIALS
IN THE TOWN OF PROSPER, TEXAS**

STATE OF TEXAS)
)
COUNTY OF COLLIN)

THIS EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND RECYCLABLE MATERIALS IN THE TOWN OF PROSPER, TEXAS (“Agreement”) is made and entered into as of February 1, 2017, by and between Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas, a Texas corporation (the “Service Provider”), and the Town of Prosper, Texas (the “Town”).

WHEREAS, the Town, subject to the terms and conditions set forth herein, and the ordinances and regulations of the Town, desires to grant to the Service Provider the exclusive franchise, license, and privilege to collect, haul and recycle, or dispose of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials (as such terms are defined herein) within the Town’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the Town hereby agree as follows:

SECTION 1. DEFINED TERMS

The following terms, as used herein, will be defined as follows:

Bulky Item: Any item not measuring in excess of either forty-eight inches (48”) in length, or fifty (50) pounds in weight, including but not limited to refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles: Items not measuring in excess of either forty-eight inches (48”) in length, or fifty (50) pounds in weight, and which are securely fastened together, including but not limited to brush, newspapers, and tree trimmings.

Business Day: Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the Town.

Commercial Cart Collect Unit: A small, Commercial Unit that utilizes Poly-Carts for the collection of its Municipal Solid Waste, and generates no more than three (3) cubic yards of Municipal Solid Waste per week.

Commercial Unit: Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during or as a result of its business, including but not limited to restaurants, stores, and warehouses.

Construction and Demolition Waste: Solid Waste resulting from construction or demolition activities, or that is directly or indirectly the by-product of such activities, including but not limited to cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials, or Bulky Items.

Container: Any receptacle, including but not limited to dumpsters, Roll-Offs and Poly-Carts provided to the Town by the Service Provider, and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste: Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order, or regulation.

Handicapped Residential Unit: Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the Town, and agreed to by the Service Provider.

Holidays: The following days shall be holidays for purposes of this Agreement:

- 1) New Year's Day (January 1st)
- 2) Memorial Day
- 3) Independence Day (July 4th)
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Christmas Day (December 25th)

Industrial Unit: Any manufacturing, mining, or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Landfill: Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste, and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the

appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by multiple family units, and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste: Solid Waste resulting from, or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste, or Hazardous Waste.

Recyclable Materials: The following are acceptable Recyclable Materials for purposes of this Agreement:

- 1) newspapers, magazines, catalogs, and other paper items such as mail, paper bags, or other paper;
- 2) glass bottles and jars (excluding mirrors, windows, ceramics, and other glass products);
- 3) metal cans composed of tin, steel, or aluminum (excluding scrap metal);
- 4) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5, and #7; and
- 5) cardboard and boxboard (thin cardboard such as cereal boxes, shoe boxes, and soda cartons).

Recycling Container: A Container with ninety (95) gallons of capacity, and provided by the Service Provider for the collection of Recyclable Materials.

Residential Unit: Any residential dwelling that is either a Single-Family Residential Unit, or a Multi-Family Residential Unit.

Roll-Off: A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Poly-Cart: A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by a single person or family unit, and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste: As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act [Texas Health & Safety Code § 361.003(34), as amended] whether such waste is mixed with or constitutes Recyclable Materials.

White Good: Any item not measuring in excess of either three (3) cubic feet in size, or fifty (50) pounds in weight, and that is manufactured primarily from metal, including but not limited to a bathtub, heater, hot water heater, refrigerator, sink, or washer and dryer.

SECTION 2. GRANT OF EXCLUSIVE FRANCHISE

The Town hereby grants to the Service Provider, in accordance with the Town's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, an exclusive franchise, license, and privilege to collect, haul, and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials over, upon, along, and across the Town's present and future streets, alleys, bridges and public properties; provided, however, the franchise granted herein does not apply to Construction and Demolition Waste removed in accordance with Section 7.D., hereof. In order to maintain the franchise in favor of the Service Provider contained herein, the Town agrees to take reasonable action against any company, customer, or third party infringing upon the rights of the Service Provider. The Town hereby grants subrogation rights to the Service Provider who may take any and all appropriate legal action against any third party infringing on the Service Provider's franchise rights, and the Service Provider shall be entitled to any and all actual and consequential damages.

