



*Prosper is a place where everyone matters.*

**Agenda**  
**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, November 24, 2020  
**5:45 PM**

### **Notice Regarding Public Participation**

Governor Greg Abbott has granted a temporary suspension of certain rules to allow for telephone or videoconference public meetings in an effort to reduce in-person meetings that assemble large groups of people, due to the COVID-19 public health emergency.

Individuals may attend the Prosper Town Council meeting in person, or access the meeting via videoconference, or telephone conference call.

**Join the Zoom Meeting** by clicking on the following link:

<https://us02web.zoom.us/j/87047432329>

Enter Meeting ID: 87047432329

To request to speak, click on “Participants” at the bottom of the screen, and click “Raise Hand.” The meeting moderator will acknowledge your request and allow you to speak.

**To join the meeting by phone, dial (346) 248-7799**

Enter Meeting ID: 87047432329

To request to speak, enter \*9, and \*6 to mute/unmute yourself. The meeting moderator will acknowledge your request and allow you to speak. When addressing the Council, please state your name and address before beginning your comments. Please limit your comments to three minutes.

**If you encounter any problems joining or participating in the meeting, please call our help line at 972-569-1191 for assistance.**

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Present Oaths of Office and Certificates of Election to Amy Bartley and Jeff Hodges. **(ML)**
2. Present a Proclamation and a Plaque of Appreciation to Mayor Pro-Tem Curry Vogelsang, Jr. **(ML)**
3. Presentation of a Proclamation and a Blue Star Flag to the family of a crew member of the SpaceX Crew Dragon who is currently deployed to the International Space Station. **(RB)**

4. Grant Summary and Review **(KB)**

**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.

5. Consider and act upon the minutes from the November 10, 2020, Town Council Meeting. **(ML)**
6. Consider and act upon the minutes from the November 14, 2020, Town Council Special Called Meeting. **(ML)**
7. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory services. **(BP)**
8. Consider and act upon awarding RFP No. 2021-14-B for stop loss Insurance for Town self-insurance fund, effective January 1, 2021, and authorizing the Town Manager to execute all documents for the same. **(JE)**
9. Consider and act upon a resolution adopting the Town of Prosper 2021 Legislative Agenda. **(RB)**
10. Consider and act upon approving the purchase of one ambulance from Professional Ambulance Sales and Service, the Texas dealer for Horton Emergency Vehicles, through the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute related documents for the same. **(SB)**
11. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for the use of the Frisco radio communications system. **(SB)**
12. Consider and act on an ordinance amending Section 3.19.001, "Fence Requirements," of Article 3.19, "Fence Regulation," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances by adding a new subsection regarding fencing on certain adjacent unplatted tracts. **(JW)**
13. Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the Fishtrap Road from Stuber Elementary School to the Dallas North Tollway project. **(HW)**
14. Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the First Street from Coit Road to Custer Road project. **(HW)**
15. Consider and act upon awarding CSP No. 2021-16-B to Reliable Paving, Inc., related to construction services for the Coit Road at US 380 Paving and Striping Improvements project; and authorizing the Town Manager to execute a construction agreement for same. **(HW)**
16. 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)**

### **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, or request to address the Council via videoconference or telephone.

### **REGULAR AGENDA:**

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

### **Items for Individual Consideration:**

- [17.](#) Consider and act upon approving a resolution supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold or Brown Alternative Segment B alignments as presented by TxDOT on October 12 and 29, 2020, due to the negative impacts on existing and future development within the southeast quadrant of the Town of Prosper since the alternative alignments are inconsistent with the Town’s Thoroughfare Plan and current alignment of said highway. **(RZ)**
- [18.](#) Consider and act upon a Site Plan, Landscape Plan, and Façade Plan for an auto parts retail store (AutoZone), on 1.0± acre, located on the east side of Preston Road, north of Prosper Trail. The property is zoned Planned Development-68 (PD-68). (D20-0028). **(AG)**
- [19.](#) Consider and act upon authorizing the Town Manager to execute a First Amended Development Agreement between MQ Prosper Retail LLC and the Town of Prosper, Texas, related to the Shops at Prosper Trail retail development. **(AG)**
- [20.](#) Discussion on Outdoor Lighting Standards. **(JW)**
- [21.](#) Discussion on the Town’s Stormwater Drainage Management Program. **(DH)**
- [22.](#) Update and give direction on the Downtown Monument located at Preston Road and Broadway Street. **(DR)**

### **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:

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

*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.*

*Section 551.074 - To discuss and consider personnel matters and all matters incident and related thereto.*

*Section 551.074 - To discuss and consider election of Mayor Pro-Tem and Deputy Mayor Pro-Tem.*

*Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.*

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

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

**Items for Individual Consideration:**

- [23.](#) Consider and act upon an ordinance rezoning 10.0± acres from Downtown Commercial (DTC) to Planned Development-Multifamily (PD-MF), located on the northeast corner of Fifth Street and the BNSF Railroad. (Z20-0005). **(AG)**
- [24.](#) Consider and act to authorize the Town Manager to execute a Development Agreement between BBG Investments, Inc., and the Town of Prosper, Texas, related to the Downtown Loft Multifamily development. **(AG)**
- [25.](#) Consider and act upon an ordinance repealing Ordinance No. 2020-05 and adopting a new Neighborhood Empowerment Zone Number 1 to promote economic development in the Zone. **(AG)**

**Adjourn.**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, November 20, 2020, and remained so posted at least 72 hours before said meeting was convened.

\_\_\_\_\_  
Melissa Lee, 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**  
**Prosper Town Council Meeting**  
 Council Chambers  
 Prosper Town Hall  
 250 W. First Street, Prosper, Texas  
 Tuesday, November 10, 2020

**Call to Order/ Roll Call.**

The meeting was called to order at 5:48 p.m.

**Council Members Present:**

Mayor Ray Smith  
 Mayor Pro-Tem Curry Vogelsang, Jr.  
 Deputy Mayor Pro-Tem Jason Dixon (arrived at 6:53 p.m. via phone)  
 Councilmember Marcus E. Ray  
 Councilmember Craig Andres  
 Councilmember Jeff Hodges  
 Councilmember Meigs Miller

**Staff Members Present:**

Harlan Jefferson, Town Manager  
 Terry Welch, Town Attorney  
 Melissa Lee, Town Secretary  
 Robyn Battle, Executive Director of Community Services  
 Chuck Springer, Executive Director of Administrative Services  
 Betty Pamplin, Finance Director  
 January Cook, Purchasing Manager  
 Rebecca Zook, Executive Director of Development & Infrastructure Services  
 John Webb, Development Services Director  
 Hulon Webb, Engineering Services Director  
 Dan Heischman, Assistant Director of Engineering Services - Development  
 Alex Glushko, Planning Manager  
 Frank Jaromin, Director of Public Works  
 Leigh Johnson, Director of Information Technology  
 Dudley Raymond, Director of Parks and Recreation  
 Doug Kowalski, Police Chief  
 Stuart Blasingame, Fire Chief

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

Pastor Jason McConnell, Prosper United Methodist Church, led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

**Announcements of recent and upcoming events.**

Councilmember Ray read the announcements.

The Town Council would like to thank everyone who participated in the Light The Town Red campaign. Residents and businesses across Town showed their appreciation to our Fire Department staff by lighting their homes and businesses in red during Fire Prevention Month.

The November 3 election brought record voter turnout in the Town of Prosper and across the country. Approximately 80% of registered voters cast their vote during Early Voting and Election Day for Town Council Place 3 and Place 5, the three bond propositions, and the two local option election propositions. Final election results will be certified by the Town Council on November 17. We appreciate everyone who took the opportunity to exercise their right to vote.

Tomorrow is November 11<sup>th</sup>, which is a day where we honor all veterans who have served our country in war or peace. Veterans Day is an opportunity to pay special recognition to the men and women who protect our freedoms, and to honor their patriotism, love of country, and willingness to serve and sacrifice for the common good. Thank you for your service.

Early Voting for the Senate District 30 Runoff Election will be held December 9<sup>th</sup>-December 15<sup>th</sup>. Election Day is December 19<sup>th</sup>. Prosper voters who live in Collin County may vote at Town Hall for Early Voting and Election Day. Denton County voters may vote at any Denton County early voting location, and at Aubrey City Hall on Election Day. Please check the Town's Facebook page, or the Collin County or Denton County Election websites for more information.

The Prosper Police Department welcomed their newest staff members at a swearing-in ceremony this afternoon. Officer Aaron Lopez, Officer Joseph Buttery, Officer Dustin Suitors, Officer McKenzie Morrison, Officer Lauren Steadman, and Officer Sam Walkiewicz are the most recent additions to the Prosper PD staff. Corporal Seth Cockerham, Corporal Zach Carter, Sergeant Preston Robinson, Lieutenant Ron Castro, and Lieutenant Paul Boothe were also recognized for their recent promotions. Congratulations to all.

Councilmember Andres mentioned Mr. and Mrs. Glover of Prosper whose son Victor Glover will be among the crew of four astronauts that will launch the SpaceX this Sunday from NASA's Kennedy Space Center.

#### **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.

1. **Consider and act upon the minutes from the October 27, 2020, Town Council Meeting. (ML)**
2. **Receive the September Financial Report. (BP)**
3. **Receive the Quarterly Investment Report. (BP)**
4. **Consider and act upon Ordinance 2020-80 amending Ordinance No. 2020-71 (FY 2020-2021 Budget). (BP)**
5. **Consider and act upon authorizing the Town Manager to accept a grant award from the Department of Justice through the State of Texas Office of the Governor. (DK)**
6. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between David C. Baldwin Inc., d/b/a DCBA Landscape Architecture, and the Town of Prosper, Texas, related to the design of the Coleman Street Median Landscaping (Talon – Victory) project. (HW)**

Councilmember Ray removed Item 7 from the Consent agenda.

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to approve Items 1 - 6 on the Consent agenda.

The motion was approved by a vote of 6 - 0.

- 7. Consider and act upon approving Change Order Number 01 for Bid 2020-57-B to Accelerated Critical Path, Inc., related to construction services for the Church Street and Parvin Street Sanitary Sewer and Drainage Improvements and Old Town Retention Pond projects; and authorizing the Town Manager to execute Change Order Number 01 for same. (HW)**

Councilmember Ray discussed a notation regarding the donated land that the pipeline will be installed and if the paperwork will be in place when construction starts. Hulon Webb, Engineering Services Director, confirmed the easement paperwork is currently in place.

Councilmember Ray made a motion and Councilmember Andres seconded the motion to approve Change Order Number 01 for Bid 2020-57-B to Accelerated Critical Path, Inc., related to construction services for the Church Street and Parvin Street Sanitary Sewer and Drainage Improvements and Old Town Retention Pond projects; and authorizing the Town Manager to execute Change Order Number 01 for same.

The motion was approved by a vote of 6 – 0.

#### **CITIZEN COMMENTS**

Cary Carroll, 4271 Fisher Rd, Prosper, spoke on lot to lot drainage occurring on his property and discussions he has had in the past with Town Staff on this issue.

#### **REGULAR AGENDA:**

##### **Items for Individual Consideration:**

- 8. Consider and act upon Resolution 2020-81 to adopt the Hike and Bike Trail Master Plan. (DR)**

Paul Naughton, Senior Park Planner, provided an overview of the Hike and Bike Trail Master Plan development process. The Town Council approved funding for the development of a Hike and Bike Trail Master Plan in the FY 2018-2019 Budget, and an agreement with Halff Associates in August 2019. This is the Town's first detailed Hike and Bike Trail Master Plan. The Plan uses the existing information about hike and bike trail routes that was contained in the 2015 Parks, Recreation and Open Space Master Plan.

A Hike and Bike Trail Steering Committee made up of Town Council, Planning & Zoning and Parks and Recreation Board members and citizens at large was formed to help oversee the development of the plan. Halff and Associates presented information to the Steering Committee at three meetings. In addition to these meetings, a Public Input Meeting was held to allow residents to give feedback on the development of the plan and inform them of the upcoming online survey. The public meeting had approximately 60 people in attendance.

Park staff was approached by residents of Steeple chase, about their concern regarding a section of hike and bike trail that is shown going through their gated community. This section of trail was shown in the 2015 Parks, Recreation and Open Space Master Plan, and it does appear in the 2007 Parks, Recreation and Open Space Master Plan as well. Staff met with the neighborhood representatives and discussed removing the section of trail. Staff reviewed the segment, and would be in support of removing the segment, as it doesn't affect the overall integrity or viability of the trail network in the Town.

Town Council discussed the development process regarding trail network connectivity, the distribution of 10 ft. wide lanes throughout the system, the results of the online public survey, and trail lighting.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Ray seconded the motion to approve Resolution 2020-81 to adopt the Hike and Bike Trail Master Plan as amended to include the removal of trail segment through Steeple chase.

The motion was approved by a vote of 6 - 0.

**9. Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Day Care Center (Prosper United Methodist Church), on 42.6± acres, located on the northwest corner of Coleman Street and Preston Road. The property is zoned Single Family-12.5 (SF-12.5). (S20-0001). (AG)**

Alex Glushko, Planning Manager, provided information on the request intended to allow for a day care for Prosper United Methodist Church. The church currently operates a day care for 85 students at their existing location on Church Street. The church is requesting a SUP to allow for a continuation of the use at their future campus location on Coleman Street, west of Preston Road. Construction of the new campus is expected to commence in 2021. Mr. Glushko presented the proposed layout, which consists of a one-story, 69,957 square-foot building. The depicted number of off-street parking spaces and outdoor play area meet the minimum standards of the Zoning Ordinance.

Exhibit D as presented shows a conceptual rendering depicting the architectural appearance and style of the building. The conceptual design meets the non-residential design and development standards of the Zoning Ordinance. In conjunction with a Development Agreement related to right-of-way dedication and hike and bike trail construction, the applicant has agreed to include the proposed building elevations proposed in conjunction with the SUP.

Town Council discussed the Development Agreement related to right-of-way dedication and hike and bike trail construction.

Mayor Smith opened the public hearing.

With no one speaking, Mayor Smith closed the public hearing.



After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Hodges seconded the motion to approve request for a Specific Use Permit (SUP) for a Day Care Center (Prosper United Methodist Church), on 42.6± acres, located on the northwest corner of Coleman Street and Preston Road , subject to approval of a Development Agreement, including building elevations consistent with Exhibit D.

The motion was approved by a vote of 6 - 0.

**10. Conduct a Public Hearing and consider and act upon a request to rezone 1.9± acres from Commercial Corridor (CC) to Planned Development-Office (PD-O), to allow for a Convenience Store with Gas Pumps (QuikTrip), located on the southwest corner of the Dallas Parkway and Fishtrap Road. (Z20-0016). (AG)**

Alex Glushko, Planning Manager, provided an overview of the request to rezone 1.9± acres from Commercial Corridor (CC) to Planned Development-Office (PD-O) allowing for the development of a convenience store with gas pumps (QuikTrip). In order to facilitate the proposed development, the applicant is proposing modifications to the Town's development standards.

Staff recommends the Town Council deny the rezoning request. However, if the Town Council determines a convenience store with gas pumps is an appropriate use on the subject property, staff recommends the this item be tabled indefinitely in order to allow sufficient time to address all Engineering and Fire requirements, as well as to incorporate the entire 14.1± acre tract into the proposed PD rezoning request.

Jake Petras, Real Estate Manager at Quik Trip, spoke on the site being appropriate for this type of development and the constraints of developing flood plain land for this site. Rob Daake, representing Tollway Fish trap Partners, LLC, expanded on the constraints of developing flood plain land, and discussed flood plain flow. Mr. Daake discussed the positive impacts of a convenience store in this location.

Mayor Smith opened the public hearing.

William Cook, 201 East 5<sup>th</sup> Street, spoke in opposition to this item, noting a convenience store was not an appropriate use for this property.

With no one else speaking, Mayor Smith closed the public hearing.

After discussion, Councilmember Miller made a motion and Councilmember Andres seconded the motion to table Item 10 indefinitely.

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

**11. Consider and act upon a Site Plan, Landscape Plan, and Façade Plan for an auto parts retail store (AutoZone), on 1.0± acre, located on the east side of Preston Road, north of Prosper Trail. The property is zoned Planned Development-68 (PD-68). (D20-0028). (AG)**

Mayor Smith opened Items 11 & 12 concurrently.

Alex Glushko, Planning Manager, provided and overview of the Site Plan, Landscape Plan, and Façade Plan for an auto parts retail store (AutoZone), located on the east

side of Preston Road, north of Prosper Trail. At the October 13, 2020, Town Council meeting, this item was tabled to the November 10, 2020, meeting, in order to allow additional time to evaluate the rear view and reorientation of the AutoZone building.

In December 2019, Planned Development-68 (PD-68) for the Shops at Prosper Trail was amended to modify the layout of Lots 6-8 and to allow for flat roof architecture for AutoZone on Lot 7. In conjunction with the rezoning request, building elevations for AutoZone were included with PD-68, and a Development Agreement related to building materials and design. The building elevations in PD-68 and the Development Agreement depict the front of the proposed AutoZone building facing westward, toward Preston Road. With this request the applicant is proposing to reorient the building such that the rear of the building faces Preston Road.

The Site Plan shows the proposed 6,925 square-foot AutoZone building, the Landscape Plan show the proposed landscaping, and the Façade Plan shows the flat roof architecture. Access is provided from Preston Road through the development. The depicted number of off-street parking spaces meets the minimum standards of the Zoning Ordinance. The Site Plan, Landscape Plan, and Façade Plan conform to the PD-68 development standards.

**12. Consider and act upon authorizing the Town Manager to execute a First Amended Development Agreement between MQ Prosper Retail LLC and the Town of Prosper, Texas, related to the Shops at Prosper Trail retail development. (AG)**

Mr. Glushko continued with reviewing the First Amended Development Agreement between MQ Prosper Retail LLC and the Town of Prosper, Texas, related to the Shops at Prosper Trail retail development. In December 2019, Planned Development-68 (PD-68) for the Shops at Prosper Trail was amended to modify the layout of Lots 6-8 and to allow for flat roof architecture for AutoZone on Lot 7. Approval of the rezoning request was subject to approval of a Development Agreement related to exterior building materials and architectural design. A Development Agreement was prepared accordingly and approved by the Town Council.

The approved Development Agreement depicted the front of the proposed AutoZone building facing westward, toward Preston Road. However, when the Site Plan application was received by the Town, it depicted the building facing eastward, toward the interior of the development rather than Preston Road. While the Zoning Ordinance allows the Site Plan to be approved with a reorientation of the building, the Development Agreement is required to be amended. With this request the applicant is proposing to amend the Development Agreement to allow for the reorientation of the AutoZone to face eastward. The applicant has included a line-of-sight exhibit depicting the look of the rear of the building from Preston Road

Council discussed building orientation, the rear elevation of the building, and the overall aesthetic of the building in the renderings presented.

After discussion, Councilmember Miller made a motion and Councilmember Andres seconded the motion to table Item 11 until the November 24, 2020, Town Council meeting.

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

Councilmember Miller made a motion and Councilmember Andres seconded the motion to table Item 11 until the November 24, 2020, Town Council meeting.

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

**13. Discussion on proposed remodel of Central Fire Station. (SB)**

Stuart Blasingame, Prosper Fire Chief, discussed with Town Council the Central Fire Station that is now in its 17th year. As with all buildings, the station is starting to show wear in multiple areas. Staff was directed to get preliminary estimates for discussion, which was presented to Town Council during the September 8, 2020, Council meeting. During this meeting, it was requested by Council to move forward with obtaining actual quotes and to look at any other areas in immediate need of repair or replacement and bring the requested updates back to council in a future meeting. Staff met with multiple contractors and obtained the necessary quotes. If Town Council provides feedback in favor of moving forward with the remodel project, a budget amendment will be requested on the November 24th council meeting.

Town Council was in favor of moving forward with the remodel project.

**14. Discussion on Town of Prosper Legislative Agenda. (RB)**

Robyn Battle, Executive Director of Community Services, discussed with Council the proposed Legislative Agenda. Mrs. Battle reviewed issues that have been previously identified by the Town Council as top priorities for the Town, as well as recommendations from Town staff. The Legislative Agenda is comprised of three sections. The Legislative Philosophy explains the overall purpose and guiding principles of the document. The Legislative Initiative section describes specific legislation the Town intends to pursue to remove the \$1.5 million cap on the use of competitive sealed proposals for horizontal projects. The Legislative Priorities section establishes the Town's position on key legislative issues.

The Legislative Agenda is to be used as a communication tool with the Town's legislative delegation and others to clearly explain the Town's position on critical issues. It is intended to provide guidance to the Town's legislators on how they can best represent Town of Prosper residents and stakeholders in the upcoming legislative session. Mrs. Battle provided Town Council a proposed timeline.

Town staff seeks direction and feedback from the Council on the proposed Legislative Agenda. The final Legislative Agenda will be presented for Council approval at the November 24, 2020, Town Council meeting.

Town Council suggestions included Senate Bill 29, relating to the use by a political subdivision of public money for lobbying and certain other activities, and House Bill 2439, relating to certain regulations adopted by governmental entities for the building products, materials, or methods used in the construction or renovation of residential or commercial buildings.

**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:**

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

**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.**

**Section 551-074 - To discuss and consider personnel matters and all matters incident and related thereto.**

**Section 551.074 - To discuss and consider election of Mayor Pro-Tem and Deputy Mayor Pro-Tem.**

**Section 551-071 - Consultation with the Town Attorney regarding legal issues associated with permitting requirements authorized in the Town's Subdivision Ordinance, contained in Chapter 10 of the Code of Ordinances, and in the Town's Building Regulations, contained in Chapter 3 of the Code of Ordinances, and all matters incident and related thereto.**

The Town Council recessed into Executive Session at 7:49 p.m.

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

The Town Council reconvened the Regular Session at 8:39 p.m.

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

**15. Discussion on the Town's Stormwater Drainage Management Program. (DH)**

Town Council did not discuss Item 15.

**16. Discussion on Lot to Lot Drainage (RZ)**

Rebecca Zook, Executive Director of Development & Infrastructure Services, discussed with Council lot to lot drainage beginning with subdivision development design standards and the process of completed construction being accepted by the Town. Mrs. Zook discussed the homeowner complaint process and the responsibility of the Town regarding lot to lot drainage issues.

Town Council discussed the citation process and the responsibility of the Town regarding lot to lot drainage issues.

**17. Discussion on Public Information Requests. (RB)**

Robyn Battle, Executive Director of Community Services, provide an overview of the Public Information Request process. The Town is required to provide responsive documents within the confines of the Act, respond within ten business days, and act in good faith. The Town is not required to answer questions, do research, compile statistics or create new documents. The Town may request clarification of an unclear request or request narrowing of an overly broad request. The Town may not inquire as to the purpose of the request or verify the identity of the requestor, except to establish right of access.

Town Council discussed attorney client privilege and establishing identification of the requestor.

**Adjourn.**

The meeting was adjourned at 9:29 p.m. on Tuesday, November 10, 2020.

These minutes approved on the 24th day of November 2020.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Melissa Lee, Town Secretary**

DRAFT



*Prosper is a place where everyone matters.*

**Minutes**  
**Prosper Town Council**  
**Special Called Meeting**  
 Executive Conference Room  
 Prosper Town Hall  
 250 W. First Street, Prosper, Texas  
 Saturday, November 14, 2020

**Call to Order/ Roll Call.**

The meeting was called to order at 7:08 a.m.

**Council Members Present:**

Mayor Ray Smith  
 Mayor Pro-Tem Curry Vogelsang, Jr. (arrived at 8:35 a.m.)  
 Deputy Mayor Pro-Tem Jason Dixon  
 Councilmember Marcus E. Ray  
 Councilmember Craig Andres (departed at 9:10 a.m.)  
 Councilmember Jeff Hodges  
 Councilmember Meigs Miller

**Staff Members Present:**

Harlan Jefferson, Town Manager  
 Robyn Battle, Executive Director of Community Services

**Call to Order/ Roll Call.**

**1. Strategic Planning Discussion.**

Mayor Smith called the meeting to order. Town Manager Harlan Jefferson briefed the Council on the progress made on the Town Council Major Initiatives since the last quarterly discussion. The Council discussed changes to the format and content for the annual Strategic Planning Session to be held in February 2021.

Mr. Jefferson updated Council on staff's recommendations for the first three bond projects to be initiated as a result of the bond propositions passing earlier this month. The council agreed with the recommendation. Town staff was directed to obtain updated information on future school construction, and a summary of all land acquisition that will be necessary for the bond projects.

The Council was briefed on efforts to improve broadband service in Town, and negotiations between the Town and Prosper ISD on facility use agreements and building permit fees. The Council agreed to proceed with Town representatives holding meetings with the Town's legislative delegation.

Mr. Jefferson briefed the Council on Oncor's proposed substation and the proposed locations. Council directed staff to maintain the Town's height requirement of 40 feet if Oncor wants to proceed with the request.

The Council discussed future development in downtown Prosper and agreed that the Town needs a vision for this area. The Council will hold a joint meeting with the Prosper Economic Development Corporation on December 16 to hear a proposal for the Downtown Master Plan.

Discussion continued on a potential Dallas North Tollway (DNT) Overlay District. More discussion is needed to develop a vision for this area and the U.S. 380 corridor, and what efforts the Town should undertake to attract potential developers.

**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:**

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

*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.*

*Section 551-074 - To discuss and consider personnel matters and all matters incident and related thereto.*

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

The Executive Session was not held.

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

**Adjourn.**

The meeting was adjourned at 10:10 a.m. on Saturday, November 14, 2020.

These minutes approved on the 24th day of November 2020.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Melissa Lee, Town Secretary

## FINANCE DEPARTMENT



**To:** Mayor and Town Council

**From:** Betty Pamplin, Finance Director

**Through:** Harlan Jefferson, Town Manager  
Chuck Springer, Executive Director of Administrative Services

**Re:** Town Council Meeting – November 24, 2020

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory services. **(BP)**

**Description of Agenda Item:**

The Town recently issued a Request for Proposal for Investment Advisory Services. This service was discussed with the Town's Finance Committee at the September 30, 2020 meeting with a recommendation to issue a Request for Proposal. Nine proposals were received and after evaluation of the proposals the recommendation of the evaluation committee is to enter into an agreement with Valley View Consulting, L.L.C. This contract will provide services of cash flow forecasting, investment reporting, investment strategy recommendations, collateral management, and assistance in clearing of investment purchases. The Town's Director will still have full control over all investment purchases and investment decisions. Due to the economies of scale with Valley View Consulting, L.L.C., the Town will have access to additional investment opportunities. It is anticipated that the increase in interest earnings will offset the cost of these services.

**Budget Impact:**

The annual fee is projected to be approximately \$30,911.46, but the actual cost is dependent on the Town's total investment portfolio assets. These costs will be allocated to each Town Fund based on their annual interest earnings.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed and approved the Professional Services Agreement as to form and legality.

**Attached Documents:**

1. Evaluation Matrix
2. Professional Services Agreement



**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory Services.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory Services.

RFP NO. 2021-12-A  
INVESTMENT ADVISORY SERVICES

EVALUATION MATRIX		CHANDLER ASSET MANAGEMENT		HILLTOP SECURITIES ASSET MANAGEMENT, LLC		MEEDER INVESTMENT MANAGEMENT		MORETON ASSET MANAGEMENT		PATTERSON & ASSOCIATES		PUBLIC TRUST ADVISORS, LLC		TCG GROUP HOLDINGS, LLP		TIME VALUE INVESTMENTS		VALLEY VIEW CONSULTING	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Services Offered and Overall Ability to Meet the Town's Objectives	50%	6.67	3.33	7.00	3.50	6.33	3.17	5.33	2.67	6.67	3.33	6.33	3.17	5.33	2.67	4.67	2.33	7.67	3.83
Approach to Management of Investment Portfolio and References	25%	4.00	1.00	6.63	1.66	4.75	1.19	3.50	0.88	5.50	1.38	4.75	1.19	4.50	1.13	4.50	1.13	8.00	2.00
Cost Proposal	25%	3.87	0.97	7.96	1.99	7.17	1.79	3.75	0.94	9.22	2.30	7.50	1.88	7.70	1.93	10.00	2.50	8.35	2.09
<b>TOTAL</b>	<b>100%</b>		<b>5.30</b>		<b>7.15</b>		<b>6.15</b>		<b>4.48</b>		<b>7.01</b>		<b>6.23</b>		<b>5.72</b>		<b>5.96</b>		<b>7.92</b>

**AGREEMENT  
BY AND BETWEEN  
THE TOWN OF PROSPER, TEXAS  
AND  
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the Town of Prosper (the *Investor*) will have from time to time money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties, as requested:
  - a. Assist the Investor in developing cash flow projections,
  - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
  - c. Advise the Investor on market conditions, general information and economic data,
  - d. Analyze risk/return relationships between various investment alternatives,
  - e. Attend occasional meetings as requested by the Investor,
  - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. The eligible investments are listed in the Investor's Investment Policy,
  - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
  - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
  - i. Assist the Investor in creating monthly portfolio accounting reports, and
  - j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall become effective upon execution by both parties for a term on one-year, with the option of the Investor to extend this Agreement for four additional one-year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of

this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

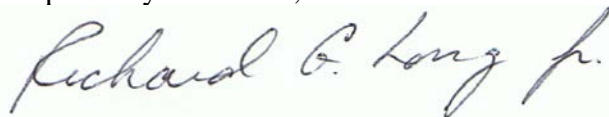
9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. By initialing the appropriate line, Investor acknowledges that:

- 1)   X   Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2)        Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3)        Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.  
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the Town of Prosper, Texas.

By \_\_\_\_\_  
Harlan Jefferson, Town Manager  
Town of Prosper

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

## APPENDIX A

## FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be a tiered annual fee equal to:

<b><u>Average Quarter End Book Value</u></b>	<b><u>Annual Fee</u></b>
First \$85 million	0.036% (3.6 basis points)
Next \$65 million (above \$85 million up to \$150 million)	0.030% (3 basis points)
Balances over \$150 million	0.020% (2 basis points)

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of the Agreement Fee.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled occasional meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.



## HUMAN RESOURCES

**To:** Mayor and Town Council

**From:** James Edwards, Human Resources Director

**Through:** Harlan Jefferson, Town Manager  
Chuck Springer, Executive Director of Administrative Services

**Re:** Town Council Meeting – November 24, 2020

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**Agenda Item:**

Consider and act upon awarding RFP No. 2021-14-B for stop loss Insurance for Town self-insurance fund, effective January 1, 2021, and authorizing the Town Manager to execute all documents for the same.

**Description of Agenda Item:**

The Town's self-insurance fund has stop loss insurance to protect the Town from large claim losses. Stop loss insurance must be marketed annually for renewal. McGriff, Seibels & Williams, Inc. has marketed this year's coverage on the Town's behalf at a stop loss level of \$75,000 and received 6 responses. Attached is the summary of these proposals for your review. The incumbent stop loss insurance provider QBE provided the overall best value with a PEPM (per employee per month) rate of \$208.56 for an estimated annual cost of \$543,090.24. This is a 3.65% increase over last year. Berkshire Hathaway provided a bid that appears slightly lower at a total estimated cost of \$538,715 but has an exclusion for one Town claimant that could significantly increase the total exposure to the Town.

**Budget Impact:**

QBE provided the best overall value with a PEPM (per employee per month) rate of \$208.56 for an estimated annual cost of \$543,090.24. The Town budget \$238.00 PEPM for stop loss, the QBE proposal is approximately \$76,660 less than budgeted. This expense is budgeted in account #730-5160-10-00.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the QBE renewal paperwork as to their form and legality.

**Attached Documents:**

1. Stop Loss Analysis Report
2. QBE Pricing Agreement
3. QBE Renewal

**Town Staff Recommendation:**

Town staff recommends awarding RFP No. 2021-14-B for Stop Loss Insurance to QBE and authorizing the Town Manager to execute all documents for the same.

**Proposed Motion:**

I move to award RFP No. 2021-14-B for Stop Loss Insurance to QBE and authorize the Town Manager to execute all documents for the same.



# Town of Prosper

## Stop Loss Marketing Analysis

### Effective Date: 1/1/2021

Item 8.

Stop Loss Carrier	QBE Current Plan	QBE Renewal Plan	Berkshire Hathaway Proposed Plan	Symetra Proposed Plan	Swiss Re Proposed Plan	Optum Proposed Plan	Berkley Proposed Plan
TPA / Network	UMR / UHC Choice +	UMR / UHC Choice	UMR / UHC Choice	UMR / UHC Choice	UMR / UHC Choice	UMR / UHC Choice	UMR / UHC Choice
<b>SPECIFIC RETENTION</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>
Contract	24/12	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
<b>Specific Rates</b>							
Single 105	\$194.45	\$202.05	\$196.37	\$207.31	\$115.24	\$218.63	\$260.68
Family 112	\$194.45	\$202.05	\$196.37	\$207.31	\$316.03	\$218.83	\$260.68
Composite 217	\$194.45	\$202.05	\$196.37	\$207.31	\$218.87	\$218.63	\$260.68
<b>Specific Monthly Premium</b>	<b>\$42,195.65</b>	<b>\$43,844.85</b>	<b>\$42,612.29</b>	<b>\$44,986.27</b>	<b>\$47,494.79</b>	<b>\$47,442.71</b>	<b>\$56,567.56</b>
<b>Specific Annual Premium</b>	<b>\$506,347.80</b>	<b>\$526,138.20</b>	<b>\$511,347.48</b>	<b>\$539,835.24</b>	<b>\$569,937.48</b>	<b>\$569,312.52</b>	<b>\$678,810.72</b>
<b>Aggregate Rate</b>							
Composite	\$6.76	\$6.51	\$5.51	\$7.10	\$7.47	\$7.00	\$8.31
Monthly Accommodation							
<b>Aggregate Monthly Premium</b>	<b>\$1,466.92</b>	<b>\$1,412.67</b>	<b>\$1,195.67</b>	<b>\$1,540.70</b>	<b>\$1,620.99</b>	<b>\$1,519.00</b>	<b>\$1,803.27</b>
<b>Aggregate Annual Premium</b>	<b>\$17,603.04</b>	<b>\$16,952.04</b>	<b>\$14,348.04</b>	<b>\$18,488.40</b>	<b>\$19,451.88</b>	<b>\$18,228.00</b>	<b>\$21,639.24</b>
<b>AGGREGATE RETENTION</b>							
Contract	24/12	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Corridor	125%	125%	125%	125%	125%	125%	125%
<b>Aggregate Factors</b>							
Single 105	\$952.98	\$1,009.37	\$1,020.48	\$988.95	\$495.35	\$981.56	\$1,030.11
Family 112	\$952.98	\$1,009.37	\$1,020.48	\$988.95	\$1,541.90	\$981.56	\$1,030.11
Composite 217	\$952.98	\$1,009.37	\$1,020.48	\$988.95	\$1,035.50	\$981.56	\$1,030.11
<b>Monthly Attachment Factor</b>	<b>\$206,796.66</b>	<b>\$219,033.29</b>	<b>\$221,444.16</b>	<b>\$214,602.15</b>	<b>\$224,703.50</b>	<b>\$212,998.52</b>	<b>\$223,533.87</b>
<b>Annual Attachment Factor</b>	<b>\$2,481,559.92</b>	<b>\$2,628,399.48</b>	<b>\$2,657,329.92</b>	<b>\$2,575,225.80</b>	<b>\$2,696,442.00</b>	<b>\$2,555,982.24</b>	<b>\$2,682,406.44</b>
<b>TOTAL FIXED COSTS</b>							
<b>Total Monthly Premium</b>	<b>\$43,662.57</b>	<b>\$45,257.52</b>	<b>\$43,807.96</b>	<b>\$46,526.97</b>	<b>\$49,115.78</b>	<b>\$48,961.71</b>	<b>\$58,370.83</b>
<b>Total Annual Non-Preferred Fee</b>	<b>-</b>	<b>-</b>	<b>\$13,020.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Annual Premium</b>	<b>\$523,950.84</b>	<b>\$543,090.24</b>	<b>\$538,715.52</b>	<b>\$558,323.64</b>	<b>\$602,409.36</b>	<b>\$587,540.52</b>	<b>\$700,449.96</b>
<b>Annual Difference</b>	<b>-</b>	<b>\$19,139.40</b>	<b>\$14,764.68</b>	<b>\$34,372.80</b>	<b>\$78,458.52</b>	<b>\$63,589.68</b>	<b>\$176,499.12</b>
<b>Percent Difference</b>	<b>-</b>	<b>3.65%</b>	<b>2.82%</b>	<b>6.56%</b>	<b>14.97%</b>	<b>12.14%</b>	<b>33.69%</b>
<b>Total Maximum Liability</b>	<b>\$3,005,510.76</b>	<b>\$3,171,489.72</b>	<b>\$3,196,045.44</b>	<b>\$3,133,549.44</b>	<b>\$3,298,851.36</b>	<b>\$3,143,522.76</b>	<b>\$3,382,856.40</b>
<b>Annual Difference</b>	<b>-</b>	<b>\$165,978.96</b>	<b>\$190,534.68</b>	<b>\$128,038.68</b>	<b>\$293,340.60</b>	<b>\$138,012.00</b>	<b>\$377,345.64</b>
<b>Percent Difference</b>	<b>-</b>	<b>5.52%</b>	<b>6.34%</b>	<b>4.26%</b>	<b>9.76%</b>	<b>4.59%</b>	<b>12.56%</b>

<b>Additional Comments:</b>	No Lasers	No Lasers Firm until 11/13/20	Laser 1 - 12/12 Firm until 11/12/20	Laser 1 - \$175K Laser 2 - \$145K Laser 3 - \$100K Firm until 11/16/20	Laser 1 - \$190K Laser 2 - \$225K Firm	No Lasers Firm 11/16/20 Experience refund included	Pending Large Claim Review Not Firm
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# Thank you!

Item 8.

Please find the enclosed proposals which you have requested. We would like to thank you for the opportunity to quote on your important prospects. We realize that this is a market filled with many choices making us proud you have considered QBE A&H as a prospective partner.

Best regards,  
Jared Allard  
Underwriter  
QBE A&H

**Specially prepared for**  
Stealth Partner Group

**Group**  
Town of Prosper

**Effective Date**  
01/01/2021

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Made possible by  **QBE® A&H**

**INDIVIDUAL EXCESS LOSS COVERAGE**

		Option 1	Option 2	Option 3
		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Specific Advancement				
Covered Benefits				
Contract Type		PAID	PAID	PAID
Annual Specific Deductible per Individual	\$	75,000	100,000	125,000
Annual Maximum		Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Rate Per Month	<u>Enrollment</u>			
Composite	217	\$ 202.05	\$ 167.11	\$ 141.49
Estimated Monthly Premium		\$ 43,845	\$ 36,263	\$ 30,703
Estimated Annual Premium		\$ 526,138	\$ 435,154	\$ 368,440
Rate(s) includes Commissions of		0.00%	0.00%	0.00%

**AGGREGATE EXCESS LOSS COVERAGE**

		Option 1	Option 2	Option 3
		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Aggregate Advancement				
Covered Benefits				
Contract Type		PAID	PAID	PAID
Loss Limit Per Individual	\$	75,000	100,000	125,000
Maximum Annual Reimbursement	\$	1,000,000	1,000,000	1,000,000
Rate Per Month	<u>Enrollment</u>			
Composite	217	\$ 6.51	\$ 8.11	\$ 9.61
Combined Gross Monthly Rate		\$ 6.51	\$ 8.11	\$ 9.61
Estimated Annual Premium		\$ 16,952	\$ 21,118	\$ 25,024
Rate(s) includes Commissions of		0.00%	0.00%	0.00%
Annual Aggregate Deductible	\$	2,628,399	2,637,487	2,663,866
Minimum Aggregate Deductible	\$	2,628,399	2,637,487	2,663,866
Monthly Aggregate Claim Factors	<u>Enrollment</u>			
<u>Medical, RxCard</u>				
Composite	217	\$ 1,009.37	\$ 1,012.86	\$ 1,022.99

This is a TENTATIVE quote based upon the information furnished in the Request for Proposal. Material deviations from any of the original information that was submitted to us may result in a change to the quoted Rates and/or Factors or withdrawal of the proposal. QBE A&H will not be bound by any typographical errors or omissions contained herein.

**Quoted terms and conditions are subject to possible revision based upon receipt and review of the requirements listed below:**

**STANDARD CONDITIONS**

Disclosure shall include the following:

Updated shock loss information to include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of 50% of the specific deductible and/or anyone who has exceeded a lifetime plan benefit of \$500,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Known claimants currently under Case Management, regardless of claim dollar amount must be disclosed. Please refer to our Potentially Catastrophic Loss List (found on our website at [www.qbeah.com](http://www.qbeah.com)), which provides examples of some, but not all, types of shock losses.

A completed and signed Plan Sponsor Disclosure Statement is required on new accounts.

Final paid claims and enrollment through the effective date.

A complete copy of the Policyholder's Plan Document including all current Plan Amendments to confirm that the document is reflective of the Schedule of Benefits submitted during the underwriting process and contains QBE A&H's MINIMUM Plan Document assumptions.

The selected TPA assigned to administer all claims. The TPA is subject to approval by QBE A&H.

A complete census clearly illustrating all Cobra and/or Retirees to be covered. If they are not indicated on the census, the proposal assumes there are none covered under the plan. If retirees are eligible, this must be clearly stated in the RFP submission.

Final Rates and Factors will be based upon the actual enrollment census as of the requested Effective Date. In the event there is a greater than 10% change in enrollment between the submitted initial enrollment date and the final enrollment data, rates and factors may be recalculated.

A minimum participation level of 75% of all eligible employees is required unless otherwise noted.

**ADDITIONAL CONDITIONS SPECIALLY PREPARED FOR: TOWN OF PROSPER**

Quote assumes the use of the following PPO vendor:UHC - Choice Plus.

Quote is FIRM and FINAL provided QBE receives written confirmation of accepted terms on or before 11/13/2020. After this date, updated reporting will be required in order to re-firm quoted terms.

**PROPOSAL ACCEPTANCE PROCEDURES**

- 1. Identify the option sold in the space provided below. Date and sign the proposal.**
- 2. Satisfy all the terms and conditions of this proposal as listed above.**
- 3. Submit completed and signed disclosure & binder premium.**

Initial next to the selected proposal option:

	Option 1	Option 2	Option 3
Specific	_____	_____	_____
Aggregate	_____	_____	_____

The Premium and Aggregate Deductible are based on the data submitted.

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

By: \_\_\_\_\_  
Agent of Record or Administrator

This proposal expires if applications are not requested before the void through date.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

## SCHEDULE OF EXCESS LOSS INSURANCE POLICY

This endorsement changes the Policy, effective on the Policy Effective Date unless another date is indicated below.

Named Insured: <b>Town of Prosper</b>	Endorsement Effective: <b>January 01, 2021</b>
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Policyholder and We hereby agree that the Policy is amended as follows:

- A. The policy number of this policy is changed from: **LGS02268-20** to **LGS02268-21**
- B. This policy will continue in force for a new Policy Period, beginning on the Amendment Effective Date and ending on the Expiration Date shown below.
- C. The *SCHEDULE FOR EXCESS POLICY* is deleted and replaced with the following Schedule.
  - 1. Policyholder's Principal Office Address: **250 W. First St, Prosper, TX 75078**
  - 2. Expiration Date: **December 31, 2021**
  - 3. Attached Endorsements: **Independent Review Organization Endorsement QBSL-0124 (07-02)**  
**Plan Mirror Endorsement QBSL-0124 (07-02)**  
**Proof of Loss Endorsement QBSL-0124 (07-02)**
  - 4. Third-Party Administrator (for purpose of claims administration under the Plan):
    - Name: **UMR**
    - Address: **115 W. Wausau Avenue**
    - City, State, Zip: **Wausau, WI 54401**
    - Telephone: **(203) 234-1614**

### 5. COVERAGE

The Coverage shown applies only during the Policy Period and is further subject to all the provisions of the Policy.

- A. SPECIFIC EXCESS LOSS COVERAGE  Yes, included  No, not included

- 1) Coverage to be included:
 

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prescription Drugs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dental
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vision
- 2) Specific Attachment Point (unless adjusted by Endorsement)
  - Per Covered Person: **\$75,000.00**
  - Per Covered Family: **N/A**
  - Aggregating Specific Deductible: **N/A**
- 3) Specific Reimbursement Percentage: **100%**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

4) Specific Policy Period Maximum Reimbursement per Covered Person: **Unlimited upon satisfaction of Specific Attachment Point.**

- Of this amount, reimbursement for treatment of drug or alcohol abuse will be limited to:  
 **The terms, conditions and limits as stated in the accepted plan document.**  
 \_\_\_\_\_ days  
 \_\_\_\_\_ days, up to \$ \_\_\_\_\_  
 Treatment of drug or alcohol abuse considered as any other illness

5) Basis of Specific Excess Loss coverage benefit payment (Benefit Period):

Plan Benefits Incurred from: **January 01, 2019** through: **December 31, 2021**  
 And paid from: **January 01, 2021** through: **December 31, 2021**

Plan Benefits Incurred prior to the Effective Date (Run-In-Period) will be limited to:

- N/A** per Covered Person  
 **N/A** for all Covered Persons combined

6) Premium Rates (per month):

<u>Covered Unit Description</u>	<u>Amount</u>
<b>Composite: 217</b>	<b>\$202.05</b>

7) Minimum Annual Specific Premium: **N/A. Estimated specific annual premium based on quoted enrollment is: \$526,138.00**

**B. AGGREGATE EXCESS LOSS INSURANCE**  Yes, Included  No, not included

1) Coverage to be included:

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| Yes                                 | No                                  |  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Medical  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Dental   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Vision   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Prescription Drugs   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Weekly Disability Income Maximum <b>N/A</b> , per covered employee per Policy Period |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other:   |

2) Monthly Aggregate Factor:

<u>Covered Unit Description</u>	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>	<u>Prescription Drugs</u>	<u>Weekly Disability Income</u>	<u>Other</u>	<u>Total</u>
<b>Composite:</b>	<b>X</b>			<b>X</b>			<b>\$1,009.37</b>

3) Number of Covered Units:  Quoted  Actual

<u>Covered Unit Description</u>	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>	<u>Prescription Drugs</u>	<u>Weekly Disability Income</u>
<b>Composite:</b>	<b>217</b>			<b>217</b>	

4) Minimum Annual Aggregate Attachment Point: **\$2,628,399.48 (Estimated)**  
 (12 times Monthly Aggregate Factor(s), times total Number of Covered Units)

5) Aggregate Reimbursement Percentage: **100%**

6)  Individual  Family Claim Limit: **\$75,000.00**

7) Maximum Aggregate Reimbursement (per Policy Period): **\$1,000,000.00**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

8) Basis of Aggregate Excess Loss coverage benefit payment (Benefit Period):

Plan Benefits Incurred from: **January 01, 2019** through: **December 31, 2021**  
And paid from: **January 01, 2021** through: **December 31, 2021**

Plan Benefits Incurred prior to the Effective Date (Run-In-Period) will be limited to:

- N/A** per Covered Person
- N/A** for all Covered Persons combined

9) Premium Rates (per month):

<u>Covered Unit Description</u>	<u>Amount</u>
<b>Aggregate Composite:</b>	<b>\$6.51</b>

10) Minimum Annual Aggregate Premium: **N/A. Estimated annual aggregate premium based on quoted enrollment is: \$16,952.00**

6. Eligible for coverage:

Yes*	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Retired Employees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	COBRA Continuee
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disabled Persons
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Employees who are not Actively at Work
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Late Entrants
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Transplants
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

\* **All "Yes" answers must be supported by current disclosure information you provide during the renewal underwriting period.**

7. Additional Information

a. Policy Information:

- 1. Your PPO Network is: **UHC Choice Plus**
- 2. Your Utilization Review Provider is: **UMR**

b. Special Limitations: **N/A**

c. The definition of Specific Lifetime Maximum Reimbursement in the *Definitions* Section of this Policy, is deleted and replaced with:

**Specific Policy Period Maximum Reimbursement** means the maximum amount WE will reimburse YOU with respect to any Covered Person under this Policy during the Policy Period shown in the Schedule. The Policy Period Maximum excludes the Specific Attachment Point amount. The Policy Period Maximum will not exceed the lesser of:

- 1. the amount shown in the Schedule; and
- 2. the maximum benefit amount set forth in the Plan.

d. Section II, *Specific Excess Loss Coverage*, is deleted and replaced with the following:

**Section II, SPECIFIC EXCESS LOSS COVERAGE**

WE will reimburse YOU for Plan Benefits Paid in excess of the Specific Attachment Point, not to exceed the Policy Period Maximum Reimbursement amount shown in the Schedule. WE will reimburse YOU after YOU have provided an acceptable proof of loss and satisfactory proof of Paid Plan Benefits.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

The Specific Excess Loss benefit applies to a Policy Period or fraction thereof (due to termination). As determined with regard to each Covered Person, it is the lesser of:

1. the Policy Period Maximum Benefit; and
2. eligible Plan Benefit Payments made with regard to a Covered Person, less the Specific Attachment Point, the result of which is then multiplied by the Specific Reimbursement Percentage. In addition, the Specific Excess Loss Benefits Payable under this Policy will be reduced by the Aggregating Specific Deductible.

8. Minimum Plan Enrollment: **N/A** Covered Units, or **75%** of initial enrollment

ACCEPTED BY THE POLICYHOLDER:

Signed at \_\_\_\_\_  
City, State

Date \_\_\_\_\_

\_\_\_\_\_  
Policyholder (correct legal name)

\_\_\_\_\_  
By (Officer's name and title)

\_\_\_\_\_  
Signature of Policyholder's Broker/Agent of Record

Lance Pendley  
Print Broker/Agent of Record

ACCEPTED BY THE COMPANY:

Signed at Marblehead, Massachusetts

Date \_\_\_\_\_

\_\_\_\_\_  
On behalf of the Company  
QBE Insurance Corporation

Tara Krauss, Head of A&H

QBE North America  
By (Officer's name and title)

Payment of premium on or after the effective date of the endorsement shall constitute acceptance by the Policyholder of the modifications contained herein.

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE.**




**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## INDEPENDENT REVIEW ORGANIZATION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Section I Definitions

This endorsement changes the Policy, effective on the Endorsement Effective Date indicated below.

Policy Number: <b>LGS02268-21</b>	Endorsement Effective: <b>January 01, 2021</b>
Named Insured: <b>Town of Prosper</b>	Signed for the Company by:  Todd Jones, President

The following provision is added to **Section 10, Claims Provisions**, of this Policy. Its provisions are in effect as of the Endorsement Effective Date shown above.

### Extended Liability for Claims Payable upon Independent Review Organization decision.

For purposes of determining any reimbursement amount due under this Policy, YOU may request, and WE may agree in writing, that the Run Out Period be extended for a maximum of 12 months, for payment of a Covered Person's claim if all of the following conditions are satisfied for that specific claim:

1. The claim was Incurred during the Policy Period, including any applicable Run-In Period; and
2. The claim was adjudicated and denied during the Policy Period, including any applicable Run-Out Period shown in the *Schedule*; and
3. A final appeal of the denial decision has been made to an Independent Review Organization (IRO); and
4. YOU are notified that the IRO reversed the denial and YOU are required to pay the claim; and
5. the claim is not (a) otherwise excluded under the terms of Your Plan or this Policy or (b) payable under any other policy of stop-loss or other coverage.