SECTION 3. OPERATIONS

- A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul, and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, as provided herein, all within the Town's corporate limits, including any territories annexed by the Town during the term of this Agreement (the "Services"), meeting the following conditions:
- 1) generated and accumulated by Commercial, Industrial, and Residential Units; and
 - 2) placed within Containers by those Commercial, Industrial, and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units, and Residential Units).
- B. Nature of Operations. The Town hereby grants to the Service Provider, in accordance with the Town's ordinances and regulations governing the collection, hauling, and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials collected, hauled, and recycled or disposed of by the Service Provider over, upon, along, and across the Town's present and future streets, alleys, bridges, and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE FAMILY RESIDENTIAL UNIT COLLECTIONS

- A. Single-Family Residential Units: The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units once per week; provided that:
- 1) such Municipal Solid Waste and Recyclable Materials are placed in Containers provided by the Service Provider; and
 - 2) such Containers are placed within five feet (5') of the curbside or right of way adjacent to the Single-Family Residential Unit, no later than 7:00 a.m. on the scheduled collection day.
- B. Excess or Misplaced Municipal Solid Waste: The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. Municipal Solid Waste and Recyclable Materials in excess of the Containers' limits, or placed outside or adjacent to the Containers, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion, and within reason, due to Holidays or other extraordinary circumstances, as determined by the Service Provider, in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continue, the Town shall require the Single-Family Residential Unit to utilize an additional Container, so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10.A., herein.
- C. Handicapped Residential Units: Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The Town shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act, or any other applicable law or regulation in connection with the services provide hereunder to Single-Family Residential Units.

SECTION 5. COMMERCIAL CART COLLECT UNIT COLLECTIONS

- A. Commercial Cart Collect Units. The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial Cart Collect Units once per week; provided, that
- 1) such Municipal Solid Waste and Recyclable Materials are placed in Containers provided by the Service Provider; and
 - 2) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Cart Collect Unit no later than 7:00 a.m. on the

scheduled collection day.

- B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. Municipal Solid Waste and Recyclable Materials in excess of the Containers' limits, or placed outside or adjacent to the Containers, will not be collected by the Service Provider. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continue, the Town shall require the Commercial Cart Collection Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10.B., herein. Commercial Units generating Municipal Solid Waste in excess of three (3) cubic yards per week will be required to utilize the Service Provider's Commercial services contained in Section 6, herein.

SECTION 6. COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS; COLLECTION ROUTES

- A. The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial, and Multi-Family Residential Units, as provided for in Section 10.C., herein. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial, and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers, so that Commercial, Industrial, or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10.C., herein. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted, and that the Commercial, Industrial, or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface. The Service Provider shall provide recycling services to the Commercial, Industrial, and Multi-Family Residential Units that choose to participate in the Town's recycling program, and are located in downtown Prosper adjacent to residential collection routes. The Service Provider shall comply with the Town ordinance requiring enclosure doors to be shut at all times, such that the Service Provider's representative providing the Services to any Commercial, Industrial, or Multi-Family Residential Unit will shut enclosure doors prior to leaving any such property.
- B. The Service Provider shall utilize appropriate collection trucks and equipment for those routes identified by the Town and the Service Provider as likely to be damaged by the use of heavy solid waste collection equipment (e.g., on asphalt

paved streets, alleys and other roadways).

SECTION 7. SPECIAL COLLECTIONS AND SERVICES

- A. Municipal Locations. The Service Provider shall provide, at no cost to the Town, Containers to collect Municipal Solid Waste and Recyclable Materials at the following municipal locations within the Town, once per week:

Facility	Address	# Trash Carts	# Recyclable Carts
Town Hall	121 W. Broadway St.	3	3
Town Hall Annex	151 S. Main St.	2	2
Municipal Court/Police	110 W. Broadway	4	3
Dev & Comm Svcs	409 E. First St.	5	9
Economic Dev Corp	170 N. Preston Rd. #50		1

The Service Provider shall also provide, at no cost to the Town, Dumpsters/Roll-Off Containers at the following municipal locations within the Town, at the stated frequencies:

Facility	Address	# Containers	Size/Type	Frequency
Fire Station No. 1	1500 E. First St.	1	6 yd/Front Load	1 X per week
Fire Station No. 2	1150 S. Teel Pkwy	1	6 yd/Front Load	1 X per week
Frontier Park	1551 W. Frontier Pkwy	1	8 yd/Front Load	1 X per week
Cockrell Park	3980 E. Prosper Tr.	1	30 yd/Roll-Off	6 X per year
Public Works	601 E. Fifth St.	1	8 yd/Front Load	1 X per week
Public Works	601 E. Fifth St.	1	30 yd/Roll-Off	8 X per year
New Town Hall	TBD	1	TBD	1 X per week

Additionally, the Service Provider shall provide, at no cost to the Town, up to (15) temporary Roll-Off Containers (up to 30 yds.) per year, to be used at the Town's discretion (e.g., storm clean-up, special projects, code enforcements issues, etc.); and a reasonable number of Containers to collect Municipal Solid Waste and Recyclable Materials from any future facilities owned and operated by the Town.