Any claim payable under this provision will accumulate toward any Specific Attachment Point and Aggregate Attachment Point applicable to the Policy Period in which the claim was Incurred. This Amendment will be void if this Policy terminates before the end of the Policy Period.

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE.**




**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### Section I Definitions

This endorsement changes the Policy, effective on the Policy Effective Date unless another date is indicated below.

Policy Number: <b>LGS02268-21</b>	Endorsement Effective: <b>January 01, 2021</b>
Named Insured: <b>Town of Prosper</b>	Signed for the Company by:  Todd Jones, President

The definition of Plan Benefits in the *Definitions* Section of this Policy is deleted and replaced with the following definition:

Plan Benefits means the health benefits covered by the Plan during the Policy Period which are:

1. Incurred during the Policy Period, including any applicable Run-In Period; and
2. Paid during the Policy Period, including any applicable Run-Out Period; and
3. Specified as benefits provided in Your Plan Document as of the Policy Effective Date; and
4. Not otherwise excluded under the terms of the Plan.

Plan Benefits will also include any health benefits You are required, under the terms of any applicable Federal law, to provide, whether or not those benefits are included in Your Plan Document, which are:

1. Specified in an amendment You make to your Plan and provide to Us; and
2. Not otherwise subject to the Limitations and Exclusions Sections of the Plan.

Plan Benefits do not include:

1. deductibles of the Plan;
2. co-insurance or co-payment amounts of the Plan;
3. expenses that are not covered by the Plan;
4. amounts recoverable from any other source; or
5. amounts Paid under a previous policy or arrangement or excess loss coverage, whether issued by US or another entity.

The redefined Plan Benefits of the Policy as amended above assume that the underlying Plan will be in full compliance of Federal Law requirements when administering Plan Benefits on behalf of **Town of Prosper**. The additional benefits provided by this endorsement do not make the Excess Loss Policy subject to regulations imposed on the Plan through Federal Law.

Payment of premium on or after the effective date of the endorsement shall constitute acceptance by the Policyholder of the modifications contained herein.

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE.**




**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### SECTION X - CLAIM PROVISIONS

This endorsement changes the Policy, effective on the Policy Effective Date unless another date is indicated below.

Policy Number: <b>LGS02268-21</b>	Endorsement Effective: <b>January 01, 2021</b>
Named Insured: <b>Town of Prosper</b>	Signed for the Company by:  Todd Jones, President

**SECTION X – CLAIM PROVISIONS** has been revised as follows:

The **Proof of Loss** provision has been deleted in its entirety and replaced with the following:

**Proof of Loss**

Written proof of loss must be submitted within 90 days after the date of loss. Late proof will be accepted only if it is shown to have been furnished as soon as reasonably possible and within one year of the date of loss.

Payment of premium on or after the effective date of the endorsement shall constitute acceptance by the Policyholder of the modifications contained herein.

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE**

**COMMUNITY  
SERVICES**

**To: Mayor and Town Council**

**From: Robyn Battle, Executive Director of Community Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – November 24, 2020**

---

**Agenda Item:**

Consider and act upon a resolution adopting the Town of Prosper 2021 Legislative Agenda.

**Description of Agenda Item:**

The Town Council established a Major Initiative to develop a Legislative Agenda during the 2020 Town Council Strategic Planning Work Session. With the 87<sup>th</sup> Texas legislative session approaching in the spring of 2021, the Town has an opportunity to define for our legislative delegation the topics and initiatives that are most important to the Town.

The proposed Legislative Agenda includes issues that have been previously identified by the Town Council as top priorities for the Town, as well as recommendations from Town staff. The Legislative Agenda is comprised of three sections. The Legislative Philosophy explains the overall purpose and guiding principles of the document. The Legislative Initiative section describes specific legislation the Town intends to pursue to remove the \$1.5 million cap on the use of competitive sealed proposals for horizontal projects. The Legislative Priorities section establishes the Town's position on key legislative issues. A draft Legislative Agenda was presented to the Town Council for discussion at the November 10, 2020, Town Council meeting.

The Legislative Agenda is to be used as a communication tool with the Town's legislative delegation and others to clearly explain the Town's position on critical issues. It is intended to provide guidance to the Town's legislators on how they can best represent Town of Prosper residents and stakeholders in the upcoming legislative session.

**Attached Documents:**

1. Resolution

**Town Staff Recommendation:**

Town staff recommends the Council approve a resolution adopting the Town of Prosper 2021 Legislative Agenda.

**Proposed Motion:**

I move to approve a resolution adopting the Town of Prosper 2021 Legislative Agenda.

## TOWN OF PROSPER, TEXAS

## RESOLUTION NO. 2020-\_\_

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, APPROVING THE TOWN'S LEGISLATIVE AGENDA FOR THE 87<sup>TH</sup> TEXAS LEGISLATIVE SESSION; AUTHORIZING CERTAIN PERSONS TO REPRESENT AND COMMUNICATE THE TOWN'S LEGISLATIVE INTERESTS; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN ALL LETTERS, PETITIONS, AND/OR OTHER DOCUMENTS ON BEHALF OF THE CITY TO PROMOTE THE CITY'S LEGISLATIVE AGENDA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 87<sup>th</sup> Texas Legislature convenes in January 2021; and

**WHEREAS**, the Texas Legislature and its administrative agencies will consider many measures and actions that may affect the Town of Prosper, Texas; and

**WHEREAS**, Town staff has prepared and recommends approval of the Town of Prosper's 2021 Legislative Agenda, attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council finds that the 2021 Legislative Agenda represents the issues and priorities that are in the best interest of the Town and its citizens, should be adopted, and should be forwarded to the Town's Legislative delegation for consideration; and

**WHEREAS**, the Town Council is of the further opinion that the Mayor, the Town Manager and/or the Town Manager's designee should be authorized and directed to take action with regard to the 2021 Legislative Agenda as outlined below.

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

**SECTION 1**

The Town of Prosper 2021 Legislative Agenda, attached hereto as Exhibit "A," is hereby adopted and approved.

**SECTION 2**

The Mayor, the Town Manager, and/or the Town Manager's designee are authorized to communicate the items included in the Town's Legislative Agenda to members of the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members, and other persons or groups that may influence the 87<sup>th</sup> Legislative Session.

**SECTION 3**

For those items designated as "support," the Mayor, the Town Manager and/or the Town Manager's designee are directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. Efforts to obtain passage of the legislation may include drafting

appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

**SECTION 4**

For those items designated as “oppose,” the Mayor, Town Manager, and/or the Town Manager’s designee are directed to oppose the passage of any such legislation.

**SECTION 5**

The Mayor and the Town Manager are specifically authorized to sign any and all letters, petitions, and/or other documents on behalf of the Town in order to promote the Town’s 2021 Legislative Agenda.

**SECTION 6**

When testimony before various committees is needed to support or oppose a bill, the Mayor, the Town Council Members, the Town Manager, or the Town Manager’s designee are authorized to testify so long as the testimony is consistent with the approved 2021 Legislative Agenda.

**SECTION 7**

This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 24<sup>TH</sup> DAY OF NOVEMBER, 2020.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Melissa Lee, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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



## TOWN OF PROSPER 2021 LEGISLATIVE AGENDA

### LEGISLATIVE PHILOSOPHY

The following Legislative Agenda represents the Town of Prosper's legislative initiatives and priorities for the 87<sup>th</sup> Legislative Session and establishes the Town's position on key legislative issues. The Town of Prosper is committed to providing efficient and effective municipal government services to its residents, businesses, visitors, and community stakeholders.

The Town will support legislation that protects home rule authority, advances the principles of local decision-making, protects or enhances municipal revenue sources, and enhances the health, safety and welfare of its residents in the spirit of self-governance. Conversely, the Town will oppose legislation that preempts or erodes municipal authority on local matters, impedes the Town's ability to allocate resources to locally determined projects and services, or is otherwise detrimental to the Town and its constituents.

Throughout this document, it is understood that a position statement supporting a legislative action also establishes opposition to legislative measures that would have the opposite effect, and vice versa.

### LEGISLATIVE INITIATIVES

- Support legislation that eliminates the \$1.5 million cap on certain municipal competitive sealed proposals, codified in Section 252.043(d-1) of the Texas Local Government Code, and expands the use of the competitive sealed proposal method of procurement for road and utility (horizontal) infrastructure projects.

### LEGISLATIVE PRIORITIES

#### TRANSPORTATION

- Support legislation that seeks to fund local transportation projects.
- Support legislation that provides funding to maintain and rehabilitate existing and aging infrastructure.
- Support legislation that promotes innovative financing tools for the construction, rehabilitation, and maintenance of local transportation and infrastructure projects.
- Support legislation that promotes pay-as-you-go financing for capital projects by authorizing a dedicated property tax rate that is classified similarly to the debt service tax rate in property tax rate calculations.

#### DEVELOPMENT

- Support legislation that seeks to repeal, or makes beneficial amendments to, H.B. 2439 from the 86<sup>th</sup> legislative session (the building materials bill), now codified in Chapter 3000 of the Texas Government Code.
- Support legislation that seeks to limit state intrusion in the land development process by making beneficial amendments to H.B. 3167 regarding platting procedures (the 30-day shot clock bill).

- Oppose legislation that preempts municipal authority related to land use and zoning, local amendments to building codes, local building permit fees, tree preservation, short-term rentals, and eminent domain.

**PUBLIC SAFETY**

- Support legislation and measures that strengthen the integrity, effectiveness, and transparency of local law enforcement, and oppose any measures that weaken the same.
- Support legislation that preserves qualified immunity for public safety personnel acting within the bounds of departmental policies and procedures in the performance of their official duties.
- Support legislation that clarifies the roles of state, county and municipal governments in emergency management, and their respective authority, powers, and duties during a local state of disaster.

**ECONOMIC DEVELOPMENT**

- Support legislation that preserves all economic development programs and tools currently available under state law.
- Support legislation and programs that retain and attract new and existing businesses.
- Support legislation that promotes new and innovative financing tools that would leverage state funds to create jobs.
- Support legislation that would maintain funding for grants and programs that improve workforce training.

**FINANCIAL STRENGTH**

- Support legislation that would preserve the Town’s use of certificates of obligation (COs) to fund necessary capital projects, and for the debt from COs to continue to be funded from the Town’s interest and sinking (I&S) tax rate.
- Support legislation that preserves the Town’s ability to control, manage, and collect reasonable compensation for the use of municipal rights-of-way.
- Oppose legislation that imposes further revenue caps or tax caps that restrict the Town’s capacity to generate the revenue needed to provide the high level of municipal services expected by Town of Prosper residents.

**SMART CITIES/BROADBAND ACCESS**

- Support legislation that removes barriers that restrict the provision of broadband service as a utility.
- Support legislation to incentivize and recognize the importance of smart cities and the application of technology solutions through grants, awards, and other means.
- Support legislation that develops plans and resources needed for greater broadband connectivity to enhance public access to education, healthcare, employment, information, and services.

**WATER RESOURCES**

- Support legislation that provides ample funding for developing affordable and reliable water resources across North Texas.
- Support legislation that provides funding for the construction, maintenance, and rehabilitation of new and aging water utility infrastructure.

**RECREATIONAL AND CULTURAL RESOURCES**

- Support amendments to the hotel occupancy tax statute that expand the use of hotel occupancy tax revenue for the construction or expansion of municipal parks, trails, and facilities to promote tourism within the Town.
- Support legislation that directly benefits public library services that support workforce, cultural, and educational programs.

**OPEN GOVERNMENT**

- Support legislation that simplifies the budget and tax rate notification and adoption process with the goal of improving transparency.
- Support legislation that would allow required legal notices to be published on the Town website rather than requiring publication in an official newspaper.
- Support legislation that enhances and makes permanent the beneficial amendments made to the Texas Open Meetings Act to allow for the expanded use of teleconference and videoconference technology in public meetings.

**ELECTIONS**

- Oppose legislation that eliminates the May or November uniform election dates.
- Oppose legislation that requires candidates for a Town office to declare party affiliation in order to run for office.

**LOCAL CONTROL**

- Support legislation that preserves local control and the right of Prosper residents to govern themselves, and to work with their municipal government to adopt and enforce ordinances that address the health, safety, and welfare of the community.
- Support legislation that preserves local authority for property taxation and appraisal decisions.
- Oppose legislation that limits or prohibits the Town's current ability to use municipal funds to communicate or advocate with legislators.
- Oppose legislation that creates unfunded mandates at the city and/or county level.



## FIRE DEPARTMENT

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – November 24, 2020**

---

**Agenda Item:**

Consider and act upon approving the purchase of one ambulance from Professional Ambulance Sales and Service, the Texas dealer for Horton Emergency Vehicles, through the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute related documents for the same.

**Description of Agenda Item:**

The purchase of one ambulance is an approved FY 20-21 VERF replacement unit for a current 2011 ambulance (Unit 3106). This unit will be purchased through the Texas Local Government Purchasing Cooperative (Buyboard). The cost for this unit is \$288,856.50, plus the Buyboard processing fee of \$800.00, for a total expenditure of \$289,656.50.

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

The Town of Prosper entered into an interlocal participation agreement in June 2005, providing the Town's participation in the Texas Local Government Purchasing Cooperative. Participation in the cooperative purchasing program allows our local government to purchase goods and services from the cooperative's online purchasing system, BuyBoard, while satisfying all competitive bidding requirements.

**Budget Impact:**

The total price for the purchase of this unit is \$289,656.50. The total budget for this unit is \$309,759.26. The remaining funds will be utilized to outfit the unit with additional after-market equipment, including the cot. This item will be funded from VERF Account 410-6160-30-01.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Professional Ambulance Sales Agreement
2. Ambulance Specifications

**Town Staff Recommendation:**

Town staff recommends approving the purchase of one ambulance from Professional Ambulance Sales and Service, the Texas dealer for Horton Emergency Vehicles, through the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute related documents for the same.

**Proposed Motion:**

I move to approve the purchase of one ambulance from Professional Ambulance Sales and Service, the Texas dealer for Horton Emergency Vehicles, through the Texas Local Government Purchasing Cooperative; and authorize the Town Manager to execute related documents for the same.





## PRELIMINARY BUILD SPECIFICATION

Quote # QUO0000005747

Document Rev. # 4

**Prepared For:**

William Bonny  
Town of Prosper  
PO Box 307  
Prosper,  
TX  
75078  
Phone: 972-347-2424

**Presented By:**

Bo Starnes  
SERVS  
309 FM 3381  
Comanche, TX  
76442  
Phone: 800-561-6070

Option	QTY	Description
<b>CHASSIS</b>		
1000-0002	1	<b>AMBULANCE SPECIFICATIONS</b>
SR00107489	1	<b>PREVIOUS UNIT: #18972</b>  <b>Note: Not an exact duplicate.</b>
SR00107475	1	<b>FIN CODE: QX684</b>
SR00107468	1	<b>BRIGADE REAR VIEW MONITOR - Install the Brigade 7" Monitor VBV-770-FM rear view monitor for the 360 camera system.</b>
SR00107450	1	<b>CHASSIS, 2021 FORD F-550 4X2, 193</b> The chassis required to complete the ambulance conversion shall be supplied by Horton.
1000-0071	1	<b>CHASSIS ORDERED WITH ALUMINUM WHEELS</b> The specified chassis is to be ordered to include OEM aluminum wheels.
1000-0451	1	<b>PASS THROUGH CAB/MODULE, F SERIES</b> Install a pass-through opening between the cab and module. Pass-through to include a bellows connection.
1000-0067	1	<b>DIESEL EXHAUST FLUID FILL, F SERIES</b> Install a label next to the DEF fill stating that the fill is to be used for DEF only.
1000-0474	1	<b>VALVE EXTENSIONS, ALUM WHEELS, F SERIES</b> Install stainless steel braided filler extensions on the rear tires. Fasten to the center wheel hub with stainless steel brackets.
1000-0083	1	<b>STANDARD CAB HEIGHT</b> The specified chassis will have the standard cab height.
1000-0346	1	<b>MUD FLAPS, REAR, LARGE W/LOGO</b>

Spec Writer: **John Cox**Spec Designer: **Chris Haggy**

Option	QTY	Description
		Install individual rear mud flaps behind each set of rear wheels. Mud flaps to include Horton logo.
<b>1000-0090</b>	<b>1</b>	<b>REINFORCE REAR BUMPER END CAPS</b> Reinforce end caps of rear bumper for greater impact resistance.
<b>1000-0217</b>	<b>1</b>	<b>RUNNING BOARDS: EMB.WIDE W/GRIP STRUT F SERIES</b> Install heavy duty aluminum embossed diamond plate running boards and splash shields. Flare to full width of body. (This option is not available with drop skirt bodies) Install grip strut inserts for enhanced drain and foot grip.
<b>1000-0227</b>	<b>1</b>	<b>REAR STEP/ BUMPER ASSEMBLY, F SERIES</b> Install a diamondplate rear step/bumper assembly with flip-up center section.
<b>1000-0149</b>	<b>1</b>	<b>LIQUID SPRING SUSPENSION, F 550</b> Install a Liquid Spring hydraulic rear suspension. Wire system to dump when the left rear entry door is opened. Install manual controls in the cab near the driver.
<b>3000-0407</b>	<b>1</b>	<b>RECEIVER/DRYER KIT, FORD F-SERIES CHASSIS</b> Install standard receiver/dryer kit w/pressure switch in the air conditioning system.
<b>BODY</b>		
<b>2000-0149</b>	<b>1</b>	<b>AMBULANCE BODY</b> Conversion model is to be a 603F-I using a Ford F Series chassis. Body length is 167".
<b>2000-0013</b>	<b>1</b>	<b>HEADROOM, 72"</b> The headroom is to be 72".
<b>2000-0625</b>	<b>1</b>	<b>ALUM. DIAMONDPLATE AT SIDE STEPWELL</b> Fabricate the stepping surface inside the side access door using polished aluminum diamond treadplate.
<b>2000-0244</b>	<b>1</b>	<b>STREETSIDE 3" DROP SKIRT</b> Fabricate streetside of body with 3" drop skirt.
<b>2000-0245</b>	<b>1</b>	<b>DOUBLE STEP CURBSIDE ENTRY, 6" DROP SKIRT</b> Fabricate curbside of body with 6" drop skirt. To include two step side entry.
<b>2000-0250</b>	<b>1</b>	<b>SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE</b> Install standard sound control package.
<b>2000-1051</b>	<b>1</b>	<b>ROOF POCKET, AUXILIARY CONDENSER</b> Install a roof pocket for a CoolTech II unit.
<b>2000-0506</b>	<b>1</b>	<b>ELECTRONIC PRIVACY WINDOW For Rear Entry Doors</b> Two (2) fixed electronic privacy windows shall be installed in the rear entry doors.
<b>2000-0500</b>	<b>1</b>	<b>ELECTRONIC PRIVACY For Side Entry Door</b> A fixed electronic privacy window shall be installed in the side entry door.
<b>2000-0265</b>	<b>2</b>	<b>EMERGENCY RELEASE, REAR DOORS</b> Install standard emergency release knobs on top and bottom of the rear module entrance doors.
<b>2000-0704</b>	<b>1</b>	<b>EMERGENCY RELEASE, SIDE ACCESS DOOR</b> Install emergency release knobs on top and bottom of the side module entrance door.
<b>2000-0010</b>	<b>1</b>	<b>DOOR HANDLES</b> Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three

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Option	QTY	Description
		piece interior door panels on all access doors.
<b>2000-0811</b>	<b>1</b>	<b>VI-TECH MOUNTING, F SERIES</b> Install standard Vi-Tech body mounts.
<b>2000-0270</b>	<b>1</b>	<b>MIRROR STAINLESS STEEL SPLASH SHIELDS</b> Install #8 mirror stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.
<b>2000-0689</b>	<b>1</b>	<b>FENDERS, STAINLESS, STD, SS 3" DROP SKIRT</b> Install a stainless steel fender, for use in conjunction with a 3" drop skirt, at the streetside rear wheelwell location.
<b>2000-0690</b>	<b>1</b>	<b>FENDERS, STAINLESS, STD, CS 6" DROP SKIRT</b> Install a stainless steel fender, for use in conjunction with a 6" drop skirt, at the curbside rear wheelwell location.
<b>2000-0220</b>	<b>1</b>	<b>POLISHED STAINLESS RUB RAILS, LIGHTED</b> Install polished stainless steel lower body rub rails. Rails are to include cutouts for strip lighting.
<b>2000-0652</b>	<b>1</b>	<b>STANDARD CORNER GUARDS</b> Install standard height polished diamondplate corner guards.
<b>2000-0281</b>	<b>1</b>	<b>REAR DOOR HOLD OPENS, GRABBER</b> Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLDOPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)
<b>2000-0584</b>	<b>1</b>	<b>REAR RISER ADP</b> The rear riser is to be fabricated out of polished aluminum diamondplate.
<b>2000-1103</b>	<b>1</b>	<b>LICENSE PLATE, STREETSIDE REAR RISER</b> Drill two mounting holes for the rear license plate on the streetside of the rear riser. Install an LED license plate light. include bolts with which the plate shall mount.
<b>2000-0598</b>	<b>20</b>	<b>DOOR REFLECTORS</b> All patient compartment entry doors to include standard red reflectors.
<b>COMPARTMENTATION</b>		
<b>2900-1515</b>	<b>1</b>	<b>STREETSIDE FORWARD COMPARTMENTS</b> The height of the streetside front compartment is to be the reduced. An electrical compartment is to be installed above the primary compartment. See drawings for compartment dimensions. Both compartments are to include standard LED strip lighting and single hinged doors. The upper compartment is to include a vent in the door. All electrical components usually installed in the intermediate compartment shall be relocated to this compartment.
<b>2000-0400</b>	<b>1</b>	<b>SS FORWARD COMPT. DIAMONDPLATE</b> The streetside forward compartment is to be fabricated from diamondplate.
<b>2900-0219</b>	<b>1</b>	<b>FIXED VERTICAL DIVIDER, STREETSIDE FRONT 12" off right wall</b> Install a 16" deep fixed vertical divider in the streetside forward compartment. Locate as noted above.
<b>2900-1517</b>	<b>1</b>	<b>STREETSIDE INTERMEDIATE COMPARTMENT</b> The height of the streetside intermediate compartment is to be the full available height to the bottom of the interior countertop. See drawings for compartment dimensions. Compartment

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Option	QTY	Description
		is to include standard LED strip lighting and double hinged doors.
SR00107444	1	<b>ADP-PT COMPONENT, SS INTERMEDIATE COMP</b> Install the AeroClave ADP-PT on the right wall in the streetside intermediate compartment. Component will include an 8' hose assembly, 15 ft 1/4" air tube and fluid tube, and a stainless steel nozzle assembly. Install the nozzle assembly in close out above the rear doors below the clock. Reference #18972
2000-0402	1	<b>SS INTRMDT COMPT. DIAMONDPLATE</b> The streetside intermediate compartment is to be fabricated from diamondplate.
2900-0144	1	<b>ADJUSTABLE SHELF STREETSIDE INTERMEDIATE CENTERED BETWEEN DIVIDER AND P/D BOX</b> Install diamond plate adjustable shelving in the streetside intermediate compartment. Locate as noted.
2900-0220	1	<b>FIXED VERTICAL DIVIDER, STREETSIDE INTERMEDIATE 27.5" from right hand wall refer to #18972</b> Install a 16" deep fixed vertical divider in the streetside intermediate compartment. Locate as noted above.
8000-0145	1	<b>SS WHEELWELL COMPARTMENT, DELETE</b> Vehicle is not equipped with a streetside wheelwell compartment.
SR00107481	1	<b>STREETSIDE REAR COMPARTMENT</b>  <b>The dimensions of the street side rear compartment is to be as shown in the drawings. Compartment is to include standard LED strip lighting and a single hinged door.</b>
2000-0404	1	<b>SS REAR COMPT. DIAMONDPLATE</b> The streetside rear compartment is to be fabricated from diamondplate.
SR00107487	1	<b>D BOTTLE O2 STORAGE BOTTLE MOUNT: Install (2) F.W. #521 oxygen brackets. Locate: SS rear compartment, side by side on the left wall.</b>
2900-0145	2	<b>ADJUSTABLE SHELF STREETSIDE REAR (1) CENTERED. (1) SPACED EVENLY ABOVE CENTER SHELF !!! BOTH LOCATED FOR I/O ACCESS</b> Install diamond plate adjustable shelving in the streetside rear compartment. Locate as noted.
2900-1526	1	<b>CURBSIDE REAR COMPARTMENT</b> The height of the curbside rear compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
2000-0409	1	<b>CS REAR COMPT. FLAT ALUMINUM</b> The curbside rear compartment is to be fabricated from flat aluminum.
2900-0148	2	<b>ADJUSTABLE SHELF CURBSIDE REAR LOWER SHELF TO BE 42" ABOVE THE FLOOR FOR STAIR CHAIR CLEARANCE, SPACE REMAINING SHELF EVENLY</b> Install diamond plate adjustable shelving in the curbside rear compartment. Locate as noted.
2900-4070	1	<b>FIXED VERTICAL DIVIDER, CURBSIDE REAR 10.25" FROM RIGHT COMPARTMENT WALL</b> Install a 16" deep fixed vertical divider in the curbside rear compartment. Locate as noted

Option	QTY	Description
		above.
2900-0266	1	<b>ROK BACKBOARD STRAP CURBSIDE REAR FROM DIVIDER TO LEFT WALL</b> Install a Rok buckle style backboard strap in the designated compartment.
2000-0611	1	<b>SWEEP OUT COMPARTMENT FLOOR CS REAR COMPT</b> Curbside rear compartment floor is to be sweep-out style.
8000-0090	1	<b>CS INTRMDT COMPT, DELETE</b> Vehicle is not equipped with a curbside intermediate compartment.
2900-1530	1	<b>CURBSIDE FORWARD COMPARTMENT</b> The height of the curbside front compartment door is to be the full available height of the body. See drawings for door dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
SR00107485	1	<b>CURBSIDE FORWARD: Install air horn compressor in the lower portion of the curbside forward compartment. Note: Lower portion is exterior access only.</b>
2900-1202	1	<b>DRI DECK, RED</b> Red Dri-Deck is to be installed on the floor and shelving of all exterior compartments. To include tapered edge trim pieces where applicable.
2900-0113	1	<b>RUBBER WALLS IN BB COMPT, GRAY</b> The interior of the backboard compartment is to be covered with gray rubber matting to protect equipment stored in this area.
<b>PAINT AND GRAPHICS</b>		
5000-0004	1	<b>CHASSIS PAINT PIERCE 3 CROSSED TO SIKKENS FLNA 3042</b> Paint chassis special color as noted above.
5000-0189	1	<b>MODULE PAINT PIERCE 3 CROSSED TO SIKKENS FLNA 3042</b> The module body is to be painted a special paint color and paint code as noted above.
5000-0014	1	<b>PAINT PANEL: SAMPLE PIERCE 3 CROSSED TO SIKKENS FLNA 3042</b> A painted test panel shall be prepared with the paint color and number noted above,
SR00107470	1	<b>MOD ROOF PAINT</b> Paint the module roof Horton standard white. Paint inside corner round so that no white is visible from the ground.
5000-0500	1	<b>PAINT 360 DEGREE CAMERA COVERS</b> The 360 Degree camera covers are to be painted to match the body color.
5000-0081	1	<b>DIAMONDGRADE CHEVRON, FULL REAR Red, Fluorescent Yellow Green</b> Install full rear body chevron pattern using Diamondgrade material. Install inboard or vertical corner posts and below upper drip rail.
5000-0190	3	<b>ACCESS DOORS RED SCOTCHLITE STRIP</b> Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.
<b>INTERIOR FEATURES</b>		
SR00107452	1	<b>REAR RADIO SPEAKERS: Install two rear speakers in patient compartment. Volume control to be integral to the rear switch panel and controlled by individual up/down momentary switches.</b> Locate: Rear closeout

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Option	QTY	Description
		<b>Wire to front comm radio, not the OEM radio.</b>
SR00107462	1	<b>PD7 ORGANIZERS: Ship loose (2) PD7 organizers that will be installed after delivery. Horton to Make accommodations in the following locations. (1) Curbside wall between seats (Use shorter version to leave bench room) (1) Forward facing wall at the rear of the bench.</b>
2000-0289	1	<b>ACRYLIC COLOR: CLEAR</b> All Plexiglas cabinet doors to be clear.
2000-0828	3	<b>COUNTERTOP, COVED, MERAPI (2) IN MAIN, (1) PASS THROUGH CABINET</b> Install solid surface countertop(s) in lieu of stainless steel. Material is to include radiused and tapered corners and is to have a polished finish. Fabricate with coved edges around the interior perimeter of the retention lips. Color is to be Merapi. Locate as noted above.
SR00107477	1	<b>REAR COUNTER NOTE: Do not install lips on the aisle facing and cpr facing sides of the tray.</b>
2000-0592	1	<b>PAINTED STANDARD INHALATION AREA WALLS</b> The main wall action area walls are to be painted to match the remainder of the interior cabinets.
2000-0307	1	<b>INHALATION PANEL, CG TECH COVERED</b> The inhalation panel is to be fabricated from composite material and covered with CG Tech to match to color selected.
2000-0661	1	<b>GUNMETAL CG TECH INTERIOR COLOR</b> The patient area walls, inner door panels and inhalation panel (EXCLUDING the main cabinet wall and associated areas such as the action area, CPR seat and telemetry area when equipped) are to be finished with Gunmetal CG Tech material. Requires stainless risers and lower door panels.
2000-0457	1	<b>LONCOIN FLECKSTONE BLACK ONYX #150TS</b> The patient area floor is to be covered in Loncoin Fleckstone Black Onyx #150TS.
2000-0324	1	<b>STAINLESS STEEL RISERS</b> Install stainless steel on the interior risers. If a cabinet riser accent stripe is ordered the stainless steel will stop at the bottom edge of the stripe.
2000-0325	1	<b>STAINLESS STEEL LOWER DOOR PANELS</b> Finish lower section of inside patient compartment doors with stainless steel.
2000-0678	1	<b>GUNMETAL CABINET COLOR</b> All interior cabinetry is to be painted Gunmetal.
2000-0709	1	<b>CABINET PAINT TO BE SMOOTH</b> The specified cabinet paint is to have a smooth finish.
2000-0948	1	<b>PRODIGY NU-RED VINYL COLOR</b> All seat cushions, backrests and vinyl closeouts are to be covered in Prodigy Nu-Red colored material.
SR00107494	1	<b>USSC CHILD, BLACK 4-POINT, NU RED</b>  <b>Install a Nu Red USSC high back bucket seat with integral child safety seat and black 4pt seatbelt with safety vest. The seat to be adjustable front to rear and is to be mounted at the head of the cot.</b>

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Option	QTY	Description
2000-0681	1	<b>4 POINT SEAT BELT FOOT OF BENCH, BLACK</b> Install black 4-pt seatbelt with safety vest at the foot position of the squad bench.
2000-0682	1	<b>4 POINT SEAT BELT HEAD OF BENCH, BLACK</b> Install black 4-pt seatbelt with safety vest at the head position of the squad bench.
2000-0683	1	<b>4 POINT SEAT BELT, CPR SEAT, BLACK</b> Install black 4-pt seatbelt with safety vest at CPR seat location.
2000-1024	1	<b>INFANT SEAT ANCHORAGE</b> Install infant seat mount at the foot of the bench.
2000-0612	1	<b>COMPOSITE INTERIOR CABINETS, GUNMETAL</b> All applicable cabinetry to be fabricated from aluminum composite material. Color is Gunmetal Gray.
3000-1119	1	<b>TUBULAR AIRBAG, ATTENDANT'S SEAT</b> Install a tubular airbag at the attendant's seat. Unit uses an angled upper inhalation cabinet and includes a cabinet beneath the main countertop.
3000-1125	1	<b>HEAD CURTAIN AIRBAG, ATTENDANT'S SEAT</b> Install a head curtain air bag for the attendant's seat for use with a standard linen cabinet.
3000-1123	1	<b>ROLL SENSOR</b> Install the roll sensor in the standard location. Unit includes streetside airbags only.
3000-1127	1	<b>TUBULAR AIRBAG, CPR SEAT LOCATION.</b> Install a tubular airbag forward of the CPR seat.
2000-0575	1	<b>CABINET TRIM RADIUS</b> Install smooth radiused trim molding on all applicable interior cabinets.
2900-0079	1	<b>IV HANGER, CP WITH RUBBER ARM COT HEAD PER DRAWING</b> Install a Cast Products recessed IV hanger with rubber arm over the cot head area.
2900-0207	1	<b>IV HANGER, CP WITH RUBBER ARM BENCH CHEST Per Drawing</b> Install a Cast Products recessed IV hanger with rubber arm over the bench chest area.
2000-1338	1	<b>GRAB RAIL: 6FT RED ANTI-MIC, OVER BENCH PER DRAWING</b> Install a standard style 6' main grab rail with red anti-microbial coating. Locate offset toward the bench wall in the patient area ceiling.
2000-1333	1	<b>GRAB RAIL: 8FT RED, OVER COT Per Drawing</b> Install a standard style 8' main grab rail with red anti-microbial coating. Locate offset toward the main wall over the cot position in the patient area ceiling.
2000-1334	1	<b>VERTICAL GRAB RAIL, 2' RED, BOLSTER</b> Install a standard style 2' grab rail with red anti-microbial coating. Locate on the bench bolster at the side access door angled upward toward the forward end.
SR00107448	1	<b>VERTICAL GRAB RAIL, 2' RED, RIGHT FRONT</b> Install a standard style 2' grab rail with red anti-microbial coating. Locate to the right side just inside the side entry door mounted at an angle with steps.
2000-1342	1	<b>VERT GRAB RAIL, 2 FT. RED ANTI-MIC MAIN WALL</b>

Option	QTY	Description
		Install a standard style 2' grab rail with red anti-microbial coating. Locate to the street side just inside the rear entry doors mounted vertically.
<b>2000-1343</b>	<b>1</b>	<b>VERT GRAB RAIL, 2 FT. RED ANTI-MIC REAR DOORS</b> Install a standard style 2' grab rail with red anti-microbial coating. Locate to the curb side just inside the rear entry doors mounted vertically.
<b>2000-1335</b>	<b>1</b>	<b>PATIENT DOOR GRAB RAILS: RED ANTI-MICROBIAL</b> Install standard 'V' shaped grab rails with red anti-microbial coating. Locate on the interior door panels of all three patient entry doors.
<b>2000-0423</b>	<b>1</b>	<b>CEILING MATERIAL, PLATINUM WHITE COMPOSITE</b> The standard module ceiling material shall be platinum white aluminum composite.
<b>2000-0578</b>	<b>1</b>	<b>FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE</b> Supply and ship loose a five lb ABC fire extinguisher.
<b>2000-0579</b>	<b>1</b>	<b>FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE</b> Supply and ship loose a second five lb ABC fire extinguisher.
<b>STREETSIDE CABINETRY</b>		
<b>2000-0337</b>	<b>1</b>	<b>LINEN CABINET</b> Install a standard storage cabinet behind the attendant seat.
<b>2900-1076</b>	<b>1</b>	<b>FIXED SHELF, UPPER LINEN CLOSET</b> Fab and install a fixed aluminum shelf in the upper section of the linen cabinet. Shelf is to be painted to match the cabinet color.
<b>2900-1078</b>	<b>1</b>	<b>FIXED SHELF, LINEN CLOSET, CENTER SECTION</b> Fab and install a fixed aluminum shelf in the middle section of the linen cabinet. Shelf is to be painted to match the cabinet color.
<b>2900-2029</b>	<b>1</b>	<b>SOLID LAMINATE-COVERED LINEN CLOSET DOOR</b> Install hinged solid doors on the linen cabinet. Cover in laminate to match the interior.
<b>2900-1070</b>	<b>1</b>	<b>PIANO HINGE FOR LINEN CLOSET TOP DOOR</b> The upper linen cabinet door(s) is/are to use piano style hinge.
<b>2900-1056</b>	<b>1</b>	<b>SOUTHCO LOCKING LATCH, LINEN CABINET DOOR TOP,</b> Install a stainless flush mount Southco locking pull latch on the upper linen cabinet door.
<b>2000-0343</b>	<b>1</b>	<b>STREETSIDE WALL WITH CPR SEAT</b> Street side cabinet wall to include a CPR seat.
<b>2000-0310</b>	<b>1</b>	<b>CPR SEAT, 28" WIDTH</b> Streetside CPR seat width to be 28".
<b>2900-4087</b>	<b>1</b>	<b>ANGLED UPPER CABINET, FORWARD OF CPR SEAT</b> The upper cabinet forward of the CPR seat is to be angled.
<b>2900-4086</b>	<b>1</b>	<b>ANGLED UPPER CABINET, AFT OF CPR SEAT</b> The upper cabinet to the rear of the CPR seat is to be angled.
<b>2000-2050</b>	<b>1</b>	<b>CUSTOM CABINET, Cabinet 1 Dimensions: 18.75"H x 30.5"W x 16"D - Location: Upper rear main wall</b> Main wall cabinet #1 dimensions are to be as noted above. Note that dimensions are I.D.
<b>2000-0396</b>	<b>1</b>	<b>ACRYLIC SLIDING, Cabinet 1</b> Cabinet specified above is to have sliding acrylic doors.

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Option	QTY	Description
2900-0061	1	<b>INTERIOR ADJUSTABLE SHELVING Cabinet 1</b> Install painted adjustable shelving in cabinet #1.
2000-2051	1	<b>CUSTOM CABINET, Cabinet 2 Dimensions: 10.875"H x 16.75"W x 16"D DRAWER - Location: Below rear counter</b> Main wall cabinet #2 dimensions are to be as noted above. Note that dimensions are I.D.
2000-0467	1	<b>DRAWER, PAINTED, Cabinet 2</b> Install a painted drawer in main wall located per drawing.
2900-0281	1	<b>LATCH, HINGED DOOR: SOUTHCO SS Cabinet 2</b> Install stainless flush mount Southco pull latches on the selected hinged doors on the cabinet designated above.
2000-2052	1	<b>CUSTOM CABINET, Cabinet 3 Dimensions: I/O ACCESS - Location: Below upper rear main wall cabinet</b> Main wall cabinet #3 dimensions are to be as noted above. Note that dimensions are I.D.
2900-1618	1	<b>ACRYLIC HINGED DOORS, Cabinet 3</b> Cabinet specified above is to have two 3/8" acrylic vertically hinged doors.
2900-0282	2	<b>LATCH, HINGED DOOR: SOUTHCO SS Cabinet 3</b> Install stainless flush mount Southco pull latches on the selected hinged doors on the cabinet designated above.
2900-0338	6	<b>SELF CLOSING STYLE HINGE Cabinet 3</b> Cabinet #3 door(s) is/are to use self-closing style hinges.
2900-0187	1	<b>PASS-THROUGH ACCESS, CABINET 3</b> Provide I/O access at cabinet #3 location into exterior compartment per drawings.
2000-2053	1	<b>CUSTOM CABINET, Cabinet 4 Dimensions: 15"W x 6"H x 16"D DRAWER - Location: Below rear of inhalation counter top</b> Main wall cabinet #4 dimensions are to be as noted above. Note that dimensions are I.D.
2000-0471	1	<b>DRAWER, PAINTED, Cabinet 4</b> Install a painted drawer in main wall located per drawing.
2900-0283	1	<b>LATCH, HINGED DOOR: SOUTHCO SS Cabinet 4</b> Install stainless flush mount Southco pull latches on the selected hinged doors on the cabinet designated above.
2000-2058	1	<b>UPPER INHALATION CABINET 12.75"H x 40.75"W x 16"D</b> Upper inhalation cabinet dimensions are to be as noted above. Note that dimensions are I.D.
2900-1102	1	<b>ACRYLIC SLIDING DOORS, UPPER INHALATION CAB.</b> Cabinet specified above is to have sliding 3/8" acrylic doors.
2000-0347	1	<b>STORAGE BENEATH THE CPR SEAT</b> Provide a hinged CPR seat cushion with storage located underneath.
2000-0349	1	<b>GAS HOLD OPEN FOR LIFT UP CPR SEAT CUSHION</b> Provide a gas holdopen on the flip-up CPR seat cushion to keep the cushion in the upright position when opened.
SR00107490	1	<b>LIFEPAK BRACKET: Install a Technimount pro series 35 Lifepak 15 mount #210-00-PC15. Locate: On rear counter</b>

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Option	QTY	Description
SR00107480	1	<b>SHARPS CONTAINER:</b> Install a Boundtree #294841HK bracket with sharps container on the inhalation wall forward of the CPR seat.
<b>CURBSIDE CABINERY</b>		
2000-0359	1	<b>SQUAD BENCH WITH NO CUPS OR WELLS</b> Provide storage under the squad bench lid/cushion(s). The area shall run where possible under the bench. The storage pan is to be fabricated from aluminum and painted to match the interior.
2000-0367	1	<b>SQUAD BENCH END RESTRAINT, BOLSTER</b> Install a standard HOPS bolster at the head end of the bench.
2000-0744	1	<b>DOUBLE CUSHION SQUAD BENCH</b> The squad bench cushion is to be two piece.
SR00107458	1	<b>REAR BENCH CUSHION:</b> Rear bench cushion is to be fixed over the Danhard.
2000-0380	1	<b>BENCH HOLD OPENS: GAS</b> Install gas spring hold opens on squad bench lid.
2000-0585	1	<b>BENCH HOLD-DOWN: PADDLE LATCHES (SINGLE)</b> Install a recessed paddle latch into the squad bench riser to retain the squad bench lid in the closed position.
2000-0382	1	<b>BENCH CUSHION EDGE TRIM:</b> Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.
SR00107483	1	<b>BACKREST CUSHIONS:</b> Install individual back cushions ilos a full cushion to accommodate the organizer on the bench wall. See drawings
SR00107456	1	<b>DROP IN WASTE, HEAD OF BENCH :</b> Install a waist only drop in at the head of the bench as large as possible. Install an opening with a hinged acrylic door at the top of the bench, Southco latch and continuous hinge. Make opening as large as possible for a large waste container. The waste door opening will allow to store extra red bags below and to access for cleaning debris.
SR00107488	1	<b>BOUNDTREE SHARPS:</b> Install a Boundtree #294841HK bracket with sharps container on the bench wall above the 12v outlet. (By forward lumbar cushion)
2900-0052	1	<b>BENCH CABINET, HINGED DOORS &amp; O2 OUTLET</b> Fabricate and install a bench ceiling cabinet above the squad bench with lift up Plexiglas doors. The forward portion is to include space for one O2 outlet.
2900-1130	2	<b>SOUTHCO LATCH OVERHEAD BENCH CABINET</b> Install stainless flush mount Southco pull latches on the bench ceiling cabinet.
2900-1135	6	<b>SELF CLOSING HINGE FOR OVERHEAD BENCH CABINET</b> The bench ceiling cabinet door(s) is/are to use self-closing style hinges.
2900-0136	1	<b>PASS-THROUGH ACCESS, CURBSIDE REAR</b>

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Option	QTY	Description
		Provide I/O access into the curbside rear compartment per drawings.
<b>2900-0400</b>	<b>1</b>	<b>CS REAR I/O ACCESS DOOR, HINGED ACRYLIC</b> The compartment pass-through specified above is to have a 3/8" acrylic vertically hinged door.
<b>2900-0404</b>	<b>3</b>	<b>CS REAR I/O DOOR HINGE, SELF CLOSING STYLE</b> The curbside rear I/O door is to use self-closing style hinges.
<b>2900-0405</b>	<b>1</b>	<b>CS REAR I/O DOOR LATCH, SOUTHCO SS</b>
<b>FRONT WALL CABINERY</b>		
<b>2900-0073</b>	<b>1</b>	<b>FRONT WALL CABINET: FLAT ALUM PAINTED</b> The front wall cabinet shall be arranged per drawing. Additional configuration information may follow. Cabinet interior is to be painted to match the interior cabinet color.
<b>SR00107464</b>	<b>1</b>	<b>FRONT WALL CABINET CLOSEOUT: Install a closeout at the bottom interior portion of the front wall cabinet.</b>
<b>2900-1005</b>	<b>2</b>	<b>ACRYLIC HINGED DOORS, Upper front wall</b> Cabinet specified above is to have two 3/8" acrylic vertically hinged doors.
<b>2900-1022</b>	<b>1</b>	<b>SOUTHCO FLUSH SS PULL LATCH TOP FRONT WALL DOOR</b> Install stainless flush mount Southco pull latches on the selected hinged doors on the upper front wall cabinet.
<b>2900-1017</b>	<b>6</b>	<b>SELF CLOSING HINGES TOP FRONT WALL CABINET</b> The upper front wall cabinet door(s) is/are to use self-closing style hinges.
<b>2900-1038</b>	<b>1</b>	<b>ADJUSTABLE SHELF, UPPER FRONT WALL TOP CABINET</b> Fab and install an adjustable aluminum shelf in the upper section of the front wall cabinet as noted. Shelf is to be painted to match the cabinet color.
<b>2900-1039</b>	<b>1</b>	<b>FIXED SHELF FRONT WALL MIDDLE CABINET</b> Fab and install a fixed aluminum shelf in the center section of the front wall cabinet as noted. Shelf is to be painted to match the cabinet color.
<b>SR00107486</b>	<b>1</b>	<b>GLOVE BOX STORAGE, FRONT WALL CABINET</b> Install a 2 glove box storage with oval openings, padded door, ball catch and continuous hinge above the front wall cabinet in header. <b>NOTE: REDUCE THE STANDARD CABINET HEIGHT FOR THIS OPTION. GLOVE BOX SIZE: 10.5"W x 5.5"H x 4.5"D.</b>
<b>SR00107492</b>	<b>1</b>	<b>INVERTED SHELF, FRONT WALL CABINET -</b> Install an inverted shelf on top of the selected middle fixed to make a flat surface with no lip.
<b>SR00107453</b>	<b>1</b>	<b>PASS THROUGH CABINET: Install a pass-through cabinet to house a customer supplied Knox Med Vault 2. Locate: Upper portion of pass through cabinet. Below customer supplied medvault, install a laminate covered bottom hinged door with (2) vents. This will be a radio cabinet. Reference #18972</b>
<b>2000-1404</b>	<b>1</b>	<b>CAB TO MODULE PASSTHROUGH WINDOW</b> Provide a sliding pass-through window between the patient area and the chassis cab on the

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Option	QTY	Description
		cab side.
<b>COT MOUNT</b>		
2000-0599	1	<b>STRYKER POWER LOAD, CENTERED Cot Type: Stryker Power Pro XT</b> Supply and install a Stryker Power load system. Locate in the center position. This option does not include a cot. Note: this option complies with GSA change notice 8.
<b>VISUAL WARNING</b>		
3000-0708	1	<b>TRAFFIC EMITTER 794H, BEZEL</b> Supply and install a GTT 794H traffic emitter. Install on the front face of the body without obstruction recessed into a 798 housing. Provide an activation switch in the front control panel and wire so that the unit will not operate unless the emergency lighting circuit is activated and the vehicle is in gear.
SR00107461	1	<b>OPTICOM NOTE/PROGRAMMING: Opticom is to be located on the driver's side of the Pioneer light.</b>  <b>Program to turn on with warning lights, turn off when transmission is placed in park and turn back on if transmission is placed back in drive. (This is with warning lights on the whole time)</b>
3000-1805	1	<b>WIG WAG HEADLIGHTS, F SERIES</b> Install wig wag headlight flasher. Provide a dedicated switch in the front control panel. Deactivate in secondary mode.
3500-5010	6	<b>M7 AMBER/CLEAR LENS CENTERED ABOVE REAR DOORS TO WORK AS DIRECTIONAL LIGHTS. !!! PROGRAM DIRECTIONAL LIGHTS FOR RIGHT, CENTER, AND CENTER OUT TO INCLUDE KKK IN SEQUENCE !!! INCLUDE FRONT CONTROL PANEL SWITCHES</b> Install Whelen M7 series LED lights as noted. Lights to be amber with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3600-5014	2	<b>M7 R/B SPLIT/CLEAR LENS VE MODULE WHEEL WELLS RED FORWARD</b> Install Whelen M7 series LED lights as noted. Lights to be red/blue split with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3400-5017	2	<b>M9 BLUE/CLEAR LENS FRONT UPPER CENTER PROGRAM TO ALTRNATE FLASH WITH RED</b> Install Whelen M9 series LED lights as noted. Lights to be blue with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3000-5085	1	<b>M9 White Clear Lens Front Center KKK</b> Install a Whelen M9 series LED light centered on the front face of the body. Light is to be white with a clear lens. Light is to include a chrome flange and flash pattern programmability from the front control panel.
3000-5104	1	<b>M7 Amber/Clear Lens Rear Center KKK</b> Install a Whelen M7 series LED light centered on the rear face of the body above the rear doors. Light is to be amber with a clear lens. Light is to include a chrome flange and flash pattern programmability from the front control panel.
3000-5018	4	<b>M9 RED/CLEAR LENS Front body face, upper corners, upper inner most</b> Install Whelen M9 series LED lights as noted. Lights to be red with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.

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Option	QTY	Description
3200-5018	6	<b>M9 RED/CLEAR LENS Streetside upper corners, Curbside upper corners, Rear upper corners</b> Install Whelen M9 series LED lights as noted. Lights to be red with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3000-0137	1	<b>FLASH PATTERN, TRIPLE A, B, C, D</b> Program the emergency lighting flash pattern to triple A/B/C/D.
3000-5109	1	<b>Chevron Style Lighting Red/Amber</b> Install 12" LED light strips with bezels on the rear of the body five (5) per side. Lights are to be installed at an angle to mimic a chevron pattern. To include (3) red and (2) amber on either side of the rear doors in an alternating pattern.
3000-1017	1	<b>RED/CLEAR LENS, WHELEN ION GRILLE, TOP</b> Install (2) Whelen ION Series red LEDs with clear lenses in the upper chassis grille. To include bezels where applicable and flash pattern programmability from the front control panel.
3000-1019	1	<b>RED/CLEAR LENS, WHELEN ION GRILLE, BOTTOM</b> Install (2) Whelen ION Series red LEDs with clear lenses in the lower chassis grille. To include bezels where applicable and flash pattern programmability from the front control panel.
3000-1284	1	<b>RED/CLEAR LENS M7 LED INT. LIGHTS</b> Install (2) Whelen M7 Series red LED lights with clear lenses on the chassis fenders. To include housings and weather proof plugs.
<b>AUDIBLE WARNING</b>		
2000-0433	1	<b>AIR HORNS: UNDER BUMPER FORD F-SERIES</b> Install (2) Buell #1061 trumpets under the front bumper recessed into the air dam valance. System to include a #16122 compressor and remote air tank. The air horns can only be activated when the vehicle is in gear. Activate through a chrome push button on the console or through a foot switch if selected.
3000-0169	1	<b>FOOT SWITCH, AIR HORN, DRIVER'S SIDE</b> Install a driver's side foot switch for air horn activation.
3000-0174	1	<b>SIREN: WHELEN HFS295C9 Speaker 1- Wail, Yelp, Pierce. Speaker 2- Wail, Yelp, Pierce</b> Install a Whelen HFS295C9 siren in the front console.
3000-1880	1	<b>SIREN, WHELEN HOWLER, F SERIES W/AIR HORNS</b> Install a Whelen Howler low frequency siren.
SR00107493	1	<b>HOWLER SWITCHES: Install (2) howler switches on the console per drawing.</b>
3000-1543	1	<b>SPEAKERS, CAST PRODUCTS, F SERIES</b> Install Cast Products siren speakers, applicable to Ford F-Series chassis, in the front bumper.
<b>NON-EMERGENCY LIGHTING</b>		
3000-0208	1	<b>KKK SIDE BODY MARKER LIGHTS, M6 SERIES LED (PAIR)</b> Install red Whelen M6 series LED turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication. Lights do not flash with warning lights unless otherwise specified. Includes chrome flanges.
3000-0217	1	<b>LED EXTERIOR COMPARTMENT LIGHTING</b> Install full height LED strip lighting in all exterior compartments with the exception of any wheelwell compartments. Install vertical strips inside both sides of each compartment. The lights are to be directed toward the back of each compartment.