- B. Clean-Up Events. In addition, during each year of this Agreement, the Service Provider and Town will partner to hold the "Annual Spring Clean-Up Event" during the month of March. Services should include, but not be limited to:
- 1) Solid Waste and Recyclable Collection;
 - 2) Bulk Collection;
 - 3) Electronic Recycling/Waste;
 - 4) Paper Shredding; and
 - 5) other related services as identified by the Town.

The Service Provider shall provide, at no cost to the Town, an aggregate maximum of twenty (20) thirty-yard Roll-Off Containers, advertisement, brochures, signage, etc., and the proper equipment and/or personnel for this event; provided that the

Town coordinates the event with the Service Provider. For any additional Roll-Off Containers requested by the Town for this event, the Service Provider shall charge the Town, in accordance with Section 10.F., herein.

- C. Roll-Off Services. The Service Provider shall be the exclusive provider of Roll-Off Containers within the Town. The Service Provider shall provide Roll-Off Service to any persons or entities located within the Town's limits, and requesting such service. Roll-Off Services shall be in accordance with the terms and conditions agreed to by the Service Provider and the requesting party; provided that the Roll-Off Services do not conflict with any Town ordinance or policy. At a minimum, the Roll-Off Services provided by the Service Provider shall consist of:
- 1) the delivery and placement of the Roll-Off;
 - 2) the collection and hauling of the Roll-Off; and
 - 3) the disposal of the Solid Waste placed in the Roll-Off (the "Roll-Off Services").

The Service Provider shall be compensated for the Roll-Off Services, in accordance with the rates listed in Section 10.F., hereof.

- D. Contractor Removal of Construction and Demolition Waste. Notwithstanding the above Section 7.C., it is understood and agreed that a construction contractor may haul and dispose of Construction and Demolition Waste from a construction or remodel job located within the Town's corporate limits that it was hired to perform; provided that the construction contractor uses its own equipment for the storage, hauling, and disposal of such Construction and Demolition Waste. Nothing in this Section 7.D. shall allow a third-party to hire or subcontract for Roll-Off Services in violation of Section 7.C., herein.
- E. Town Educational Literature. Each calendar quarter, the Service Provider shall provide the Town with an electronic copy of educational literature that will include items such as holiday schedules, route or service changes, community events, general service tips/guidelines, recycling education, new programs, service updates, and any other pertinent information regarding the details of services provided to the Town. This educational literature will be provided for its dissemination to Town businesses and residents. The Service Provider shall not be responsible for any further distribution of such educational literature.

SECTION 8. BULKY ITEMS AND BUNDLES

- A. Pre-Arranged Collections. The Service Provider shall collect Bulky Items and Bundles from Single-Family Residential Units, on the scheduled collection day each month; provided that:
- 1) the Single-Family Residential Units requiring such collections notify the Service Provider no later than 4:00 p.m. of the Friday prior to the scheduled

- collection day;
- 2) the Bulky Items or Bundles:
- a) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day;
 - b) are reasonably contained; and
 - c) do not exceed two (2) cubic yards in total volume, or have any individual item exceeding fifty (50) pounds in weight.

The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Bulky Items and Bundles, at the rate contained in Section 10.A., herein, from those Single-Family Residential Units that have complied with Section 1 of this Agreement and this Section 8.A.

In the event a Single-Family Residential Unit places a Bulky Item and/or Bundle out for collection in excess of two (2) cubic yards in total volume, on the regularly scheduled Bulky Item/Bundle collection day, the Service Provider shall collect such excess Bulky Items and Bundles for an additional charge, in accordance with the rates contained in Section 10.E., herein. Additionally, Single-Family Residential Units may schedule an additional collection(s) of Bulky Items and/or Bundles with the Service Provider on dates other than the regularly scheduled Bulky Item/Bundle collection day, for an additional charge, in accordance with the rates contained in Section 10.E., herein. White Goods containing refrigerants will not be collected by the Service Provider, unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

- B. Negotiated Collections. It is understood and agreed that the service provided under Section 8.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods, or any materials resulting from remodeling, general property clean-up, or clearing of property, for the preparation of construction. However, the Service Provider may negotiate an agreement, on an individual basis, with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items, by utilizing the Service Provider's Roll-Off Services.