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Option	QTY	Description
3000-0222	1	<b>360 DEGREE MARKER LIGHTS</b> Install rolled marker lights on the upper corners of the body front and rear to provide 360 degree lighting coverage.
3000-0687	1	<b>L.E.D. WARNING RUB RAILS RED/WHITE</b> Install 12" Tecniq L.E.D. light strips in the lower rub rails. The light colors are to be red/white/red forward of the rear wheel and white/red aft of the rear wheel for a total of (5) lights (3 red and 2 white) per side. Steady burn the red lights with headlight switch and alternate flash all with warning lights activated.
3000-1625	1	<b>WHELEN PFP2 DUAL PANEL STREETSIDE CENTER</b> Install a Whelen PFP2 dual panel super LED floodlight on the streetside of the body in the center position. Install using a PBA203 semi-recess housing.
3000-1624	1	<b>WHELEN PFP2 DUAL PANEL CURBSIDE CENTER</b> Install a Whelen PFP2 dual panel super LED floodlight on the curbside of the body in the center position. Install using a PBA203 semi-recess housing.
SR00107467	1	<b>PFP1 LIGHT: Install a Whelen PFP1 super LED floodlight as noted below. Install using a PBA103 semi-recess housing. LOCATE: (1) FRONT FACE CENTER</b>
3000-0246	1	<b>LOAD LIGHTS, M7 SERIES LED</b> Install two Whelen M7 LED load lights with chrome flanges above the rear body entry doors.
3000-1756	1	<b>AMBER WARNING, TOP, SIDE ACCESS DOOR</b> Install a Tecniq amber L.E.D. light strip on the upper curbside access door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the access door is open, and the emergency lighting is activated.
3000-1761	1	<b>AMBER WARNING, TOP, REAR ACCESS DOORS.</b> Install Tecniq amber L.E.D. light strips on the upper rear module access door inner panels, one (1) per door. Installation will be near flush with the inner door panels. The light strips are to flash when the access doors are open, and the emergency lighting is activated.
3000-0257	1	<b>TECNIQ E10 LED GROUND LIGHTING</b> (4) Tecniq E10 lights will be installed in OEM stainless mounting brackets at the designated locations. The lighting is to function as follows: A. Includes a front console panel switch. B. Compartment doors activate the lights in the respective quadrant of the body. Rear entry doors activate the rear corner lights. C. Rear lights are wired reverse activated. All Lights to activate for 15 seconds when the vehicle is placed in drive. D. Items b. thru d. are to only occur when the parking or headlights are activated.
3000-0648	1	<b>AMBER WARNING LIGHT, TOP, STREETSIDE FRONT</b> Install a Tecniq Amber L.E.D. light strip on the upper streetside forward compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
3000-0649	1	<b>AMBER WARNING LIGHT, TOP, STREETSIDE INTERMEDIATE</b> Install a Tecniq Amber L.E.D. light strip on the upper streetside intermediate compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to

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Option	QTY	Description
		flash when the compartment door is open, and the emergency lighting is activated.
<b>3000-0650</b>	<b>1</b>	<b>AMBER WARNING LIGHT, TOP, STREETSIDE REAR</b> Install a Tecniq Amber L.E.D. light strip on the upper streetside rear compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
<b>3000-0645</b>	<b>1</b>	<b>AMBER WARNING LIGHT, TOP, CURBSIDE FRONT</b> Install a Tecniq Amber L.E.D. light strip on the upper curbside forward compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
<b>3000-0647</b>	<b>1</b>	<b>AMBER WARNING LIGHT, TOP, CURBSIDE REAR</b> Install a Tecniq Amber L.E.D. light strip on the upper curbside rear compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
<b>3000-1438</b>	<b>1</b>	<b>TAIL LIGHTS, M6 SERIES, HORIZONTAL MOUNTED</b> Install Whelen M6 series LED stop/tail, turn, and reverse lights. Install the stop/tail and reverse lights in the rear riser/kick plate with brake/tail outboard. Install the turn signals above in the rear body panels. Lights to include chrome flanges.
<b>3000-0267</b>	<b>1</b>	<b>ARROW LIGHTS M6 SERIES LED, FRONT</b> Install (2) Whelen M6 series LED turn signals on the front face of the body below the outboard flashers and wire into the turn signal circuit. Lights to include chrome flanges.
<b>ELECTRICAL</b>		
<b>SR00107459</b>	<b>1</b>	<b>NFPA CAB WARNING LIGHT</b> Install a red LED warning light within sight of the driver. Wire to flash when the ignition is 'on' with the emergency brake disengaged and a door is open. This is in addition to the standard operation. LOCATE: CAB CONSOLE IN VIEW OF DRIVER TYPE: RED OS MARKER
<b>SR00107469</b>	<b>1</b>	<b>MEDIKOOL MK-MICRO, LINEN CABINET</b> Install a Medikool MK-Micro depth unit with a top mounted compressor in the linen cabinet. Include a right hinged door and install the controller above the unit. See drawings Reference #18972
<b>3000-0018</b>	<b>1</b>	<b>ELECTRIC DOOR LOCKS COMPARTMENT EXTERIOR</b> Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key.
<b>3000-0019</b>	<b>1</b>	<b>ELECTRIC DOOR LOCKS ACCESS DOORS INTERIOR</b> Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door. Locks may be overridden by a manual slide lever or by the door key.
<b>3000-0022</b>	<b>1</b>	<b>ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES</b> The specified power door locks are to be wired to the chassis OEM door lock switches.
<b>3000-0020</b>	<b>1</b>	<b>ELECTRIC DOOR LOCKS CONCEALED IN GRILLE</b> Install a concealed switch in the chassis grille to operate the power door lock circuit. Doors shall be wired to unlock only on this circuit.
<b>3000-0282</b>	<b>1</b>	<b>ELECTRICAL SYSTEM</b>

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		Install the Intelliplex i4G electrical system. System is to include a USB port installed under the dash for ease of programming.
<b>3000-3015</b>	<b>1</b>	<b>WIRING, RECESSED AUXILIARY CONDENSER</b> Install wiring and Eco Smart fan control module for use with CoolTech unit. Solar panel wiring is to be included on CoolTech II units.
<b>3000-0305</b>	<b>1</b>	<b>INPOWER BATTERY SWITCH, WITH WAKE BUTTON 5 min.</b> Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off. To include a wake button installed on the front console to activate the electrical system without using the key.
<b>3000-2151</b>	<b>1</b>	<b>VANNER CHARGER/STATUS PANEL</b> Install a Vanner charger/status panel in standard location.
<b>3000-2157</b>	<b>1</b>	<b>INVERTER 20-1050CUL, AUTO SWITCHED</b> Install a Vanner #20-1050CUL combination inverter/charger in the vehicle's designated electrical compartment. Inverter to engage when engine is running. Unit is to power all 110V outlets. Charger is to be wired off of the shoreline.
<b>3000-0310</b>	<b>6</b>	<b>110V INTERIOR OUTLET (1) FORWARD INHALATION AREA (1) TELEMETRY AREA (1) CURBSIDE WALL PER DRAWING (1) FRONT WALL UPPER LEFT (1) FRONT WALL MID LEVEL LEFT (1) DRIVER SIDE CONSOLE NEAR CENTER CONSOLE</b> Install a 110V outlet(s) as noted.
<b>3000-0549</b>	<b>6</b>	<b>INTERIOR 12VDC OUTLETS: CL TYPE/USB (2) FORWARD INHALATION AREA (1) CURBSIDE WALL PER DRAWING (1) FRONT WALL UPPER LEFT (1) FRONT WALL MID LEVEL LEFT (1) DRIVER SIDE CONSOLE NEAR CENTER CONSOLE</b> Install a 12VDC cigarette style/USB outlet(s) as noted. Wire battery hot.
<b>CO00107473</b>	<b>1</b>	<b>DUAL USB, CONSOLE</b> Install a dual Kussmaul USB 091-219-5 4.8 Amp in the passenger side side of the console, and supported by Kussmaul charging when in the station.
<b>3000-1462</b>	<b>1</b>	<b>SHORELINE 1, 20A SUPER AUTO EJECT, RED</b> Mount a Kussmaul Super Auto Eject 20 amp shoreline inlet in the standard location. Cover is to be red.
<b>3000-1492</b>	<b>1</b>	<b>SHORELINE 2, 30A SUPER AUTO EJECT, RED</b> Mount a secondary Kussmaul Super Auto Eject 30 amp shoreline inlet in the standard location. Cover is to be red.
<b>3000-1500</b>	<b>1</b>	<b>PD BOX LOCATION, LEFT HAND SIDE, SS INT. COMPARTMENT</b> Install the power distribution panel on the left hand side of the streetside intermediate compartment. Close off this area from the remainder of the compartment.
<b>3000-0328</b>	<b>1</b>	<b>KUSSMAUL EZ PLATE, 20A SUPER AUTO EJECT #1</b> Install a Kussmaul EZ Plate for the selected 15/20A Super Auto Eject shoreline #1.
<b>3000-2164</b>	<b>1</b>	<b>KUSSMAUL EZ PLATE, 30A SUPER AUTO EJECT #2</b> Install a Kussmaul EZ Plate for the selected 30A Super Auto Eject shoreline #2.
<b>3000-0326</b>	<b>1</b>	<b>WIRE ENGINE BLOCK HEATER:</b> Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.
<b>SR00107451</b>	<b>1</b>	<b>BLOCK HEATER NOTE: Wire block heater to the #2 shoreline.</b>

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Option	QTY	Description
3000-0327	1	<b>EXTRA 12VDC CIRCUIT BREAKER: INTERMEDIATE COMPT</b> An extra circuit breaker shall be installed in the streetside intermediate compartment.
3000-0332	1	<b>REPORT LIGHT, LED</b> Install a 12" LED report light on the action wall to light the counter area.
3000-0338	1	<b>CLOCK, INTELLITEC LED: OVER REAR DOORS</b> Install an Intellitec Time Manager clock over the rear doors.
3000-0344	1	<b>STEP WELL LIGHT VISTA LED</b> Install a 10.5" LED Vista light strip in the standard location on the bench side of the step well. Light to activate with door open.
3000-0346	1	<b>2.5" CAB CEILING LIGHTS, WHITE/RED LED</b> Install (2) combination white/red LED dome lights in the cab headliner. Locate one light over the driver and one light over the passenger. Wire to a switch in the front control panel and provide 'OFF', 'CLEAR' and 'RED' selections.
3000-0359	9	<b>PATIENT CEILING DOME LIGHTS WHELEN LED</b> Install Whelen 80COEHCR LED dome lights in the patient area ceiling. The lights will have a high/low feature with the switch in the rear control panel.
SR00107457	1	<b>ELECTRONIC PRIVACY WINDOW SWITCH</b> Electric privacy windows to be controlled at the I4G panel as well as the bolster switch and rear door switch panels.
3000-0522	1	<b>3 SWITCH PANEL BOLSTER FACE STEP WELL</b> Install an i4G 3-switch control panel on the bench bolster facing the stepwell.
3000-2100	1	<b>TIMER, DOME LIGHTS. STEPWELL</b> Install an electronic momentary touch timer switch in the specified I4g switch panel on the side of the bolster facing the side stepwell. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
3000-5049	1	<b>SCENE LIGHT SWITCH, BOLSTER AT STEPWELL</b> Install three (3) electronic momentary switches in the specified i4G style switch panel on the side of the bolster facing the side stepwell. The switches are to control the rear loading, street side scene and the curbside scene lights. These switches shall override the position of the front control panel switches. The system shall default to normal operation with the door open circuit or by cycling the battery switch.
3000-0525	1	<b>3 SWITCH PANEL REAR DOOR PANEL</b> Install an i4G 3-switch control panel on the right rear entry door panel.
3000-2103	1	<b>TIMER, DOME LIGHTS, REAR DOOR PANEL</b> Install an electronic momentary touch timer switch in the specified I4g switch panel on the right rear door panel. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
3000-5042	1	<b>DUMP OVERRIDE, i4G, REAR DOOR PANEL</b> Install the dump override switch in the panel selected for the right rear entry door inner panel.
3000-0364	1	<b>LED LIGHTING, INTERIOR MAIN WALL CABINETS</b> LED strip lighting is to be installed in all main wall cabinets. Lights to be mounted in a 45 degree clip. Switch to be provided in the rear control panel.

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3000-0365	1	<b>LED LIGHTING, INTERIOR BENCH WALL CABINETS</b> LED strip lighting is to be installed in the bench ceiling cabinet. Lights to be mounted in a 45 degree clip. Switch to be provided in the rear control panel.
3000-0601	1	<b>SPOT LIGHT: HAND HELD: ON REAR CAB WALL</b> Install a Star-Lite LED hand held spotlight with momentary switch on the bulkhead behind the driver's seat.
3000-0007	1	<b>BACKUP ALARM RESET, MOMENTARY</b> Install a back-up alarm and provide a momentary backup alarm reset button on the front console.
3000-1905	1	<b>360 CAMERA SYSTEM, WHITE</b> Install a Horton 360 Degree camera system with white covers and integral lighting. The lighting is to have the ability to function in emergency response mode. The display will function in conjunction with the turn signals and when the vehicle is in reverse gear. Install rear housing if space is available. If space is unavailable then install camera only.
<b>PROGRAMMING</b>		
SR00107455	1	<b>PROGRAM, PARKING BRAKE</b> A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear. <b>CONFIGURE: WIRE ALARM TO ACTIVATE WITH RED FLASHER CIRCUIT.</b>
SR00107463	1	<b>PROGRAM, HVAC PROGRAM HEAT/AC UNIT TO DEFAULT TO PREVIOUS SETTING</b>
SR00107471	1	<b>PROGRAM, HEADLIGHT ACTIVATION:</b> The automatic activation of compartment lighting, side door activated scene lights and rear loading lights shall only occur when the module doors are in the open position and the headlights are activated.
SR00107474	1	<b>AUDIBLE LOW VOLTAGE ALARM</b> Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.
SR00107478	1	<b>PROGRAM, LOAD LIGHT ACTIVATION</b> The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.
SR00107484	1	<b>WARNING LIGHT PROGRAMMING:</b> Install an I4G switch to dim to low power all applicable warning lights. Default to normal on power up.
6000-0002	1	<b>LIGHT PROGRAMMING: RIGHT SIDE SCENE</b> The right side scene lights shall come "on" when the side patient door is opened.
6000-0003	1	<b>LIGHT PROGRAMMING: LOAD LIGHT</b> Program the rear load lights to activate with transmission reverse plus the standard mode of operation.
6000-0006	1	<b>PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM</b> Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.

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Option	QTY	Description
6000-0007	1	<b>LIGHT PROGRAMMING: PARK BRAKE</b> Program a warning to display on the front console readout advising to set the Parking Brake when the module disconnect switch is "ON" and the transmission is placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.
3000-1269	1	<b>MODULE DISCONNECT, DEFAULT TO "ON"</b> Program the Module Disconnect to 'On' with battery activation.
<b>HVAC</b>		
3000-1617	1	<b>COOLTECH II, F SERIES</b> Install a Cool-Tech II 4-fan 100,000 BTU condenser with solar panel in the recessed pocket in the roof of the body.
SR00107460	1	<b>COOLTECH DRAIN LINES: Route Cooltech drain lines so that they exit near the center of the truck. (Customer has a floor drain in their station)</b>
3000-4027	1	<b>12V HVAC, ATTENDANT'S SEAT</b> Install a ProAir Pre-charged 12V heat/AC system with brushless motor below the attendant seat.
3000-0424	1	<b>3-PLY PANEL INTAKE FILTER</b> Install a 3-Ply Panel air intake filter ILOS.
3000-0429	1	<b>DANHARD 110V A/C SYSTEM, IN SQUAD BENCH</b> Install a Danhard 50-2000 110V heat/AC unit inside the squad bench under the rearward portion.
2000-0435	1	<b>VENT CAST PAINTED NFPA STYLE</b> Install an NFPA style venting system to include a 400cfm exhaust fan along with a static vent. Install 9.5" square cast covers on both vents per drawings. Covers to be painted body color.
<b>RADIO</b>		
SR00107441	1	<b>CUSTOMER SUPPLIED RADIO EQUIPMENT:</b> - (2) radio Heads - (2) radio cables - (2) handsets - (2) mounting brackets - (2) wiring harnesses  Install customer supplied radio head in the front console and the rear inhalation panel.  !!! Note: All equipment is to arrive in a timely manner and labeled with locations and termination points.
SR00107445	1	<b>CUSTOMER SUPPLIED HAVIS MOUNT</b> Install customer supplied Havis pole mount on passenger side of console.
SR00107442	1	<b>ANTENNA COAX 1</b> An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled. <b>EXTERIOR TERMINATION: FORWARD MODULE ROOF INTERIOR TERMINATION: FRONT CONSOLE !!! FOR MDT TERMINAL</b>

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SR00107447	1	<b>ANTENNA COAX 2 - Start: Pass Through Cabinet, End: Center of Mod Roof</b>  An RG 58U coax shall be installed terminating as noted above.
3000-0434	1	<b>3/8" NMO MOUNT COAX 1</b> Supply and install a 3/8" NMO mount in conjunction with specified coax #1.
3000-0618	1	<b>3/8" NMO MOUNT COAX 2</b> Supply and install a 3/8" NMO mount in conjunction with specified coax #2.
3000-1174	1	<b>PULL WIRE 1 Start: Behind Driver Seat, End: Inhalation Wall</b> Install a radio cable pull wire terminating as noted above. Wire is not to be wire tied or otherwise prevented from moving freely.
3000-0438	1	<b>RADIO HEAD PRE-CUT: FRONT Motorola APX 6500</b> Provide a radio head pre-cut in the front console faceplate. Radio head model is noted.
3000-0627	1	<b>RADIO HEAD PRE-CUT: REAR Motorola APX 6500 - Surface mounted</b> Provide a radio head pre-cut in the rear inhalation panel. Radio head model is noted.
3000-0628	1	<b>RADIO HEAD PRE-CUT: REAR Model #TBD - Surface mounted</b> Provide a second radio head pre-cut in the rear inhalation panel. Radio head model is noted.
1000-0411	1	<b>CONSOLE, LINE-X, W/MAP STORAGE, F SERIES</b> Fabricate and install an aluminum cab console and spray with black Line-X material. Console is to include three (3) map/book slots at the rear of the console.
SR00107491	1	<b>DEALER SUPPLIED KNOX KEY SECURE: Install a customer supplied Knox key secure on the front console, forward of the cup holders. Run wiring for Knox. Reference #18972</b>
1000-0177	1	<b>CUP HOLDERS, JUMBO 4"</b> Install two (2) jumbo 4" cup holders recessed into the console.
3000-5026	1	<b>POWER TERMINAL, HOT, INSIDE CONSOLE</b> Install two (2) 10 gauge 30 amp cables to positive and ground studs for radio power. Wire one constant hot and the other as a ground.
SR00107443	1	<b>CAB SHELF: Install a (3) slot vertical shelf in the the cab on the chassis wall. Reference #18972</b>
SR00107465	1	<b>POWER TERMINAL, INSIDE CONSOLE</b>  Install (3) 10 gauge 30 amp cables to positive and ground studs for radio power. Wire one constant hot, one switched and the other as a ground. BATTERY SWITCHED, BATTERY HOT AND GROUND
<b>OXYGEN</b>		
SR00107482	1	<b>SHIP LOOSE (2) ZICO EZ-OUT SCBA BRACKET (ULLH-EZO-ES) FOR DEALER TO INSTALL.</b>
4000-0001	1	<b>O2 MOUNT, VERT TRACK FOR QRM-V</b>

Spec Writer: **John Cox**Spec Designer: **Chris Haggy**

Option	QTY	Description
		Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the streetside forward compartment in the right hand corner. Bracket will be set up for an 'M' sized bottle.
4000-0018	1	<b>O2 BOTTLE, BRACKET QRM-V</b> Install a Zico QRM-V oxygen bracket for 'M' bottle. Locate in the streetside forward compartment.
4000-0019	1	<b>OXYGEN ACCESS</b> Provide access to the oxygen cylinder valve through the wall as depicted on the drawings. The door shall be hinged so that it swings into the oxygen cylinder storage compartment. Door material is to match other selected cabinet doors. The opening shall be 7" wide x 11" high and trimmed with anodized aluminum.
4000-0022	4	<b>O2 OUTLET, OHIO MEDICAL (1) CEILING OVER HEAD OF COT, (1) FORWARD END OF THE CURBSIDE OVERHEAD CABINET, (2) INHALATION AREA</b> Install O2 outlets per instructions above. Outlets to be Ohio Medical style.
4000-0024	1	<b>FLOWMETER: DIAL TYPE</b> Supply dial type flowmeter.
4000-0025	1	<b>OXYGEN WRENCH</b> Install oxygen wrench in oxygen compartment. Mount securely to wall. Mount with length of chain or cable to allow for use without being removed from the compartment.
3000-0642	1	<b>VACUUM OUTLET, OHIO MEDICAL 1 In Inhalation Area</b> Install a single Ohio style vacuum outlet. Locate per drawings.
4000-0179	1	<b>ASPIRATOR, SSCOR, INHALATION AREA</b> Install an SSCOR aspirator. The system shall include a wall mounted regulator and a canister holder. Plumb to the selected pump.
4000-0089	1	<b>VACUUM PUMP CAPL #D34 SE (P282)</b> Install a CAPL #D34 SE (P282) 12vdc electric suction pump.
<b>CERTIFICATIONS</b>		
7000-0001	1	<b>KKK-A-1822F CERTIFICATION LABEL</b> The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.
SR00111586	1	<b>Sales Discount</b>



## FIRE DEPARTMENT

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – November 24, 2020**

---

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for the use of the Frisco radio communications system.

**Description of Agenda Item:**

Prosper Police and Fire Departments utilize the City of Frisco radio system. Since we partnered with the City of Frisco, it was mutually agreed we would participate in the cost of a future tower site that would benefit both departments to increase radio service coverage to the west side of Prosper and the southwest side of Frisco. This tower site would be located on the Prosper elevated storage tank property in west Prosper on Fishtrap Rd. This will replace the existing ILA with the City of Frisco that is due to expire in 2024. The term of the new ILA will be for 10 years expiring on September 30, 2030, with three optional five-year renewal terms.

The City of Frisco approved this ILA at their regular city council meeting on November 3, 2020.

**Budget Impact:**

Approval of this agreement obligates the Town to pay Frisco \$500,000 for the construction of the radio tower site at the Fishtrap elevated storage tank property in Prosper.

This amount was approved by Council with the adoption of the FY2020-2021 budget in account 750-6610-10-00-2102-FC. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

**Legal Obligations and Review:**

The ILA was prepared by the City of Frisco; Terrence Welch of Brown & Hofmeister, L.L.P., has approved the ILA to form and legality.

**Attached Documents:**

1. Interlocal Agreement

**Town Staff Recommendation:**

Town staff recommends authorizing the Town Manager to execute an Interlocal Agreement for the use of the Frisco radio communications system.

**Proposed Motion:**

I move to authorize the Town Manager to execute an Interlocal Agreement for the use of the Frisco Radio Communications System.

**AGREEMENT BETWEEN THE CITY OF FRISCO AND TOWN OF PROSPER FOR THE USE OF THE FRISCO RADIO COMMUNICATIONS SYSTEM**

This Radio Communications System Agreement (“Agreement”) is made by and between the **City of Frisco, Texas**, a home-rule municipality (“Frisco”), and the **Town of Prosper, Texas**, a home-rule municipality (“Prosper”), on the terms and conditions set forth herein. Frisco and Prosper are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, Frisco and Prosper are political subdivisions within the State of Texas, each of which is engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act, codified at Chapter 791 of the TEXAS GOVERNMENT CODE, as amended (“Act”), provides authority for the local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, Frisco owns, operates, and maintain the radio communications system (exclusive of the radios owned individually by each party) (hereinafter referred to as “System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Prosper wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, Frisco and Prosper have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, Frisco and Prosper, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I. TERM**

The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall continue in effect until the 30<sup>th</sup> day of September 2030, unless terminated earlier by Frisco or Prosper in accordance with the terms of this Agreement, except for the easement (hereinafter defined) and rights granted in Section V, which shall survive the termination or expiration of this Agreement. The parties shall have the option to renew and extend this Agreement for three (3) additional terms of five (5) years each on the same terms and conditions of this Agreement. Either party may exercise this option to renew and extend this Agreement by giving the other party written notice thirty (30) days prior to the expiration date of the then-current term.

**II. OBLIGATIONS OF PROSPER**

2.01 Prosper shall use the System in accordance with this Agreement to provide integration of communications for governmental operations.

2.02 When using the System, Prosper shall abide by all applicable federal, state and local laws and regulations, including any regulations of the Frisco System. When Prosper uses the

System for interoperability with Talkgroups (hereinafter defined) other than those provided by this Agreement, Prosper will also abide by the user rules of those Talkgroups.

2.03 Prosper must provide a written request to the Frisco Radio Operations Department Manager to activate radios (hereinafter referred to as “Subscriber Units”) on the System. Such requests must include the model and serial number of the Subscriber Units, the name of the user, and the identifying Talkgroups required in the Subscriber Unit.

2.04 Prosper is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Digital Phase II system, and for maintenance of the Subscriber Units and all dispatch equipment owned and/or operated by Prosper. Prosper is responsible for all software and hardware required for these Subscriber Units should it choose a different manufacturer than Frisco.

2.05 Prosper shall maintain equipment necessary to utilize the System in accordance with all applicable federal, state and local laws.

**III. OBLIGATIONS OF FRISCO**

3.01 From and after the date the System is operational within the Easement Property (hereinafter defined), Frisco will provide to Prosper no less than eight (8) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as “Talkgroup”) comparable to a channel on a conventional radio system, for the exclusive use of Prosper. Talkgroups will be established for Prosper by Frisco.

3.02 The Frisco Radio Operations Manager will not activate radios on Prosper Talkgroups nor make changes to Prosper radios without first receiving authorization from the designated representative of Prosper unless such action is necessary to eliminate harmful interference.

3.03 From and after the date the System is operational within the Easement Property (hereinafter defined), Frisco is also responsible for:

- (1) Coordinating Talkgroups among system users;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all;
- (3) The operation, maintenance, and control of the System infrastructure;
- (4) Over-the-air programming of subscribers;
- (5) Preventive maintenance of subscribers; and
- (6) Alarm Monitoring of console and profile programming.

**IV. FEES**

The fees assessed against Prosper for services and use of the System are as follows:

(1)	Subscriber Access fees (per radio, per month)	\$28.00
(2)	Wave User without radio subscription per user per month	\$25.00
(3)	Wave User with radio subscription per user per month	\$8.00
(4)	Encryption Access Fee (per radio, per month)	\$1.00

- (5) Administrative and Technical Fee (per month) \$96.00
- (6) In addition, Prosper agrees to pay to Frisco a one-time connection fee in an amount equal to \$500,000.00, which Frisco shall use to offset its total cost of placing new, additional radio communications facilities in, on or within the Prosper-owned Fishtrap elevated water tank on the Easement Property (hereinafter defined), to be constructed and completed by Prosper no later than February 25, 2021, as generally depicted in Exhibit B, attached hereto. The one-time connection fee shall not be subject to proration or refunding for any reason.

None of the above covers the cost of repair of mobiles, portables or control stations/points, for which Prosper shall be responsible.

### **Total Fees for Annual Service**

Based on the fees set out above, Frisco will calculate the annual fee due based on the total number of radios and wave users. Frisco will submit an invoice to Prosper on or before October 1<sup>st</sup> of each year, except for the first year of the initial term of this Agreement, when such fees, including the one-time connection fee, shall be due and payable within five (5) days of the Effective Date of this Agreement (hereinafter defined). Except for the one-time fee set forth in (6) above, fees due for the first year of the term of this Agreement will be prorated. The amounts invoiced are subject to change when Prosper adds or deletes radios or Talkgroups in service. Prosper must notify the Frisco System Manager in writing of any addition or deletion of radios or Talkgroups. The amount owed for additions of radios and/or Talkgroups will be prorated for the year added, invoiced immediately. The amount owed for annual fees will be adjusted for deletions the next year of the term. No refunds will be given for payment made for radios or Talkgroups deleted after annual payment until the next year of the term.

Frisco may increase the fees at the beginning of each fiscal year, starting with FY2021-2022, by an amount not to exceed five percent (5%) of the previous year's fees. Frisco will provide one hundred twenty (120) days' notice to Prosper before increasing the fees.

### **V. EASEMENT AND RIGHT OF ACCESS**

At no cost to Frisco, Prosper shall provide adequate space in, on and/or within the Fishtrap elevated water tank and the 2.095-acre tract of land on which it is located, more particularly described in Exhibit A, attached hereto (the "Easement Property"), and a non-exclusive easement and right of access to the same 24 hours per day, 7 days per week for construction, maintenance and operation of System equipment and performance of Frisco's rights and obligations under this Agreement. Such easement shall include the right to construct, reconstruct, operate, repair, enlarge, re-build, replace, relocate, alter, remove and perpetually maintain the System equipment, together with all incidental improvements, and all necessary laterals, over, across, in, on, under and through the Easement Property (collectively, the "easement").

Prosper does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Frisco, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Prosper, but not otherwise. If Frisco is unable to access the Easement Property due to physical barriers or conditions, then Frisco shall have, and is hereby granted, the



right of ingress and egress over that portion of Prosper's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property. Prosper represents and warrants to Frisco that Prosper is the sole owner of the fee simple title to the Easement Property. Prosper does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Prosper to convey this easement to the Frisco for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

The easement rights and privileges granted herein are non-exclusive, but Prosper covenants that Prosper will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Frisco's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, notwithstanding anything to the contrary herein, Prosper shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the System equipment or which will affect or interfere with, in any way, the rights granted herein. Frisco, may, due to the necessity of repair and maintenance of the System equipment, remove and keep removed any and all improvements to the extent necessary to make repairs. Frisco will not be responsible for loss of improvements due to failure or maintenance of the System equipment. Prosper agrees to provide and pay for all electrical and other utility services necessary for the operation of all equipment placed by or on behalf of Frisco in, on and/or within the Easement Property. Frisco shall have sole authority over the design and specifications of, and the means and methods of construction, placement and operation of, such equipment.

The rights granted in this Section V shall survive the termination or expiration of this Agreement.

## **VI. PAYMENT DUE**

Prosper agrees to pay Frisco the annual fees specified under Section IV within thirty (30) days of the receipt of the invoice. Should Prosper add radios or Talkgroups to the service within the term, Prosper agrees to pay the additional fee(s) due within (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

## **VII. TERMINATION**

Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time and for any reason by giving one hundred eighty (180) days advance written notice to the other party. Prosper shall pay all fees incurred through the effective date of termination.
- (2) If Frisco, in its sole discretion, permanently discontinues its operation of the System, this Agreement shall automatically terminate on the date of discontinuance without further notice.

Termination or expiration of this Agreement shall have no effect on the easement and rights granted in Section V, which shall survive the termination or expiration of this Agreement.

### **VIII. RELEASE AND HOLD HARMLESS**

**TO THE EXTENT ALLOWED BY LAW, EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGE, ATTORNEYS' FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSONS OR OF LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY IS RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY. THE PARTIES AGREE THAT EACH PARTY SHALL BE LIABLE ONLY FOR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, RELATED TO OR ARISING OUT OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT.**

### **IX. IMMUNITY**

The parties acknowledge and agree that, in executing and performing this Agreement, neither party has waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, 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.

### **X. ASSIGNMENT**

This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

### **XI. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

### **XII. NOTICES**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Prosper, addressed to it at:

Town of Prosper  
Attn: Stuart Blasingame, Fire Chief  
P.O. Box 307  
Prosper, Texas 75707  
Telephone: (972) 346-2640  
Facsimile: (972) 346-9335  
Email: [Stuart\\_Blasingame@prospertx.gov](mailto:Stuart_Blasingame@prospertx.gov)

If to Frisco, addressed to it at:

City of Frisco  
Attn: David Shilson, Police Chief  
7200 Stonebrook Parkway  
Frisco, Texas 75034  
Telephone: (972) 292-6000  
Facsimile: (972) 292-6071  
Email: [dshilson@friscotexas.gov](mailto:dshilson@friscotexas.gov)

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
Attention: Ryan Pittman  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Telephone: (214) 544-4000  
Facsimile: (214) 544-4054  
Email: [rpittman@abernathy-law.com](mailto:rpittman@abernathy-law.com)

**XIII. AUTHORITY TO SIGN**

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

**XIV. SEVERABILITY**

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

**XV. GOVERNING LAW; VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Denton County and Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

#### **XVI. INTERPRETATION OF THIS AGREEMENT**

This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

#### **XVII. REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

#### **XVIII. SUCCESSORS AND ASSIGNS**

When referring to "Frisco" herein, this Agreement shall refer to and be binding upon Frisco, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, Friscos, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Frisco is legally responsible. When referring to "Prosper" herein, this Agreement shall refer to and be binding upon Prosper, and its Town Council Members, officers, agents, representatives, employees and/or any other third parties for whom Prosper is legally responsible.

#### **XIX. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

#### **XX. MULTIPLE COUNTERPARTS**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

**Town of Prosper, Texas,**  
a home-rule municipality

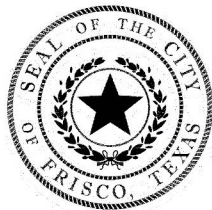
By: \_\_\_\_\_  
Harlan Jefferson, Town Manager

**ATTEST:**

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

**City of Frisco, Texas,**  
a home-rule municipality

By: George Purefoy  
George Purefoy, City Manager



**ATTEST:**

Kristi Morrow  
Kristi Morrow, City Secretary

**APPROVED AS TO FORM:**

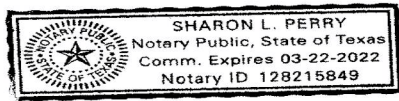
Ryan D. Pittman  
Abernathy Roeder Boyd & Hullett, P.C.  
Ryan D. Pittman, City Attorneys

ACKNOWLEDGEMENTS

STATE OF TEXAS §  
§  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the City of Frisco, Texas, a home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of November, 2020.



Sharon Perry  
Notary Public in and for the State of Texas  
My Commission Expires: 3-22-22

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit A

## Description of Easement Property

**LEGAL DESCRIPTION**

BEING 2.095 acres of land located in the L. NETHERLY SURVEY, Abstract No. 962, Denton County, Texas, and being a portion of the tract of land conveyed to Wen-Chi Lee by the deed recorded in Volume 2778, Page 62, of the Deed Records of Denton County, Texas. Said 2.095 acres of land being more particularly described by metes and bounds, as follows:

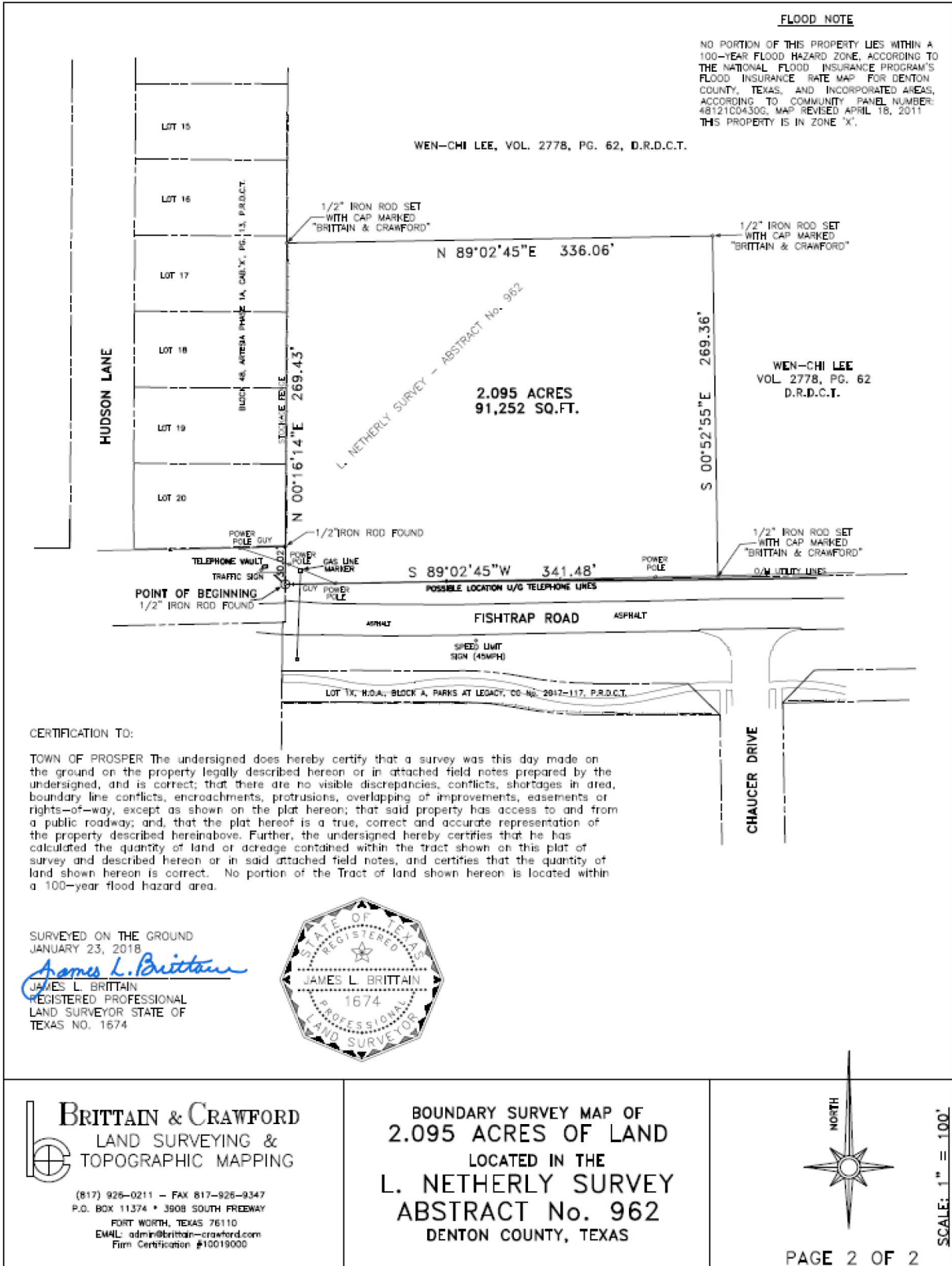
BEGINNING at a ½" iron rod found at the Southwest corner of said Lee Tract, and lying in the North right-of-way line of Fishtrap Road;

THENCE N 00° 16' 14" E along the West boundary line of said Lee Tract, at 30.02 feet passing a ½" iron rod found at the Southeast corner of Lot 20, Block 48, Artesia Phase 1A, an addition to Denton County, Texas, by the plat recorded in Cabinet "X", Page 13, of the Plat Records of Denton County, Texas, and in all 269.43' feet to a ½" iron rod marked "Brittain & Crawford" set;

THENCE N 89° 02' 45" E 336.06 feet, departing the West boundary line of said Lee Tract, to a ½" iron rod marked "Brittain & Crawford" set;

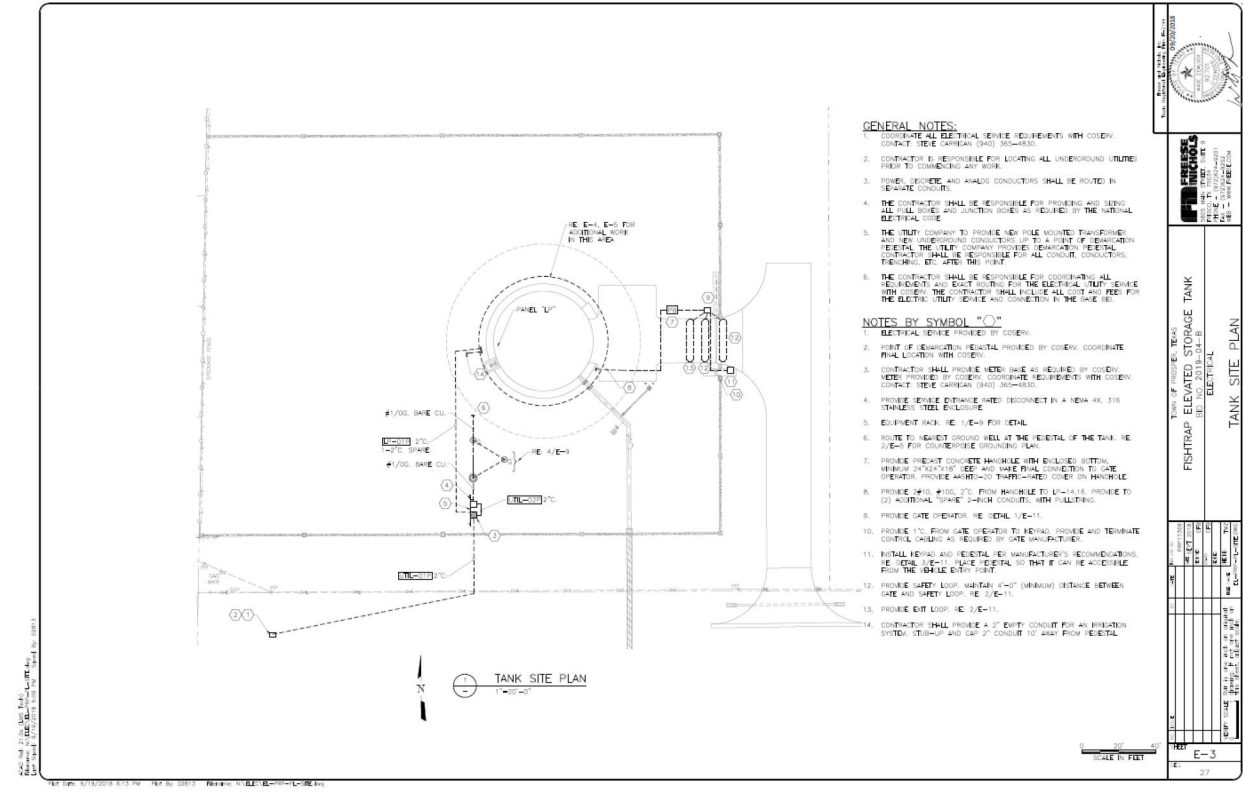
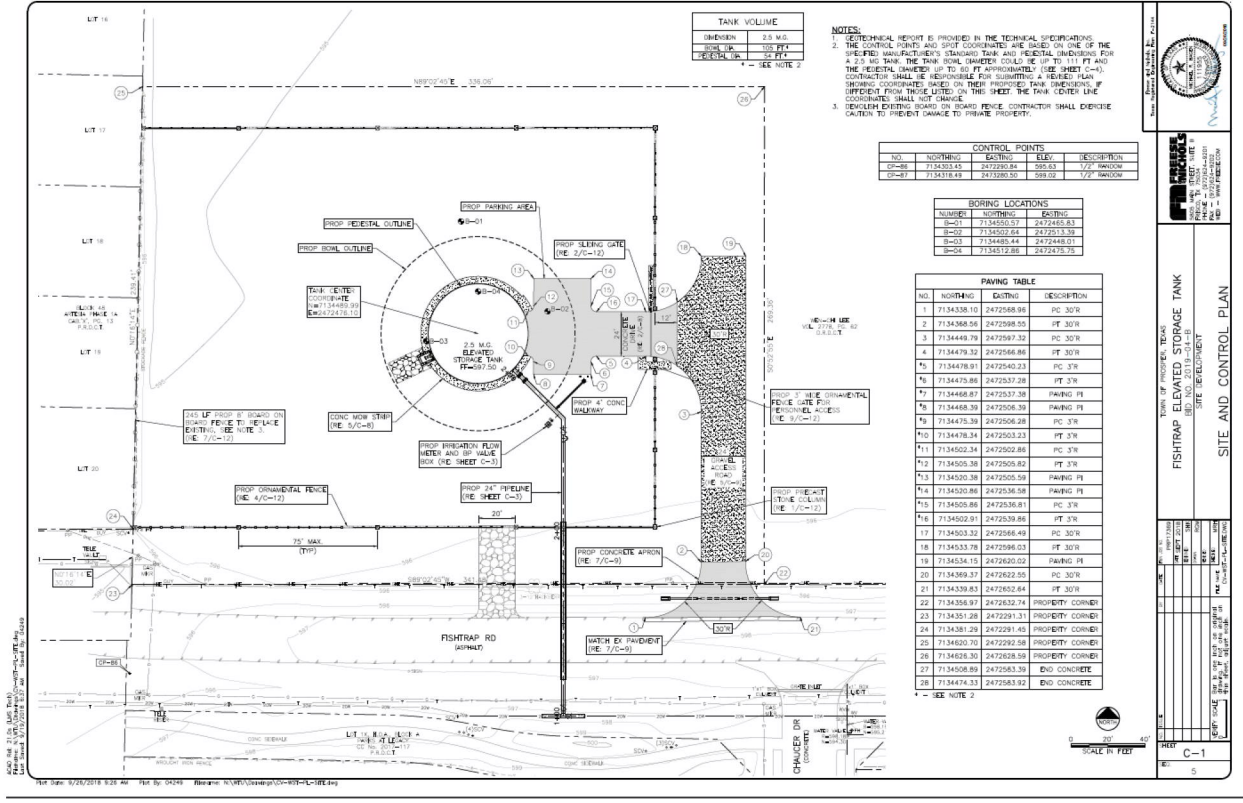
THENCE S 00° 52' 55" E 269.36 feet to a ½" iron rod marked "Brittain & Crawford" set, in the South boundary line of said Lee Tract, and lying in the North right-of-way line of Fishtrap Road;

THENCE S 89° 02' 45" W 341.48 feet, along the South boundary line of said Lee Tract and the North right-of-way line of said Fishtrap Road, to the POINT OF BEGINNING containing 2.095 acres (91,252 square feet) of land.













## DEVELOPMENT SERVICES

**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager  
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services**

**Re: Town Council Meeting – November 24, 2020**

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**Agenda Item:**

Consider and act on an ordinance amending Section 3.19.001, “Fence Requirements,” of Article 3.19, “Fence Regulation,” of Chapter 3, “Building Regulations,” of the Town’s Code of Ordinances by adding a new subsection regarding fencing on certain adjacent unplatted tracts.

**Description of Agenda Item:**

The fence ordinance currently does not recognize the impact of situations where fences are constructed on unplatted tracts of land adjacent to residential uses which are also on an unplatted tract of land, with no identified front yard. The proposed ordinance prohibits fences on adjacent unplatted tracts to be constructed adjacent or parallel to the front of a residential structure, unless approved by the Town Council.

A new subsection (n) will be added to Section 3.19.001 of the Fence Requirements to provide for the following:

(n) *Fencing on Certain Adjacent Unplatted Tracts.* On adjacent unplatted tracts, where at least one of the tracts is utilized for residential purposes and no front yard has been established because the tract (or tracts) have not been platted, no fence shall be constructed that is adjacent or parallel to the front of a residential structure, unless Town Council has approved such fence. In considering the approval of a request, the Town Council shall consider the topography and other features of the tract (or tracts) that may be impacted by the fence, the location and distance of the fence in relation to the front of the residential structure, the height, building materials and design of the fence, whether the location of the fence may impair the ability of public safety personnel to safely access the residential structure in case of an emergency, and any other information an applicant may wish to provide the Town Council in its consideration of the approval of the fence. An application for Town Council consideration of such fence shall be submitted on a form supplied by the Department of Development Services.”

**Legal Obligations and Review:**

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., prepared the ordinance.

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Staff recommends the Town Council approve an ordinance amending Section 3.19.001, "Fence Requirements," of Article 3.19, "Fence Regulation," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances by adding a new subsection regarding fencing on certain adjacent unplatted tracts.

**Proposed Motion:**

I move to approve an ordinance amending Section 3.19.001, "Fence Requirements," of Article 3.19, "Fence Regulation," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances by adding a new subsection regarding fencing on certain adjacent unplatted tracts.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-\_\_

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 3.19.001, "FENCE REQUIREMENTS," OF ARTICLE 3.19, "FENCE REGULATIONS," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE TOWN'S CODE OF ORDINANCES, BY ADDING THERETO A NEW SUBSECTION (n), "FENCING ON CERTAIN ADJACENT UNPLATTED TRACTS"; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to amend its fence regulations, contained in Article 3.19, "Fence Regulations," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances, by adding a new provision related to fencing on adjacent unplatted tracts of land where at least one of the tracts is utilized for residential purposes; and

WHEREAS, unplatted tracts do not designate, or it cannot be designated, the location of a "front yard" since the location of a front yard is determined after a lot has been platted, as provided for and referenced in the Town's subdivision regulations; and

WHEREAS, it is the desire of the Town Council that on adjacent unplatted tracts, where at least one of the tracts is utilized for residential purposes and no front yard has been established because the tract (or tracts) have not been platted, should not be permitted to have a fence constructed that is adjacent or parallel to the front of a residential structure, unless Town Council has approved such fence.