SECTION 9. TITLE TO EQUIPMENT

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to Containers provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. On an annual basis, the Service Provider shall conduct a Container audit of both Poly-Carts and Recycling Containers, and submit the results of such audit to the Town for review.

SECTION 10. RATES AND FEES

Subject to adjustment, as provided in Section 11, herein, the rates and fees to be charged and received by the Service Provider are as follows:

- A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A., herein, the Service Provider shall charge the following fees for all Single-Family Residential Units that are located within the corporate limits of the Town, and billed by the Town for utility services:
- 1) \$7.95 per month for each Single-Family Residential Unit utilizing one Solid Waste Poly-Cart;
 - 2) \$2.61 per month for each Single-Family Residential Unit utilizing one (1) Recycling Container;
 - 3) \$4.41 per month for each additional Solid Waste Poly-Cart utilized by such Single-Family Residential Unit; and
 - 4) \$1.12 per month for each additional Recycling Container utilized by such Single-Family Unit.
- B. Commercial Cart Collect Unit Services. For the Services provided to Commercial Cart Collect Units under Section 5.A., herein, the Service Provider shall charge the following fees for all Commercial Cart Collect Units that are located within the corporate limits of the Town:
- 1) \$17.50 per month for each Commercial Cart Collect Unit utilizing one (1) Solid Waste Poly-Cart;
 - 2) \$23.28 per month for each Commercial Cart Collect Unit utilizing two (2) Solid Waste Poly-Carts;
 - 3) \$2.61 per month for each Commercial Cart Collect Unit utilizing one (1) Recycling Container;
 - 4) \$11.67 per month for each additional Solid Waste Poly-Cart utilized by such Commercial Collect Unit; and
 - 5) \$1.12 per month for each additional Recycling Container utilized by such Commercial Cart Collect Unit.
- C. Commercial, Industrial, and Multi-Family Residential Unit Municipal Solid Waste Services.
- 1) For the Services provided to Commercial, Industrial, and Multi-Family Residential Units under Section 6., herein, the Service Provider shall charge per month for each Non-Compacted Container utilized for the collection of Municipal Solid Waste the following rates:

Container Size	One Collection per Week	Two Collections per Week	Three Collections per Week	Four Collections per Week	Five Collections per Week	Six Collections per Week
3 Yards	\$60.67	\$106.18	N/A	N/A	N/A	N/A
4 Yards	\$72.35	\$112.01	N/A	N/A	N/A	N/A
6 Yards	\$89.84	\$157.53	\$225.05	\$379.31	\$474.14	\$568.96
8 Yards	\$115.53	\$192.54	\$308.06	\$505.74	\$632.18	\$758.62
10 Yards	\$144.41	\$232.21	\$389.70	\$632.18	\$790.23	\$948.27

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge the following additional rates per additional collection, per Container:

Size of Container	Each Additional
3 Yards	\$30.00
4 Yards	\$35.00
6 Yards	\$40.00
8 Yards	\$45.00

- 2) For the Services provided to Commercial, Industrial, and Multi-Family Residential Units under Section 6., herein, the Service Provider shall charge per month for each Compactor Container utilized for the collection of Municipal Solid Waste the following rates:

Size	Rate/Pick-Up	
2 Yard	\$82.20	Equates to 8 yd 1x wk
4 Yard	\$119.40	Equates to 8 yd 2 x wk
6 Yard	\$156.60	Equates to 8 yd 3 x wk
8 Yard	\$193.80	Equates to 8yd 4 x wk
20 Yard	\$360.00	Haul Rate Includes 4 Tons - Each Additional = \$33/ Ton
30 Yard	\$360.00	Haul Rate Includes 4 Tons - Each Additional = \$33/ Ton
32 Yard	\$360.00	Haul Rate Includes 4 Tons - Each Additional= \$33/ Ton
42 Yard	\$360.00	Haul Rate Includes 4 Tons - Each Additional= \$33/ Ton

The foregoing rates apply to all Commercial, Industrial, and Multi-Family Residential Units that are located within the Town's corporate limits, and billed by the Town for utility services.

- D. Commercial, Industrial and Multi-Family Residential Unit Recycling Services. For the Recycling Services provided to Commercial, Industrial, and Multi-Family Residential Units under Sections 5. and 6., herein, the Service Provider shall charge the following fees:

- 1) \$2.61 per month for each Commercial, Industrial, or Multi-Family Residential

- Unit utilizing one (1) Recycling Container;
- 2) \$1.12 per month for each additional Recycling Container utilized by such Commercial, Industrial, or Multi-Family Residential Unit.

Rates shall only apply to such Commercial, Industrial, and Multi-Family Residential Units who have chosen to participate in the Town's recycling program.

- E. Additional Bulky Item/Bundle Services. For the additional Bulky Item and/or Bundles Services provided to Single-Family Residential Units under Section 8.A., herein, the Service Provider shall charge the following fees:

- 1) For each collection of excess Bulky Items and/or Bundles from a Single-Family Residential Unit on the Service Provider's regularly scheduled Bulky Item/Bundle collection day, the Service Provider shall charge \$25.00 per cubic yard for each cubic yard of Bulky Items and/or Bundles collected, in excess of two (2) cubic yards from such Single-Family Residential Unit.
- 2) For each collection of excess Bulky Items and/or Bundles from a Single-Family Residential Unit not on the Service Provider's regularly scheduled Bulky Item/Bundle collection day, the Service Provider shall charge \$95.00, plus \$100.00 per cubic yard for each cubic yard of Bulky Items and/or Bundles collected from such Single-Family Residential Unit.

*The cubic yardage calculation will be based on an estimate provided by a supervisor employed by the Service Provider.

- F. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7.C., 8.B., and 12, herein, the Service Provider shall charge for each Roll-Off utilized the following fees:

- 1) \$65.00 Delivery Fee
- 2) \$3.00 per day Rental Fee
- 3) \$345.00 Haul Fee (includes up to 4 tons)
- 4) \$ 33.00 per each additional ton in excess of 4 tons

The Service Provider will enter into agreements with each Commercial, Industrial, or Residential Unit, on an individual basis, regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial, or Residential Unit, and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 10.F. must be located within the Town in accordance with Town ordinances and policies.

SECTION 11. RATE ADJUSTMENT

- A. CPI-U Adjustment. Beginning on February 1, 2019, and on each February 1 thereafter, the Service Provider shall have the right, in its sole discretion and upon giving sixty (60) days prior notice to the Town, to increase or decrease the rates set

forth in Section 10, herein (the “Initial Rates”) in accordance with the CPI-U. As used herein, “CPI-U” shall mean the revised Consumer Price Index rate for all urban consumers {all items included} for the nearest available metropolitan area, based on the latest available figures from the Department of Labor’s Bureau of Labor Statistics (the “Bureau”). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 11.A. The amount of the increase or decrease under this Section 11.A. shall be equal to seventy-five percent (75%) of what the CPI-U has increased or decreased over the previous twelve (12) month period.

- B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 11.A., at any time during the term of this Agreement, the Service Provider may petition the Town for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the Town with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The Town shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the Town fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider’s increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the Town.
- C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the “Initial Landfill(s)”). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the Town, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).
- D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on

income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

- E. Fuel Adjustment. The Service Provider shall adjust all the rates herein bi-annually for any six-month period beginning on August 1 and February 1 (each, an "Adjustment Date") in which the average price of diesel fuel during the six-month period immediately preceding such Adjustment Date ("Averaging Period") exceeded \$2.00 per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Administration/Department of Energy ("Department of Energy") published price for diesel fuel - Gulf Coast Region. The following website (or any successor website) will be the source for such information: http://www.eia.gov/oog/info/wohdp/diesel_detail_report_combined.asp. The average price of diesel fuel for each Averaging Period (each, a "Bi-Annual Average Price") shall be the average of the weekly fuel prices published for each week during such Averaging Period.

The fuel cost adjustment for any six-month period following each applicable Adjustment Date (each, a "Fuel Cost Adjustment") shall be calculated in accordance with the formulas below. In the event the Bi-Annual Average Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Bi-Annual Average Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein. Each Fuel Cost Adjustment shall be effective for the six-month period immediately following the Averaging Period for which such Fuel Cost Adjustment was determined.