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

**SECTION 1**

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

**SECTION 2**

From and after the effective date of this Ordinance, Section 3.19.001, Fence Requirements," of Article 3.19, "Fence Regulations," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances is hereby amended by adding thereto a new Subsection (n), "Fencing on Certain Adjacent Unplatted Tracts," to read as follows:

**"ARTICLE 3.19 FENCE REGULATIONS**

**Sec. 3.19.001 Fence Requirements**

Fences in all zoning districts shall meet the following requirements:

\* \* \*

(n) *Fencing on Certain Adjacent Unplatted Tracts.* On adjacent unplatted tracts,

where at least one of the tracts is utilized for residential purposes and no front yard has been established because the tract (or tracts) have not been platted, no fence shall be constructed that is adjacent or parallel to the front of a residential structure, unless Town Council has approved such fence. In considering the approval of a request, the Town Council shall consider the topography and other features of the tract (or tracts) that may be impacted by the fence, the location and distance of the fence in relation to the front of the residential structure, the height, building materials and design of the fence, whether the location of the fence may impair the ability of public safety personnel to safely access the residential structure in case of an emergency, and any other information an applicant may wish to provide the Town Council in its consideration of the approval of the fence. An application for Town Council consideration of such fence shall be submitted on a form supplied by the Department of Development Services.”

### **SECTION 3**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

### **SECTION 4**

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

### **SECTION 5**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Town from filing suit to enjoin the violation, and the Town retains all legal rights and remedies available to it.

### **SECTION 6**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF NOVEMBER, 2020.**

---

**Ray Smith, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Melissa Lee, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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





## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Hulon T. Webb, Jr., Director of Engineering Services

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, Executive Director of Development and Infrastructure Services

**Re:** Town Council Meeting – November 24, 2020

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the Fishtrap Road from Stuber Elementary School to the Dallas North Tollway project.

**Description of Agenda Item:**

At the December 10, 2019, Town Council meeting, the Town Council approved a Professional Services Agreement with Teague Nall and Perkins, Inc., to design Fishtrap Road from Stuber Elementary School to the Dallas North Tollway to a four-lane divided roadway.

This contract amendment consists of the design of median landscape and irrigation improvements to Fishtrap Road beginning with the first full median east of the Stuber Elementary driveway and ending at the Dallas North Toll Road. Also included with this amendment is Level A subsurface utility engineering (SUE) to locate the existing 30" Atmos gas line that runs perpendicular to the roadway and Level B SUE to locate the existing 36" sanitary sewer that runs near the proposed west bridge crossing and two Atmos gas lines (6" and 8") that cross the proposed roadway near the east bridge crossing. Having quality information on the existing utilities will greatly reduce the risk of conflicts during construction.

**Budget Impact:**

The cost for the additional design is \$42,500 and is to be funded from cost savings from closed projects and bond proceed interest earnings. The funding source is Account No. 750-5410-10-00-2012-ST.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Contract Amendment as to form and legality.

**Attached Documents:**

1. Contract Amendment #1

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the Fishtrap Road from Stuber Elementary School to the Dallas North Tollway project.

**Proposed Motion:**

I move to authorize the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the Fishtrap Road from Stuber Elementary School to the Dallas North Tollway project.

**CONTRACT AMENDMENT #1  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP, INC.  
FOR THE IMPROVEMENTS TO FISHTRAP ROAD FROM STUBER ELEMENTARY to DNT  
PROJECT (PRJ#2012-ST)**

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

**WITNESSETH:**

**WHEREAS**, the Town previously engaged the services of the Consultant to obtain professional surveying and civil engineering services, hereinafter called "Project"; and

**WHEREAS**, the Parties previously entered into a professional services agreement regarding the Project on or about December 10, 2019 in the amount of Nine Hundred Thousand Dollars (\$900,000), hereinafter called the "Original Agreement"; and

**WHEREAS**, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to include Level A & B Subsurface Utility Engineering services and Landscape and Irrigation design services.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of Forty-Two Thousand Five Hundred Dollars (\$42,500) for the additional services as set forth and described in **Exhibit B1 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting "Nine Hundred Thousand Dollars (\$900,000)" and replacing it with "Nine Hundred Forty-Two Thousand Five Hundred Dollars (\$942,500)."

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TNP, INC.

TOWN OF PROSPER, TEXAS

By:   
Signature

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

Michael G. DeMotte, P.E.  
Printed Name

Harlan Jefferson  
Printed Name

Director of Engineering - Allen  
Title

Town Manager  
Title

11/17/2020  
Date

\_\_\_\_\_  
Date

## EXHIBIT A1 SCOPE OF SERVICES

### CONTRACT AMENDMENT #1 BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP, INC. FOR THE IMPROVEMENTS TO FISHTRAP ROAD FROM STUBER ELEMENTARY to DNT PROJECT (PRJ#2012-ST)

#### I. PROJECT DESCRIPTION

The Town desires to add landscape and irrigation design services for the project medians along Fishtrap Road between Stuber Elementary and DNT. Additionally, subsurface utility engineering (SUE) services are needed to locate existing infrastructure as noted below:

- Level A & B SUE: Consultant to locate the existing 30" Atmos gas line and the existing 36" sanitary sewer line that may be in conflict with the proposed roadway and bridge improvements. Level A SUE will be performed on the 30" high pressure Atmos gas line, which includes two (2) test holes to determine vertical and horizontal location as it crosses the proposed alignment of the roadway. Level B SUE will be performed on the existing 36" sanitary sewer line near the proposed west bridge crossing and two (2) Atmos gas lines (6" and 8") that cross the proposed roadway alignment near the proposed east bridge crossing.
- Landscape and Irrigation Design for Project Medians: Consultant will provide design and construction phase services for the landscape and irrigation improvements within the medians along the project corridor.

#### II. TASK SUMMARY

##### Task 1 – Level A/B SUE

The following represents the general understanding between the Town and Consultant regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
  - Quality Level D (QL-"D") – Generally QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
  - Quality Level C (QL-"C") - Generally QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information. Incorporates QL-"D" information. (Limited in this scope, this scope is to cover underground utility crossings)
  - Quality Level B (QL-"B") – Generally QL-"B", also known as "designating" indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-"D" & QL-"C" information.
  - Quality Level A (QL-"A") - Generally QL-"A", also known as "locating", indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-"D" QL-"C" & QL-"B" information.

2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Consultant will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Consultant makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
4. Facilities that are discovered through field investigative efforts by the Consultant but no plan records or ownership data can be identified will be hereafter referred to as "unknown" utilities. As part of these services, the Consultant will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
9. The Consultant will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Consultant will provide a recommendation or request for additional services to the Town. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
10. None of these services are intended to and should not be understood to relieve the Town or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

### Subsurface Utility Scope of Services:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

- a) Quality Level 'B' through 'D' Utility Information & Designation – Consultant will provide utility information, up to QL-“B”, for the existing 36” sanitary sewer line near the proposed west bridge crossing and two (2) Atmos gas lines (6” and 8”) that cross the proposed roadway alignment near the proposed east bridge crossing.

This work includes:

- a. Requesting utility records on all crossing utilities from the Town, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-“C” or “D”) will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
  - b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, Consultant will search for detectible indications of the location of anticipated subsurface utilities.
  - c. Marking all locations that can be validated, using paint, flags or other devices.
  - d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
  - e. Level B/C/D- based on ASCE Standard 38-02 and shall include a PDF and 2d CADD file depicting the subsurface utilities designated signed and sealed by a Professional Engineer.
- b) Quality Level A Utility Test Holes – Consultant will excavate by air-vacuum or other minimally invasive methods up to 2 test holes on the 30” high pressure Atmos gas line in order to identify the exact horizontal & vertical locations. Unless specified otherwise in this scope, the location of the tests hole will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below.

This work includes:

- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- b. Coordinating with Town, property owner, and/or permitting authorities as needed, permission or rights-of-entry with help from the Town
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than signs and cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

Task 2 – Landscape and Irrigation Design for Project Medians

1. Consultant will prepare and deliver Construction Documents (30%, 50%, 80%, 100% submittals). The Consultant will prepare construction documents of the following:
  - a. Landscape Plans, Details, and Notes. These plans will show the type, spacing, and size of Landscape Materials as well as details and on-sheet notes and will be in conformance to the Town's standards.
  - b. Irrigation Plans, Details, and Notes (at 90% & 100% only). These plans will show the type, spacing, and size of Irrigation Materials such as pipe size and location, heads, controllers, valves as well as details and on-sheet notes and will be in conformance to the Town's standards.
  - c. Specifications for the sections listed above in CSI format.
  - d. Opinion of Probable Cost for proposed Landscape and Irrigation improvements.
  - e. Three virtual Town review meetings via Teams or Zoom.
  
2. Construction Phase Services
  - a. Answer RFI's from the Contractor
  - b. Attend up to three Construction Site Visits and prepare punch lists
  - c. Prepare and submit Record Drawings to Town based on as-builts provided by the Contractor. Because the Record Drawings are based upon information provided by the Contractor, the Consultant cannot guarantee their accuracy or completeness.

**III. DELIVERABLES**Task 1 – Level A/B SUE

Level A SUE	8.5x11 Sheet documenting test hole data
Level B SUE	22x34 Plan Sheet depicting utilities located

Task 2 – Landscape and Irrigation Design for Project Medians

Schematic Design Plans (30%)	One (1) 22x34 Schematic Design set – PDF & hard copy
Construction plans (50, 80, 100%)	One (1) 22x34 copy of Construction set – PDF & hard copy
Record Drawings	One (1) PDF copy of record drawings
	One (1) DWG of the record drawings base map



**EXHIBIT B1  
COMPENSATION SCHEDULE**

**CONTRACT AMENDMENT #1  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP, INC.  
FOR THE IMPROVEMENTS TO FISHTRAP ROAD FROM STUBER ELEMENTARY to DNT  
PROJECT (PRJ#2012-ST)**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	November 2020	
<u>Task 1 – Level A/B SUE</u>	January 2020	\$7,500
<u>Task 2 – Landscape and Irrigation Design for Project Medians</u>	May 2021	\$35,000
<b>Total Compensation</b>		<b>\$42,500</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
<u>Task 1 – Level A/B SUE</u>	\$7,500
<u>Task 2 – Landscape and Irrigation Design for Project Medians</u>	\$35,000
<b>Total Increase in Basic Services:</b>	<b>\$42,500</b>



## ENGINEERING SERVICES

**To: Mayor and Town Council**

**From: Hulon T. Webb, Jr., Director of Engineering Services**

**Through: Harlan Jefferson, Town Manager  
Rebecca Zook, Executive Director of Development and Infrastructure Services**

**Re: Town Council Meeting – November 24, 2020**

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the First Street from Coit Road to Custer Road project.

**Description of Agenda Item:**

At the December 10, 2019, Town Council meeting, the Town Council approved a Professional Service Agreement with Teague Nall and Perkins, Inc., to design First Street from Coit Road to Custer Road to a four-lane divided roadway.

This contract amendment consists of the design of median landscape and irrigation improvements to First Street from Coit Road to Custer Road. Additionally, a below grade trail crossing was not part of the original contract. Since the Veloweb trail system is an integral portion of the Town, the Parks and Recreation department expressed interest in a below grade crossing to connect across First Street and link the north and south sections of trail. This amendment also includes Level A subsurface utility engineering (SUE) to locate the existing utilities in the path of the proposed below grade trail crossing. Having quality information on the existing utilities will greatly reduce the risk of conflicts during construction.

**Budget Impact:**

The cost for the additional design is \$72,000 and is to be funded from cost savings from closed projects and bond proceed interest earnings. The funding source is Account No. 750-5410-10-00-2014-ST.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Contract Amendment as to form and legality.

**Attached Documents:**

1. Contract Amendment #1

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the First Street from Coit Road to Custer Road project.

**Proposed Motion:**

I move to authorize the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the First Street from Coit Road to Custer Road project.

**CONTRACT AMENDMENT #1  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP, INC.  
FOR 1<sup>ST</sup> STREET FROM COIT RD. TO CUSTER RD. PROJECT (PRJ#2014-ST)**

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

**WITNESSETH:**

**WHEREAS**, the Town previously engaged the services of the Consultant to provide civil engineering services for the design of **1<sup>ST</sup> Street from Coit Road to Custer Road**, hereinafter called "Project"; and

**WHEREAS**, the Parties previously entered into a professional services agreement regarding the Project on or about **December 10, 2019**, in the amount of **One Million Dollars (\$1,000,000) for a base fee and an Alternate Fee of One Hundred Ninety-one Thousand Dollars (\$191,000)**, hereinafter called the "Original Agreement"; and

**WHEREAS**, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to the following: **Landscape Architecture design services for Proposed Medians and Below Grade Trail Crossing under 1<sup>st</sup> Street for Future Trail Connection with Associated Supplemental Underground Engineering (SUE)**;

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."
2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of **Seventy-two Thousand Dollars (\$72,000)** for the additional services as set forth and described in **Exhibit B1 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."
3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting **One Million Dollars (\$1,000,000)** and replacing with **One Million Seventy-two Thousand Dollars (\$1,072,000)**
4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TNP, INC.

TOWN OF PROSPER, TEXAS

By:   
Signature

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

Tom Rutledge  
Printed Name

Harlan Jefferson  
Printed Name

Principal  
Title

Town Manager  
Title

November 17, 2020  
Date

\_\_\_\_\_  
Date

**EXHIBIT A1  
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #1  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP, INC.  
FOR 1<sup>ST</sup> STREET (PRJ#2014-ST)**

**I. PROJECT DESCRIPTION**

- Provide Landscape Architecture and Irrigation Design Services for proposed medians.  
The Town desires to add landscape and irrigation design services for the project medians along 1<sup>st</sup> Street Road between Coit Road and N. Custer Road.

- Provide Engineering to design below grade crossing for future Trail Connection and Subsurface Utility Engineering (SUE).

The Town desires to add a Below Grade Crossing for Future Trail Connection under 1<sup>st</sup> Street. Additionally, subsurface utility engineering (SUE) services will be included to locate the existing 30" Waterline and Gas lines in the area. Subsurface Grade Crossing will include design for a 12'x10' Box Culvert with Headwalls, Retaining Walls and some Trails for future extension. (SUE) services are needed to locate existing infrastructure as noted below:

Level A SUE: Consultant to locate the existing 30" Waterline and the existing Atmos Gas line. Level A SUE will be performed on the 30" Waterline and Atmos gas line, which includes a total of seven (7) test holes to determine vertical and horizontal location as it crosses the proposed alignment of the roadway.

**II. TASK SUMMARY**

**Task 1 – Landscape and Irrigation Design for Project Medians**

1. Consultant will prepare and deliver Construction Documents (30%, 50%, 80%, 100% submittals). The Consultant will prepare construction documents of the following:
  - a. Landscape Plans, Details, and Notes. These plans will show the type, spacing, and size of Landscape Materials as well as details and on-sheet notes and will be in conformance to the Town's standards.
  - b. Irrigation Plans, Details, and Notes (at 90% & 100% only). These plans will show the type, spacing, and size of Irrigation Materials such as pipe size and location, heads, controllers, valves as well as details and on-sheet notes and will be in conformance to the Town's standards.
  - c. Specifications for the sections listed above in CSI format.
  - d. Opinion of Probable Cost for proposed Landscape and Irrigation improvements.
2. Three virtual Town review meetings via Teams or Zoom.
3. Construction Phase Services
  - a. Answer RFI's from the Contractor
  - b. Make one construction site visit to prepare punch lists
  - c. Prepare and submit Record Drawings to Town based on as-builts provided by the Contractor. Because the Record Drawings are based upon information provided by the Contractor, the Consultant cannot guarantee their accuracy or completeness.

## Task 2 – Level A SUE

The following represents the general understanding between the Town and Consultant regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
  - Quality Level D (QL-"D") – Generally QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
  - Quality Level C (QL-"C") - Generally QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information. Incorporates QL-"D" information. (Limited in this scope, this scope is to cover underground utility crossings)
  - Quality Level B (QL-"B") – Generally QL-"B", also known as "designating" indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-"D" & QL-"C" information.
  - Quality Level A (QL-"A") - Generally QL-"A", also known as "locating", indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-"D" QL-"C" & QL-"B" information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Consultant will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Consultant makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
4. Facilities that are discovered through field investigative efforts by the Consultant but no plan records or ownership data can be identified will be hereafter referred to as "unknown" utilities. As part of these services, the Consultant will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.

7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
9. The Consultant will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Consultant will provide a recommendation or request for additional services to the Town. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
10. None of these services are intended to and should not be understood to relieve the Town or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

#### Subsurface Utility Scope of Services:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

- a) Quality Level 'B' through 'D' Utility Information & Designation – Consultant will provide utility information, up to QL-"B", for the existing 36" water line near the proposed subgrade crossing and existing Atmos gas line that follows the north side of the proposed roadway alignment.

This work includes:

- a. Requesting utility records on all crossing utilities from the Town, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
- b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, Consultant will search for detectible indications of the location of anticipated subsurface utilities.
- c. Marking all locations that can be validated, using paint, flags or other devices.
- d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
- e. Level B/C/D- based on ASCE Standard 38-02 and shall include a PDF and 2d CADD file depicting the subsurface utilities designated signed and sealed by a Professional Engineer.



- b) Quality Level A Utility Test Holes – Consultant will excavate by air-vacuum or other minimally invasive methods up to 7 test holes on the 30" Waterline and Atmos gas line in order to identify the exact horizontal & vertical locations. Unless specified otherwise in this scope, the location of the tests hole will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below.

This work includes:

- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- b. Coordinating with Town, property owner, and/or permitting authorities as needed, permission or rights-of-entry with help from the Town
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than signs and cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

### III. DELIVERABLES

#### Task 1 – Landscape and Irrigation Design for Project Medians

Schematic Design Plans (30%)	One (1) 22x34 Schematic Design set – PDF & hard copy
Construction plans (50, 80, 100%)	One (1) 22x34 copy of Construction set – PDF & hard copy
Record Drawings	One (1) PDF copy of record drawings
	One (1) DWG of the record drawings base map

#### Task 2 – Level A/B SUE

Level A SUE	8.5x11 Sheet documenting test hole data
Level B SUE	22x34 Plan Sheet depicting utilities located

**EXHIBIT B1  
COMPENSATION SCHEDULE**

**CONTRACT AMENDMENT #1  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP, Inc.  
FOR THE FISHTRAP ROAD SEGEMENTS 1&4 (1923-ST)**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	December 2020	January 29, 2021
<u>Task 1 –Landscape and Irrigation Plans</u>	January 2021	January 29, 2021
<u>Task 2 – Engineering Below Grade Trail Crossing and Associated SUE for Existing Utilities</u>	January 2021	January 29, 2021
<b>Total Compensation</b>		<b>\$72,000</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
<u>Task 1 – Landscape and Irrigation Plans</u>	\$45,000
<u>Task 2 – Engineering Below Grade Trail Crossing and SUE for Existing Utilities</u>	\$27,000
<b>Total Basic Services:</b>	<b>\$72,000</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
None	\$0,000
<b>Total Special Services:</b>	<b>\$0,000</b>

<b>Direct Expenses</b>	<b>Amount</b>
None	\$0,000
<b>Total Direct Expenses:</b>	<b>\$0,000</b>



## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Hulon T. Webb, Jr., Director of Engineering Services

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, Executive Director of Development & Infrastructure Services

**Re:** Town Council Meeting – November 24, 2020

**Agenda Item:**

Consider and act upon awarding CSP No. 2021-16-B to Reliable Paving, Inc., related to construction services for the Coit Road at US 380 Paving and Striping Improvements project; and authorizing the Town Manager to execute a construction agreement for same.

**Description of Agenda Item:**

At the April 28, 2020, Town Council meeting, the Town Council awarded a construction agreement to Reliable Paving, Inc., in the amount of \$114,450.46, for the construction of the Coit Road and US 380 SB Right Turn Lane project. The project consisted of the construction of a right turn lane for southbound Coit Road at US 380. Unexpected conflicts with the existing TxDOT storm drainage system at the intersection, and the Town's existing 24" water main along Coit Road, resulted in additional construction costs that would exceed the allowable 25% overage by law. To complete the work that could be performed within the current contract, two (2) change orders were approved for a combined amount of \$28,612.55 (up to the allowable 25%), and the remaining items needed to complete the project were rebid as a separate project. Those items became this project and include the completion of the last segment of concrete paving, asphalt and pavement markings.

Even though this was an informal process (following internal procedures for purchases under \$50,000), the Town stayed consistent with how it handles construction projects. Since this project was under \$1.5 million, staff utilized the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (30%)
  - Outline contractor and subcontractor experience with similar projects.
  - Outline qualifications of key personnel assigned to this project.
  - Provide references.
- Project Timeline (20%)
- Cost Proposal (50%)

To comply with the Historically Underutilized Business (HUB) Program, two (2) HUB vendors were provided with the opportunity to submit a proposal, neither responded. The Town did receive two (2) proposals with verified cost proposals. One was for \$49,999.29, and the other was for \$50,991.00, which was over the competitive bid limit. The proposal final completion times ranged from 40 calendar days to 50 calendar days. Reliable Paving, Inc., was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$49,999.29, and a project timeline of 40 calendar days.

**Budget Impact:**

The cost for the construction of the Coit Road at US 380 Paving and Striping Improvements project is \$49,999.29. Cost savings from completed projects has been allocated to this project to increase the construction budget to \$200,000. The funding source is Account No. 750-6610-10-00-1932-ST.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Location Map
2. Evaluation Matrix
3. Construction Agreement

**Town Staff Recommendation:**

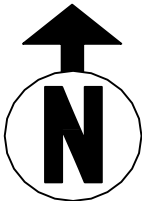
Town staff recommends that the Town Council Award CSP No. 2021-16-B to Reliable Paving, Inc., related to construction services for the Coit Road at US 380 Paving and Striping Improvements project; and authorize the Town Manager to execute a construction agreement for same.

**Proposed Motion:**

I move to award CSP No. 2021-16-B to Reliable Paving, Inc., related to construction services for the Coit Road at US 380 Paving and Striping Improvements project; and authorize the Town Manager to execute a construction agreement for same.

# LOCATION MAP

Coit / US 380 SB Right Turn Lane



**CSP NO. 2021-16-B  
COIT RD AT US 380 PAVING AND STRIPING IMPROVEMENTS**

EVALUATION MATRIX		MARIO SINACOLA & SONS EXCAVATING, INC.		RELIABLE PAVING, INC.	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Qualifications and Experience	<b>30%</b>	6.33	1.90	7.11	2.13
Proposed Project Timeline	<b>20%</b>	8.00	1.60	10.00	2.00
Cost Proposal	<b>50%</b>	9.81	4.90	10.00	5.00
<b>TOTAL</b>	<b>100%</b>		<b>8.40</b>		<b>9.13</b>

*\*Over the competitive bid limit*

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR

**COIT RD AT US 380  
PAVING AND STRIPING IMPROVEMENTS  
CSP NO. 2021-16-B**



TOWN OF PROSPER  
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor  
Curry Vogelsang, Jr., Mayor Pro-Tem  
Jason Dixon, Deputy Mayor Pro-Tem  
Marcus E. Ray, Place 1  
Craig Andres, Place 2  
Meigs Miller, Place 4  
Jeff Hodges, Place 5

Harlan Jefferson, Town Manager

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## **INSTRUCTIONS TO PROPOSERS**

1. **Submittal Deadline:** Proposals will be accepted until **10:00 A.M. on Thursday, October 29, 2020.**
2. **Submittal Location:** Proposals will be accepted via email to [lhigginbotham@prospertx.gov](mailto:lhigginbotham@prospertx.gov) or in hard copy in the Engineering Office located in the 2nd Floor Development Services Suite of Town Hall, 250 W. First St., Prosper, Texas 75078.
3. **Submittal Requirements:** Proposer shall complete all requested information and submit all required documents.
4. **Questions and Requests for Clarification:** Questions and requests for clarifications in regard to this proposal should be emailed directly to Lindy Higginbotham, Senior Engineer, at [lhigginbotham@prospertx.gov](mailto:lhigginbotham@prospertx.gov).

**PROPOSAL FORM**

**CSP NO. 2021-16-B COIT RD AT US 380  
PAVING AND STRIPING IMPROVEMENTS**

CONTRACTOR NAME: RELIABLE PAVING, INC.

CONTRACTOR ADDRESS: 1903 PEYCO DRIVE NORTH  
ARLINGTON, TX - 76001

CONTRACTOR PHONE: 817-467-0779

PRIMARY CONTACT: MARY MURPHY

EMAIL ADDRESS: MARY@RELIABLEPAVING.COM

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time proposed and in accordance with the other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of this solicitation and Instructions to Proposers. This Proposal will remain subject to acceptance for 90 calendar days after the due date. Contractor will sign and submit the Agreement with the Maintenance Bond and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.
3. The right is reserved, as the interest of the Owner may require, to reject any and all Proposals and to waive any informality in the Proposals received.
4. Contractor has examined copies of all the Contract Documents and of the following Addenda (receipt of which is hereby acknowledged):

Number	Dated	Received
No. 1	_____	_____
No. 2	_____	_____
No. 3	_____	_____
No. 4	_____	_____

5. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Contractor for such purposes.
7. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
8. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
10. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal; Contractor has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over Owner.
11. Contractor will substantially complete the Work for the price(s) shown in the following schedule of line items and within **the number of calendar days proposed based on date of Notice to Proceed**.

NOTE: Contractor may substitute a computer printout of proposal schedule provided the computer printout contains identical item numbers, quantities, and descriptions to those provided in this proposal schedule. In case of ambiguity or lack of clearness in stating prices in this Proposal, the Owner reserves the right to accept the most advantageous construction thereof to the Owner or to reject the Proposal.

12. Contractor hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of calendar days proposed as part of this Proposal. Within the number of additional calendar days proposed after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.

13. Contractor agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Contractor shall perform the Work as altered and no allowances shall be made for anticipated profits.
14. Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.
15. Each Contractor shall include the following information in this Proposal:

	<u>Cost of Materials</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Total Amount Of Bid</u>
Base Proposal	\$ <u>32,500<sup>00</sup></u>	\$ <u>17,499.29</u>	\$ <u>49,999.29</u>
Alternate Proposal	\$ _____	\$ _____	\$ _____

16. Each Contractor shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If additional space is necessary to provide a complete listing, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

	<u>Subcontractor's Name</u>	<u>Type of Work</u>	<u>% of Work</u>
1.	<u>METROREX</u>	<u>STRIPING/SIGNS</u>	<u>1</u>
2.	<u>DIXON</u>	<u>SOD</u>	<u>1</u>
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
Total % of Work Subcontracted:			<u>2</u>

17. Each Contractor shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Proposal. If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

<u>Supplier's Name</u>	<u>Type of Material / Equipment</u>
1. _____	_____
2. <u>MARTIN MARCHESTA</u>	<u>CONCRETE</u>
3. <u>AUSTIN BTR</u>	<u>ASPHALT</u>
4. _____	_____
5. _____	_____
6. _____	_____

18. In the event of the award of a contract to the undersigned, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.

19. The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

20. The undersigned certifies that the prices contained in this Proposal have been carefully checked and are submitted as correct and final.

21. **Project Timeline - Substantial Completion: Contractor must provide number of calendar days to reach substantial completion of all construction:**

30 calendar days

22. **Project Timeline – Final Completion: Contractor must provide number of additional calendar days after substantial completion to reach final completion of all construction:**

10 calendar days

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL
1	Construct 2-inch Ty D HMAC Surface Street Paving	81	SY	\$ 20.17	\$ 1,633.77
2	Construct 8-inch Ty B HMAC Base Paving	81	SY	\$ 49.95	\$ 4,045.95
3	Construct 9-inch Thick, 4500psi Reinforced Concrete Street Paving with Monolithic Curb	54	SY	\$ 84.62	\$ 4,569.48
4	Flowable Fill	15	SY	\$ 30.02	\$ 450.30
5	Excavation	157	CY	\$ 58.67	\$ 9,211.19
6	Rremove & Dispose of Existing Flexbase	37	SY	\$ 25.00	\$ 925.00
7	Construct 4-inch Thick, 3600psi Reinforced Concrete Sidewalk Paving with Integral Curb	10	SY	\$ 250.00	\$ 2,500.00
8	Adjust Existing Water Valve Stack and Cover to finish grade	1	EA	\$ 420.00	\$ 420.00
9	Remove Top 6-7-inches of thrust block & add additional rebar to paving	1	LS	\$ 5,250.00	\$ 5,250.00
10	Furnish and Install Bermuda Block Sod, including watering until established	250	SY	\$ 14.88	\$ 3,720.00
11	Remove Existing Pavement Markings and Markers, including Symbols, Words	1	LS	\$ 1,200.00	\$ 1,200.00
12	Furnish and Install Reflective Marker (CI B, Ty II-C-R)	15	EA	\$ 4.80	\$ 72.00

13	Furnish and Install Reflective Pavement Marking (4-inch)(White)(Broken)(Type I)	200	LF	\$ 1.26	\$ 252.00
14	Furnish and Install Reflective Pavement Marking (8-inch)(White)(Solid)(Type I)	175	LF	\$ 2.40	\$ 420.00
15	Furnish and Install Reflective Pavement Marking (12-inch)(White)(Solid)(Type I)(Crosswalk)	94	LF	\$ 4.80	\$ 451.20
16	Furnish and Install Reflective Pavement Marking (24-inch)(White)(Solid)(Type I)(Stop Bar)	47	LF	\$ 7.20	\$ 338.40
17	Furnish and Install Reflective Pavement Marker (Arrow)(Type I)	1	EA	\$ 156.00	\$ 156.00
18	Remove Existing, Furnish and Install New Small Traffic Sign	2	EA	\$ 558.00	\$ 1,116.00
19	Furnish, Install, Maintain, and Remove all Traffic Control Devices	1	MO	\$ 11,250.00	\$ 11,250.00
20	Mobilization and Move-in, not to exceed 5-percent	1	LS	\$ 2,018.00	\$ 2,018.00
					<b>\$ 49,999.29</b>

PROPOSAL SCHEDULE					
Item No.	Description	Quantity	UOM	Unit Cost	Total Amount
1	Construct 2-inch Ty D HMAC Surface Street Paving including all incidentals	81	SY		
2	Construct 8-inch Ty B HMAC Base Paving including all incidentals	81	SY		
3	Construct 9-inch Thick, 4500psi Reinforced Concrete Street Paving with Monolithic Curb including all incidentals	54	SY		
4	Construct 4-inch Flowable Fill including all incidentals	15	SY		
5	Unclassified Roadway Excavation including all Clearing, Hauling, and Disposal of surplus and all incidentals	157	CY		
6	Remove & Dispose of Existing Flexbase including all incidentals	37	SY		
7	Construct 4-inch Thick, 3600psi Reinforced Concrete Sidewalk Paving with Integral Curb including all incidentals	10	SY		
8	Adjust Existing Water Valve Stack and Cover to finish grade including all incidentals	1	EA		
9	Remove Top 6-7-inches of existing thrust block at 20" water main bend & increase standard roadway rebar placement to No. 4 bars 9" OCEW for an approximate 8'x8' area centered above bend including all incidentals	1	LS		
10	Furnish and Install Bermuda Block Sod, including watering and all incidentals until established	250	SY		
11	Remove Existing Pavement Markings and Markers, including Symbols, Words including all incidentals	1	LS		
12	Furnish and Install Reflective Marker (CI B, Ty II-C-R), including surface preparation, cleaning, sealing, and all incidentals	15	EA		
13	Furnish and Install Reflective Pavement Marking (4-inch) (White)(Broken)(Type I), including surface preparation, cleaning, sealing, and all incidentals	200	LF		

CSP NO: 2021-16-B COIT RD AT US 380\_PAVING AND STRIPING IMPROVEMENTS

(Document Version 10/20)


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Item No.	Description	Quantity	UOM	Unit	Total Amount
14	Furnish and Install Reflective Pavement Marking (8-inch) (White)(Solid)(Type I), including surface preparation, cleaning, sealing, and all incidentals	175	LF		
15	Furnish and Install Reflective Pavement Marking (12-inch) (White)(Solid)(Type I)(Crosswalk), including surface preparation, cleaning, sealing, and all incidentals	94	LF		
16	Furnish and Install Reflective Pavement Marking (24-inch) (White)(Solid)(Type I)(Stop Bar), including surface preparation, cleaning, sealing, and all incidentals	47	LF		
17	Furnish and Install Reflective Pavement Marker (Arrow)(Type I), including surface preparation, cleaning, sealing, and all incidentals	1	EA		
18	Remove Existing, Furnish and Install New Small Traffic Sign, including all incidentals	2	EA		
19	Furnish, Install, Maintain, and Remove all Traffic Control Devices, including any temporary arrow and/or message boards, and any incidentals	1	MO		
20	Mobilization and Move-in, not to exceed 5-percent	1	LS		
<b>TOTAL AMOUNT</b>					

This is a Proposal of RELIABLE PAVING INC, a corporation organized and existing under the laws of the State of TEXAS, or a limited partnership organized and existing under the laws of the State of \_\_\_\_\_, or a partnership, consisting of \_\_\_\_\_, or an Individual doing business as \_\_\_\_\_.

Seal and Authorization  
(If a Corporation)

  
 \_\_\_\_\_  
 (Signed)  
MARY MUEGAN, Director  
 \_\_\_\_\_  
 (Printed Name/Title)  
10/29/2020  
 \_\_\_\_\_  
 (Date)

**CONSTRUCTION AGREEMENT**

THE STATE OF TEXAS            )  
   )  
 COUNTY OF COLLIN            )

KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **Reliable Paving, Inc.**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**CSP NO. 2021-16-B  
 COIT RD AT US 380 PAVING AND STRIPING IMPROVEMENTS**

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

**A. Contract Documents and Order of Precedence**

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Maintenance Bond; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

#### **B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Forty-Nine Thousand Nine Hundred Ninety-Nine dollars and Twenty-Nine cents (\$49,999.29)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

#### **C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **30** calendar days after the date of the Notice to Proceed for the base proposal. Within **10** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

#### **D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND**

**AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.**

**IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

**E. Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

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

re: CSP No. 2021-16-B  
COIT RD AT US 380 PAVING AND STRIPING  
IMPROVEMENTS

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations

- 4) Personal Injury
  - 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

- 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

## F. Maintenance Bond

The Contractor shall procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The maintenance bond shall be issued in the form attached to this Construction Agreement as Exhibit A. Other maintenance bond forms shall not be accepted. Among other things, this bond shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The maintenance bond shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the maintenance bond upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

### **G. Progress Payments and Retainage**

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.



After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

#### **H. Withholding Payments to Contractor**

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

#### **I. Acceptance of the Work**

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

#### **J. Acceptance of Erosion Control Measures**

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

#### **K. Final Payment**

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

#### **L. Contractor's Warranty**

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

#### **M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

**N. "Anti-Israel Boycott" Provision**

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

**O. Other Items**

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

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

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

*[Signatures continued on following page.]*

**RELIABLE PAVING, INC.**

**TOWN OF PROSPER, TEXAS**

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

Title: \_\_\_\_\_

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

Address: 1903 Peyco Drive North  
Arlington, Texas 76001

Phone: (817) 467-0779  
Email: marty@reliablepaving.com

\_\_\_\_\_  
By: **HARLAN JEFFERSON**

Title: Town Manager

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

Address: 250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078

Phone: (972) 346-2640  
Email: hjefferson@prospertx.gov

ATTEST:

\_\_\_\_\_  
MELISSA LEE  
Town Secretary

**MAINTENANCE BOND**

STATE OF TEXAS                    )  
   )  
 COUNTY OF COLLIN                )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as "Principal," and \_\_\_\_\_, a corporate surety/sureties organized under the laws of the State of \_\_\_\_\_ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

**WHEREAS**, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the   24th   day of   November  , **2020**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2021-16-B  
 COIT RD AT US 380  
 PAVING AND STRIPING IMPROVEMENTS**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

**WHEREAS**, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

**PROVIDED**, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

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**PROVIDED**, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

**PRINCIPAL:**

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

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone    Fax

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone    Fax

*[Signatures continued on following page.]*



**ATTEST:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SURETY:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

## **TOWN OF PROSPER**

### **STANDARD TERMS & CONDITIONS FOR CONSTRUCTION PROCUREMENTS**

Revised April 24, 2020

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1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Prosper ("Town"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Prosper advertises formal procurement opportunities through [www.prosper.tx.gov](http://www.prosper.tx.gov), [www.ionwave.net](http://www.ionwave.net) and *The Prosper Press*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the Town of Prosper Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the respondent shall acknowledge receipt of such addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Prosper reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Prosper utilizes Ion Wave to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through Ion Wave shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Prosper and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to The Town of Prosper Purchasing Office, 250 W. First Street, Prosper, Texas 75078, prior to the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Prosper Purchasing Office serves as the official time clock. Submissions received in the Purchasing Office after the stated deadline shall be refused.

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and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.

10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **TAXES:** The Town of Prosper is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax-Exempt Form will be provided by the Town of Prosper upon request. A request for a Tax-Exempt Form can be submitted in writing to [jcook@prospertx.gov](mailto:jcook@prospertx.gov) or by contacting the Purchasing Office at 972.569.1018.
12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Prosper, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Prosper will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town of Prosper's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town of Prosper's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **BID/PROPOSAL OPENINGS:** All offers will be read aloud at the Town of Prosper's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

The Town of Prosper will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the Town of Prosper's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The Town

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will notify the successful respondent upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

- 19. SUMMARY SHEET:** Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to [jcook@prospertx.gov](mailto:jcook@prospertx.gov). **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
- 20. ANTI-COLLUSION:** In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
- 21. NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, Town Charter, and Town Code of Ethics regarding conflicts of interest. No officer, employee or agent of the Town of Prosper shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 1.10 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.
- 22. NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.
- 23. DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town of Prosper for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
- 24. MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Prosper may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to requirements as outlined in the Special Conditions section of the Contract Document and Specifications.
- 25. AWARD OF CONTRACT:** The Town of Prosper reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.

The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the Town. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
- B. The reputation of the respondent and of the respondent's goods or services;

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- C. The quality of the respondent's goods or services;
  - D. The extent to which the goods or services meet the Town's needs;
  - E. The respondent's past relationship with the Town;
  - F. The total long-term cost to the Town to acquire the respondent's goods or services; and/or
  - G. Any relevant criteria specifically listed herein.
26. **ACCEPTANCE:** Respondent agrees that acceptance of any or all items by the Town of Prosper, Texas, within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
27. **FUNDING:** The Town of Prosper is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available in a subsequent fiscal year.
28. **ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the Town obtained through the Town's Purchasing Office.
29. **DELIVERY PROMISE – PENALTIES:** Where indicated, respondents must provide the number of calendar days required to deliver goods or services to the Town of Prosper after receipt of order (ARO). **Do not quote shipping dates.** When a delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
30. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Prosper location(s).
31. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the Town of Prosper's satisfaction.
32. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, P.O. Box 307, Prosper, Texas 75078, or electronically to ap@prospertx.gov.
33. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.
34. **AUDIT:** The Town of Prosper shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

35. **INSURANCE:** The Town of Prosper requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
36. **INDEMNITY:** The bidder shall defend, indemnify and hold the Town of Prosper, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Prosper, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
37. **PATENT RIGHTS:** The bidder/proposer agrees to indemnify and hold harmless the Town of Prosper from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town pursuant to the contract documents.
38. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.
- The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
39. **TERMINATION FOR DEFAULT:** The Town of Prosper reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the Town to the defaulting contracted vendor.
40. **REMEDIES:** The successful vendor and the Town of Prosper agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
41. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.

## **TOWN OF PROSPER GENERAL CONDITIONS FOR CONSTRUCTION**

Revised February 21, 2020

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**GC.01**     **PURPOSE:** The General Conditions contained herein set forth conditions or requirements common to this Contract and all other construction contracts issued by the Town of Prosper.

**GC.02**     **DEFINITIONS:** The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

**CALENDAR DAY:** Any days of the week or month, no days being excepted.

**CONTRACT DOCUMENTS:** All of the written, printed, typed, and drawn instruments that comprise and govern the performance of the contract as defined by the Construction Agreement.

**ENGINEER:** The ENGINEER of the OWNER or his designee.

**EXTRA WORK:** Work required by the OWNER other than that which is expressly or impliedly required by the Contract Documents at the time of execution of the Contract.

**HOLIDAYS:** The ten official holidays observed by the Town are New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

**OWNER:** The Town of Prosper, Texas, acting through the Town Manager under authority granted by the Town Council.

**OWNER'S REPRESENTATIVE:** The Executive Director of Development and Infrastructure Services of the Town of Prosper or his designee.

**SUB-CONTRACTOR:** Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

**SUBSTANTIALLY COMPLETE:** The condition upon which the Work has been made suitable for use and may serve its intended purpose but may still require minor miscellaneous work and adjustment.

**WORK:** All work to be performed by the CONTRACTOR under the terms of the Contract, including the furnishing of all materials, supplies, machinery, equipment, tools, superintendence, labor, submittals, services, insurance, permits, certificates, licenses, and all water, light, power, fuel, transportation, facilities, and other incidentals.

**WRITTEN NOTICE:** Notice required by the Contract shall be served concurrently to the OWNER'S REPRESENTATIVE, ENGINEER, and/or CONTRACTOR. Notice delivered by mail shall be effective on the postmark date, notice delivered by hand shall be effective the date of delivery, and

notice delivered by facsimile or e-mail shall be effective the date of transmission, provided that any notice served after 5 PM or on a weekend or holiday shall be effective the following business day.

**GC.03 GENERAL RESPONSIBILITIES AND UNDERSTANDINGS:**

- (a) **Intent of Contract Documents:** The intent of the Contract Documents is to prescribe a complete work or improvement, which the CONTRACTOR undertakes to do in full compliance with the plans, specifications, special provisions, proposal and contract. The CONTRACTOR shall do all work as provided in the plans, specifications, special provisions, proposal and contract, and shall do such additional extra work as may be considered necessary to complete the work in satisfactory and acceptable manner. The CONTRACTOR shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the satisfactory prosecution and completion of the work.
- (b) **No Waiver of Legal Right:** Inspection by the OWNER or ENGINEER, any order, measurement, or certificate by OWNER or ENGINEER, any order by the OWNER for payment of money, any payment for or acceptance of any work, or any extension of time, or any possession taken by the OWNER, shall not operate as a waiver of any provisions of the Contract Documents or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other subsequent breach. The OWNER deserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The OWNER reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion, upon the conclusive proof of collusion or dishonesty by the CONTRACTOR or his agents and the ENGINEER or his assistants, discovered in the work after the final payment has been made.
- (c) **Changes and Alterations:** The CONTRACTOR further agrees that the OWNER or ENGINEER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages for anticipated profits on the work that may be dispensed with. If the amount of work is increased, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

- (d) **Discrepancies and Omissions:** It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined by the Construction Agreement shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.
- (e) **Plans and Specifications:** The OWNER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

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- (f) **Ownership of Drawings:** All drawings, specifications and copies thereof furnished by the OWNER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.
- (g) **Adequacy of Design:** It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that, as to the CONTRACTOR only, the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.
- (h) **Line and Grade:** The ENGINEER will furnish control benchmarks for the construction of the Work. The CONTRACTOR shall use the control benchmarks and data shown on the drawings. No construction staking will be provided by the ENGINEER or owner for this project. Any restaking, and all construction staking, required shall be at the sole cost of the CONTRACTOR.
- (i) **Right of Way and Easements:** The OWNER will obtain all necessary right of ways and easements required for the completion of the Work. No work shall be undertaken on nor shall men, tools, equipment, or other supplies occupy any ground outside right of ways and easements. If Contractor wants to work outside right of ways and easements and is able to make an agreement with the Property Owner, then the agreement should be documented and signed by the Property Owner and CONTRACTOR with a copy submitted to the OWNER before work off the easement commences.
- The OWNER will obtain permits and/or license agreements necessary for work to be performed on right of ways or easements owned by other agencies including, but not limited to, the Texas Departments of Transportation, North Texas Tollway Authority, BNSF Railway, and utility companies. The CONTRACTOR shall comply with the conditions of these permits and/or license agreements as if they were a part of the Contract Documents.
- (j) **Existing Utilities and Structures:** The location of existing utilities shown on the plans are based on the interpretation of the best available information and are not warranted by the OWNER or ENGINEER. It shall be the responsibility of the CONTRACTOR to verify and/or locate the various locations of pertinent utilities prior to or during construction. If any utility or irrigation system is broken by the Contractor, it shall be the responsibility of the CONTRACTOR to repair, at his own expense, the damaged line and restore it to its functional use.
- (k) **Right of Entry:** The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire. The CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.
- (l) **Collateral Contracts:** The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

- (m) **Building Commissioning Services:** The OWNER is responsible for obtaining building commissioning services required for the construction of project, and the CONTRACTOR will not be responsible for any charges.
- (n) **Objections and Determinations:** The ENGINEER shall determine all claims disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents. The ENGINEER'S decision shall be rendered in writing within a reasonable time and shall be binding.
- (o) **Owner-Engineer Relationship:** The duties, responsibilities and limitations of authority of the ENGINEER during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and OWNER'S instructions to the CONTRACTOR may be issued through the ENGINEER as if they were issued by the OWNER directly.

#### **GC.04 CONTRACTOR RESPONSIBILITIES:**

- (a) **Contractor Independence:** The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the Contract Documents.
- (b) **Assignment and Subletting:** The CONTRACTOR agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the OWNER or ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.
- (c) **Contractor's Understanding:** It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- (d) **Duty of Contractor:** The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction

- (e) **Supervision by Contractor:** The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.
- (f) **Character of Insurance:** The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the OWNER or ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the OWNER'S or ENGINEER'S written consent.
- (g) **Contractor's Buildings:** The building of structures or the erection of tents or other forms of protection will be permitted only for use as temporary office space or for storage of materials, equipment, and supplies and only at such places as the OWNER or ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the OWNER or ENGINEER. At no time shall employees or agents of the CONTRACTOR occupy such facilities except in conjunction with performance of the Work.
- (h) **Protection of Site:** The Contractor shall protect all structures, walks, pipe lines, trees, shrubbery, lawns and other improvements during the progress of his work and shall remove from the site all debris and unused materials.
- (i) **Sanitation:** Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the OWNER or ENGINEER, and their use shall be strictly enforced.
- (j) **Equipment, Materials, and Construction Plant:** The CONTRACTOR shall be responsible for the care, preservation, conservation, protection and replacement of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, or whether OWNER has taken possession of completed portions of such work, until the entire work is completed and accepted.
- (k) **Water for Construction:** All water used for construction shall be metered. Water for the Initial testing and sterilization of newly installed water facilities will be provided at no cost to the CONTRACTOR. Any retesting of water facilities shall be paid for by the CONTRACTOR at the rates established by the OWNER. All other water required for construction shall be provided by the OWNER at no cost to the CONTRACTOR. The CONTRACTOR must, however, furnish all pipe, hose, and fittings necessary to obtain the water and the pipe used shall be clean and sterilized. The CONTRACTOR shall make arrangements with the OWNER (Public Works Department) prior to using the water.
- (l) **Electrical Services:** The CONTRACTOR is responsible for obtaining electrical service required for the construction of project, and the OWNER will not be responsible for any charges.
- (m) **Losses from Natural Causes:** Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties

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which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

**GC.05 PROTECTION OF PERSONS AND PROPERTY:**

- (a) **Protection Against Claims:** If any person files a claim against the OWNER, OWNER's Agent or CONTRACTOR for personal injury or property damage resulting from, arising out of, or caused by, the operations of the CONTRACTOR, or any Work within the limits of the Project, the CONTRACTOR must either submit to the OWNER a duly executed full release within thirty (30) calendar days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the CONTRACTOR fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the CONTRACTOR has appointed the OWNER as its irrevocable Attorney In Fact authorizing the OWNER to report the claim directly with the CONTRACTOR's liability insurance carrier. This provision is in and of itself a Power of Attorney from the CONTRACTOR to the OWNER, which authorizes the OWNER to take said action on behalf of the CONTRACTOR without the necessity of the execution of any other document. If the CONTRACTOR fails to comply with the provisions of this item, the OWNER, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the CONTRACTOR, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the OWNER. Bankruptcy, insolvency or denial of liability by the CONTRACTOR's insurance carrier shall not exonerate the CONTRACTOR from liability.

As a result of the additional work created to OWNER due to non-response of claims for damages by CONTRACTOR to third parties, CONTRACTOR shall incur penalties for failure to abide by this Special Condition.

The CONTRACTOR shall respond to the claimant in writing regarding the status of the claim, including whether CONTRACTOR disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. CONTRACTOR will be assessed a penalty by OWNER of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty (30) calendar days of its written notice of claim by the City.

To ensure CONTRACTOR compliance, the OWNER shall be notified, by copied correspondence of responses or settlement by CONTRACTOR.

- (b) **Protection Against Accidents to Employees and the Public:** The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.
- (c) **Protection of Adjoining Property:** The CONTRACTOR shall take proper means to communicate with the adjacent or adjoining property owners and protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said

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process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property.

- (d) **Protection Against Royalties or Patented Invention:** The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner.
- (e) **Threats to Persons or Property:** The CONTRACTOR shall respond promptly to any imminent threat to persons or property arising from or in relation to performance of the Work. Failure to promptly correct any threat to persons or property may result in a temporary suspension of work until such time as the threat is resolved.

## GC.06

### **PROSECUTION AND PROGRESS:**

- (a) **Time and Order of Completion:** It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work in such manner as shall be most conducive to economy of construction; provided however, that the order and the time of prosecution shall be such that the work shall be Substantially Completed as a whole and in part in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit prior to beginning work, with each pay estimate, and at other such times as may reasonably be requested by the OWNER or ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

- (b) **Working Hours:** Permissible working hours are 7:00 AM to 7:00 PM Monday through Saturday, excluding holidays. Working hours are enforced by the Town of Prosper Police Department. Any variance to these working hours must be requested by the CONTRACTOR in writing at least two weeks in advance and will require approval from the OWNER upon positive recommendation of the ENGINEER.
- (c) **Extension of Time:** Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or uncontrollable cause or causes beyond the CONTRACTOR'S control, and the OWNER and ENGINEER decides such cause justifies the delay, then an extension of time sufficient to compensate for the delay as determined by the OWNER or ENGINEER shall be allowed for completing the work; provided, however, that the CONTRACTOR shall give the OWNER or ENGINEER prompt notice in writing of the cause of such delay.
- (d) **Hindrances and Delays:** No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

- (e) **Liquidated Damages:** The time of completion is of the essence for this Contract. For each day that any work shall remain uncompleted after the time specified in the Contract or in an executed Change Order, including milestone completion dates, substantial completion, and final completion, the OWNER may deduct the following sum from monies due to the CONTRACTOR for each day the work remains uncompleted:

Amount of Contract	Amount of Liquidated Damages
Less than \$100,000	\$100 per day
\$100,000 to \$1,000,000	\$250 per day
Greater than \$1,000,000	\$500 per day

**GC.07 CONTROL OF WORK AND MATERIAL:**

- (a) **Shop Drawings and Submittals:** The CONTRACTOR shall submit to the OWNER or ENGINEER, with such promptness as to cause no delay in his own work or in that of any other contractor, four (4) checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the OWNER or ENGINEER shall pass upon them with reasonable promptness, noting desired corrections. The CONTRACTOR shall make any corrections required by the OWNER or ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The OWNER'S or ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the OWNER'S or ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the OWNER or ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the OWNER or ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

- (b) **Temporary Traffic Control:** Where the Work is carried on, in or adjacent to any road, alley, sidewalk, trail, or other public space, the CONTRACTOR shall at his own cost and expense furnish, erect and maintain temporary traffic control devices and shall take such other precautionary measures for the protection of persons or property and of the Work as are necessary. A sufficient number and arrangement of temporary traffic control devices shall be erected to keep vehicles and persons from entering on or into any work under construction. The CONTRACTOR's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project has been accepted by the Owner.

All temporary traffic control devices shall be clearly visible at all times of day and night. Signs and barricades shall be constructed of retro-reflective sheeting, and cones and other channelizing devices shall have retro-reflective banding. All temporary traffic control devices shall comply with and have the meanings prescribed by the Texas Manual of Uniform Traffic Control Devices.

The Contractor shall at all times coordinate the closing of any section of road, alley, sidewalk, trail, or other public space with the OWNER or ENGINEER. When such a closing is anticipated to have a duration longer than one (1) hour, the CONTRACTOR shall submit a traffic control plan at least 72 hours in advance to the OWNER or ENGINEER for review and approval.

The CONTRACTOR shall be held responsible for all damage to the Work due to failure of barricades, signs, to protect it, and whenever evidence is found of such damage, the OWNER or ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense.

- (c) **Public Convenience:** Materials stored about the Work shall be so placed, and the Work shall at all times to be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the OWNER. The CONTRACTOR shall make provisions at all roads, alleys, sidewalks, trails, and private driveways for the free passage of pedestrians and vehicles provided that where free passage is impractical or unnecessary in the opinion of the OWNER, the CONTRACTOR may make arrangements satisfactory to the OWNER for the diversion of traffic and shall, at his own expense, provide all material and perform all work necessary for the construction and maintenance of such diversions. The materials excavated, and the construction materials or plant used in the construction of the Work, shall be placed so as not to endanger the Work or prevent free access to all public and private utilities and related appurtenances.

The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards to the public convenience and safety which may come to its attention after twenty-four (24) hours' notice in writing the CONTRACTOR, save in cases of emergency, when it shall have the right to remedy any neglect without notice; and in either case, the cost of such work done by the OWNER shall be deducted from monies due or to become due to the Contractor.

- (d) **Testing of Materials:** Testing and inspection of materials required by the specifications shall be performed by a commercial testing laboratory selected by the CONTRACTOR and approved by the OWNER. Except as otherwise noted, the costs of laboratory tests will be paid by the CONTRACTOR, including any materials or specimens for testing. Any testing of material or workmanship required due to failure will be paid for by the CONTRACTOR. This payment will be made direct to the testing laboratory by the CONTRACTOR.

The CONTRACTOR shall furnish at his own expense, suitable evidence that the materials he proposes to incorporate into the work are in accordance with the specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe, valves, hydrants when it is definite that the material being furnished is in accordance with the manufacturer's or supplier's specifications to which the test results apply. Supplier's evidence of quality and gradation of asphaltic material will be acceptable as long as the material is secured from the sources to which the evidence applies.

Should the CONTRACTOR fail to provide the above information, or should the validity of the above information be called into question, the OWNER shall have the right to require tests to be made by the OWNER's laboratory to obtain this information and the cost therefore shall be borne by the CONTRACTOR or deducted from monies owed by the OWNER to the CONTRACTOR.

- (e) **Trench Excavation Protection:** It is the sole duty, responsibility, and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of a trench safety system to each field condition encountered on the project as required by Part 1926, Sub-part

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P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations. It will be the Contractor's responsibility to identify the soil type and to accurately adjust his trench safety methods according to the OSHA requirements.

- (f) **Explosives:** The use of explosives shall not be permitted.

**GC.08****INSPECTION AND ACCEPTANCE:**

- (a) **Inspection of Work:** Inspection will be performed by representatives of the OWNER, ENGINEER, other reviewing agencies, and their designees. It is the intent of the OWNER to inspect all work on this project. The CONTRACTOR is responsible for verifying with the OWNER, ENGINEER, or other reviewing agencies when an inspector is and is not required. The CONTRACTOR shall furnish the OWNER, ENGINEER, other reviewing agencies, and their designees' reasonable access and facilities for inspecting the Work and determining whether or not the Work is in accordance with the Contract Documents

The CONTRACTOR shall be responsible for all costs associated with verifying the acceptability of work completed without proper inspection, as directed by the OWNER, ENGINEER, or other reviewing agency. If deemed to be unacceptable, the work may be ordered removed at the CONTRACTOR's expense.

- (b) **Inspection Overtime:** The OWNER and ENGINEER will provide inspection staff on weekdays between 8:00 AM and 5:00 PM. Inspection performed outside these hours or on weekends or holidays may be subject to an inspection overtime fee determined by the OWNER and ENGINEER. The CONTRACTOR is responsible for determining inspection overtime rules of other reviewing agencies.
- (c) **Use of Completed Portions:** The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents, nor shall the risk of loss change from CONTRACTOR to OWNER. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the OWNER or ENGINEER may determine.
- (d) **Defects and their Remedies:** If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the OWNER or ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the OWNER or ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.
- (e) **Preliminary Final Inspection:** Upon substantial completion of the Work, the CONTRACTOR shall request a preliminary final inspection of the Work by representatives of the OWNER, ENGINEER, and other reviewing agencies. The OWNER or ENGINEER will provide written notice of any defects to the CONTRACTOR and the CONTRACTOR shall promptly remedy such defects in accordance with the Contract Documents.
- (f) **Final Inspection:** Upon completion of all items identified on the punch list, the CONTRACTOR shall request a final inspection of the Work by representatives of the OWNER, ENGINEER, and other reviewing agencies. If additional defects are noted, the CONTRACTOR shall promptly remedy such



defects and repeat this process. If the Work is found to be acceptable, the OWNER or ENGINEER will provide written notice of Completion of the Work to the CONTRACTOR.

- (g) **Acceptance:** Upon Completion, the CONTRACTOR shall submit to the OWNER or ENGINEER such documentation as is necessary to insure that the work has been completed, subcontractors and suppliers have been paid, any claims received have been settled, and other documentation as required by the OWNER or ENGINEER. If the documentation is found to be acceptable, the OWNER or ENGINEER will issue a written notice of Acceptance of the Work to the CONTRACTOR.

## GC.09

### **MEASUREMENT AND PAYMENT:**

- (a) **Quantities:** The quantities of each item on the bid proposal blank represent the approximate amount of work to be done. Final quantities actually built will be determined and paid for by actual measurements on the ground of the final work completed and documented through a Change Order duly executed by both parties. Bidders are especially notified that no incidental items of work will be paid for unless there appears an item in the proposal blank for such work. It must be strictly understood that the prices bid are for complete and acceptable work.
- (b) **Measurement:** Quantities of individual items of work shall be based on the final, in-place quantity of the item of work, measured or computed using the units specified in the Proposal. Where a discrepancy in measured or computed quantities occurs among the OWNER, ENGINEER, and CONTRACTOR, the parties attempt to reconcile the discrepancy. If no reconciliation is possible, the determination of the ENGINEER shall be used.
- (c) **Progress Payments:** As close as practical to the end of each month in which work has been performed, the CONTRACTOR shall prepare and submit to the OWNER an application for payment showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day immediately preceding the date of such application and the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER'S REPRESENTATIVE and/or ENGINEER shall promptly review CONTRACTOR'S application for payment, shall either approve or modify the total value of the work done by CONTRACTOR and the value of materials delivered on the site, and shall submit to OWNER such application for payment as approved or modified with OWNER'S REPRESENTATIVE'S and/or ENGINEER'S recommendation affixed thereto within ten (10) business days following the receipt of the application from CONTRACTOR.

The OWNER shall pay the CONTRACTOR within thirty (30) days following receipt of the application from CONTRACTOR, less any amount held for retainage or outstanding claims or defective work.

- (d) **Payment Withheld:** The OWNER may withhold any payment otherwise due to the CONTRACTOR. The amount of any withheld payment shall be as necessary to protect the OWNER's interest in the following circumstances:
- (i) unsatisfactory progress of the Work within the CONTRACTOR's control;
  - (ii) reasonable doubt that the Work can be completed for the unpaid balance;
  - (iii) failure of the CONTRACTOR to carry out orders of the OWNER;
  - (iv) defective work not remedied;
  - (v) the filing of a claim against the CONTRACTOR or reasonable evidence that a claim will be filled against the CONTRACTOR;

- (vi) failure of the CONTRACTOR to make payment to subcontractors or suppliers for material and labor used in performance of the Work;
- (vii) unsafe working conditions or threats to persons or property allowed to persist by the CONTRACTOR;
- (viii) failure of the CONTRACTOR to provide work schedules, invoices, or other records requested by the OWNER;
- (ix) use of subcontractors without the consent of the ENGINEER or OWNER;
- (x) or, failure of the CONTRACTOR to keep current redline as-built drawings at the job site or to turn redline as-built drawings over to the OWNER.

#### GC.10 EXTRA WORK AND CLAIMS:

- (a) **Change Orders:** Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by written Change Order prepared by the OWNER for execution by the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the OWNER, the OWNER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

- (b) **Minor Changes:** The OWNER or ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the OWNER or ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the OWNER or ENGINEER for a written Field Order.

Any request by the CONTRACTOR for a change in Contract Price shall be made in writing in accordance with the provisions of this section prior to beginning the work covered by the proposed change.

- (c) **Extra Work:** It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security Old

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Age Benefits and other payroll taxes, and, a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Worker's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The OWNER or ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the OWNER or ENGINEER. The OWNER or ENGINEER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Change Order. The fifteen percent (15%) of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined; save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the OWNER or ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the OWNER or ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and the OWNER or ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to a court of general jurisdiction to decide the matter, otherwise the CONTRACTOR shall waive all claims for payment for Extra Work.

#### **GC.11 CONTRACT TERMINATION**

- (a) **Abandonment by CONTRACTOR:** In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER or ENGINEER, or if the CONTRACTOR fails to comply with the orders of the OWNER or ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

The OWNER may employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

The OWNER under sealed bids, after five (5) days' notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In the case of any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance shall be issued. A complete itemized statement of the contract accounts, certified to by the OWNER or ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

After final completion of the work and in the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners.

- (b) **Abandonment by OWNER:** In case the OWNER shall fail to comply with the terms of this contract within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. Thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the items of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of delivery to OWNER of such certified final statement.
- (c) **Termination of Contract in Case of National Emergency:** Whenever, because of a national emergency, so declared by the President of the United States or other lawful authority, it becomes impossible for the Contractor to obtain all of the necessary labor, material and equipment for the prosecution of the work with reasonable continuity for a period of two (2) months, the Contractor shall within seven (7) days notify the Owner in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If, after investigation, the Owner finds that such conditions exist and that the inability of the Contractor to proceed is not attributable in whole or in part to the fault or neglect of the Contract, then if the Owner cannot after reasonable effort assist the Contractor in procuring and making available the necessary labor, materials, and equipment within thirty (30) days, the Contractor may request the Owner to terminate the contract and the Owner shall within thirty (30) days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for all work executed.

## SPECIAL CONDITIONS

**SC.01 PURPOSE:** The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **CSP NO. 2021-16-B COIT RD AT US 380 PAVING AND STRIPING IMPROVEMENTS**

The Special Conditions supplement the General Conditions and the Standard Specifications and take precedence over any conditions or requirements of the General Conditions and the Standard Specifications with which they are in conflict.

**SC.02 DEFINITIONS:** The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

- **ENGINEER:** The Engineer of Record as shown on the Construction Drawings: John E. Elliot, P.E., RLK Engineering, Inc.

**SC.03 MINIMUM STANDARDS OF RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Prosper may request representation and other information sufficient to determine respondent's ability to meet the minimum standards, including but not limited to:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Have a satisfactory record of performance on a minimum of three (3) completed projects of similar scope, quantities, and cost, within the past five (5) years;
- C. Ability to comply with the required or proposed delivery schedule;
- D. Have a satisfactory record of integrity and ethics; and
- E. Be otherwise qualified and eligible to receive an award.

**SC.04 INTRODUCTION:** The Town of Prosper ("Town") is accepting competitive sealed proposals (CSP) for furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of COIT RD AT US 380\_PAVING AND STRIPING IMPROVEMENTS

The contract will be awarded based on the evaluation criteria stated herein. This document provides interested firms with the information necessary to prepare and submit a proposal for consideration. Proposals are to be submitted in accordance with this document, and the accompanying instructions.

There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All costs directly or indirectly related to preparation of a response to this request for competitive sealed proposals (CSP), any oral presentation required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the Town shall be the sole responsibility of, and shall be borne completely by the proposer.

Proposals for the projects as specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery. The Town reserves the right to reject any or all proposals submitted.

Proposals submitted will be reviewed by Town staff. It is the responsibility of the proposer to ensure the receipt of any and all addenda related to the proposal. It shall be the sole responsibility of the respondent to insure that their proposal is received by the Purchasing Office within the time limit indicated. Late proposals will not be considered.

**CSP NO: 2021-16-B COIT RD AT US 380\_PAVING AND STRIPING IMPROVEMENTS**

**(Document Version 10/20)**

During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process, including an oral presentation to the Town Council.

The Town reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this CSP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. All proposals submitted will remain valid for a period of 90 days subsequent to the CSP due date.

**SC.05 SPECIFICATIONS:** Proposal must meet or exceed the specifications and requirements herein, in order to be considered.

**SC.06 MAINTENANCE BOND:** The Contractor shall procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement.

**SC.07 SUBMITTALS:** In order for your proposal to be considered responsive, the following information must be submitted:

A. Qualifications and Experience

- 1) Outline contractor and subcontractor experience with similar projects, and label as **Attachment A1**.
- 2) Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager) and label as **Attachment A2**.
- 3) Complete and submit the Completed Projects and References Worksheet. And label as **Attachment A3**.
- 4) Submit a copy of an actual project schedule used during construction and label as **Attachment A4**.

B. Pricing

You should respond to all Bid Lines listed on the Proposal Form for this project as follows:

- 1) The Town is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

C. Proposal Conditions

- 1) Contractor must respond to all Conditions in the Proposal Form for this project.

**SC.08 EVALUATION CRITERIA:** A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this CSP may result in disqualification of the submission. The objective of the review committee will be to select the Proposal that provides the best value to the Town. The decision made by the Town of Prosper will be final. The agreement will be awarded based on the following evaluation criteria:

- A. Qualifications and Experience (30%)
- B. Proposed Project Timeline (20%)
- C. Cost Proposal (50%)

**CSP NO: 2021-16-B COIT RD AT US 380\_PAVING AND STRIPING IMPROVEMENTS**

**(Document Version 10/20)**

**SC.09 INTERVIEWS AND PRESENTATIONS:** In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the Proposal. However, the Town reserves the right to conduct interviews with and request presentations from any respondents.

**SC.10 SELECTION AND AWARD:** If the Town is unable to reach an agreement with the first-ranked Contractor, the Town shall terminate further discussions with the first-ranked Contractor, and commence negotiations with the next-ranked Contractor, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Contractor is expressly conditioned upon (1) the Contractor's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the Contractor is notified of the acceptance of its Proposal, and (ii) the Contractor's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Contractor fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Town may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Contractor, or may reject all Proposals.

There will be no contractual obligation on the part of the Town to any Contractor, nor will any firm have any property interest or other right in the contract or work being proposed, unless and until the Agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the selected firm have either been so fulfilled by the firm, or waived in writing by the firm or Town, as applicable.

**SC.11 SUBMISSION OR DELIVERY OF PROPOSAL:** Proposals for the construction services specified will be accepted via email to [lhigginbotham@prospertx.gov](mailto:lhigginbotham@prospertx.gov) or in hard copy in the Engineering Office located in the 2nd Floor Development Services Suite of Town Hall, 250 W. First St., Prosper, Texas 75078.



## TECHNICAL SPECIFICATIONS

**TS.01: GENERAL:** Please reference the Construction Plans for all other technical specifications not contained herein.

## **INSURANCE REQUIREMENTS** **CONSTRUCTION SERVICES**

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

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

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

**B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Explosion Collapse and Underground (XCU) Coverage.
2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

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

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

**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages:

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

2. Workers' Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**

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

***Certificate Holder to be listed as follows:      Town of Prosper  
P.O. Box 307  
Prosper, TX 75078***



# CERTIFICATE OF LIABILITY INSURANCE

Attachment 3  
 DATE (MM) Item 15.  
 07/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Novus Insurance Services 2601 Main Street Ste 720 Irvine CA 92614	<b>CONTACT NAME:</b> Remy Bickoff <b>PHONE (A/C, No, Ext):</b> 949-701-4613 <b>E-MAIL ADDRESS:</b> bickoff@novusinsurancebrokers.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Casualty Insurance Company NAIC # 24074 <b>INSURER B:</b> Western American Insurance Company 44393 <b>INSURER C:</b> Ohio Casualty Insurance Company 24074 <b>INSURER D:</b> Western American Insurance Company 44393 <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Reliable Paving Inc. dba Reliable Commercial 1903 Peyco Drive Arlington TX 76017	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BKO(19) 58 68 08 86	07/02/2019	07/02/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAS (19) 58 68 08 86	07/02/2019	07/02/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	USO (19) 58 68 08 86	07/02/2019	07/02/2020	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWW(19) 58 68 08 86	07/02/2019	07/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Equipment Floater	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		07/02/2019	07/02/2020	Leased/Rented Equipment Occur: 550,000
A	Ltd Pollution Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		07/02/2019	07/02/2020	Aggregate Limit: 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is added as an additional insured with respects to general liability (for ongoing operations and completed operations on a primary and noncontributory basis), auto liability and excess liability with a Waiver of Subrogation (WOS) in their favor. WOS applies to Workers Compensation Policy as well. Above applies as long as there is a Direct Written executed contract with Named Insured Requiring the coverage. 30 day notice of cancellation is required.  
 DBA: Reliable Commercial Construction & Reliable Paving Management

<b>CERTIFICATE HOLDER</b> Town of Flower Mound 2121 Cross Timbers Rd Flower Mound, TX. 75028	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David Paletz</i> David Paletz
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## PLANNING



**To:** Mayor and Town Council

**From:** Alex Glushko, AICP, Planning Manager

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services

**Re:** Town Council Meeting – November 24, 2020

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**Agenda Item:**

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

**Description of Agenda Item:**

Attached are the Preliminary Site Plans and Site Plan that were acted on by the Planning & Zoning Commission at their November 17, 2020 meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

**Attached Documents:**

1. Preliminary Site Plan for Gates of Prosper, Block E
2. Preliminary Site Plan for Prosper United Methodist Church
3. Site Plan for Prosper Trails Office Center
4. Site Plan for Rock Creek Church Temporary Buildings

**Town Staff Recommendation:**

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



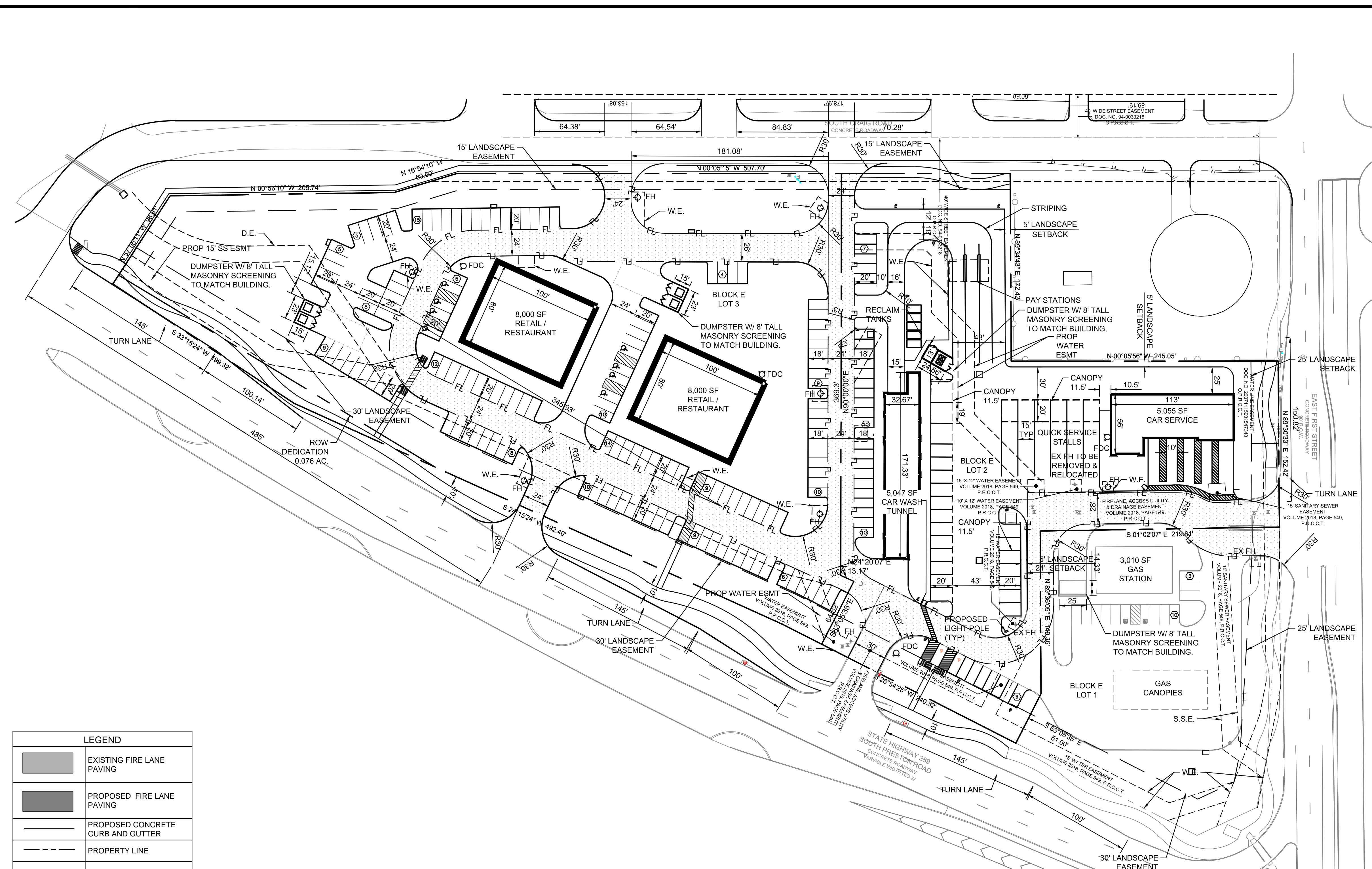
**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
 CLAYMOORE ENGINEERING  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 Engineer: MATT MOORE  
 P.E. No. 98351 Date 11/11/2020

**THE GATES OF PROSPER  
 BLOCK E, LOTS 1, 2 & 3  
 PROSPER, TEXAS**

NO.	DATE	REVISION	BY

**PRELIMINARY SITE PLAN**

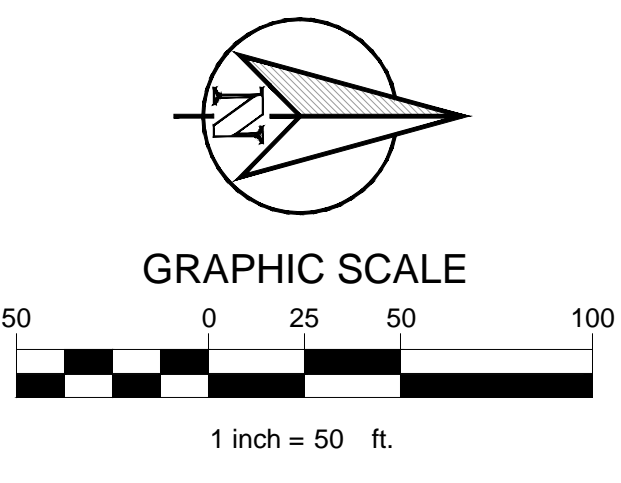
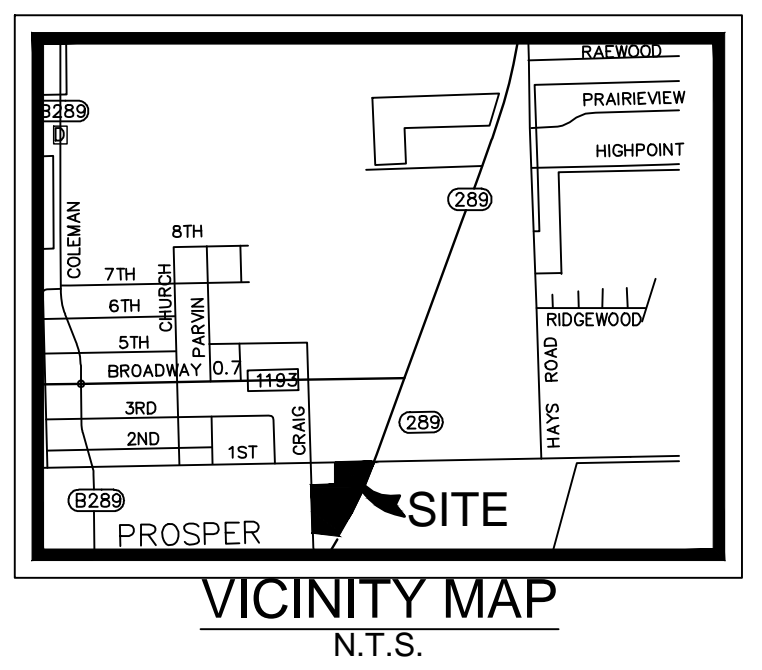
- STANDARD NOTES:**
- ANY REVISIONS TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
  - ALL DIMENSIONS ARE TO BE TAKEN FROM FACE OF CURB.
  - DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING 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 SF 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 OF 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) FEET WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
  - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
  - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
  - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
  - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
  - IMPACT FEES WILL BE IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.
  - OFFICE SPACE USED FOR MEDICAL PURPOSES REQUIRES ADDITIONAL PARKING.
  - THE TRAIL ALIGNMENT IS CONCEPTUAL. FINAL ALIGNMENT WILL BE DETERMINED ON THE SITE PLAN.



**LEGEND**

[Symbol]	EXISTING FIRE LANE PAVING
[Symbol]	PROPOSED FIRE LANE PAVING
[Symbol]	PROPOSED CONCRETE CURB AND GUTTER
[Symbol]	PROPERTY LINE
[Symbol]	FIRE LANE
[Symbol]	EASEMENT LINE
[Symbol]	FULL DEPTH SAW CUT
[Symbol]	PROPOSED FIRE HYDRANT
[Symbol]	FIRE DEPT. CONNECTION

SITE DATA TABLE	BLOCK E, LOT 1	BLOCK E, LOT 2	BLOCK E, LOT 3
EXISTING ZONING	PD-67	PD-67	PD-67
PROPOSED USE	PD-67	PD-67	PD-67
BUILDING HEIGHT	1-STORY / 30'	1-STORY / 30'	1-STORY / 30'
BUILDING AREA	3,010 C-STORE SF	5,047 CAR WASH SF 5,055 CAR SERVICE SF	8,000 REST / RETAIL SF 8,000 REST / RETAIL SF
PARKING REQUIRED	10	20	112
PARKING PROVIDED	13	37	143
LAND AREA (AC)	1.24	2.71	4.07
LAND AREA (SF)	54,031	118,013	177,500
IMPERVIOUS AREA	33,183	90,242	92,361
HANDICAP REQUIRED	1	2	4
VAN HANDICAP PROVIDED	1	2	2
TOTAL HANDICAP PROVIDED	2	2	4
INTERIOR LANDSCAPE REQUIRED	195	555 SF	2370 SF
INTERIOR LANDSCAPE PROVIDED	195	555 SF	2,370 SF
OPEN SPACE REQUIRED	3,782	8,260.91	12,425.00
OPEN SPACE PROVIDED	20,653	8,260.91	22,937.00
COVERAGE	5.60%	8.56%	9.01%
FLOOR RATIO	0.06:1	0.09:1	0.09:1



**GATES OF PROSPER, BLOCK E**

**CASE # : D20-0081**

**OWNER:**  
 380 & 289, LP  
 8000 WARREN PARKWAY  
 FRISCO, TX 75034  
 PH: 972.543.2412  
 CONTACT NAME: SCOTT SHIPP

**APPLICANT/REPRESENTATIVE:**  
 CLAYMOORE ENGINEERING, INC.  
 301 S. COLEMAN, SUITE #40  
 PROSPER, TX 75078  
 PH: 817.201.6922  
 CONTACT NAME: MATT MOORE

**SURVEYOR:**  
 EAGLE SURVEYING, LLC  
 210 S. ELM STREET  
 DENTON, TX 76201  
 PH: 940.222.3009  
 CONTACT NAME: DAN RICK

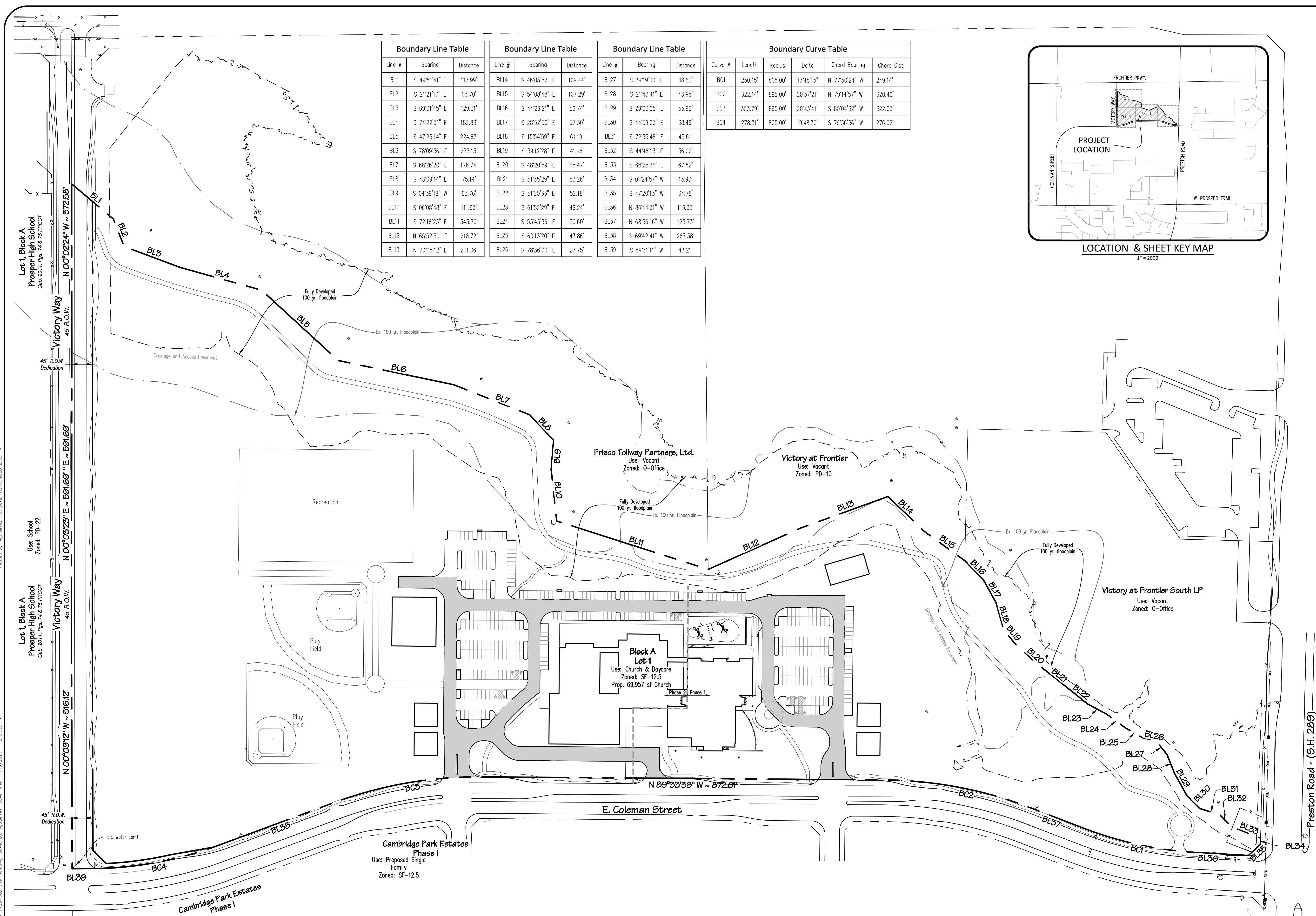
**LEGAL DESCRIPTION:**  
 GATES OF PROSPER, BLOCK E, LOTS 1 - 3  
 8.467 ACRES  
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

**CITY:** PROSPER **STATE:** TEXAS

**COUNTY:** COLLIN **SURVEY:** EDWARD BRADLEY SURVEY **ABSTRACT NO.:** 86

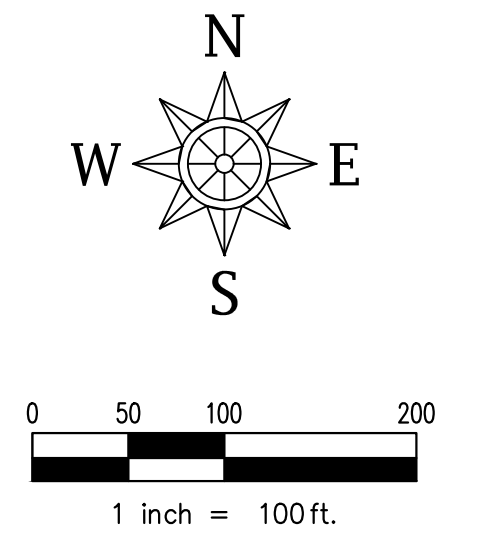
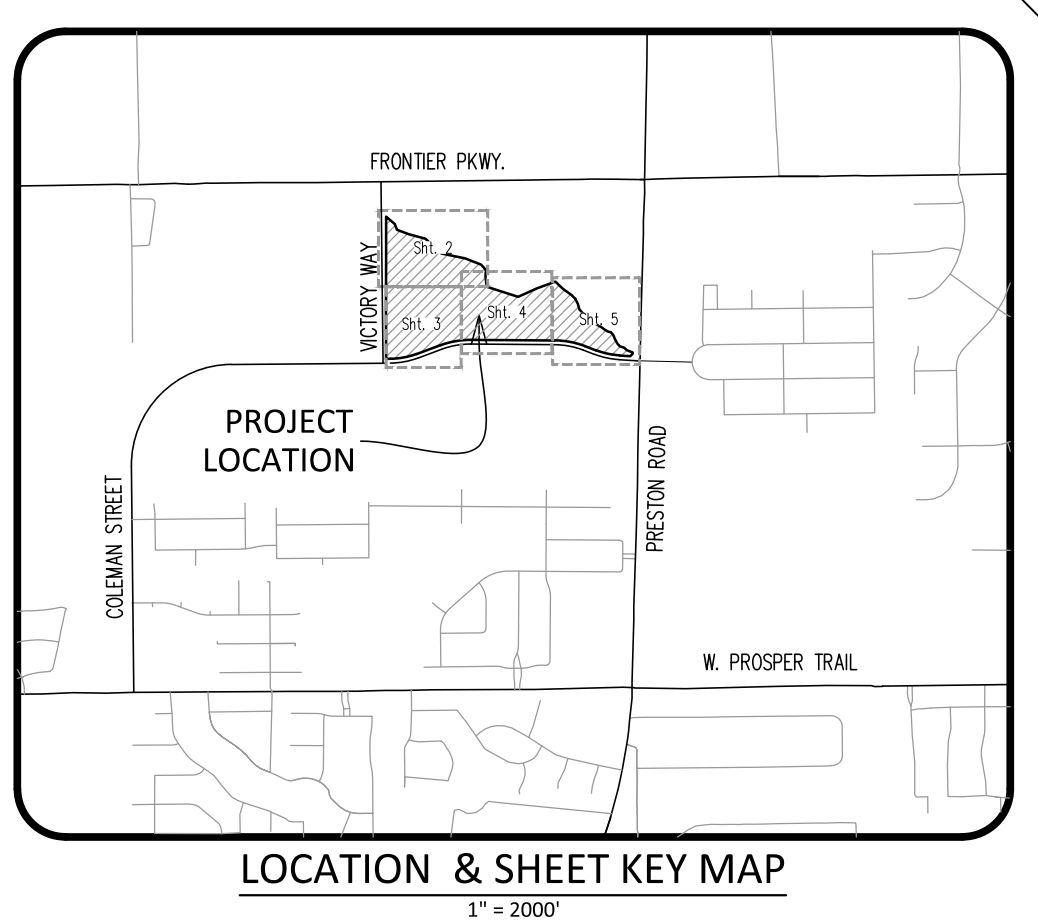
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DRAWN:	ASD
CHECKED:	MAM
DATE:	10/01/2020
SHEET	
<b>PSP-1</b>	
File No.	2020-XX

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Boundary Line Table			Boundary Line Table			Boundary Line Table			Boundary Curve Table					
Line #	Bearing	Distance	Line #	Bearing	Distance	Line #	Bearing	Distance	Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
BL1	S 49°51'41" E	117.99'	BL14	S 46°03'52" E	109.44'	BL27	S 39°19'00" E	38.60'	BC1	250.15'	805.00'	17°48'15"	N 77°50'24" W	249.14'
BL2	S 21°21'10" E	63.70'	BL15	S 54°08'48" E	107.29'	BL28	S 21°43'41" E	43.98'	BC2	322.14'	895.00'	20°37'21"	N 79°14'57" W	320.40'
BL3	S 69°31'45" E	129.31'	BL16	S 44°29'21" E	56.74'	BL29	S 29°03'05" E	55.96'	BC3	323.79'	895.00'	20°43'41"	S 80°04'32" W	322.03'
BL4	S 74°22'31" E	182.83'	BL17	S 28°52'50" E	57.30'	BL30	S 44°59'03" E	38.46'	BC4	278.31'	805.00'	19°48'30"	S 79°36'56" W	276.92'
BL5	S 47°25'14" E	224.67'	BL18	S 15°54'59" E	61.19'	BL31	S 72°35'48" E	45.61'						
BL6	S 78°09'36" E	255.13'	BL19	S 39°12'28" E	41.96'	BL32	S 44°46'13" E	36.02'						
BL7	S 68°26'20" E	176.74'	BL20	S 48°20'59" E	65.47'	BL33	S 68°25'36" E	67.52'						
BL8	S 43°09'14" E	75.14'	BL21	S 51°35'29" E	83.26'	BL34	S 01°24'57" W	13.93'						
BL9	S 04°39'18" W	63.76'	BL22	S 51°20'33" E	52.18'	BL35	S 47°20'13" W	34.78'						
BL10	S 06°08'48" E	111.93'	BL23	S 61°52'29" E	46.24'	BL36	N 86°44'31" W	113.33'						
BL11	S 72°16'23" E	343.70'	BL24	S 53°45'36" E	50.60'	BL37	N 68°56'16" W	123.73'						
BL12	N 65°52'50" E	218.72'	BL25	S 60°13'20" E	43.86'	BL38	S 69°42'41" W	267.38'						
BL13	N 70°08'12" E	201.06'	BL26	S 78°06'00" E	27.75'	BL39	S 89°31'11" W	43.21'						



- Town of Prosper Site Plan 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 Regulation 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.
  - Speedbumps/humps are not permitted within a fire lane.
  - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted uniform Building Code.
  - All signage is subject to Building Official approval.
  - All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
  - All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
  - Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
  - Approval of the site plan is not final until all engineering plans are approved by the 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.
  - Lots shall have frontage on a common access drive or a public street. The common access drive shall be dedicated public access, utility and fire lane easement.
  - All Retaining walls along creek to be stone.
  - All landscape easements must be exclusive of any other type of easement.
  - 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 CO and/or finish out permit may result in additional impact fees and/or parking requirements.
  - Public Hike and Bike Trail is conceptual. Final alignment to be determined at the time of final site plan to be approved by the Town.
  - All environmental studies required to reclaim floodplain shall be submitted at time of site plan.
  - The approval of a preliminary site plan shall be effective for a period of two (2) years from the date that the preliminary site plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of a site plan by the Planning & Zoning Commission. If a site plan is not approved within such (2) year period the preliminary site plan approval is null and void. If site plan approval is only for a portion of the property, the approval of the preliminary site plan for the remaining property shall be null and void.

LOT	ZONING	PROPOSED USE	LOT AREA		BUILDING AREA (SF)	BUILDING HEIGHT	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	PLAYGROUND REQUIRED (65 sf/student @85)	PLAYGROUND PROVIDED
			SF	AC																
1	SF-12.5	CHURCH/DAYCARE (85 Students)	1,661,660	38.146	94,059	49' Max	5.7%	0.057:1	1 per 3 seats	333	336	6	9	5,040	10,025	209,633	116,316	1,122,982	5,525 sf	7,430 sf

**OWNER / APPLICANT**  
 Prosper United Methodist Church  
 205 S. Church Street  
 Prosper, Texas 75078  
 Telephone: (972) 347-2372  
 Contact: Jason McConnell

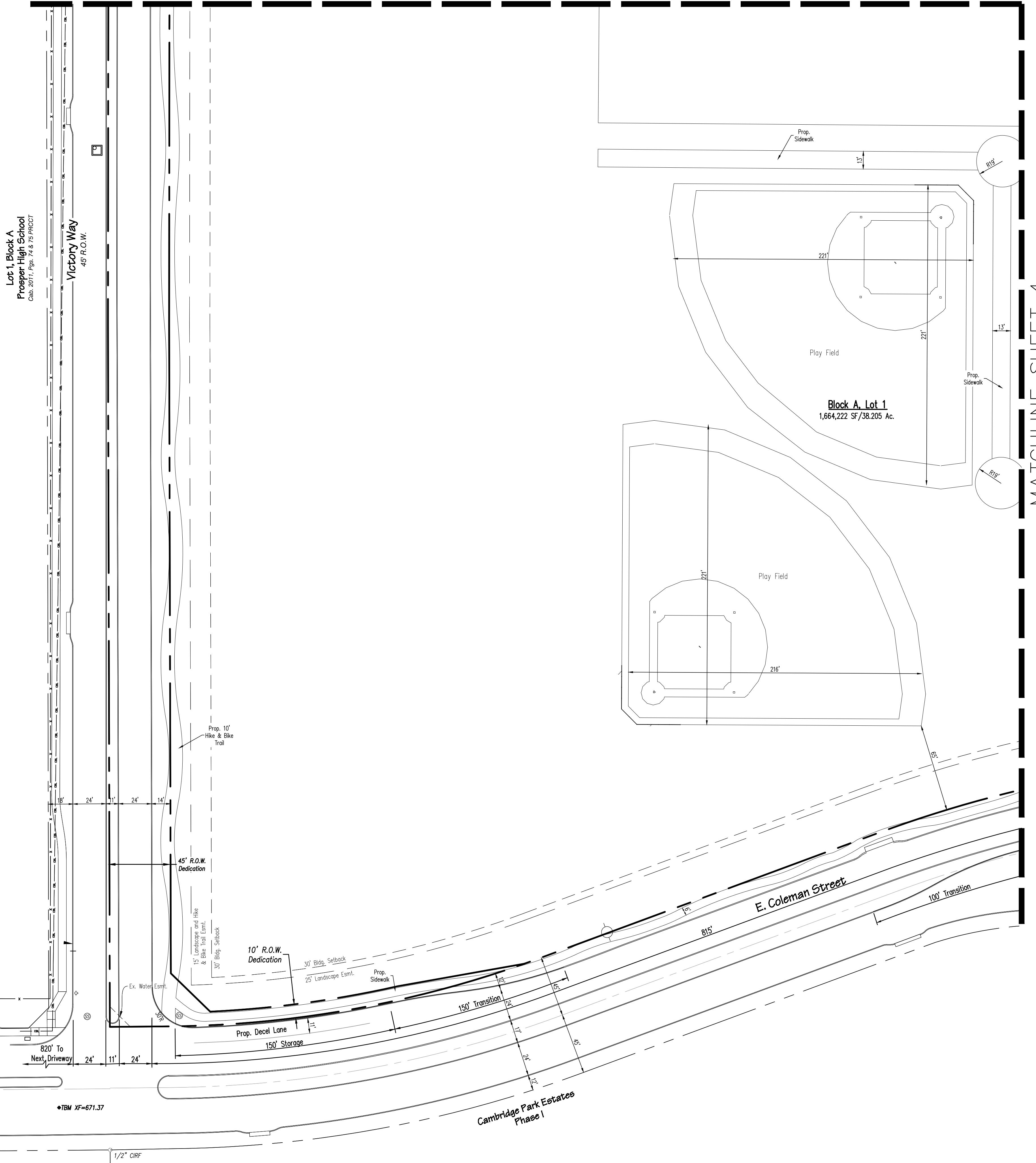
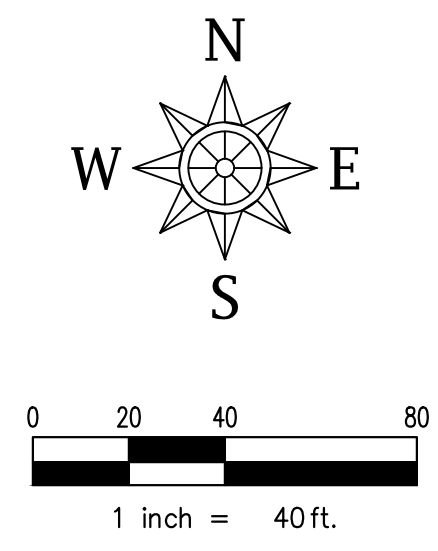
**ENGINEER / SURVEYOR**  
 Spiars Engineering, Inc.  
 TBPE No. F-2121  
 765 Custer Road, Suite 100  
 Plano, TX 75075  
 Telephone: (972) 422-0077  
 Contact: David Bond

CASE No. - D 20-0080  
**PRELIMINARY SITE PLAN**  
**Prosper United Methodist Church Addition**  
 Block A, Lot 1  
 39.696 Acres Gross/38.205 Acres Net  
 SITUATED IN THE  
 A. RICE SURVEY, ABSTRACT NO. 787  
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS





MATCHLINE SHEET 2

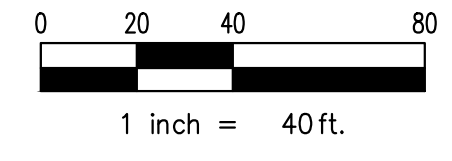
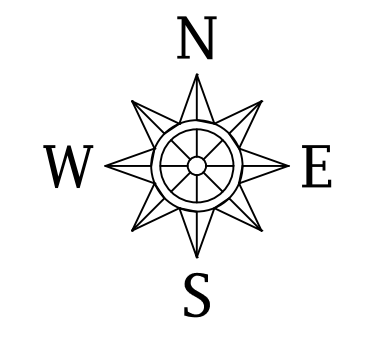
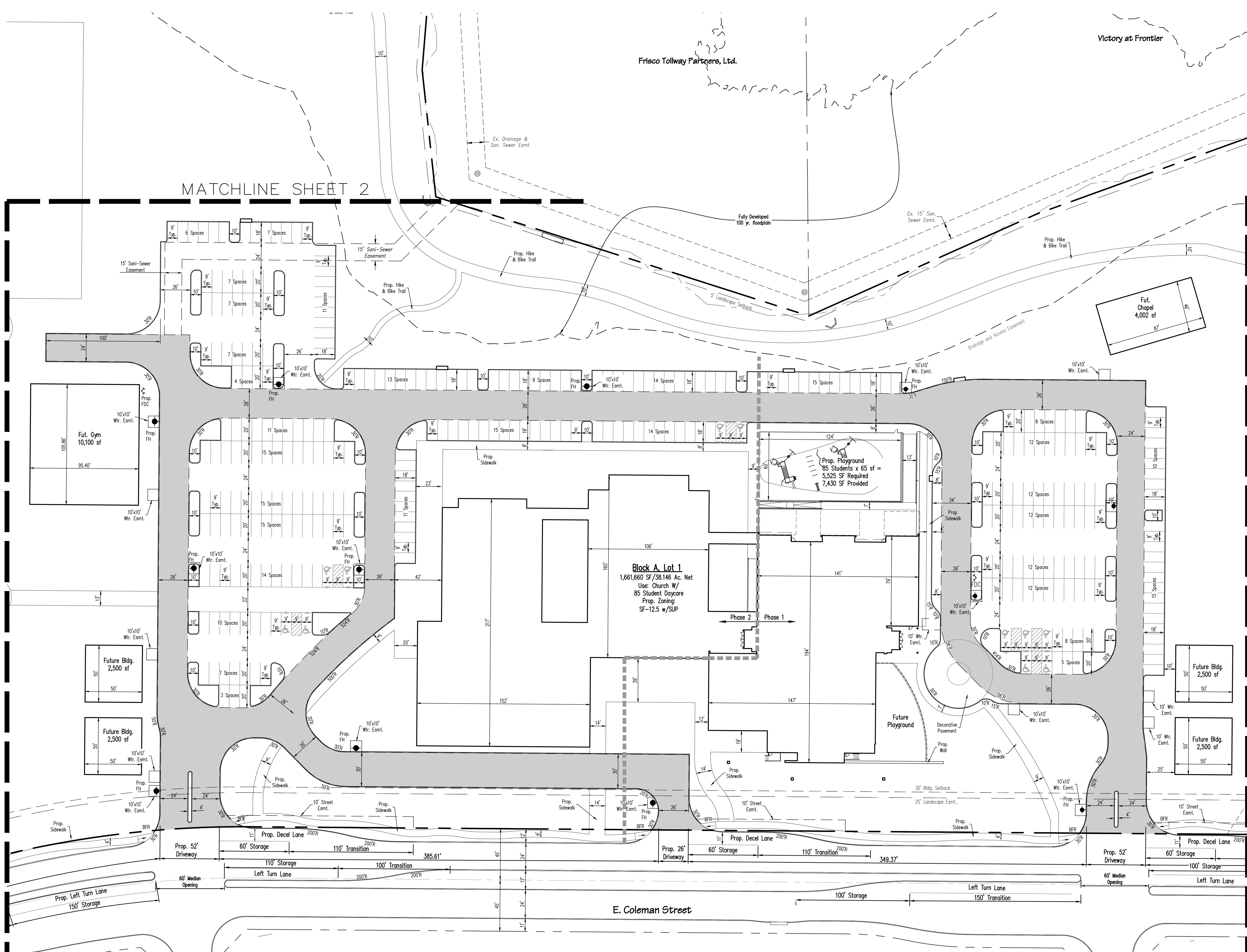


MATCHLINE SHEET 4

CASE No. - D 20-0080  
 PRELIMINARY SITE PLAN  
**Prosper United  
 Methodist Church Addition**  
 Block A, Lot 1  
 39.696 Acres Gross/38.205 Acres Net  
 SITUATED IN THE  
 A. RICE SURVEY, ABSTRACT NO. 787  
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

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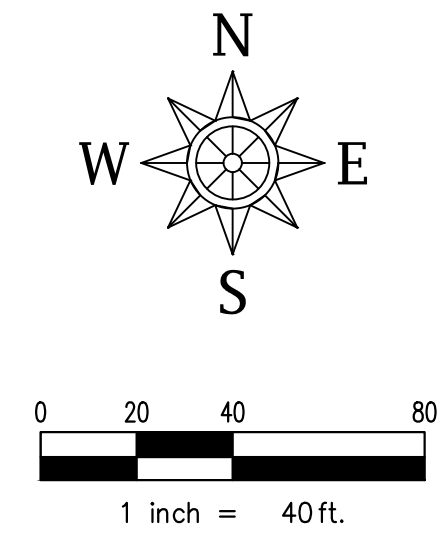
- Town of Prosper Site Plan Notes:**
- Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
  - Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
  - Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Regulation 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.
  - Speedbumps/humps are not permitted within a fire lane.
  - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted uniform Building Code.
  - All signage is subject to Building Official approval.
  - All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
  - All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
  - Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
  - Approval of the site plan is not final until all engineering plans are approved by the Engineering Department.
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  - All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
  - Lots shall have frontage on a common access drive or a public street. The common access drive shall be dedicated public access, utility and fire lane easement.
  - All Retaining walls along creek to be stone.
  - All landscape easements must be exclusive of any other type of easement.
  - 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 CO and/or finish out permit may result in additional impact fees and/or parking requirements.
  - Public Hike and Bike Trail is conceptual. Final alignment to be determined at the time of final site plan to be approved by the Town.
  - All environmental studies required to reclaim floodplain shall be submitted at time of final plat to develop each lot.
  - The approval of a preliminary site plan shall be effective for a period of two (2) years from the date that the preliminary site plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of a site plan by the Planning & Zoning Commission. If a site plan is not approved within such (2) year period the preliminary site plan approval is null and void. If site plan approval is only for a portion of the property, the approval of the preliminary site plan for the remaining property shall be null and void.