FORMULA FOR SINGLE-FAMILY RESIDENTIAL UNITS (EXCLUDING ROLL-OFF/COMPACTORS)

$$\frac{\text{Hours/week} \times \# \text{ of routes} \times 4.3 \text{ weeks/month} \times 4 \text{ gals/hour} \times \{\text{Bi-Annual Average Price} - \text{Base Price}\}}{\text{Number of Single-Family Residential Units}}$$

Example:

Assume that on February 1 the average price of diesel fuel for the Averaging Period beginning on August 1 and ending on January 31 was \$3.65 per gallon (Bi-Annual Average Price) and that the Service Provider used one (1) route for the collection of 1200 Single-Family Residential Units and that it took an average of 24 hours of driving each week for the Service Provider to finish the route.

$$\frac{24 \times 1 \times 4.3 \times 4 \times (3.65 - 2.00)}{1200}$$

Fuel Cost Adjustment per Single-Family Residential Unit = \$0.57 per month, for the

six-month period beginning February 1 and ending on July 31.

**FORMULA FOR COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY UNITS
(EXCLUDING ROLL-OFF/COMPACTORS)**

Hours/week X # of routes X 4.3 week/month X 4 gals/hour X (Bi-Annual Average Price- Base Price) Number of Commercial, Industrial, and Multi-Family Residential Units

Example:

Assume that on February 1 the average price of diesel fuel for the Averaging Period beginning on August 1 and ending on January 31 was \$3.65 per gallon (Bi-Annual Average Price) and that the Service Provider used one (1) route for the collection of 50 Commercial, Industrial and Multi-Family Residential Units and that it took an average of 4 hours of driving each week for the Service Provider to finish the route.

$$\frac{4 \times 1 \times 4.3 \times 4 \times (3.65 - 2.00)}{50}$$

Fuel Cost Adjustment per Commercial, Industrial, and Single-Family Unit = \$2.27 per month, for the six-month period beginning February 1 and ending on July 31.

FORMULA FOR ROLL-OFFS AND COMPACTORS

Hours/haul X 4 gals/hour X (Bi-Annual Average Price- Base Price)

Example:

Assume that on February 1 the average price of for diesel fuel for the Averaging Period beginning on August 1 and ending on January 31 was \$3.65 per gallon (Bi-Annual Average Price) and that the Service Provider hauled one (1) Roll-Off and that it took 2 hours of driving for the Service Provider to do the haul.

$$2 \times 4 \times (3.65 - 2.00)$$

Fuel Cost Adjustment per Roll-Off Compactor = \$13.20 per haul

In the event that the Department of Energy stops reporting the average weekly price of diesel fuel during the term of this Agreement, then the Bi-Annual Average Price shall be the average weekly price of diesel fuel paid by the Service Provider for each week during such Averaging Period.

SECTION 12. EXCLUSIONS

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human,

dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 13. TERM OF AGREEMENT

The term of this Agreement shall be for a period of two (2) years, commencing on February 1, 2017, and concluding on January 31, 2019. At the expiration of the initial term of this Agreement, the Agreement may be extended by the parties upon mutual written agreement, for four (4) additional two (2) year periods.

SECTION 14. ASSIGNMENT

This Agreement shall not be assignable, or otherwise transferable by the Service Provider, without the prior written consent of the Town; provided however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider, or to any person or entity succeeding to all, or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise), without the Town's consent.

SECTION 15. ENFORCEMENT

During the term of this Agreement and any extension thereof, the Town agrees to adopt and maintain ordinances, and revise existing ordinances, so as to enable the Service Provider to provide the Services set forth herein. The Town shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to, or theft of, the Containers provided by the Service Provider, pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the Town also hereby grants to the Service Provider, the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 16. PROCESSING, BILLING AND FEES

- A. Monthly Statement for Residential Units. On a monthly basis, the Service Provider agrees to bill the Town the rates and fees charged under Sections 10. and 11., herein, for all Residential Units requiring the collection, hauling, and disposal of Municipal Solid Waste within the Town's corporate limits (the "Monthly Statement")

on or before the last day of the month for which such Services were provided, commencing on February 28, 2017. Thereafter, the Town will remit to the Service Provider in arrears an amount equal to such Monthly Statement. Such remittance shall be made by the Town on or before the 20th day of each month commencing on March 20, 2017. Along with each monthly remittance, the Town shall provide the Service Provider with a report indicating the number and rate of Residential Units which have been billed for that month. The Town shall be solely responsible for billing and collecting such rates and fees from all Residential Units possessing active utility accounts within the Town's corporate limits, as well as from all other Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the Town's corporate limits. Nothing herein shall prohibit the Town from collecting sums in addition to those sums called for herein.