**LEGEND**

- FIRELANE ACCESS & UTILITY EASEMENT
- PROPOSED FIRE HYDRANT

CASE No. - D 20-0080  
**PRELIMINARY SITE PLAN**  
**Prosper United Methodist Church Addition**  
 Block A, Lot 1  
 39.696 Acres Gross/38.205 Acres Net  
 SITUATED IN THE  
 A. RICE SURVEY, ABSTRACT NO. 787  
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

LOT	ZONING	PROPOSED USE	LOT AREA		BUILDING AREA (SF)	BUILDING HEIGHT	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	PLAYGROUND REQUIRED (65 sf/student @85)	PLAYGROUND PROVIDED
			SF	AC																
1	SF-12.5	CHURCH/DAYCARE (85 Students)	1,661,660	38,146	94,059	49' Max	5.7%	0.057:1	1 per 3 seats	333	336	6	9	5,040	10,025	209,633	116,316	1,122,982	5,525 sf	7,430 sf



MATCHLINE SHEET 3

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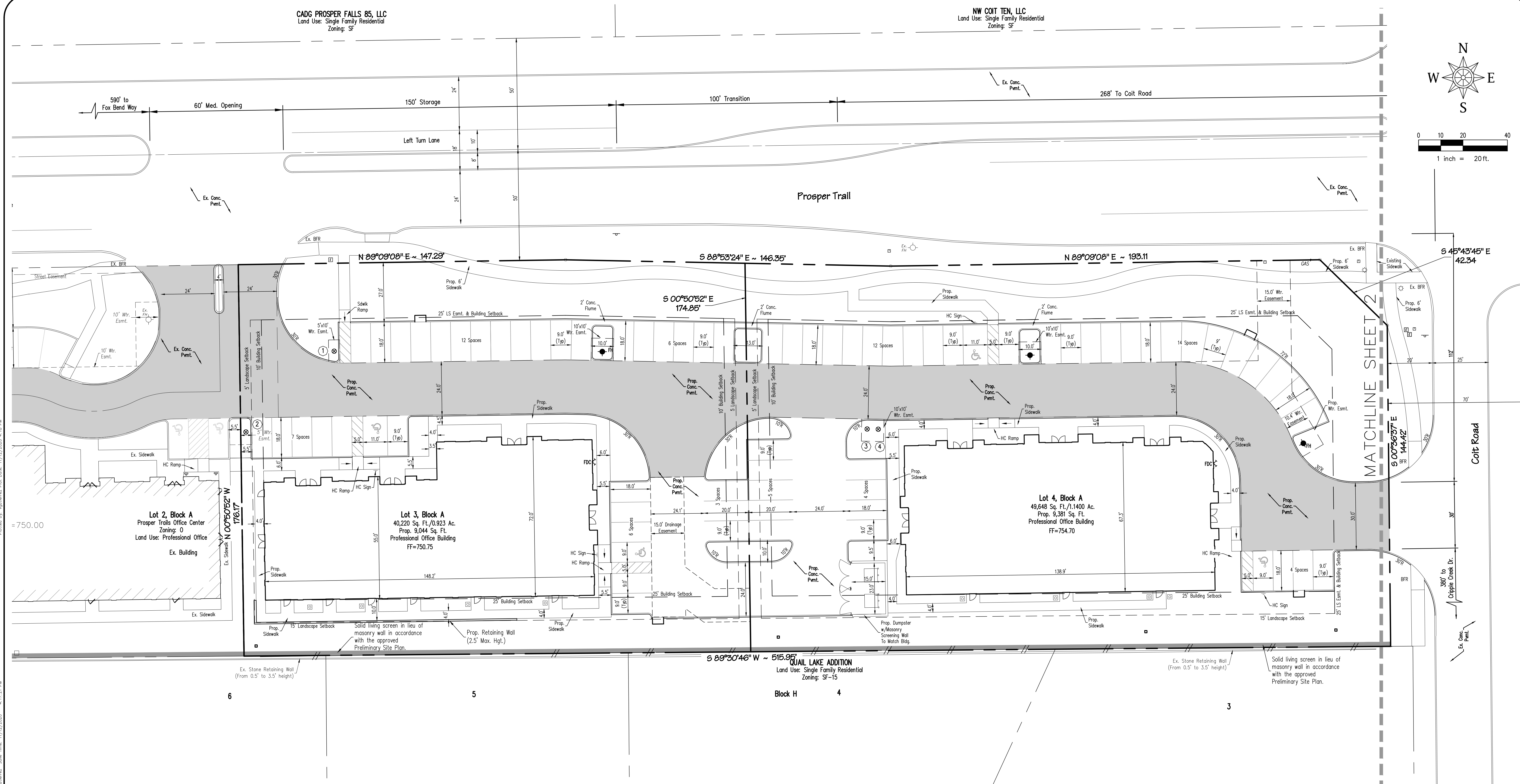
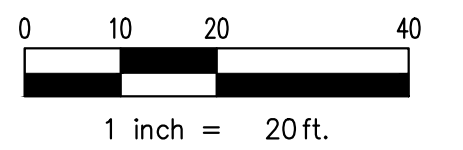
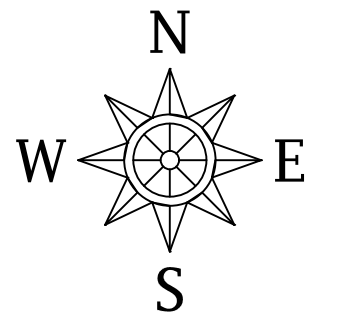
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CASE No. - D 20-0080  
 PRELIMINARY SITE PLAN  
**Prosper United Methodist Church Addition**  
 Block A, Lot 1  
 39.696 Acres Gross/38.205 Acres Net  
 SITUATED IN THE  
 A. RICE SURVEY, ABSTRACT NO. 787  
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

CADG PROSPER FALLS 85, LLC  
Land Use: Single Family Residential  
Zoning: SF

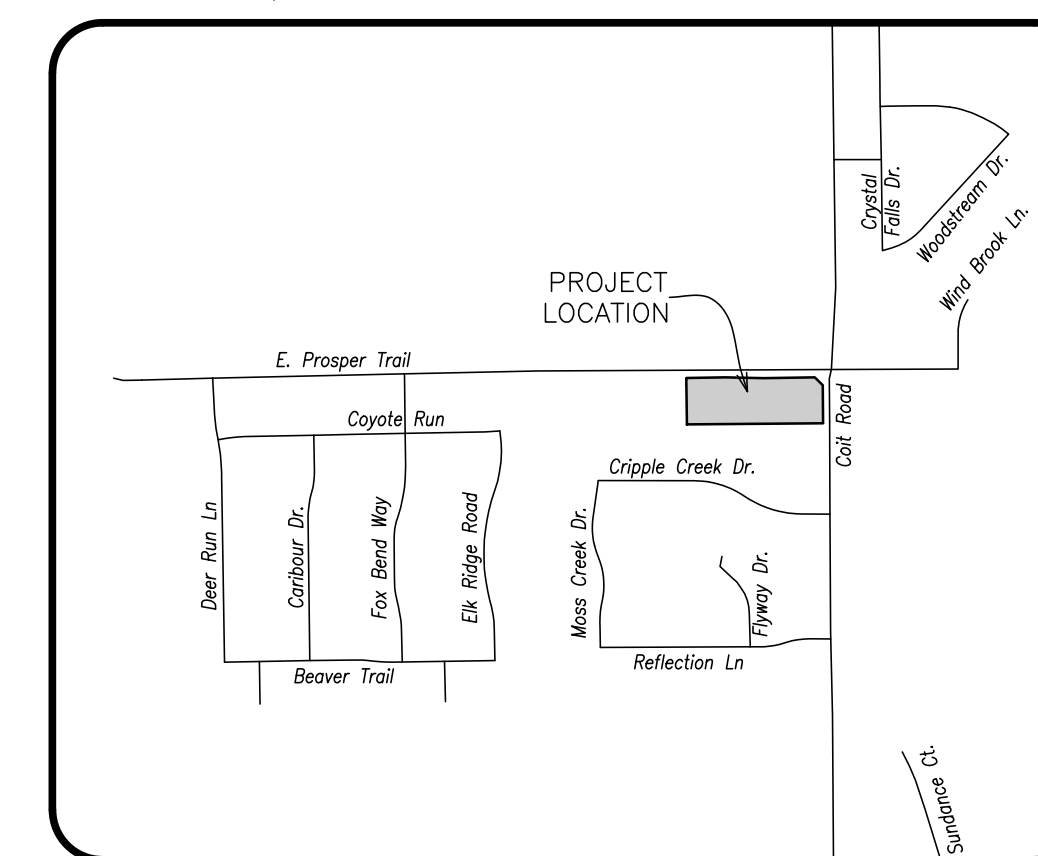
NW COIT TEN, LLC  
Land Use: Single Family Residential  
Zoning: SF



**LEGEND**

- FIRELANE, ACCESS & UTILITY EASEMENT
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSEN" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- LIGHT POLE/STANDARD
- GUY WIRE ANCHOR
- BOLLARD
- SIGNPOST
- OVERHEAD POWER LINE
- CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- WATER METER
- TRAFFIC CONTROL BOX
- PULL BOX
- HVAC UNITS
- PROPERTY LINE

Water Meter & Sewer Schedule				
I.D.	Water Meter Type	Water Meter Size	Water Meter No.	Sewer
①	Irr.	1"	1	-
②	Dom.	1"	1	6"
③	Irr.	1"	1	-
④	Dom.	1"	1	6"

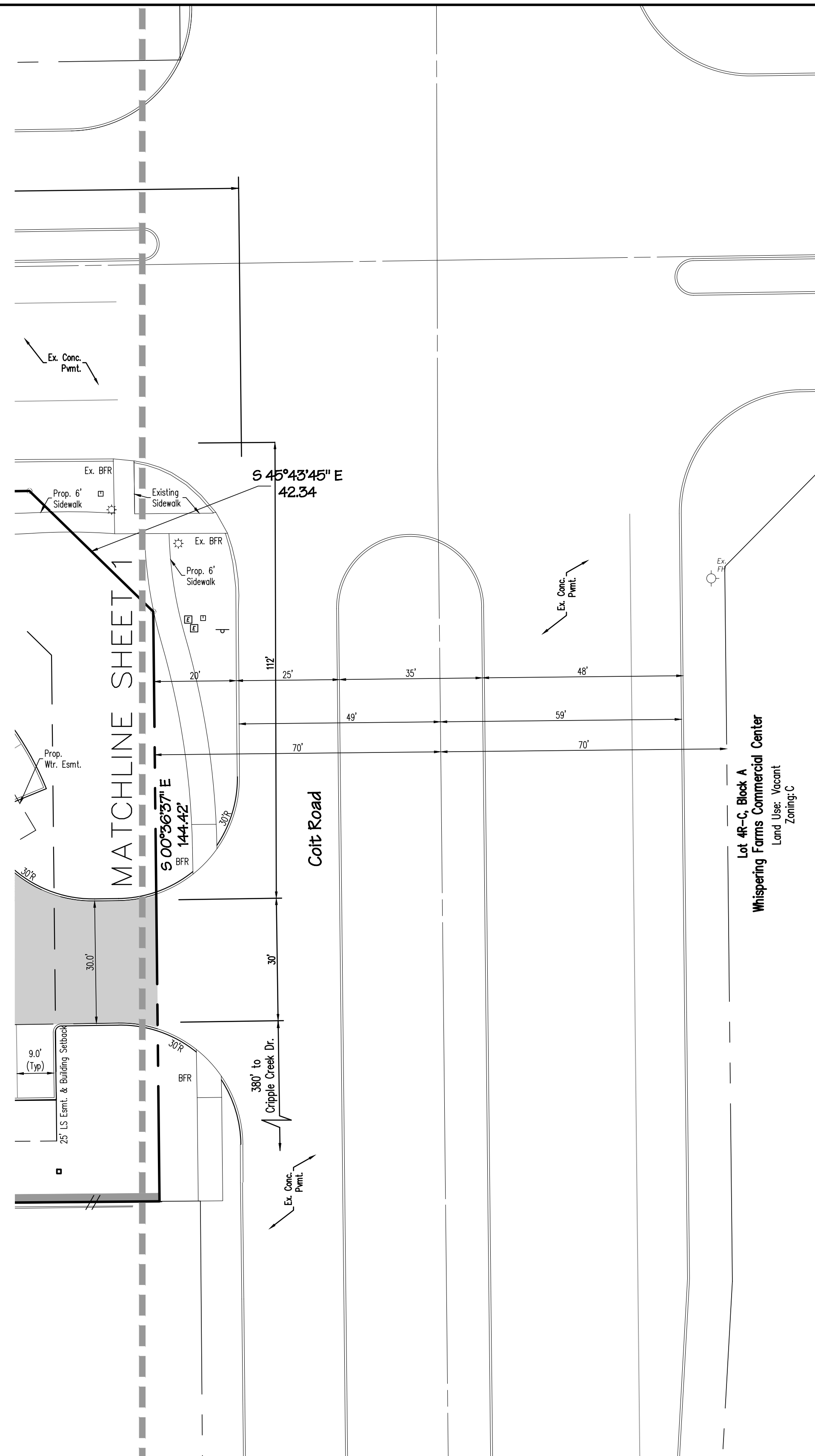
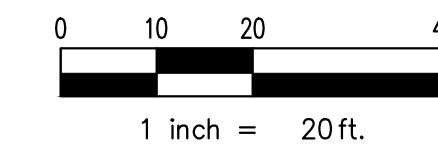
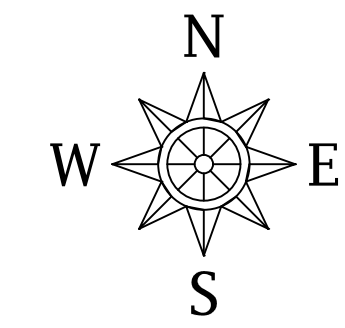


Vicinity Map

Town Case No. - D20-0086  
SITE PLAN  
**PROSPER TRAILS  
OFFICE CENTER**  
BLOCK A, LOTS 3 & 4  
2.06 Acres  
SITUATED IN THE  
WILLIAM BUTLER SURVEY ~ ABST. 112  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER / APPLICANT  
AXI Holdings Plan  
17916 Hillcrest Road  
Dallas, Texas 75252  
Telephone: (214) 957-2764  
Contact: Mike Fazeli

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



**SITE PLAN NOTES**

- 1) Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.
- 2) Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
- 3) Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.
- 4) Landscaping shall conform to landscape plans approved by the Town.
- 5) All elevations shall comply with the Town's Comprehensive Zoning Ordinance requirements.
- 6) Buildings of 5000 square feet or greater shall be 100% fire sprinklered. Alternative fire protection measures may be approved by the Fire Department.
- 7) Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
- 8) Two points of access shall be maintained for the property at all times.
- 9) Speed bumps/humps are not permitted within a fire lane.
- 10) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Uniform Building Code.
- 11) All signage is subject to Building Official approval.
- 12) All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
- 13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- 14) Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential street, and barrier free ramps at all curb crossings shall be provided per Town standards.
- 15) Approval of the Site Plan is not final until all engineering plans are approved by the Town Engineer.
- 16) Site Plan approval is required prior to grading release.
- 17) All new electrical lines shall be installed and/or relocated underground.
- 18) All Mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
- 19) A shared dumpster agreement shall be provided prior to issuance of C.O.
- 20) Private Drainage Easement shall be maintained by the Property Owner's Association.
- 21) 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.
- 22) Office space used for medical purposes requires additional parking.

**Notes:**

1. No floodplain exists on this site.
2. All dimensions are to face of curb or edge of building.
3. No existing trees on site.

SITE DATA	LOT 3 BLOCK A
Zoning	O (Office)
Proposed Use	Professional Office
Lot Area	0.923 Ac. (40,220 Sq. Ft.)
Building Area	9,044 Sq. Ft. Total
Building Height:	1 Story, 33' 7"
Lot Coverage	22.5%
Floor Area Ratio	0.225:1
Parking Required	Professional Office (1:350) 9,044 SF=26 Sp.
Total Parking Provided	34 Sp. (Incl. 2 HC)
Total Impervious Surface	28,742 Sq. Ft.
Required Open Space (7%)	2,815 Sq. Ft.
Provided Open Space	2,051 Sq. Ft.
Required Landscape Area	15 Sq. Ft Per Pkg Sp=510 Sq. Ft.
Provided Landscape Area	1,485 Sq. Ft.

\*The Total Open Space for Lots 1-4, Block A is 638 sq.ft. less than the 7% Open Space Requirement of 12,662 SF

SITE DATA	LOT 4 BLOCK A
Zoning	O (Office)
Proposed Use	Professional Office
Lot Area	1.140 Ac. (49,648 Sq. Ft.)
Building Area	9,381 Sq. Ft. Total
Building Height:	1 Story, 34' 7"
Lot Coverage	18.90%
Floor Area Ratio	0.189:1
Parking Required	Professional Office (1:350) 9,381 SF=27 Sp.
Total Parking Provided	39 Sp. (Incl. 2 HC)
Total Impervious Surface	32,723 Sq. Ft.
Required Open Space (7%)	3,475 Sq. Ft.
Provided Open Space	3,532 Sq. Ft.
Required Landscape Area	15 Sq. Ft Per Pkg Sp=585 Sq. Ft.
Provided Landscape Area	1,852 Sq. Ft.

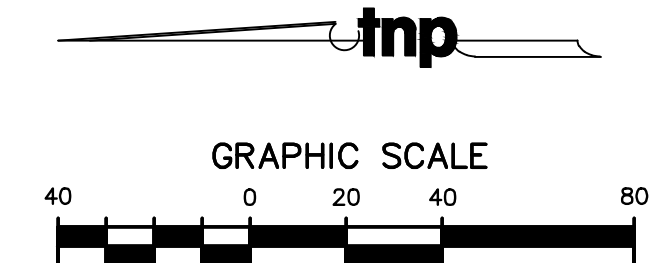
Total Required Parking:	53 Sp.
18,425 Sq. Ft. Professional Office (1 Sp. Per 350 Sq. Ft.)=	53 Sp.
Total Provided Parking (Number Of Spaces)	* 73 Sp. (Incl. HC)

\* A shared parking agreement shall be provided prior to issuance of C.O.

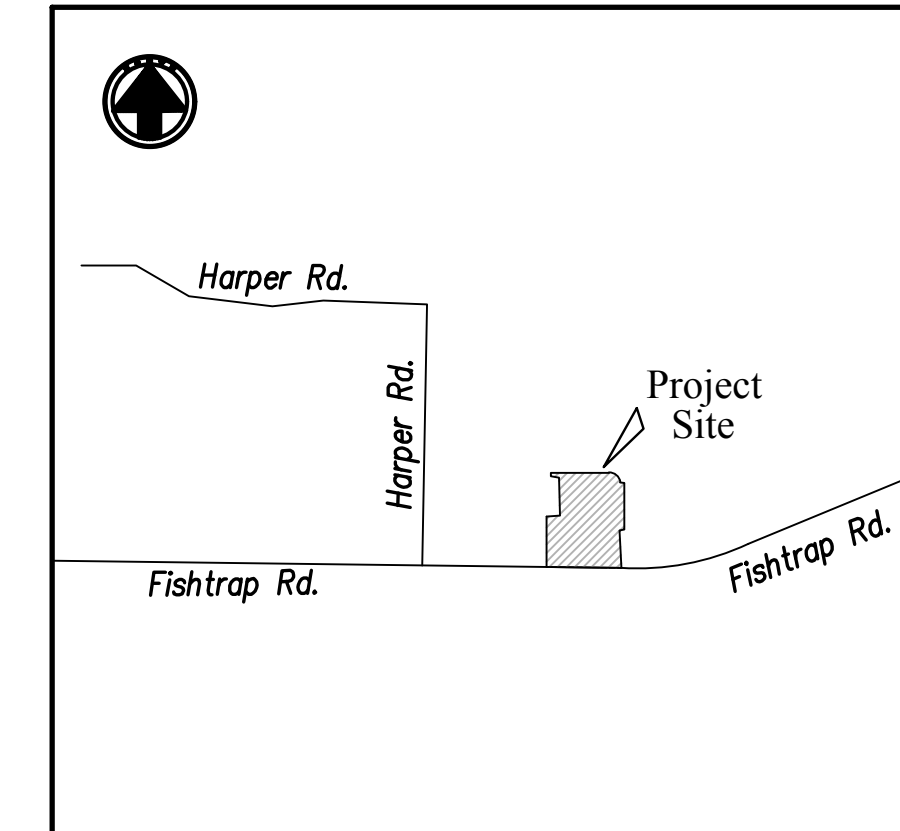
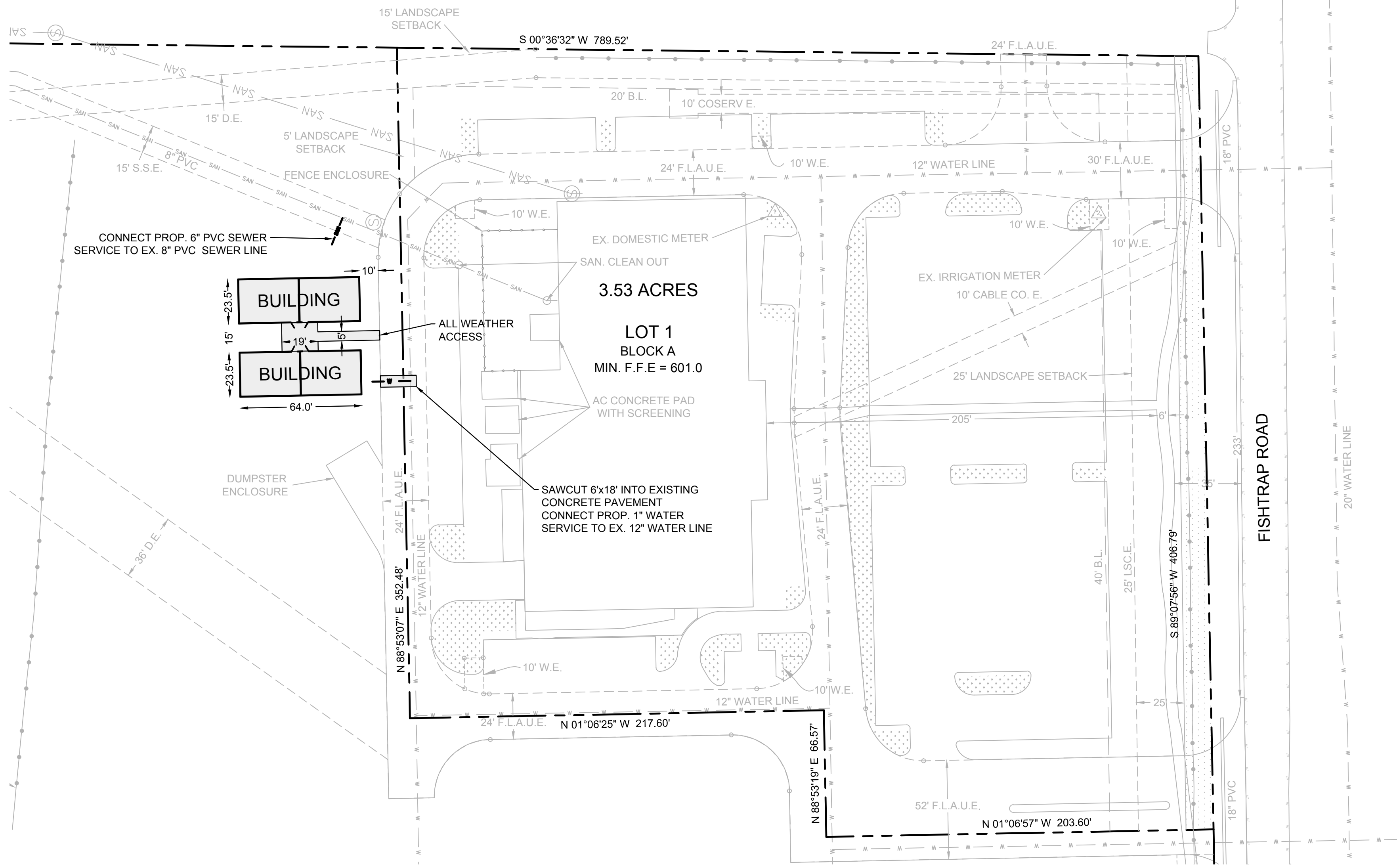
Town Case No. - D20-0086  
 SITE PLAN  
**PROSPER TRAILS  
 OFFICE CENTER**  
 BLOCK A, LOTS 3 & 4  
 2.06 Acres  
 SITUATED IN THE  
 WILLIAM BUTLER SURVEY ~ ABST. 112  
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER / APPLICANT  
 AXI Holdings Plan  
 17916 Hillcrest Road  
 Dallas, Texas 75252  
 Telephone (214) 957-2764  
 Contact: Mike Fazeli

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



A TRACT OF LAND DESCRIBED IN A DEED TO  
MAY PARTNERS, LLC.  
INST. NO. 2014-63637  
O.P.R.D.C.T.



**LOCATION MAP**

**SITE PLAN NOTES**

Any revision to this plan will require town approval and will require revisions to any corresponding plans to avoid conflicts between plans.

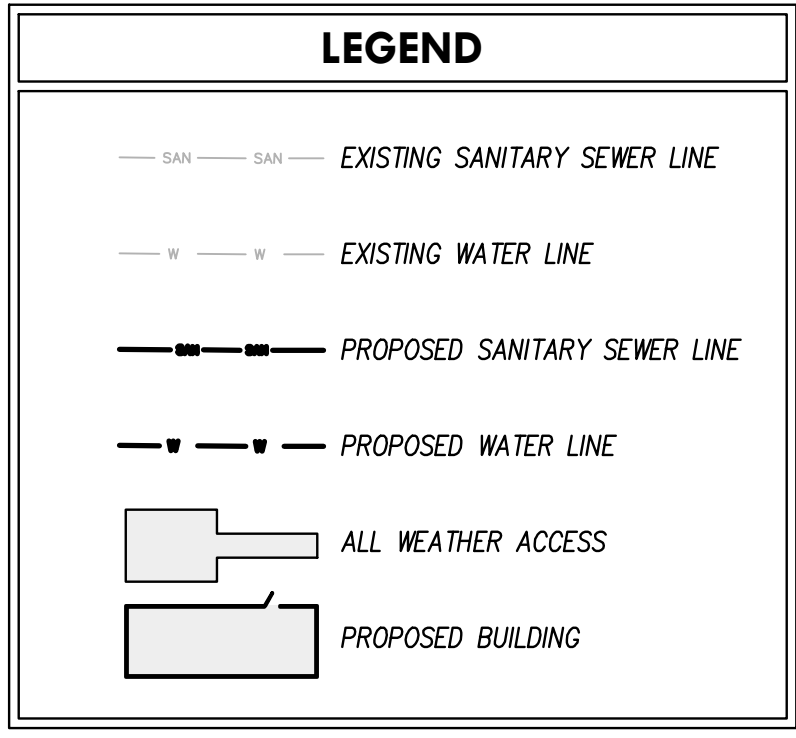
- 1. Dumpsters and trash compactors shall be screened per the Zoning Ordinance.
2. Open storage, where permitted, shall be screened per the Zoning Ordinance.
3. Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
4. Landscaping shall conform to landscape plans approved by the Town.
5. All elevations shall comply with the standards contained within the Zoning Ordinance.
6. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
7. Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
8. Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
9. Two points of access shall be maintained for the property at all times.
10. Speed bumps/humps are not permitted within a fire lane.
11. Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
12. The fire lanes shall be a minimum of 24 feet wide. Amendment 503.2.1
13. Buildings more than 30 feet in height are required to have a minimum of a 26-foot wide fire lane in the immediate vicinity for firefighting operations of the building. One of the 26-foot wide fire lanes shall be located a minimum of 15 feet from the building and no more than 30 feet. Appendix D105
14. The inside turning radius of the 24-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
15. The inside turning radius of the 26-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
16. Dead-end fire lanes are only permitted with approved hammerheads.
17. Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
18. As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (30') for all developments, and facilities other R3. R-3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant-to-hydrant, not as the "crow flies." Amendment 507.5.1
19. Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant and 50 feet of a fire lane. 5" Storj. 30-degree downward turn with locking cap. Amendment 507.5.1
20. Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire land and shall not be located in the bulb of a cul-de-sac. Amendment 507.5.1
21. There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
22. A minimum 10-foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
23. The maximum dead-end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius. Amendment 503.1.5
24. One- and two-family dwellings automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one- and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m2) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35') from grade. IRC-2015 Amendment R313.2
25. Handicapped parking area and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted building code.
26. All signage is subject to Building Official approval.
27. All fences and retaining walls shall be shown on the Site Planned are subject to Building official approval.
28. All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
29. Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets and barrier-free ramps at all curb crossings shall be provided per Town Standards.
30. Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Services Department
31. Site Plan Approval is required before the grading release.
32. All new electrical lines shall be installed and/or relocated underground.
33. All mechanical equipment shall be screened from public view per the Zoning ordinance.
34. All landscape easements must be exclusive of any other type of easement.
35. Impact fees will be assessed per the land use classification(s) identified on the Site Data Summary Table;
36. however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
37. The approval of a Site Plan shall be effective for eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the Site Plan approval, together with any preliminary Site Plan for the property, is null and void.

OWNER
CHURCH OF CELEBRATION METRO, INC.
CONTACT: DEKE ALEXANDER
28691 HARPER ROAD
PROSPER, TEXAS 75076
PH MAIN: 972.822.9598

CIVIL ENGINEER
TNP, INC.
CONTACT: MATT ATKINS, P.E.
825 WATTERS CREEK BLVD., SUITE M300
ALLEN, TEXAS 75013
PH MAIN: 214.461.9867
PH DIRECT: 972.833.6872
EMAIL: MATKINS@TNPINC.COM

B.L. = BUILDING LINE
S.S.E. = SANITARY SEWER EASEMENT
W.E. = WATER EASEMENT
D.E. = DRAINAGE EASEMENT
COSERVE.E. = COSERVE ELECTRIC EASEMENT
F.L.A.U.E. = FIRELANE, ACCESS & UTILITY EASEMENT

WATER METER SCHEDULE table with columns TYPE, SIZE, SAN.



Drawing: C:\Prospecta\2020\RockCreek\_Church\_Prospert\_Site\_Plan\_VAD\SITE PLAN.dwg at Oct 30, 2020 - 3:09pm by jhowell
Layout: SITE PLAN - xref: XREF-BORDER.dwg - 170209.FINAL-CONVEYANCE.DWG

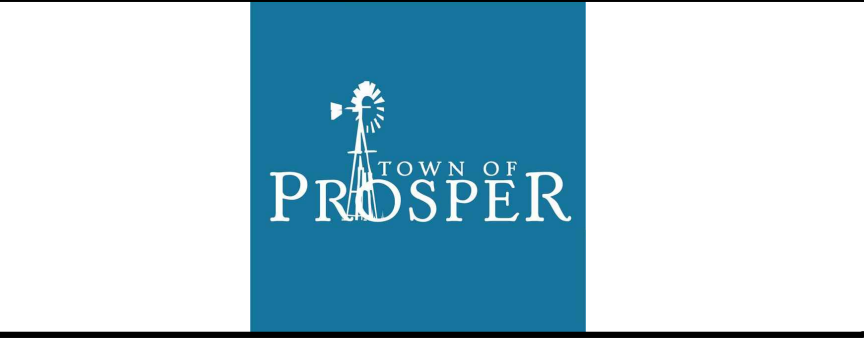
Revision table with columns no., revision, by, date.



teague nall and perkins, inc
825 Watters Creek Blvd., Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
www.tnpsc.com
TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GBPE: PEF007431; TBAE: BR 2673



scale
when bar is
1 inch long
horiz 1"=40"
vert N/A
Oct-2020



Town of Prosper, Texas
Improvements for
RockCreek Church
SITE PLAN

tnp project
sheet
1
of
1



## ENGINEERING SERVICES

**To: Mayor and Town Council**

**From: Rebecca Zook, Executive Director of Development and Infrastructure Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – November 24, 2020**

**Agenda Item:**

Consider and act upon approving a resolution supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold or Brown Alternative Segment B alignments as presented by TxDOT on October 12 and 29, 2020, due to the negative impacts on existing and future development within the southeast quadrant of the Town of Prosper since the alternative alignments are inconsistent with the Town's Thoroughfare Plan and current alignment of said highway.

**Description of Agenda Item:**

As Council is aware, TxDOT conducted a feasibility study regarding the identification for an alignment for the future Controlled Access Highway of U.S. Highway 380 that began in 2017 and culminated in a formal report in March 2020. The Town of Prosper was heavily involved throughout the 3-year process by clearly identifying and supporting an alignment within the limits of the Town. As part of the Town's participation and in an effort to show support and cooperation, the Town passed four (4) Resolutions between April 2017 and May 2019 clearly identifying the preferred alignment within the Town's jurisdictional limits. At the completion of the U.S. 380 Collin County Feasibility Study Final Report and Implementation Plan referenced above and completed in March 2020, the Town was both pleased and satisfied with the recommended alignment represented within the report.

The Town recently participated in two meetings with TxDOT. The initial meeting on October 12, 2020, was an update and initiation meeting for the next phase in the process with TxDOT – US 380 Environmental Impact Statement from Coit Road to FM 1827 (EIS). The subsequent meeting was a formal Agency Scoping meeting held on October 29, 2020. In both meetings, the Town was introduced to the inclusion of a new corridor being studied by TxDOT within the boundaries of the Prosper limits – shown on the attached Exhibits (Entitled Gold Alternative and Brown Alternative Segment B Alignments). During the meeting, the Town representatives clearly expressed non-support for consideration of the new alignment(s), and reaffirmed the Town's position supporting the existing alignment of U.S. Highway 380 as shown on the Town's Thoroughfare Plan.

In addition to the Town's reaffirmation of the preferred and recommended alignment, the Town also shared information related to existing and future developments located within and along the new Segment B corridor. As a direct result of this information, the TxDOT representatives appeared surprised and requested that the Town provide them with any information regarding existing and future developments within the corridor. On October 23, 2020, the Town provided the attached Prosper Development Map (Map) to TxDOT for their information and use. The Map identifies

numerous developments under construction, designed or moving through the development/zoning process within or within the vicinity of the Segment B corridor.

In response to TxDOT's consideration of the Gold or Brown Alternative Segment B alignments, alignments that do not comply with the Town's prior resolutions, the adopted Thoroughfare Plan and TxDOT's Feasibility Study for this corridor dated March 2020, the Town Council stands by the following:

- The Town Council supports the current alignment of U.S. Highway 380 expanding to a Limited Access Roadway (LAR).
- The Town Council expresses its strong opposition to any alignment that is not consistent with the current alignment of U.S. Highway 380 in the Town.
- The Town Council expresses strong opposition to the consideration of the corridor entitled the Gold Alternative Segment B and the Brown Alternative Segment B that is not in alignment with the Town's Thoroughfare Plan, and the Town Council expresses no support for any amendment to its Thoroughfare Plan relative to the Gold or Brown Alternative Segment B Alignments.

In response to the commencement of the two (2) year process of the US 380 Coit Road to FM 1827 Environment Impact Study/Statement and Design Schematic process being conducted by TxDOT, Town staff recommends the Town Council approve a new resolution strongly opposing any alignment options for U.S. Highway 380 within the corporate limits of the Town of Prosper other than that which exists along the current alignment. The attached resolution states the following:

- The Town Council supports the current alignment of U.S. Highway 380 expanding to a Limited Access Roadway (LAR).
- The Town Council continues to support TxDOT's Recommended Alignment as presented in both the May 6, 2019 Public Meeting and included within the U.S. 380 Collin County Feasibility Study Final Report completed in March 2020.
- The Town Council expresses its strong opposition to any alignment that is not consistent with the current alignment of U.S. Highway 380 in the Town.
- The Town Council expresses its strong opposition to any proposed alignment consideration of the Gold or Brown Alternative Segment B alignment options for U.S. Highway 380 within the corporate limits of the Town of Prosper that is not consistent with the Town's Thoroughfare Plan and as presented during the Agency Scoping Meeting for the U.S. 380 EIS Coit Road to FM 1827 within the limits of the Town on October 12 and 29, 2020.
- The Town Council directs Town staff not to coordinate with TxDOT or any other entity related to the preservation of right-of-way for the expansion of U.S. Highway 380 as a Limited Access Roadway while there exists alternative options for U.S. Highway 380 within the corporate limits of the Town of Prosper.

**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. Gold Alternative Segment B Alignment – US 380 EIS – Coit Road to FM 1827
3. Brown Alternative Segment B Alignment– US 380 EIS – Coit Road to FM 1827
4. Town of Prosper Thoroughfare Plan



**Town Staff Recommendation:**

Town staff recommends that the Town Council approve a resolution supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold or Brown Alternative Segment B alignments as presented by TxDOT on October 12 and 29, 2020, due to the negative impacts on existing and future development within the southeast quadrant of the Town of Prosper since the alternative alignments are inconsistent with the Town's Thoroughfare Plan and current alignment of said highway.

**Proposed Motion:**

I move to approve a resolution supporting U.S. Highway 380 as a Controlled Access Roadway and strongly oppose the consideration of the Gold or Brown Alternative Segment B alignments for U.S. Highway 380 within the corporate limits of the Town of Prosper that are inconsistent with the Town's Thoroughfare Plan and current alignment of said highway.

## TOWN OF PROSPER, TEXAS

## RESOLUTION NO. 2020-\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUPPORTING U.S. HIGHWAY 380 AS A CONTROLLED ACCESS HIGHWAY; CONTINUE SUPPORTING THE TXDOT RECOMMENDED ALIGNMENT AS PRESENTED ON MAY 6, 2019, FOR U.S. HIGHWAY 380 WITHIN THE CORPORATE LIMITS OF THE TOWN; STRONGLY OPPOSING ANY PROPOSED ALIGNMENT CHANGE, ENTITLED GOLD OR BROWN ALTERNATIVE SEGMENT B ALIGNMENTS WITHIN THE CORPORATE LIMITS OF THE TOWN OF PROSPER AND THAT IS IN CONFLICT WITH EXISTING AND FUTURE DEVELOPMENT ALONG SAID ALTERNATIVES, THAT IS NOT CONSISTENT WITH THE TOWN'S THOROUGHFARE PLAN AND CURRENT ALIGNMENT OF SAID ROADWAY; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Department of Transportation (TxDOT) held three public meetings in October 2018 relative to a feasibility study of expanding U.S. Highway 380 in Collin County to a Limited Access Roadway, or more commonly referred to by TxDOT as a Controlled Access Highway; and

**WHEREAS**, previous public meetings earlier in 2018 did not include a bypass option for U.S. Highway 380 within the Town's corporate limits; and

**WHEREAS**, the Town of Prosper has adopted four prior resolutions in support of the current alignment of U.S. Highway 380 expanding to a Limited Access Roadway (LAR) within the corporate limits of the Town; and

**WHEREAS**, the Town's Thoroughfare Plan, adopted after multiple public hearings and intensive citizen input, depicts U.S. Highway 380 along its current route; and

**WHEREAS**, TxDOT presented the TxDOT Recommended Alignment for U.S. Highway 380 in Collin County at a public meeting on May 6, 2019; and

**WHEREAS**, the TxDOT Recommended Alignment for U.S. Highway 380 in the Town is consistent with the current alignment of U.S. Highway 380 and the Town of Prosper's Thoroughfare Plan.

**WHEREAS**, TxDOT finalized the US 380 Collin County Feasibility Study Final Report and Implementation Plan in March 2020, including the Recommended Alignment for U.S. Highway 380 along the current alignment within the Town; and

**WHEREAS**, TxDOT held an Overall Project Update Meeting on October 12, 2020 and then a more detailed Agency Scoping Meeting on October 29, 2020, for the U.S. Highway 380 Environmental Impact Study (EIS) from Coit Road to FM 1827 and introduced a new Gold and Brown Alternative Segment B Alignments within the Town limits; and

**WHEREAS**, the alternative Segment B alignments are incongruent with Resolution No. 19-24 and the Town's Thoroughfare Plan both approved by Council; and

**WHEREAS**, the alternative Segment B alignments negatively impact existing and planned future developments within the Town to include a Charter School under construction, and Residential & Commercial/Retail development in various stages of the development process and within close proximity to a future Prosper ISD High School, as shown in the Prosper Development Map, attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council further declares its opposition to any alignment of the U.S. Highway 380 in the Town that is not consistent with the current alignment of U.S. Highway 380.

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

### **SECTION 1**

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

### **SECTION 2**

The Town Council of the Town of Prosper, Texas, supports U.S. Highway 380 being a Controlled Access Highway.

### **SECTION 3**

The Town Council hereby continues to express its strong support for the TxDOT Recommended Alignment presented by TxDOT at the May 6, 2019, Public Meeting and as included within the U.S. 380 Collin County Feasibility Study Final Report completed in March 2020 for the section within the corporate limits of the Town of Prosper, thereby acknowledging that the future expansion of U.S. Highway 380 will remain in its current alignment within the corporate limits of the Town, consistent with the Town's Thoroughfare Plan.

### **SECTION 4**

The Town Council expresses its strong opposition to any alignment that is not consistent with the current alignment of U.S. Highway 380 in the Town.

### **SECTION 5**

The Town Council hereby expresses its strong opposition to any proposed alignment consideration of the Gold or Brown Alternative Segment B alignment options for U.S. Highway 380 within the corporate limits of the Town of Prosper that is not consistent with the Town's Thoroughfare Plan and as presented during the Agency Scoping Meeting for the U.S. 380 EIS Coit Road to FM 1827 within the limits of the Town on October 12 and 29, 2020.

### **SECTION 6**

The Town Council hereby directs Town staff not to coordinate with TxDOT or any other entity related to the preservation of right-of-way for the expansion of U.S. Highway 380 as a Controlled Access Roadway while there exists alternative options for U.S. Highway 380 within the corporate limits of the Town of Prosper.

**SECTION 7**

Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

**SECTION 8**

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 24TH DAY OF NOVEMBER, 2020.**

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

**ATTEST:**

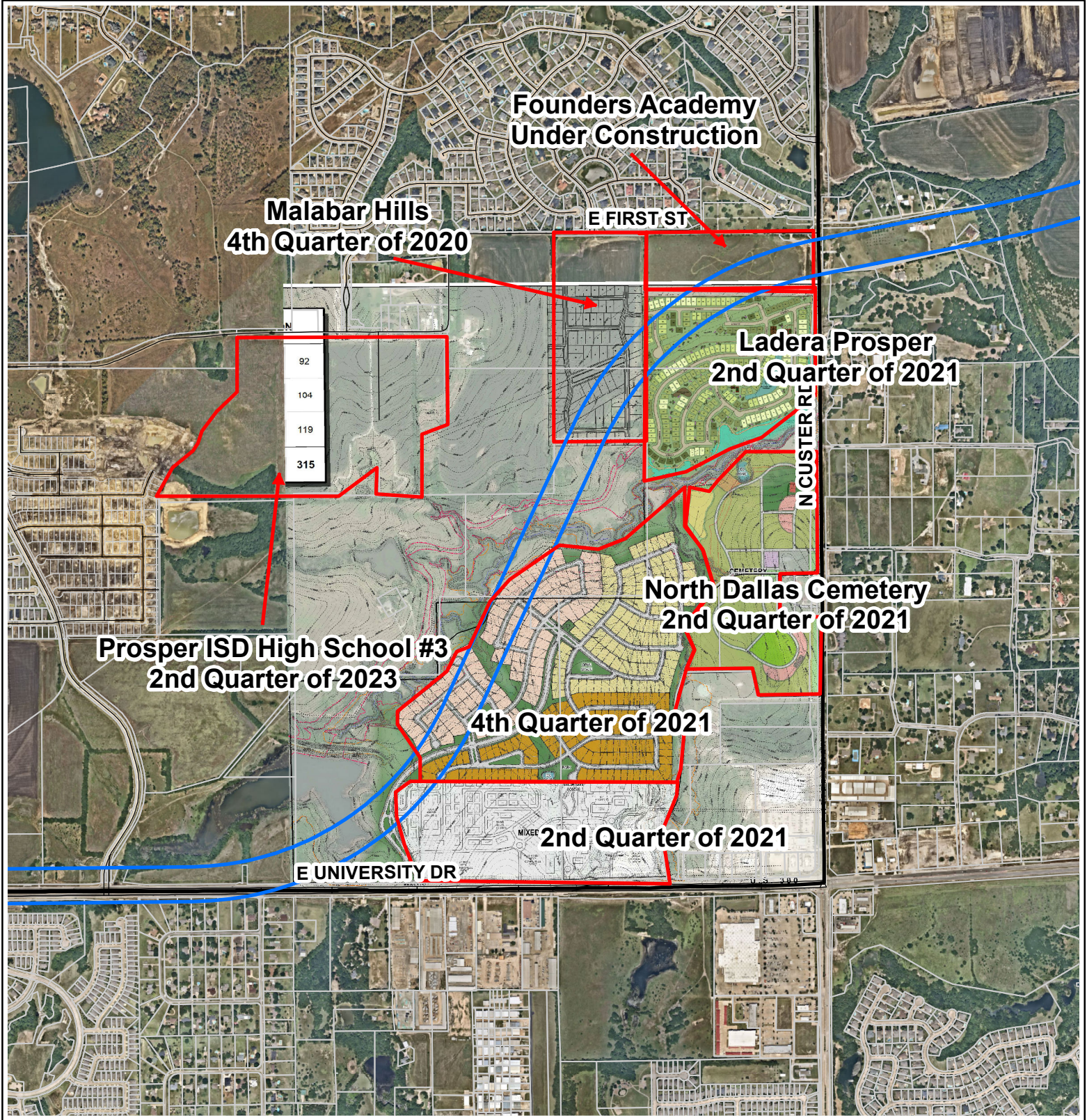
\_\_\_\_\_  
Melissa Lee, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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

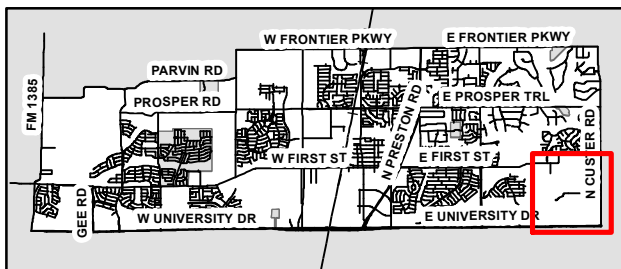
# Prosper Development Map

Item 17.

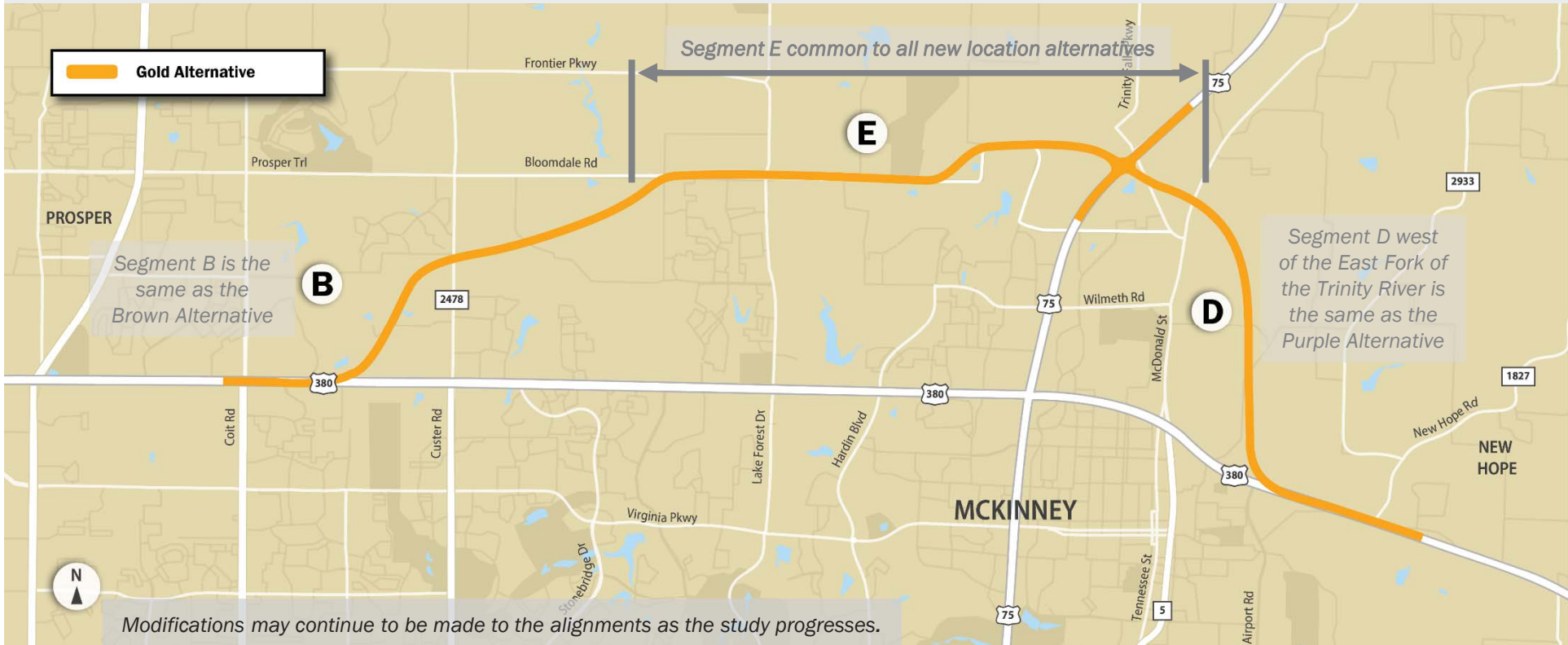


0 750 1,500 Feet

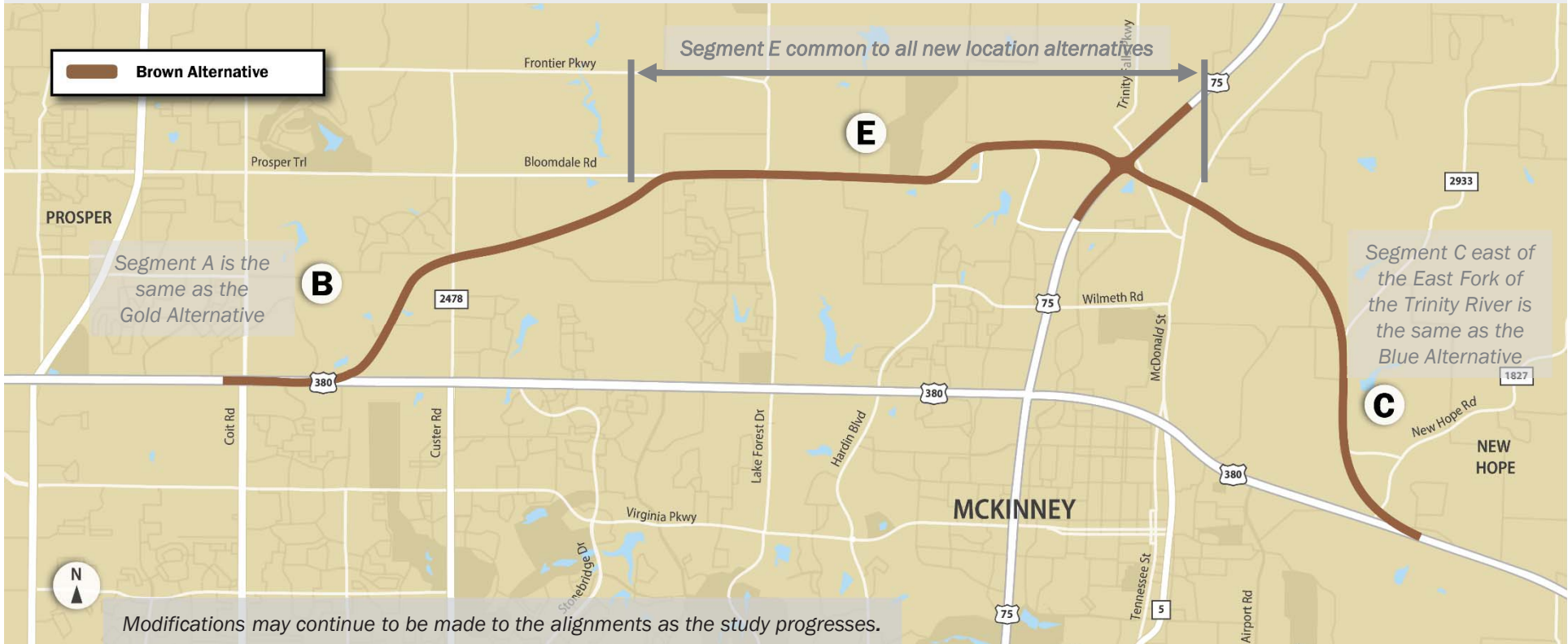
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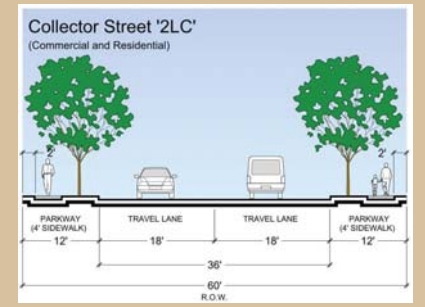
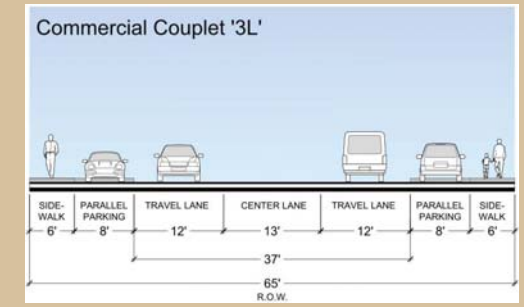
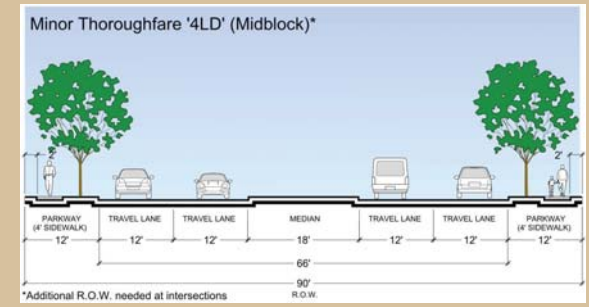
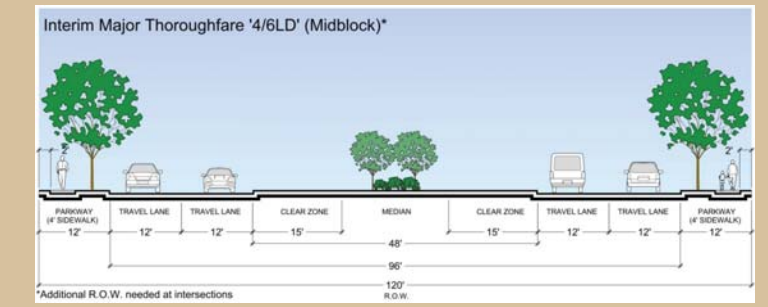
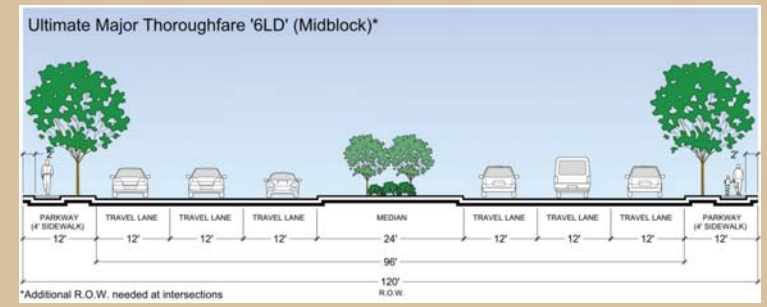
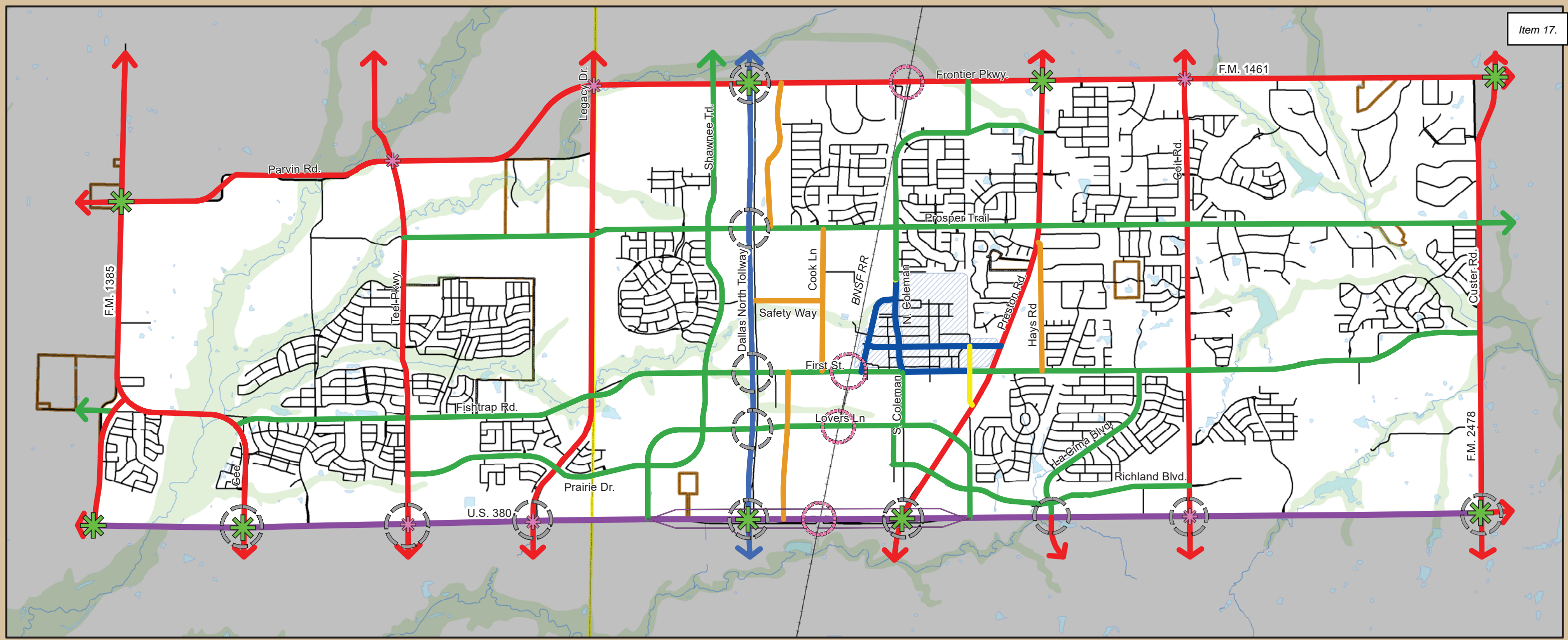


# Gold Alternative



# Brown Alternative





- ### Thoroughfare Description
- █ Limited Access Roadway/Freeway (330' ROW)
  - █ Dallas North Tollway
  - █ Major Thoroughfare (6 lane; 120' ROW)
  - █ Minor Thoroughfare (4 lane; 90' ROW)
  - █ Commercial Couplet (3 lane; 65' ROW)
  - █ Commercial Collector (2 lane; 60' ROW)
  - █ Old Town District (Section Varies)
  - █ Access Roads

- Major Gateway
  - Minor Gateway
  - Grade Separation
  - RR Grade Separation
  - Town of Prosper
  - ETJ
  - 100 Year Floodplain
- The Thoroughfare Plan is for informational purposes and has not been prepared for and is not intended for legal, real estate, engineering, or surveying purposes. It is provided as a conceptual guide for transportation decisions within the Town related to general roadway alignments and classifications. The Town of Prosper does not assume any responsibility or liability for omissions, inaccuracies, or misinterpretations of the Thoroughfare Plan.

# Plate 3

May 2020

## Thoroughfare Plan

Page 184



## PLANNING



**To:** Mayor and Town Council

**From:** Alex Glushko, AICP, Planning Manager

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services

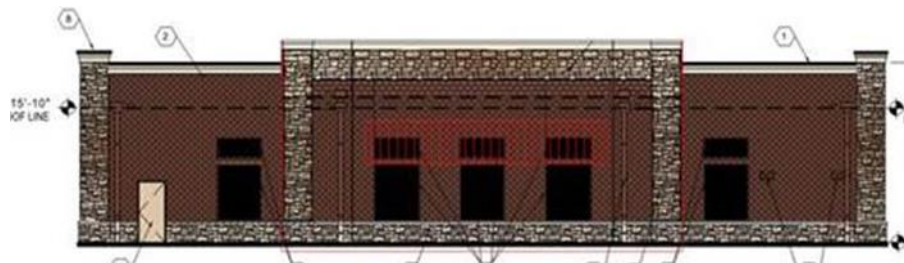
**Re:** Town Council Meeting – November 24, 2020

### Agenda Item:

Consider and act upon a Site Plan, Landscape Plan, and Façade Plan for an auto parts retail store (AutoZone), on 1.0± acre, located on the east side of Preston Road, north of Prosper Trail. The property is zoned Planned Development-68 (PD-68). (D20-0028).

### History:

At the October 13, 2020, meeting this item was tabled in order to allow additional time to evaluate the rear view and reorientation of the AutoZone building. At the November 10, 2020, meeting this item was tabled to the November 24, 2020, in order to consider additional architectural elements of the rear building elevation. Since the meeting, staff has provided the proposed elevations to the Town Architect in order to identify any potential additional architectural improvements. The Architect offered the following suggestions, 1) incorporation of an awning over the rear center windows, and 2) raising the parapet feature over the rear center windows, as shown below.



The applicant has revised the elevations to reflect the Town Architect's recommendations. In addition, the applicant has provided photos and a new line of sight exhibit for review.

### Description of Agenda Item:

In December 2019, Planned Development-68 (PD-68) for the Shops at Prosper Trail was amended to modify the layout of Lots 6-8 and to allow for flat roof architecture for AutoZone on Lot 7. In conjunction with the rezoning request, building elevations for AutoZone were included with PD-68, and a Development Agreement related to building materials and design. The building

elevations in PD-68 and the Development Agreement depict the front of the proposed AutoZone building facing westward, toward Preston Road. With this request the applicant is proposing to reorient the building such that the rear of the building faces Preston Road. The applicant has indicated the developer has requested to orient the AutoZone building eastward toward the interior of the development in order to be consistent with the proposed orientation of the adjacent Ebby Halliday building to the north. They have also included a line-of-sight exhibit depicting the look of the rear of the building from Preston Road. Staff believes the landscaping and berms along Preston Road provide adequate screening of the rear elevation of the building.

PD-68 requires Planning & Zoning Commission and Town Council approval of the Site Plan, Landscape Plan, and Façade Plan for this property. The Zoning Ordinance allows for the proposed modification to the building orientation in conjunction with Site Plan and Façade Plan approval. However, the Development Agreement with MQ Prosper Retail is required to be amended to allow for the modification of the building orientation. An amendment to the Development Agreement is also on the November 10, 2020, agenda for Town Council consideration.

The Site Plan shows the proposed 6,925 square-foot AutoZone building, the Landscape Plan show the proposed landscaping, and the Façade Plan shows the flat roof architecture. Access is provided from Preston Road through the development. The depicted number of off-street parking spaces meets the minimum standards of the Zoning Ordinance. The Site Plan, Landscape Plan, and Façade Plan conform to the PD-68 development standards.

**Attached Documents:**

1. Aerial Location Map
2. Site Plan
3. Landscape Plan
4. Revised Façade Plan
5. Originally Proposed Façade Plan
6. Applicant Provided Site Photos
7. New Line of Sight Exhibit

**Planning & Zoning Commission Recommendation:**

At their September 15, 2020 meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 7-0, subject to the following:

1. Town Council approval of the Site Plan, Landscape Plan, and Façade Plan.
2. Town Council approval of an amendment to the Development Agreement with MQ Prosper Retail regarding building reorientation.

**Staff Recommendation:**

Staff recommends approval of the request subject to:

1. Town Council approval of an amendment to the Development Agreement with MQ Prosper Retail regarding building reorientation.

**Proposed Motion:**

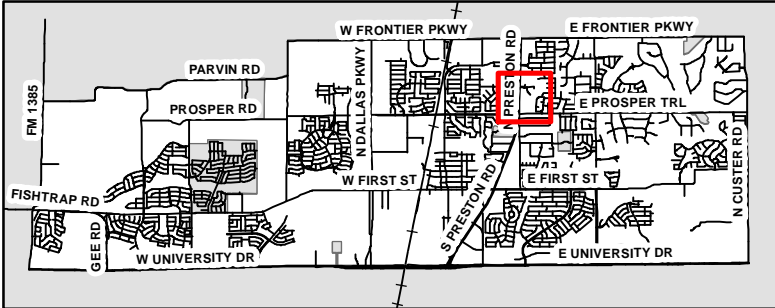
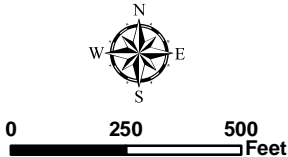
I move to approve the Site Plan, Landscape Plan, and Façade Elevations for an auto parts retailer (AutoZone), on 1.0± acre, located on the east side of Preston Road, north of Prosper Trail, subject to:

1. Approval of an amendment to the Development Agreement with MQ Prosper Retail regarding building reorientation.

# D20-0028 - AutoZone in Shops at Prosper Trail



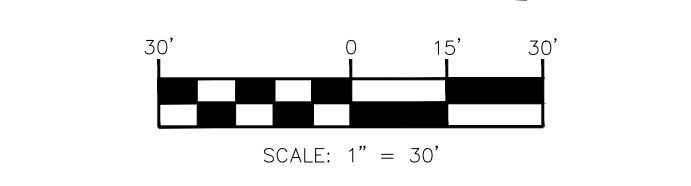
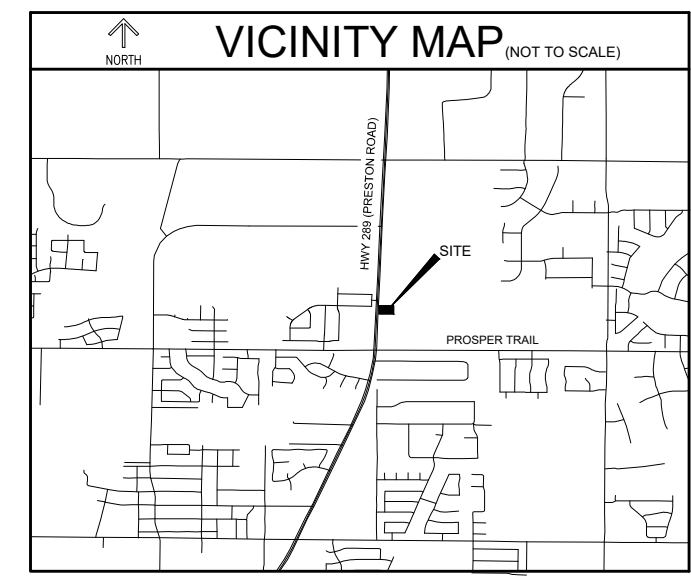
This map is for illustration purposes only.



**BENCH MARK LIST:**

BENCHMARK #1  
CUT BOX LOCATED ±87' NORTHEAST OF LOT 7  
ELEVATION = 743.79'

BENCHMARK #2  
CUT BOX LOCATED ±162' SOUTH OF LOT 7  
ELEVATION = 745.11'



**LEGEND**

— X — X —	BOUNDARY LINE
— X — X —	EXISTING CHAINLINK FENCE
—	EXISTING FIBER OPTIC
—	EXISTING GAS MARKER
—	EXISTING FIRE HYDRANT
—	EXISTING WATER VALVE
—	EXISTING GUARDPOST
—	EXISTING UTILITY POLE
—	PROPOSED SAWTOOTH CURB
—	PROPOSED HEADER CURB
—	FIRE LANE
—	PARKING STALL COUNT

**PROSPER SITE PLAN NOTES**

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

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE 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) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
- 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 CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

**NOTES:**

NO 100-YR FEMA FLOODPLAIN EXISTS ON THIS SITE.

CASE NUMBER 020-0028  
SITE PLAN  
THE SHOPS AT PROSPER TRAIL  
BLOCK A, LOT 7  
1.048 ACRES  
AND BEING OUT OF THE  
COLLIN COUNTY SCHOOL LAND  
NO. 13, ABSTRACT NO. 172  
COLLIN COUNTY, TEXAS  
PREPARED: JULY, 2020

**OWNER:**  
MO PROSPER RETAIL LLC  
4622 MAPLE AVENUE, SUITE 200  
DALLAS, TX 75219  
CONTACT: DONALD SILVERMAN  
PHONE: 214-393-3983

**APPLICANT:**  
WESTWOOD PROFESSIONAL SERVICES  
2740 DALLAS PARKWAY, SUITE 280  
DALLAS, TEXAS 75093  
CONTACT: ARLYN SAMUELSON  
PHONE: (972) 265-4860

**SITE DATA SUMMARY TABLE**

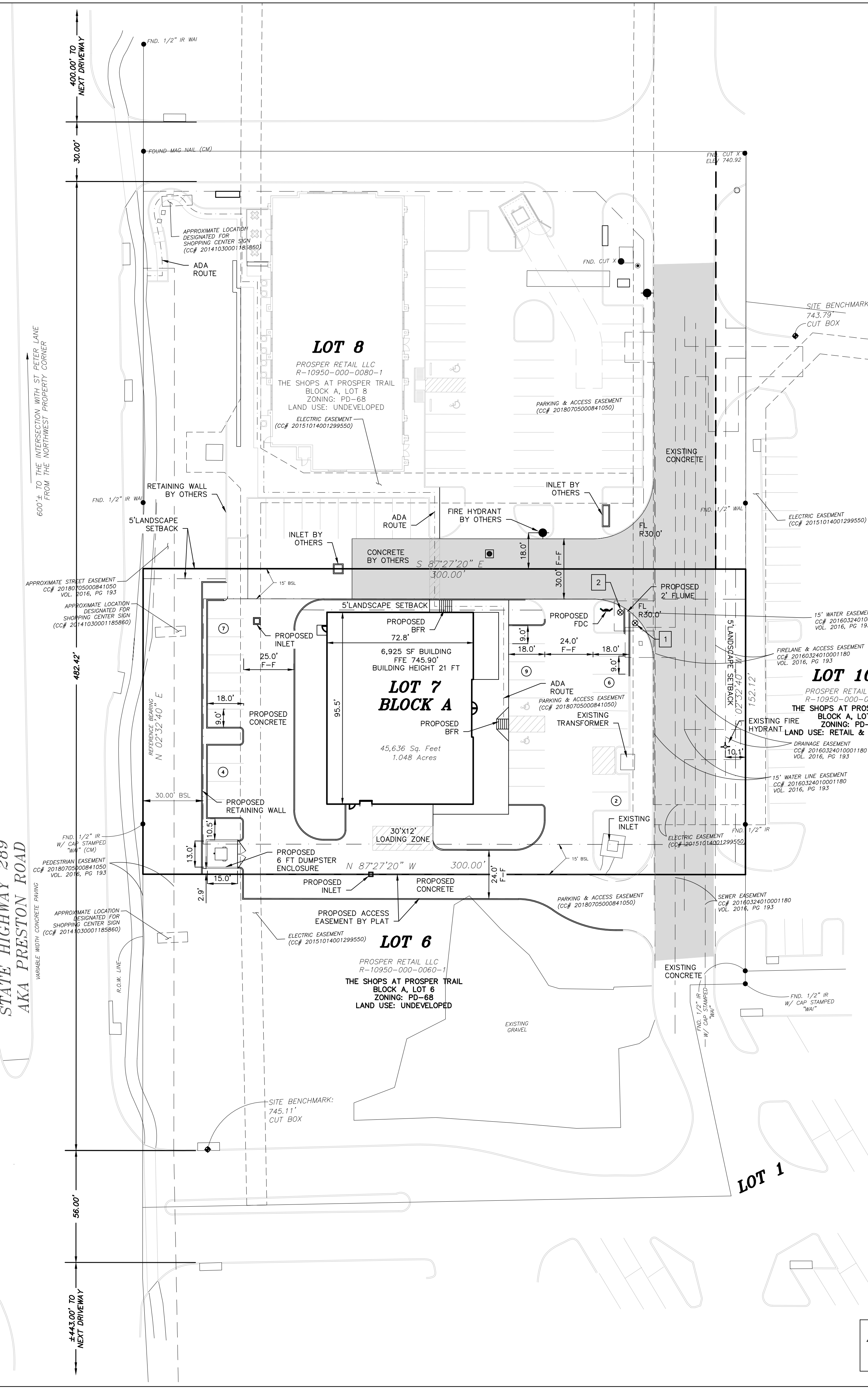
ITEM	LOT 7
ZONING	PD-68
PROPOSED USE	RETAIL
LOT AREA (SF/ACRES)	45,636 SF/1.0477 AC
BUILDING AREA (SF)	6,925
BUILDING HT (FT/STORIES)	21'
LOT COVERAGE (%)	15.2%
FLOOR AREA RATIO	0.152:1
TOTAL PARKING REQUIRED (1 PER 250 SF GROSS FLOOR AREA)	28
TOTAL PARKING PROVIDED	28
HANDICAP PARKING REQUIRED (INCLUDING VAN ACCESSIBLE)	2
HANDICAP PARKING PROVIDED (INCLUDING VAN ACCESSIBLE)	2
INTERIOR LANDSCAPING REQUIRED	420 SF
INTERIOR LANDSCAPING PROVIDED	430 SF
IMPERVIOUS COVER (SF)	31,323 SF
OPEN SPACE REQUIRED (LOTS SF*7%)	3,195
OPEN SPACE PROVIDED (SF)	OPEN SPACE PROVIDED PER PD-68

NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

**NOTE:**  
NO TREES EXIST ON THIS SITE OTHER THAN STREET FRONTAGE TREES THAT WERE REQUIRED AS PART OF THE APPROVED LANDSCAPE PLANS FOR THE SHOPS AT PROSPER TRAIL.

**WATER METER SCHEDULE:**

PHASING ID	LOCATION	TYPE	SIZE	QUANTITY	SAN. SEWER
PROPOSED 1	FRONT OF BLDG	DOMESTIC	1"	1	6"
PROPOSED 2	FRONT OF BLDG	IRRIGATION	1"	1	N/A



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GOURBEN-KOEHLER  
a division of Westwood

1718 Dry Creek Way, Suite 110 San Antonio, Texas 78299  
Tel: 210.262.3330 Fax: 210.853.5339  
TSP# Firm No. F-11759 - TSP#S Firm No. F-0194084  
www.westwoodps.com

**AutoZone, Inc.**  
123 S. FRONT STREET, 3rd FLOOR  
MEMPHIS, TENNESSEE 38103  
CONTACT: [REDACTED]  
PHONE: 901-495-8994

**AutoZone STORE DEVELOPMENT**  
[REDACTED ADDRESS]  
TEXAS  
PROSPER [REDACTED ZIP CODE]

PREPARED FOR: AutoZone Store No.: 6029 OVERALL SITE PLAN

SCALE: [REDACTED]

**REVISIONS**

1.	
2.	
3.	
4.	
5.	
6.	
7.	

ARCHITECT: [REDACTED]  
DRAFTSMAN: [REDACTED]  
CHECKED BY: [REDACTED]  
DATE: 08-10-2020  
PROTOTYPE SIZE

**PRELIMINARY**  
FOR INTERIM REVIEW ONLY  
NOT TO BE USED FOR:  
CONSTRUCTION OR  
BIDDING PURPOSES.  
Engineer: ARLYN SAMUELSON, P.E.  
P.E. No.: 95677  
Date: 08-10-2020

**Westwood**

**1.02**



8/10/20  
The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

**LANDSCAPE ORDINANCE COMPLIANCE**

**PERIMETER REQUIREMENTS**

LARGE TREES = 152 LF OF FONTAGE / 30 LF X 1 TREE =  
6 TREES REQUIRED: 5 EXISTING TREES PRESERVED  
1 TREES PROPOSED  
6 TREES PROVIDED

TOTAL TREES PROVIDED:  
SHRUBS = 152 LF OF FONTAGE / 30 LF X 15 SHRUBS =  
76 SHRUBS REQUIRED: 125 EXISTING SHRUBS PRESERVED

**INTERIOR PARKING REQUIREMENTS**

INTERIOR LANDSCAPE AREA = 15 SF OF LANDSCAPE X 28 PARKING STALLS =  
420 SF OF LANDSCAPING REQUIRED: 430 SF OF LANDSCAPE PROVIDED

**BUILDING LANDSCAPING**

BUILDING AREA = 6920 SF  
FOUNDATION PLANTING NOT REQUIRED

TREE PRESERVATION ORDINANCE COMPLIANCE  
THERE ARE NO EXISTING PROTECTED TREES ON THE PROJECT SITE.

**TOWN OF PROSPER GENERAL NOTES:**

- PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY & LANDSCAPE ASSOCIATION (TNLA) SPECIFICATIONS, GRADES AND STANDARDS.
- ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
- 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 (4) FEET OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS, AND/OR OTHER HEALTHY ROOT GROWTH.
- 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 LOOSEND 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 12" 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 TREE.
- NO SHRUBS SHALL BE A MINIMUM OF EIGHT (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 FOR PLANT GROWTH.
- ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF THREE (3) INCHES OF MULCH.
- TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE AISLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN (14) FEET.
- A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS, WHERE SHRUBS ARE NOT TO EXCEED THIRTY (30) INCHES IN HEIGHT, AND TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF NINE (9) FEET.
- TREES PLANTED ON A SLOPE SHALL HAVE THE TREE WELL AT THE AVERAGE GRAD OF SLOPE.
- NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN THREE (3) FEET IN WIDTH. ALL BEDS LESS THAN THREE (3) FEET IN WIDTH SHALL BE GRASS, GROUND COVER, OR SOME TYPE OF FIXED PAVING.
- THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
- 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 THIRTY (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 ENCRUMB 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 FT HORIZONTAL TO 1 FT VERTICAL).

**PLANT SCHEDULE**

SIZE = CALIPER OR SPREAD

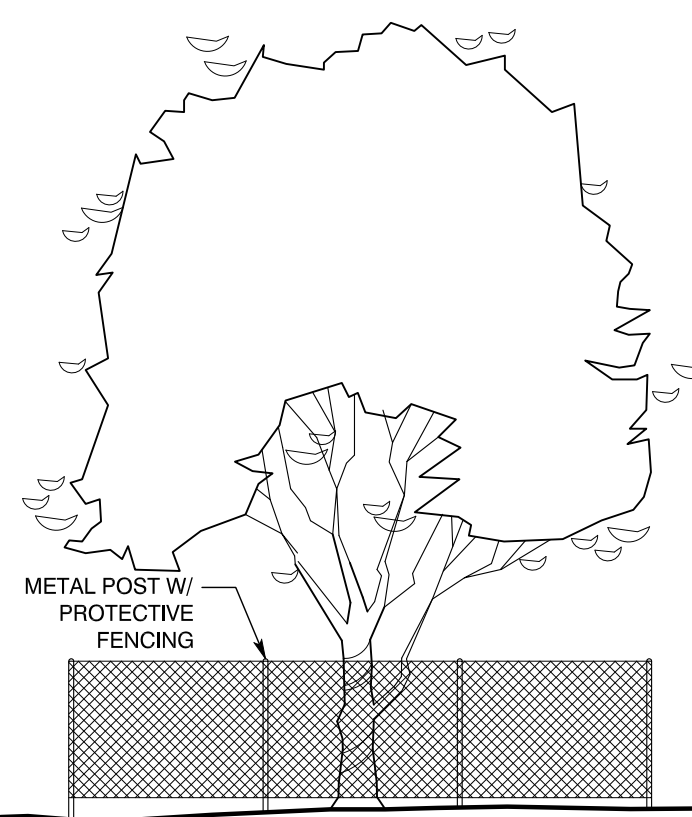
SYM.	SCIENTIFIC NAME	COMMON NAME	HGT.	SIZE	CONDITION	REMARKS
<b>TREES</b>						
QS	Quercus shumardii	SHUMARD OAK	-	3" CAL.	B and B	DECIDUOUS / SINGLE STEM
QV	Quercus virginiana	LIVE OAK	-	3" CAL.	B and B	EVERGREEN / SINGLE STEM
SS	Sophora secundiflora	MOUNTAIN LAUREL	-	2" CAL.	B and B	EVERGREEN / MULTI-TRUNKED
UC	Ulmus crassifolia	CEDAR ELM	-	3" CAL.	B and B	DECIDUOUS / SINGLE STEM
<b>SHRUBS</b>						
HP	Hesperaloe parviflora	RED YUCCA	-	5 GAL.		ACCENT / PLANT AS SHOWN
ICB	Ilex cornuta 'Burdordii-Nana'	DWARF BURFORD HOLLY	-	5 GAL.		EVERGREEN / PLANT AT 3'-0" O.C.
IVS	Ilex vomitoria 'Stokes Nana'	DWARF YAUPON	-	5 GAL.		EVERGREEN / PLANT AT 30" O.C.
LMY	Lantana montevidensis 'New Gold'	'NEW GOLD' LANTANA	-	1 GAL.		PERENNIAL / PLANT AT 30" O.C.
MC	Myrica cerifera 'Doris Dwarf'	DON'S DWARF SO. WAX MYRTLE	-	5 GAL.		EVERGREEN / PLANT AT 3'-0" O.C.
MCR	Muhlenbergia capillaris 'Regal Mist'	'REGAL MIST' MUHLY	-	1 GAL.		ACCENT / PLANT AS SHOWN
<b>GROUNDCOVERS AND GRASSES</b>						
	Cynodon dactylon '419'	'419' HYBRID BERMUDAGRASS	-		SOLID SOD	SEE SPECIFICATIONS
		DECOMPOSED GRANITE	-			APPLY TO 3" COMPACTED DEPTH OVER SUBGRADE W/ GEO-TEXTILE WEED BARRIER AND PRE-EMERGENT HERBICIDE. FILL UNDER ADJACENT SHRUBS.
		3" - 4" 'TEXAS BLEND' RIVER ROCK	-			APPLY TO 4" DEPTH OVER COMPACTED SUBGRADE W/ GEO-TEXTILE WEED BARRIER AND PRE-EMERGENT HERBICIDE. FILL UNDER ADJACENT SHRUBS.
		EXISTING LANDSCAPE	-			LANDSCAPE TO BE PRESERVED

**EXISTING TREE PRESERVATION AND REMOVAL NOTES:**

- UNLESS OTHERWISE SPECIFICALLY INDICATED, THIS DOCUMENT SHOWS ONLY EXISTING PROTECTED-SIZE TREES AS DEFINED BY THE CITY OF PROSPER UNIFIED DEVELOPMENT CODE (THE "UDC") IN EFFECT ON THE DATE HEREOF.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR INSPECTING THE PROJECT SITE AND DETERMINING FOR HIMSELF IF OTHER EXISTING TREES, SHRUBS, OR VEGETATION ARE PRESENT WHICH MUST BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY.
- BY ACT OF SUBMITTING A BID TO REMOVE THE EXISTING TREES SHOWN ON THIS PLAN, CONTRACTOR WARRANTS THAT HE (A) HAS PERSONALLY VISITED THE PROJECT SITE, (B) HAS INVESTIGATED THE EXISTING CONDITIONS SUFFICIENTLY TO DETERMINE WHAT, IF ANY, ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION MUST BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY, AND (C) HAS A CLEAR UNDERSTANDING OF THE TERMS "PROTECTED TREE, SIGNIFICANT TREE, HERITAGE TREE, AND FLOOD PLAIN, AND OF ANY OTHER CITY GUIDELINES, STANDARDS, AND REQUIREMENTS WHICH MAY IMPACT REMOVAL OF THE EXISTING TREES DEPICTED ON THIS PLAN.
- IN THE EVENT CONTRACTOR ENCOUNTERS ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION NOT SHOWN ON THIS PLAN, BUT WHICH MUST REASONABLY BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY, CONTRACTOR SHALL REMOVE THE ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION AT NO ADDITIONAL COST TO THE OWNER, SUBJECT TO ANY APPLICABLE REQUIREMENTS, GUIDELINES, STIPULATIONS, OR APPROVALS ENFORCED BY THE CITY OF SAN ANTONIO.

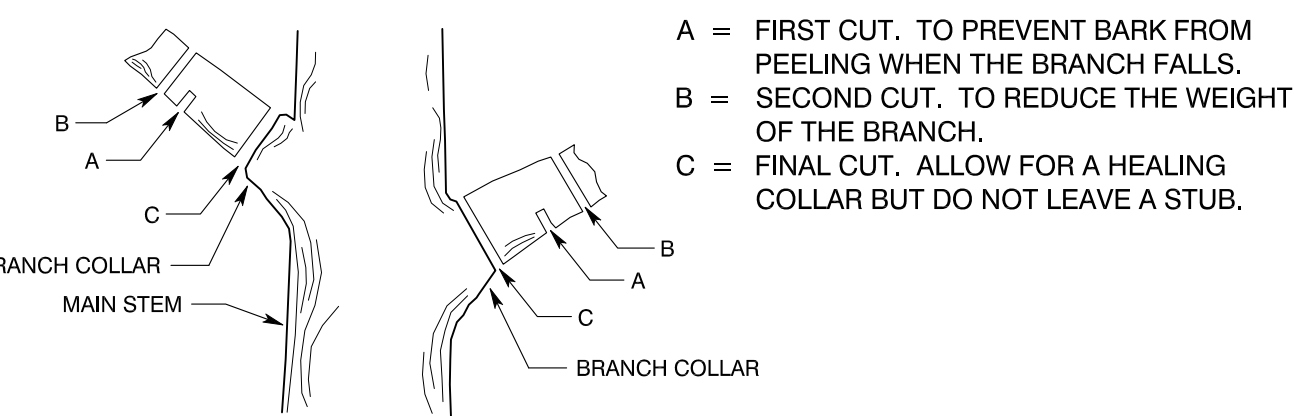
**NOTES:**

- LANDSCAPE SUBCONTRACTOR TO PROVIDE PRUNING AND FERTILIZATION FOR ALL EXISTING TREES TO BE PRESERVED BY A CITY OF SAN ANTONIO TREE MAINTENANCE LICENSED AND I.S.A. CERTIFIED ARBORIST.
- APPLY APPROVED SLOW RELEASE FERTILIZER INJECTED INTO SOIL BEFORE CONSTRUCTION COMMENCES AND AGAIN AFTER CONSTRUCTION IS COMPLETE.
- ALL PRUNING OF EXISTING TREES MUST COMPLY WITH THE CITY OF SAN ANTONIO'S APPROVED PRUNING DETAIL AND IS TO BE DONE UNDER THE FIELD DIRECTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT.
- PROTECTIVE FENCING MUST BE IN PLACE BEFORE ANY CONSTRUCTION ACTIVITIES MAY COMMENCE.
- PROTECTIVE FENCING TO BE A MIN. 4'-0" HT. EXTENDING FROM TRUNK 12" PER CALIPER INCH OF TREE (MINIMUM 5'-0" ON ONE SIDE ONLY). THE OPTIMUM DISTANCE IS TO INSTALL FENCE DIRECTLY BENEATH DRILLPIE OF TREE AS SHOWN.
- PROTECTIVE FENCING TO BE STAKED IN FIELD BY CONTRACTOR AND APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
- DURING CONSTRUCTION, NO EXCESS SOIL, FILL MATERIAL, EQUIPMENT, LIQUIDS, OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE FENCING, NOR SHALL ANY SOIL BE REMOVED FROM WITHIN THE FENCING.
- APPLY COARSE GROUND OR SHREDDED ORGANIC BARK MULCH TO 6" DEPTH @ ALL EXISTING TREES TO BE PRESERVED.
- THE PROPOSED FINISH GRADE WITHIN THE ROOT PROTECTION ZONE (RPZ) OF ANY TREE TO BE PRESERVED SHALL NOT BE RAISED OR LOWERED MORE THAN THREE (3) INCHES.

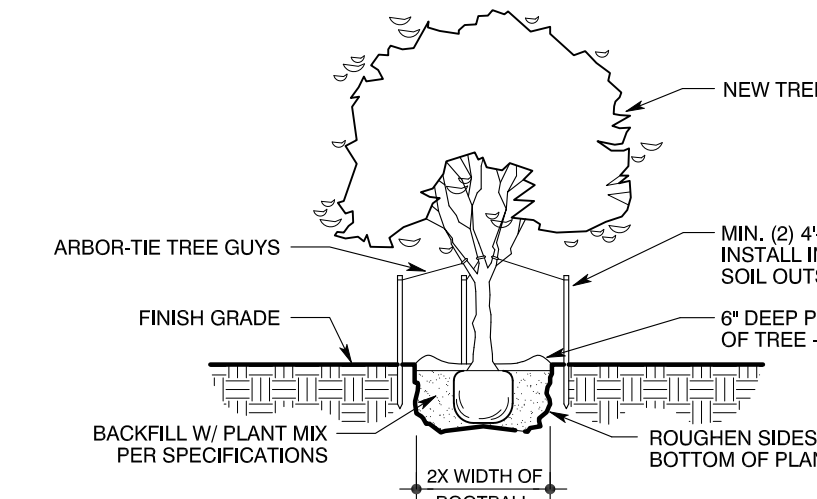


**TREE PROTECTION DETAIL**  
NOT TO SCALE

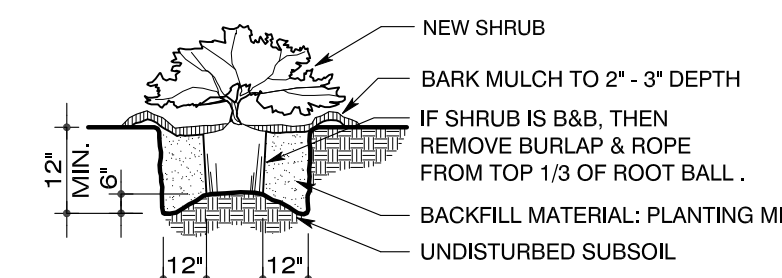
- PRUNING NOTES:**
- ALL PRUNING IS TO BE DONE BY A LICENSED ARBORIST UNDER THE FIELD DIRECTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT.
  - WHERE FEASIBLE, PRUNE TREES BEFORE COMMENCEMENT OF CONSTRUCTION.
  - PAINT ALL WOUNDS ON OAK TREES WITHIN 30 MINUTES OF PRUNING.



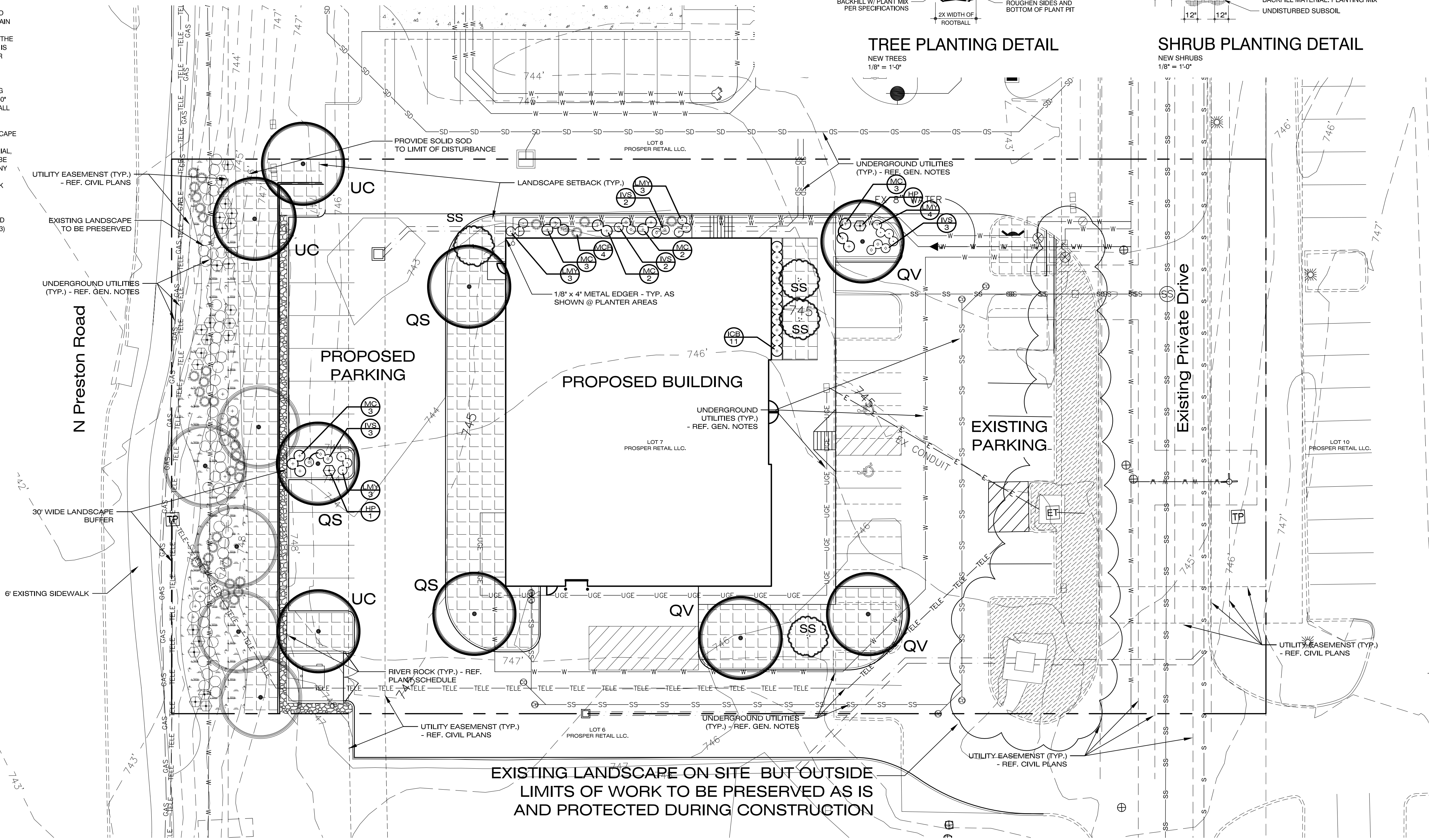
**TREE PRUNING DETAIL**  
NOT TO SCALE



**TREE PLANTING DETAIL**  
NEW TREES  
1/8" = 1'-0"



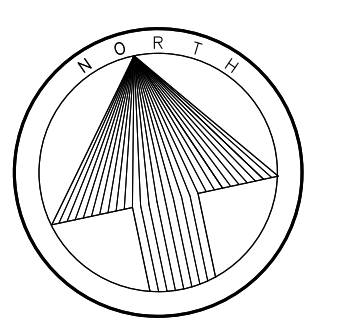
**SHRUB PLANTING DETAIL**  
NEW SHRUBS  
1/8" = 1'-0"



EXISTING LANDSCAPE ON SITE BUT OUTSIDE LIMITS OF WORK TO BE PRESERVED AS IS AND PROTECTED DURING CONSTRUCTION

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OWNER:  
**AutoZone, Inc.**  
123 S. FRONT STREET, 3RD FLOOR  
MEMPHIS, TENNESSEE 38103



PREPARED FOR: **AutoZone STORE DEVELOPMENT**  
Store No.: 6029  
N Preston Road  
Prosper, TX 75078  
Texas

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

**REVISIONS**

1. Site Update
2. Site Update
- 3.
- 4.
- 5.
- 6.
- 7.

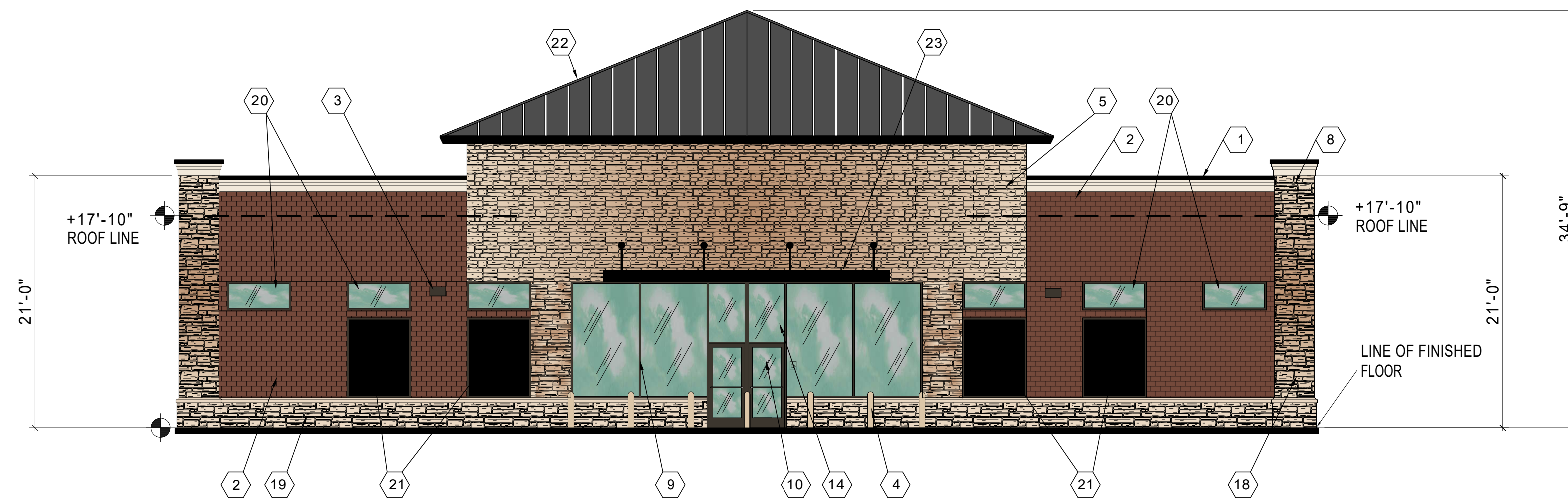
ARCHITECT: JR  
DRAFTSMAN: JV  
CHECKED BY: JR

DATE: 3/9/20  
PROTOTYPE SIZE: 65W2

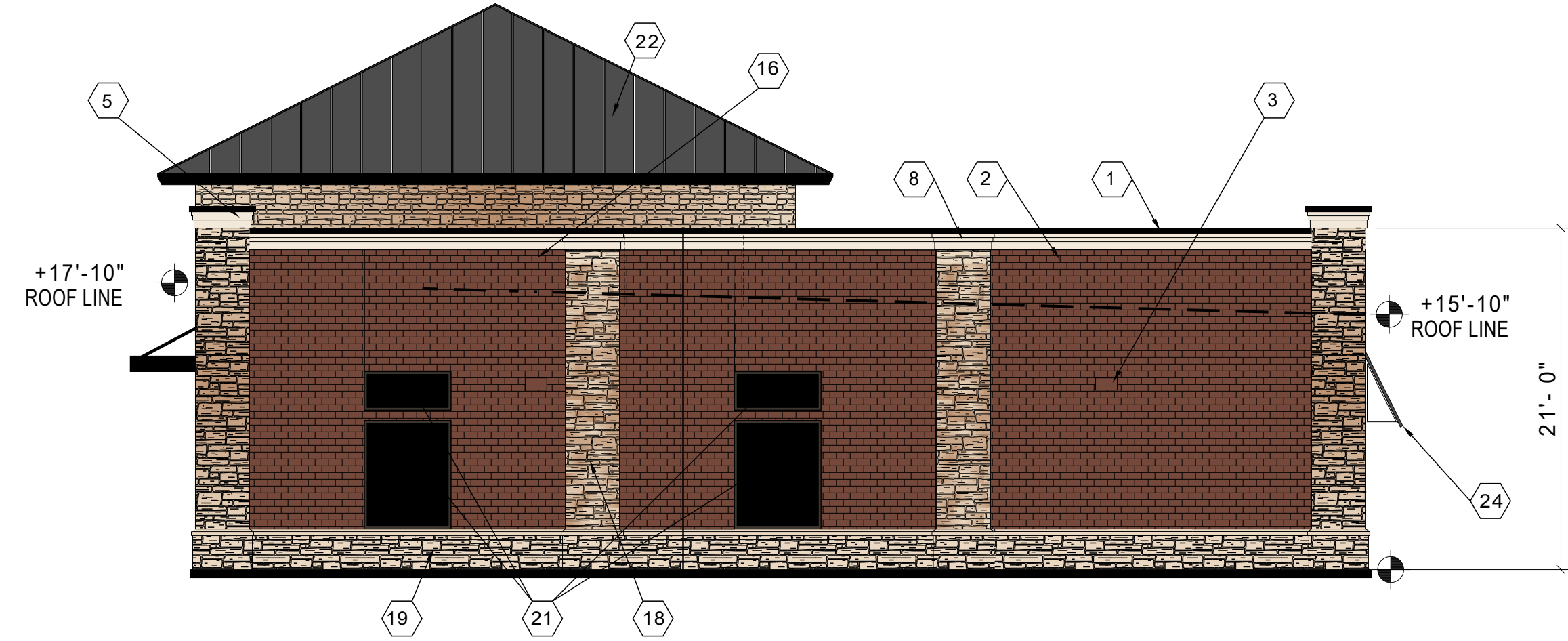
**COURSEN-KOEHLER**

**ENGINEERING & ASSOCIATES**  
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Tel: 210.265.4300 Fax: 210.265.5630  
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www.westwoodeng.com  
JOB NO. - 1544010  
**HORIZON**  
DESIGN AND DEVELOPMENT  
PLANNING, LANDSCAPE ARCHITECTURE  
AND ENVIRONMENTAL CONSULTING  
14607 San Pedro Ave., Suite 200  
San Antonio, Texas 78232  
210.831.8564 probison@horizon-design.com