- B. Billings for Commercial, Industrial, and Multi-Residential Units. On a monthly basis, the Service Provider agrees to directly bill the Commercial, Industrial, and Multi-Residential Units the rates and fees charged under Sections 10. And 11., herein, for all Units requiring the collection, hauling, and disposal of Municipal Solid Waste within the Town's corporate limits on or before the last day of the month for which such Services were provided, commencing on February 28, 2017. Thereafter, Service Provider will submit to the Town, a Monthly Statement indicating the number and rate of Commercial, Industrial, and Multi-Residential Units which have been billed for that month.
- C. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect (i) the rates charged under Sections 10.C. and 10.F. from all Residential, Commercial, and Industrial Units for services performed with respect to Roll-Off Services (the "Roll-Off Billing"), plus (ii) an amount equal to five percent (5%) of the Roll-Off Billing, plus (iii) any applicable sales, use and service taxes.
- D. Taxes. In addition to the amounts billed and collected by the Town under Section 16.A., the Town shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Residential Municipal Solid Waste Services. The Service Provider shall be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with All Roll-Off Services, and all Commercial, Industrial, and Multi-Residential Units.
- E. Bad Debt: Unpaid Rates/Fees. The Town agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to Town for the Services.
- F. Franchise Fee. On a calendar quarterly basis, the Service Provider shall remit to the Town an amount equal to five percent (5%) of the gross receipts collected by the Service Provider from the Roll-Off Billing, and the Commercial, Industrial, and

Multi-Residential Units for the immediately preceding quarter's Billing (the "Franchise Fee"). The Franchise Fee shall be remitted to the Town in arrears on a calendar quarterly basis, beginning on or before April 15, 2017. The initial remittance to the Town for the Franchise Fee shall only be for the months of February and March, 2017, such as to put the Service Provider on schedule to remit such Franchise Fee going forward on a calendar quarterly basis.

- G. Quarterly Reports. The Service Provider shall submit quarterly reports to the Town's Finance Director, or other person designated by the Town, and shall include in such Quarterly Reports the tonnage of materials collected. Such Quarterly Reports shall be submitted within two (2) weeks of the last day of each calendar quarter.

SECTION 17. SPILLAGE; HYDRAULIC LEAKS

- A. Spillage. It is understood and agreed that the Service Provider shall, if necessary, hand-clean all spillage resulting from its collection activities; however, the Service Provider shall not be required to clean up, collect, or dispose of any loose or spilled Municipal Solid Waste, Construction, and Demolition Waste, or Recyclable Materials, not caused by the Service Provider's rendering of the Services; or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials placed outside of the Containers by any Commercial, Industrial, or Residential Unit. The Service Provider may report the location of such conditions to the Town, so that the Town can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit, instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials continue to be placed outside of the Containers, the Town shall require the Commercial, Industrial, or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10., herein, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.
- B. Hydraulic Leaks. Any equipment used by the Service Provider in the collection of garbage and other solid waste materials shall not be allowed to leak any hydraulic fluid and in the event of such leakage, the Service Provider shall hand cleaned or otherwise cleaned as soon as possible, and in no event later than the date on which such leakage occurred. Further, the Service Provider shall promptly notify the Town of any hydraulic fluid leak occurring in the Town.

SECTION 18. NON-COLLECTION NOTICE AND FOLLOW-UP

- A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 through 6 herein, or is otherwise in violation of the Town's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the Town within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.
- B. Notice from a Commercial, Industrial, or Residential Unit. When the Service Provider is notified by an owner or occupant of a Commercial, Industrial, or Residential Unit, that Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit, and where no notice of non-collection or a change in collection schedule has been received by the Town from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials from the Commercial, Industrial, or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials, on the day the missed collection is brought to the Service Provider's attention; provided however, that if the Service Provider fails to make such collection on the same day that the Service Provider was notified of such miss, then the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection, so long as the Service Provider makes such collection within such time.

SECTION 19. HOURS OF SERVICE

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 2:00 p.m. on Saturday. Except to the extent referenced herein, the Service Provider will not be required to provide service on weekends or Holidays, except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this

Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

SECTION 20. CUSTOMER SERVICE

The Service Provider shall field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Service Provider shall give prompt and courteous attention to any inquiries and complaints and shall make reasonable efforts to resolve such inquiries and complaints. The Service Provider shall be responsible at all time for maintaining a log of complaints and shall, at the Town's request, provide copies of all complaints indicating the date and nature of complaints and the manner and timing of resolutions.

SECTION 21. COMPLIANCE WITH APPLICABLE LAW

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling, and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the Town that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the Town's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Town shall have the right to make reasonable inspections of the Service Provider, in order to insure compliance with this Section 21.

SECTION 22. VEHICLES AND EQUIPMENT

Vehicles used by the Service Provider for the collection, hauling, recycling, and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, shall be protected at all times, while in transit, to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials onto the Town's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name, in letters and numbers, not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 23. DUE CARE AND PERFORMANCE MEASURES

- A. The Service Provider shall exercise due care and caution in providing the Services, so that the Town's public and private property, including streets and parking areas, will be protected and preserved.
- B. As a breach of the service provided by this Agreement would cause serious and substantial damage to the Town and its occupants, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual

damage sustained by the Town by such breach, it is agreed that in case of breach of service, the Town may elect to collect liquidated damages as specified below and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the Town will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the Town may have as to any subsequent breach of service under this Agreement.

A truck beginning residential collections prior to 4:00 a.m. unless subject to applicable exception	\$100 per day per truck
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Failure to collect missed collections within one business day of notification to Contractor (except to the extent resulting from an event of force majeure)	\$5.00 each
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Repetition of complaints on a route after notification of spilling, non-collection, crossing planted areas, or similar violations for a specific address within a ninety (90) day period, where the Service Provider has been at fault	\$10.00 each
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SECTION 24. PERSONNEL AND PERFORMANCE STANDARDS

The Service Provider shall not deny employment to any person on the basis of race, creed, religion, or other legally protected status, and will insure that all federal and state laws pertaining to salaries, wages, and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent, and professional manner. During the term of this Agreement, and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants, and employees, while such agents, servants, and employees are acting within the scope of their employment or agency.

SECTION 25. INSURANCE COVERAGE

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
Automobile Bodily Injury Liability	\$1,000,000 per person; \$1,000,000 per occurrence
Automobile Property Damage Liability	\$1,000,000 per occurrence
Excess Umbrella Liability	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 25 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Prior to the beginning of the Services under this Agreement, or prior to any extension or renewal thereof, the Service Provider shall furnish the Town with a certificate of insurance verifying the insurance coverage required by this Section 25. The Service Provider shall provide the Town with at least thirty (30) days' written notice prior to any cancellation or termination of insurance policies required herein.

- A. All insurance and certificate(s) of insurance shall contain the following provisions:
- 1) Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
 - 2) Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- B. Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-" by AM Best or other equivalent rating service.

SECTION 26. INDEMNITY

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss, or injury to property or persons, caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the Town and its agents, directors, employees, officers, and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers, and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of the Town, its agents, directors, employees, officers, and servants.

SECTION 27. SAVINGS PROVISION

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions, as if such invalid term or provision were not a part, hereof.

SECTION 28. TERMINATION

Any failure by either party, or its successors and assigns, to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 29. FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes, beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused, only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW

This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby submit to the jurisdiction of the courts of the State of Texas, and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and

hereby waive, and agree not to assert, as a defense in any action, suit, or proceeding for the interpretation or enforcement hereof, that it is not subject thereto, or that such action, suit or proceeding may not be brought, or is not maintainable in said courts, or that the venue thereof, may not be appropriate, or that this Agreement may be enforced, in or by said courts, and the parties hereto, agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to, and grant any such court jurisdiction over the person of such parties, and over the subject matter of any such dispute, and agree that mailing of process or other papers in connection with any such action, or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 31. ATTORNEYS' FEES

The prevailing party in any dispute between the parties, arising out of the interpretation, application, or enforcement of any provision hereof, shall be entitled to recover all of its reasonable attorneys' fees and costs, whether suit be filed or not, including without limitation costs and attorneys' fees related to, or arising out of any trial or appellate proceedings.

SECTION 32. DAMAGE TO PAVEMENT

The Town warrants that the public pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the services described herein within the Town are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and the Town agrees to assume all liabilities for such damages, which results from the weight of the Service Provider's vehicles providing service within the Town, except to the extent resulting from the negligence or willful misconduct of the Service Provider.

SECTION 33. ACCEPTANCE

**PASSED AND APPROVED BY THE TOWN OF PROSPER COUNCIL MEETING
AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING
LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 25TH
DAY OF OCTOBER, 2016.**

**PROGRESSIVE WASTE
SOLUTIONS OF TEXAS,
INC., DBA WC OF TEXAS**

3 Waterway Square Place,
Suite 110
The Woodlands, TX 77380

By: _____
Name: Robert A. Nielsen, III
Regional Vice President

TOWN OF PROSPER

121 W. Broadway
Prosper, TX 75078

By: _____
Name: Ray Smith, Mayor