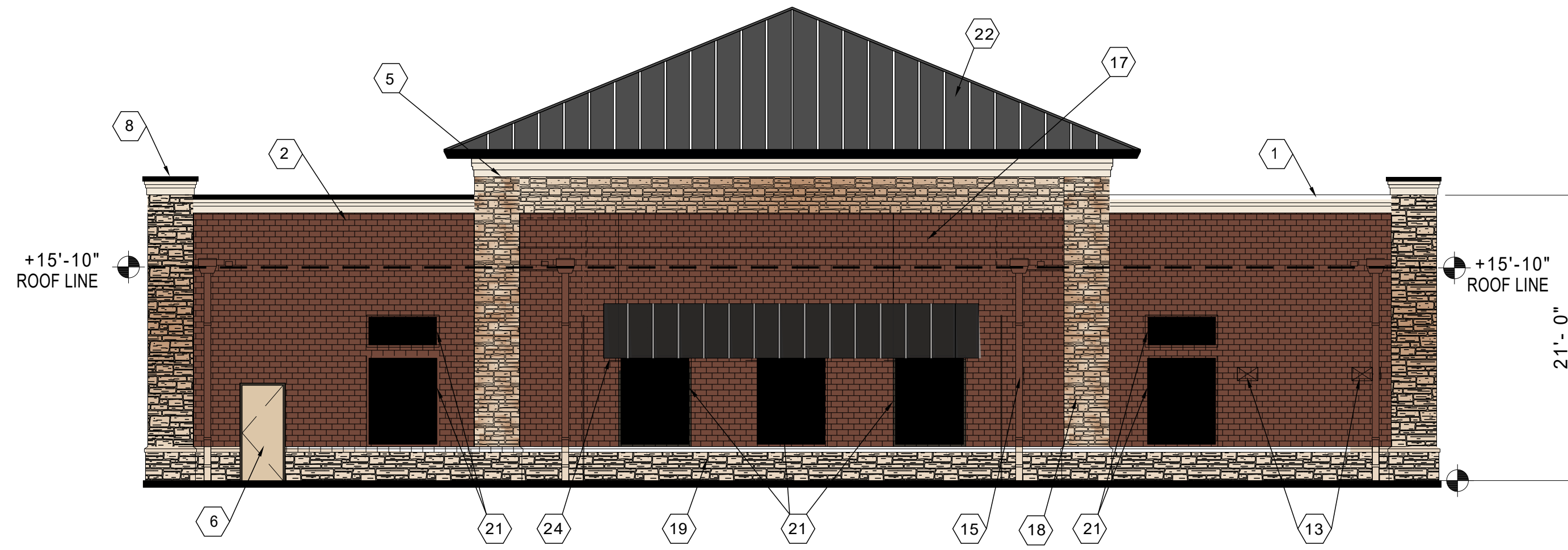
**L1.0**



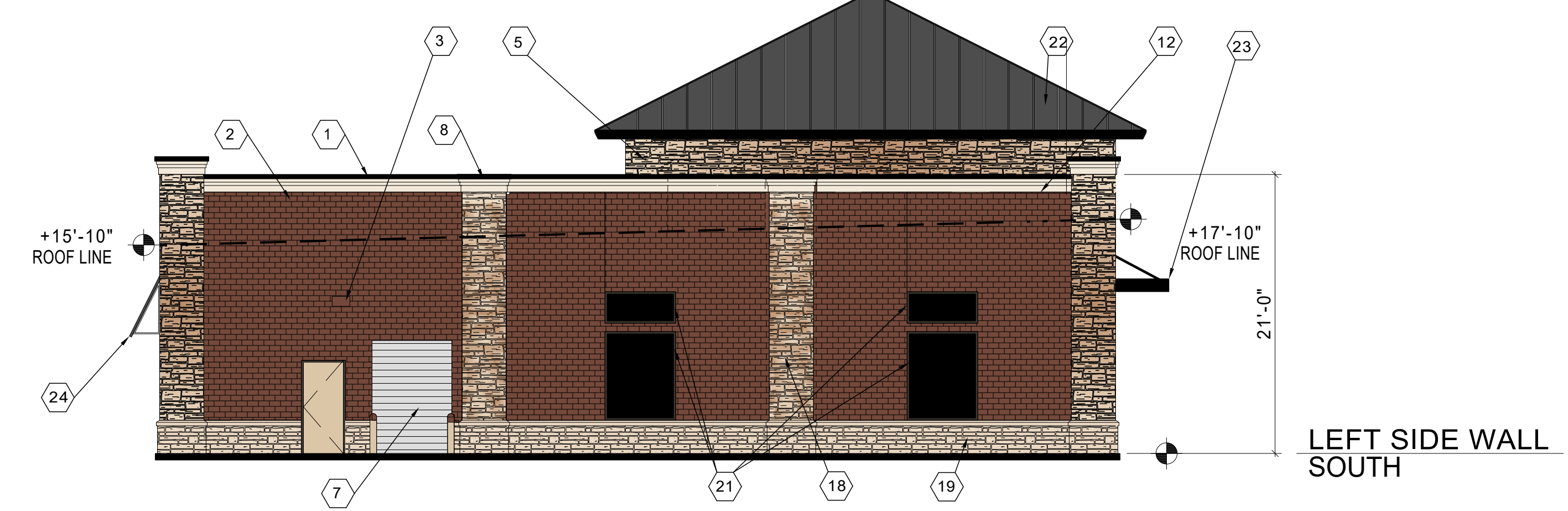
FRONT WALL  
EAST (HIGH SIDE)



RIGHT SIDE WALL  
NORTH

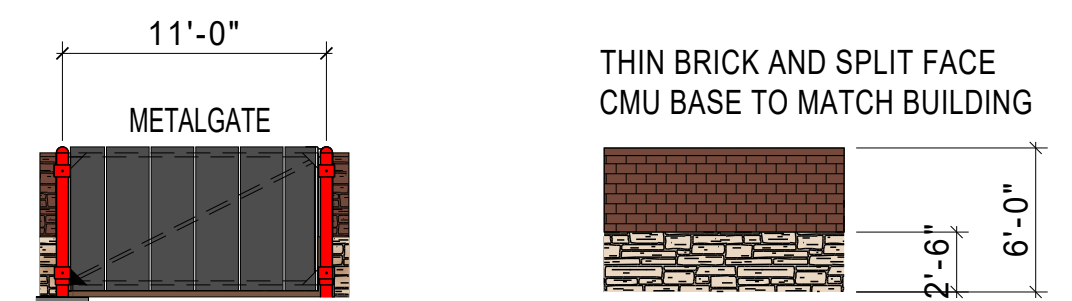


REAR WALL  
WEST (LOW SIDE)



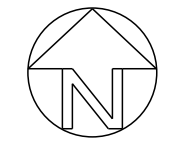
LEFT SIDE WALL  
SOUTH

- 1 TWO PIECE COMPRESSION TRIM COLOR: BLACK
- 2 THIN BRICK COLOR: OLDCASTLE TIMBERLAND WITH RED FLASH
- 3 WALL MOUNTED LIGHT FIXTURE BRONZE
- 4 PIPE GUARD WITH BEIGE SLEEVE
- 5 ENVIORNMENTAL STONEWORKS AUTUMN/BUCKEYE
- 6 PAINT MAN DOOR TO MATCH WALL & METAL FRAMES BRONZE
- 7 DO NOT PAINT OVERHEAD DOOR PAINT ANGLES BRONZE
- 8 FOAM CORNICE PAINT: RELIABLE WHITE
- 9 ALUMINUM STOREFRONT - BRONZE FINISH
- 10 GLASS AND ALUMINUM DOORS - CLEAR BRONZE FINISH
- 11 NOT USED
- 12 NOT USED
- 13 TOILET WALL VENTS PAINT TO MATCH WALL BEHIND
- 14 STORE ADDRESS - 6" WHITE REFLECTIVE NUMBERS
- 15 SCUPPERS AND DOWNSPOUTS. BRONZE
- 16 NOT USED
- 17 NOT USED
- 18 3'-4" PILASTER WITH ENVIORNMENTAL STONEWORKS AUTUMN/BUCKEYE
- 19 8" SPLIT FACE CMU BLOCK INTEGRAL COLOR: THOMAS TAN NO. 1103
- 20 CLEARESTORY WINDOW - EVERGREEN GLASS
- 21 FAUX WINDOW - OPAQUE BLACK GLASS
- 22 STANDING SEAM METAL ROOF - BLACK
- 23 CANOPY - BLACK
- 24 LIGHT GA METAL FRAMING AWNING WITH STANDING SEAM METAL ROOF - BLACK

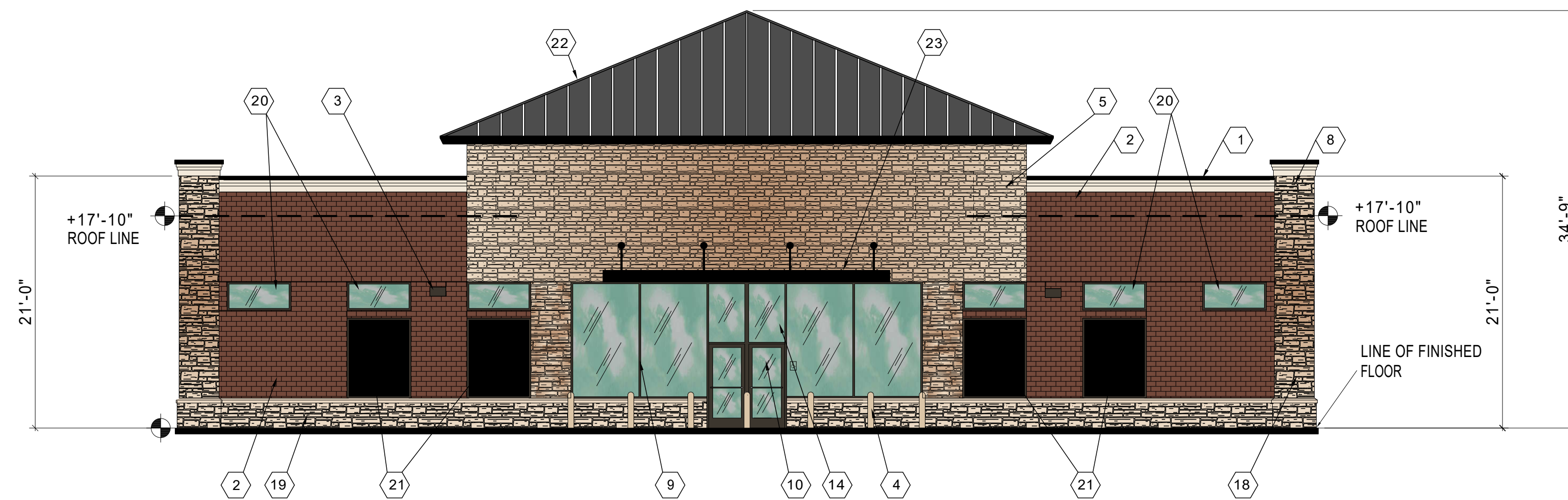


DUMPSTER ENCLOSURE

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
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- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN 10 PERCENT.
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.



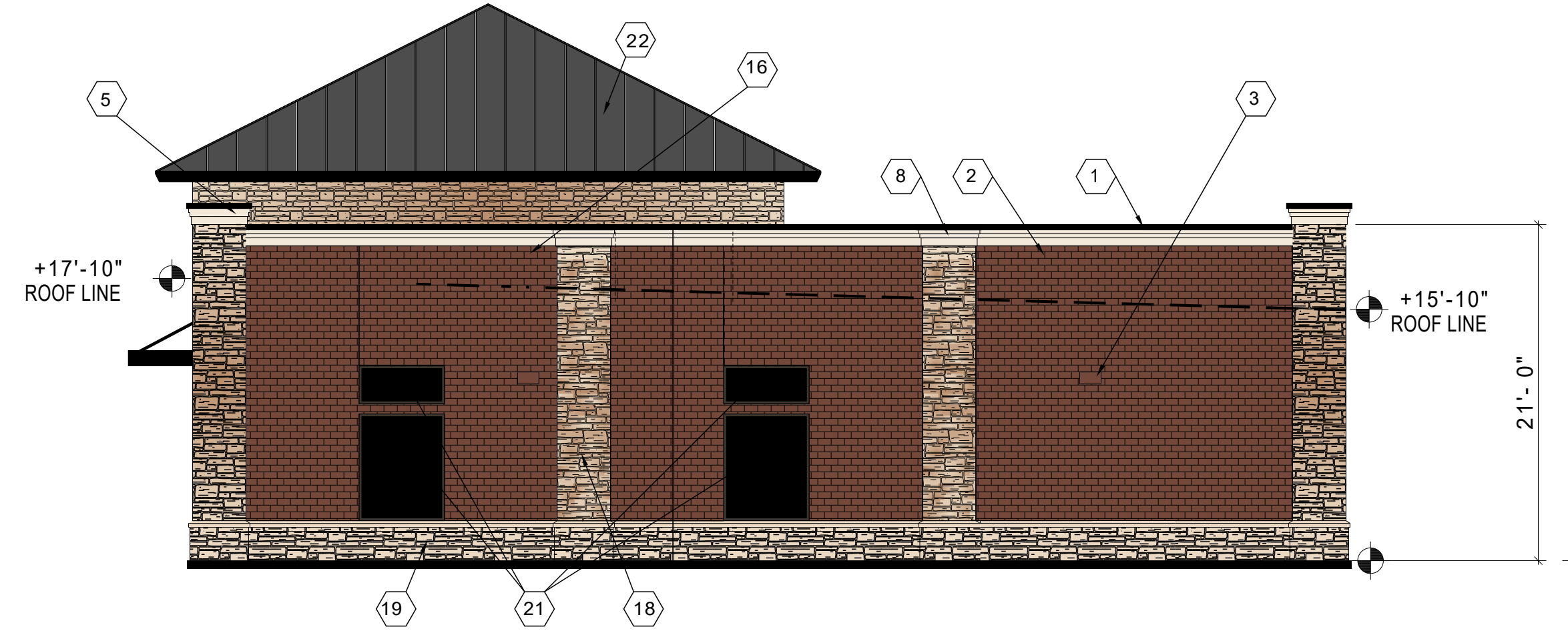
<p><b>ARCHITECT:</b> GEORGE CALLOW 123 SOUTH FRONT STREET MEMPHIS, TN 38103 901-495-8705</p>	<p><b>APPLICANT:</b> AUTOZONE, INC. CAROLYN THAEMERT 123 SOUTH FRONT STREET MEMPHIS, TN 38103 901-495-8994</p>	<p><b>LANDLORD:</b> MQ PROSPER RETAIL, LLC C/O DON SILVERMAN, MANAGER 4622 MAPLE AVENUE, SUITE 200 DALLAS, TX 75219 214-393-3983</p>
<p>AUTOZONE STORE NO. 6029 NORTH PRESTON RD.</p>		<p>THE SHOPS AT PROSPER TRAIL, COLLIN COUNTY, TX LOT 7, BLOCK A</p>
<p>PROSPER TX 75078</p>	<p>TOWN PROJECT NUMBER:</p>	
<p>FACADE PLAN</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>PREPARATION DATE: 7-7-20 REV 11-19-20</p>



2112 GROSS SQ.FT.  
518 WINDOWS/DOORS SQ.FT.  
1594 NET SQ.FT.

595 Thin Brick	37%
219 Split Face CMU	14%
715 STONE	44%
65 TRIM	5%

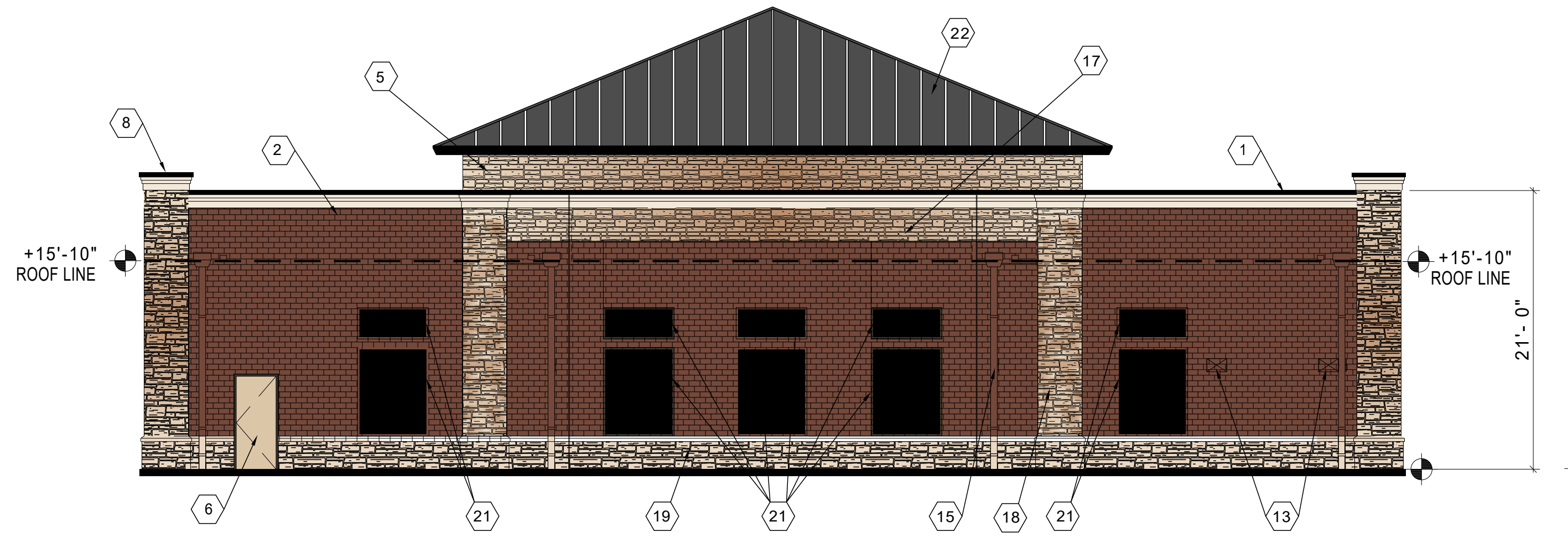
FRONT WALL  
EAST (HIGH SIDE)



1610 GROSS SQ.FT.  
161 WINDOWS/DOORS SQ.FT.  
1449 NET SQ.FT.

850 Thin Brick	60%
151 Split Face CMU	11%
323 STONE	23%
97 TRIM	6%

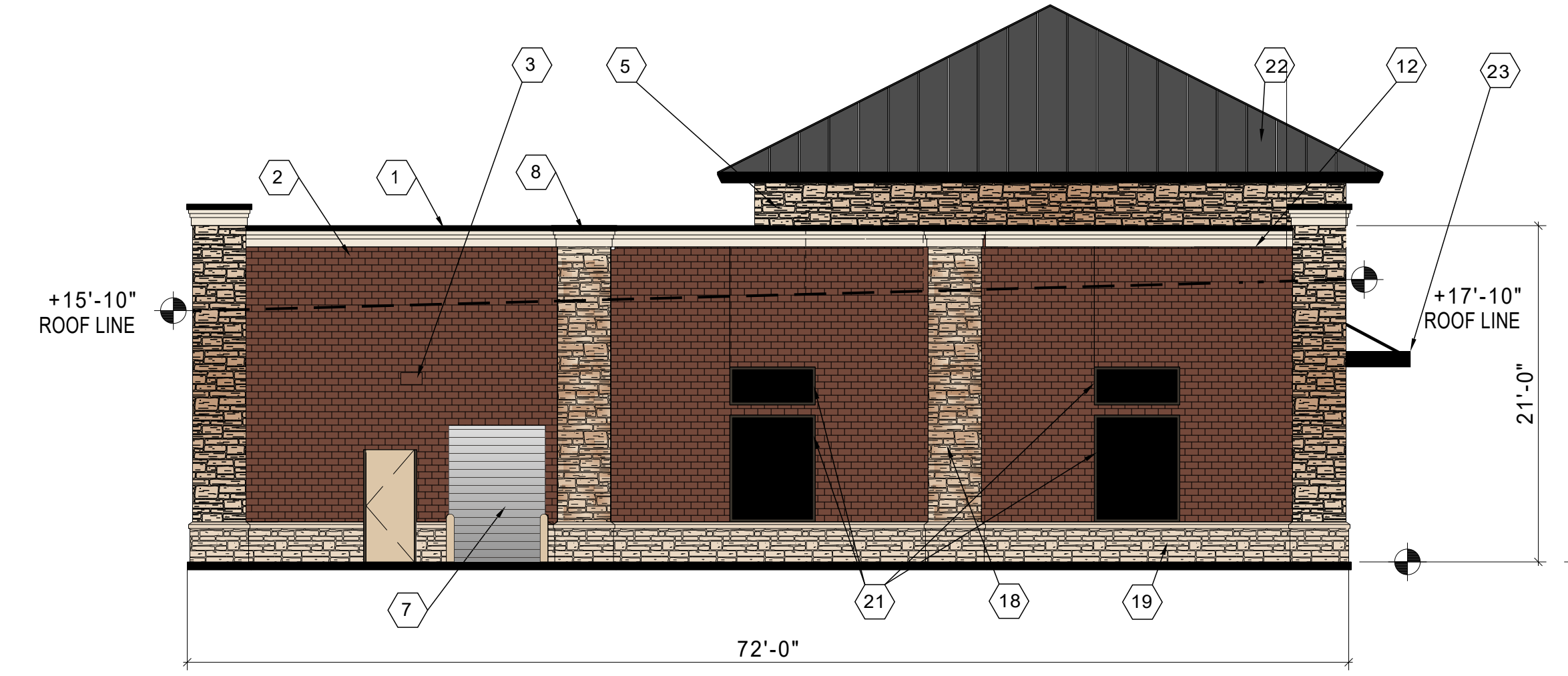
RIGHT SIDE WALL  
NORTH



2112 GROSS SQ.FT.  
120 WINDOWS/DOOR SQ.FT.  
1992 NET SQ.FT.

1180 Thin Brick	60%
234 Split Face CMU	12%
451 STONE	22%
127 TRIM	6%

REAR WALL  
WEST (LOW SIDE)

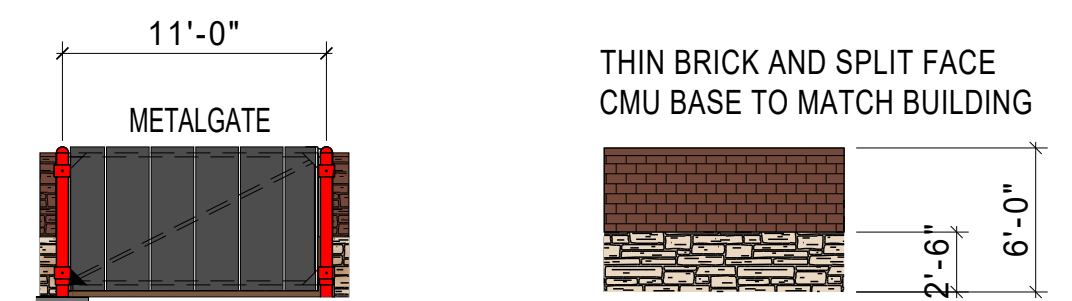


1610 GROSS SQ.FT.  
126 WINDOWS SQ.FT.  
1484 NET SQ.FT.

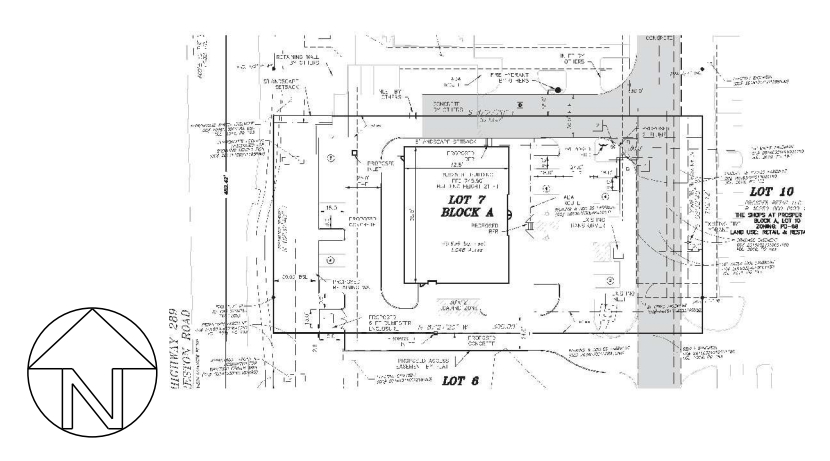
932 Thin Brick	63%
177 Split Face CMU	12%
327 STONE	22%
48 TRIM	3%

LEFT SIDE WALL  
SOUTH

- 1 TWO PIECE COMPRESSION TRIM COLOR: BLACK
- 2 THIN BRICK COLOR: OLDCASTLE TIMBERLAND WITH RED FLASH
- 3 WALL MOUNTED LIGHT FIXTURE BRONZE
- 4 PIPE GUARD WITH BEIGE SLEEVE
- 5 ENVIORNMENTAL STONWORKS AUTUMN/BUCKEYE
- 6 PAINT MAN DOOR TO MATCH WALL & METAL FRAMES BRONZE
- 7 DO NOT PAINT OVERHEAD DOOR PAINT ANGLES BRONZE
- 8 FOAM CORNICE PAINT: RELIABLE WHITE
- 9 ALUMINUM STOREFRONT - BRONZE FINISH
- 10 GLASS AND ALUMINUM DOORS - CLEAR BRONZE FINISH
- 11 NOT USED
- 12 NOT USED
- 13 TOILET WALL VENTS PAINT TO MATCH WALL BEHIND
- 14 STORE ADDRESS - 6" WHITE REFLECTIVE NUMBERS
- 15 SCUPPERS AND DOWNSPOUTS. BRONZE
- 16 NOT USED
- 17 NOT USED
- 18 3'-4" PILASTER WITH ENVIORNMENTAL STONWORKS AUTUMN/BUCKEYE
- 19 8" SPLIT FACE CMU BLOCK INTEGRAL COLOR: THOMAS TAN NO. 1103
- 20 CLEARESTORY WINDOW - EVERGREEN GLASS
- 21 FAUX WINDOW - OPAQUE BLACK GLASS
- 22 STANDING SEAM METAL ROOF - BLACK
- 23 CANOPY - BLACK



DUMPSTER ENCLOSURE



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<b>ARCHITECT:</b> GEORGE CALLOW 123 SOUTH FRONT STREET MEMPHIS, TN 38103 901-495-8705	<b>APPLICANT:</b> AUTOZONE, INC. CAROLYN THAEMERT 123 SOUTH FRONT STREET MEMPHIS, TN 38103 901-495-8994	<b>LANDLORD:</b> MQ PROSPER RETAIL, LLC C/O DON SILVERMAN, MANAGER 4622 MAPLE AVENUE, SUITE 200 DALLAS, TX 75219 214-393-3983
AUTOZONE STORE NO. 6029 NORTH PRESTON RD.		THE SHOPS AT PROSPER TRAIL, COLLIN COUNTY, TX LOT 7, BLOCK A
PROSPER TX 75078	TOWN PROJECT NUMBER:	
FACADE PLAN	SCALE: 1/8"=1'-0"	PREPARATION DATE: 7-7-20 REV 9-2-20



LOT 7 (AutoZone site) from Preston Rd

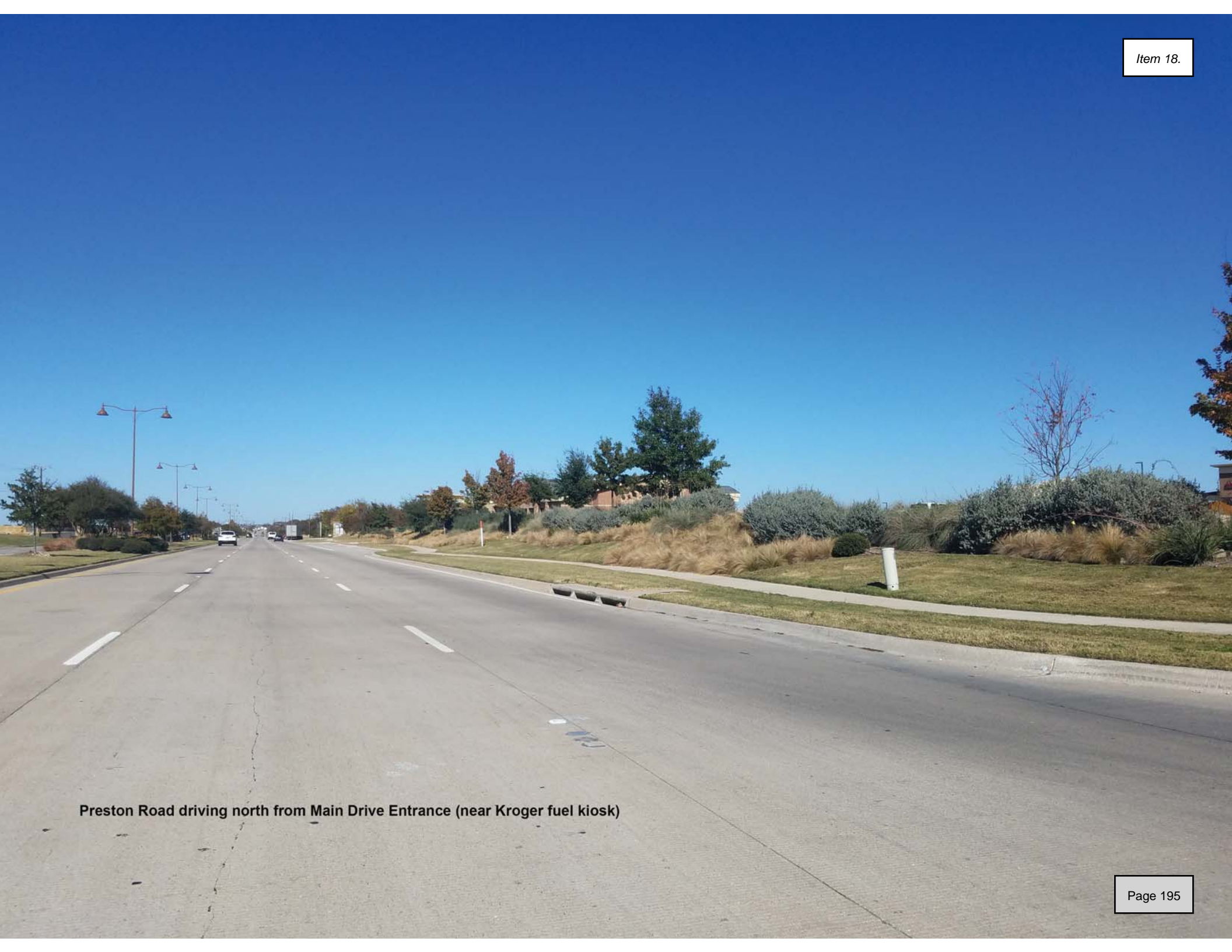




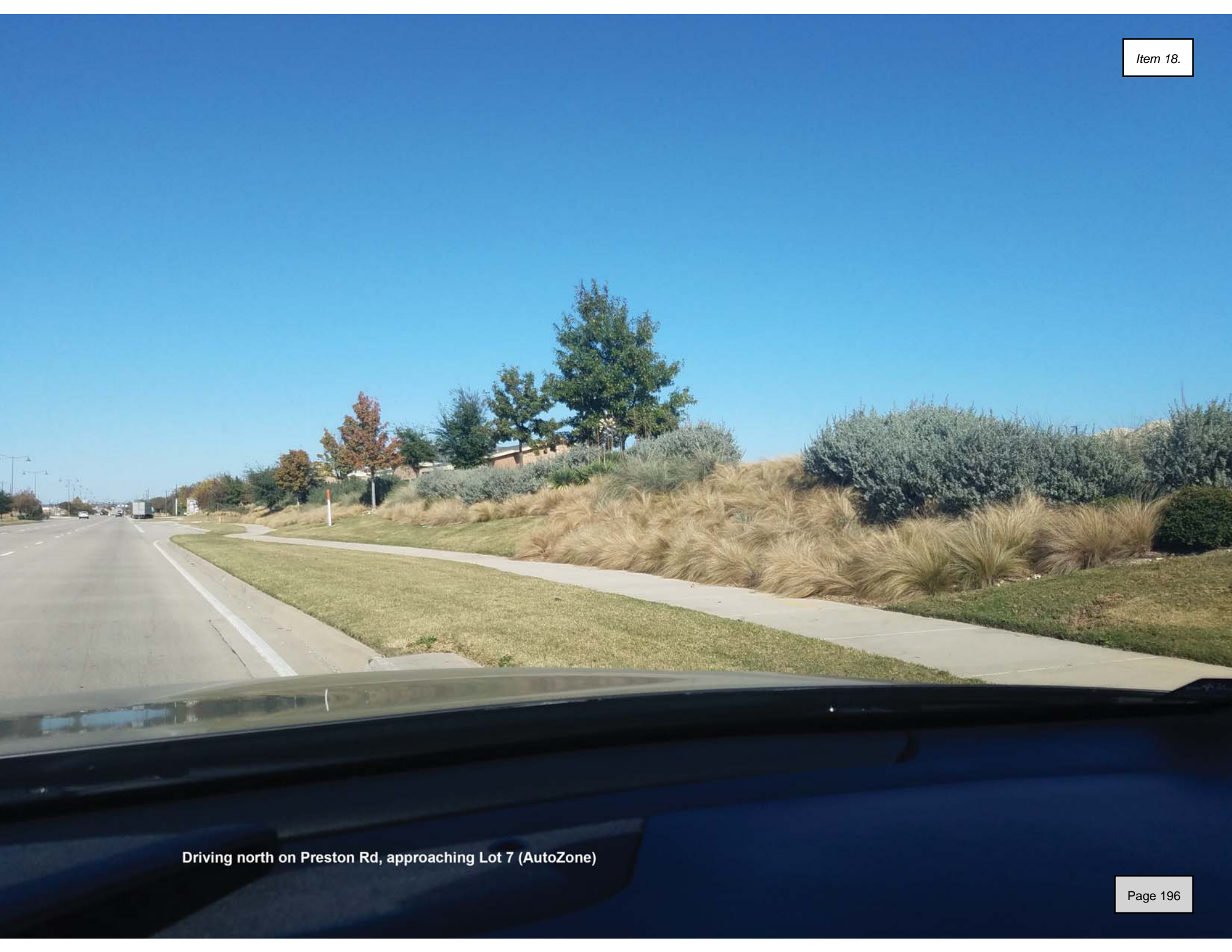
Lot 8 (Ebby Building) Nov. 11, 2020



Lot 7 (AutoZone) looking north from south end of parcel from Preston Rd



Preston Road driving north from Main Drive Entrance (near Kroger fuel kiosk)



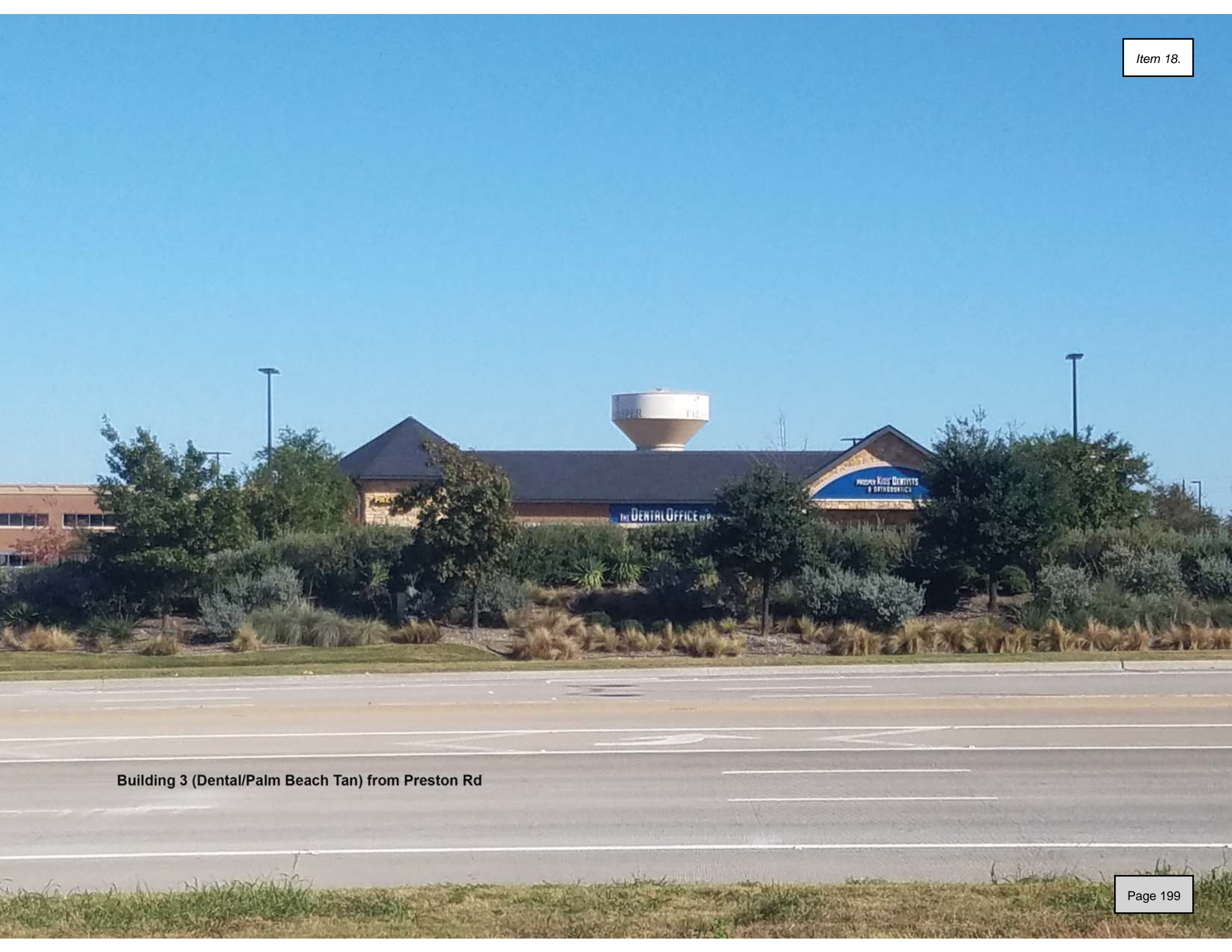
Driving north on Preston Rd, approaching Lot 7 (AutoZone)



Driving north on Preston Rd, approaching Lot 7 (AutoZone)






Driving north on Preston Rd, approaching Lot 7 (AutoZone)



Building 3 (Dental/Palm Beach Tan) from Preston Rd



-  approx. 22 ft. above finished floor
-  approx. 17 ft. above finished floor
-  approx. 13 ft. above finished floor



## PLANNING



**To:** Mayor and Town Council

**From:** Alex Glushko, AICP, Planning Manager

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services

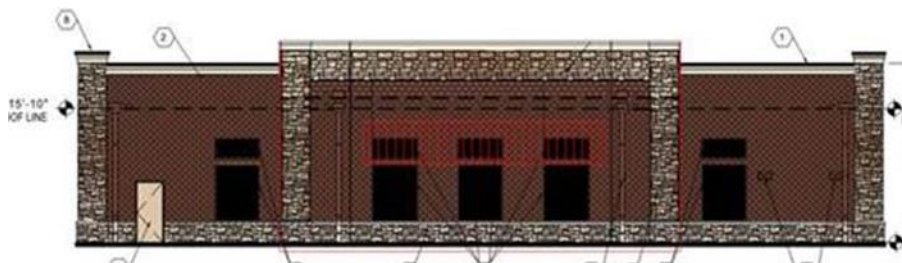
**Re:** Town Council Meeting – November 24, 2020

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a First Amended Development Agreement between MQ Prosper Retail LLC and the Town of Prosper, Texas, related to the Shops at Prosper Trail retail development.

**History:**

At the October 13, 2020, meeting this item was tabled in order to allow additional time to evaluate the rear view and reorientation of the AutoZone building. At the November 10, 2020, meeting this item was tabled to the November 24, 2020, in order to consider additional architectural elements of the rear building elevation. Since the meeting, staff has provided the proposed elevations to the Town Architect in order to identify any potential additional architectural improvements. The Architect offered the following suggestions, 1) incorporation of an awning over the rear center windows, and 2) raising the parapet feature over the rear center windows, as shown below.



The applicant has revised the elevations to reflect the Town Architect's recommendations. In addition, the applicant has provided photos and a new line of sight exhibit for review.

**Description of Agenda Item:**

In December 2019, Planned Development-68 (PD-68) for the Shops at Prosper Trail was amended to modify the layout of Lots 6-8 and to allow for flat roof architecture for AutoZone on Lot 7. Approval of the rezoning request was subject to approval of a Development Agreement

related to exterior building materials and architectural design. A Development Agreement was prepared accordingly and approved by the Town Council.

The approved Development Agreement depicted the front of the proposed AutoZone building facing westward, toward Preston Road. However, when the Site Plan application was received by the Town, it depicted the building facing eastward, toward the interior of the development rather than Preston Road. While the Zoning Ordinance allows the Site Plan to be approved with a reorientation of the building, the Development Agreement is required to be amended. With this request the applicant is proposing to amend the Development Agreement to allow for the reorientation of the AutoZone to face eastward. The applicant has included a line-of-sight exhibit depicting the look of the rear of the building from Preston Road.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Development Agreement First Amendment
2. Exhibits A and B
3. Applicant Provided Site Photos
4. New Line of Sight Exhibit

**Town Staff Recommendation:**

Staff recommends the Town Council authorize the Town Manager to execute an amendment to the Development Agreement between MQ Prosper Retail LLC and the Town of Prosper, Texas, related to the Shops at Prosper Trail retail development.

**Proposed Motion:**

I move to authorize the Town Manager to execute an amendment to the Development Agreement between MQ Prosper Retail LLC and the Town of Prosper, Texas, related to the Shops at Prosper Trail retail development.

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (“First Amendment to Development Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and MQ Prosper Retail LLC (“Owner”) (individually, a “Party” and collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

**WHEREAS**, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Owner is a Texas limited liability company qualified to do business in the State of Texas; and

**WHEREAS**, Owner has developed the Shops at Prosper Trail located in Collin County in the Town, and more particularly described in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, in 2014 the Town approved Planned Development 68 (“PD-68”) relative to the development of the Property as a retail shopping center and has approved certain amendments to PD-40 subsequent thereto; and

**WHEREAS**, on or about December 10, 2019, the Town approved certain amendments to PD-68, as more fully described in the applicable zoning ordinance, and further, the Parties agreed to certain other matters, including architectural features and building materials to be utilized for structures on the Property; and

**WHEREAS**, the foregoing was memorialized in a Development Agreement (“Development Agreement”) approved by the Town Council on or about December 10, 2019, and subsequently filed in the Collin County Real Property records on or about December 16, 2019, as Document # 20191216001599640; and

**WHEREAS**, on or about November 24, 2020, the Town Council considered and approved a Site Plan and Façade Elevations, and authorized the execution of this First Amendment to Development Agreement on or about November 24, 2020; and

**WHEREAS**, this First Amendment to Development Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in PD-68, as amended, and to recognize Owner’s reasonable investment-backed expectations in PD-68, as amended; and

**WHEREAS**, subject to the terms of this First Amendment to Development Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions, standards and notes reflected in the Development Agreement executed on or about December 10, 2019, as amended by this First Amendment to Development Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Architectural Standards and Building Materials.** For any structure built on the Property following the Effective Date, it shall comply with the applicable requirements contained

in Exhibit B, "Architectural Standards and Building Materials," attached hereto and incorporated by reference, and Owner agrees to construct those structures in compliance therewith. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

**2. Effect of Development Agreement.** Except to the extent referenced in Exhibit B, attached hereto and incorporated by reference, all other terms and conditions contained in the Development Agreement executed on or about December 10, 2019, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date referenced herein.

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Name: Harlan Jefferson  
Title: Town Manager, Town of Prosper

**STATE OF TEXAS            )**  
  )  
**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2020, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**OWNER:**

**MQ Prosper Retail LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Donald L. Silverman  
Title: Manager

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF COLLIN        )**

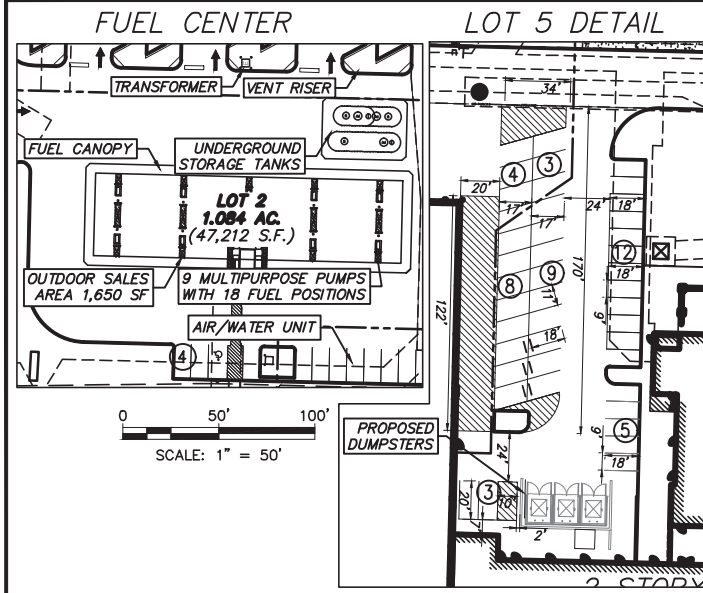
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Donald L. Silverman, in his capacity as Manager of MQ Prosper Retail LLC, a Texas limited liability company, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

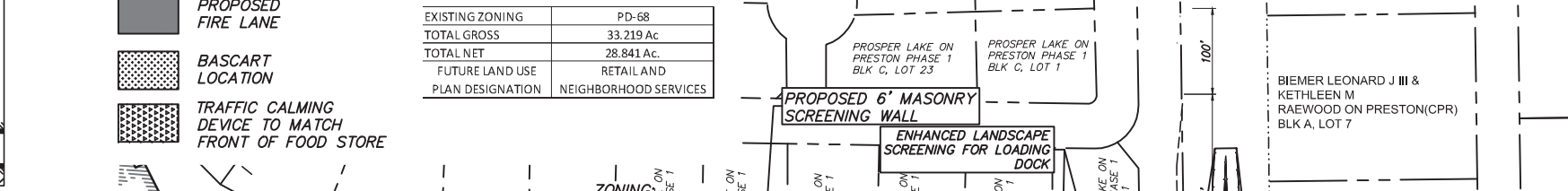
**EXHIBIT A**  
**(Property Description)**

**EXHIBIT B**  
**ARCHITECTURAL STANDARDS AND BUILDING MATERIALS**



LOT NUMBER	ZONING	PROPOSED USE	LOT AREA (AC)	BUILDING AREA (SF)	BUILD'G HEIGHT (FT)	LOT COVERAGE	FLOOR AREA RATIO	TOTAL PARK'G REQUIRED (1:250)	TOTAL PARKING PROVIDED	HC PARKING REQUIRED	HC PARKING PROVIDED	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	OPEN SPACE RATIO REQUIRED	OPEN SPACE RATIO PROVIDED	INTERIOR LANDSCAP'G REQUIRED (SF)	INTERIOR LANDSCAPING PROVIDED (SF)	SQUARE FOOTAGE OF IMPERVIOUS SURFACE (SF)
1	PD-RETA	GROCERY STORE	12.874	114,788	41' 8"	20.47%	0.21	460	542	11	14	39,255.40	46,642.74	7%	8%	8,130	15,520	482,152
1 W/ EXPANSION	PD-RETA	GROCERY STORE	12.874	134,788	41' 8"	24.04%	0.25	540	542	11	14	39,255.40	32,395.03	7%	6%	8,130	15,520	482,152
2	PD-RETA	FUEL CENTER	1.084	180	40' 0"	0.38%	0.01	1	9	1	1	3,305.33	3,377.95	7%	7%	135	480	44,439
3	PD-RETA	RETAIL/OFFICE	1.329	5,000	40' 0"	8.64%	0.09	20	60	2	2	4,052.39	5,230.56	7%	9%	900	1,440	44,206
4	PD-RETA	RETAIL/OFFICE	1.122	4,500	40' 0"	9.41%	0.10	19	19	1	1	3,421.20	3,317.57	7%	7%	285	800	32,389
5	PD-RETA	RETAIL/OFFICE	4.097	45,000	40' 0"	25.21%	0.26	144	170	5	7	12,492.57	10,120.17	7%	6%	2,550	4,160	125,832
6	PD-RETA	RETAIL/OFFICE	1.250	2,450	40' 0"	4.50%	0.05	25	34	2	2	3,811.50	5,257.38	7%	10%	510	1,600	38,310
7	PD-RETA	RETAIL/OFFICE	0.875	7,500	40' 0"	19.68%	0.20	30	46	2	2	2,668.05	3,957.56	7%	10%	690	1,600	38,554
8	PD-RETA	RETAIL/OFFICE	1.433	9,000	40' 0"	14.56%	0.15	28	45	2	2	4,369.50	3,706.37	7%	6%	675	1,120	42,680
9	PD-RETA	RETAIL/OFFICE	2.685	10,940	40' 0"	9.35%	0.10	63	49*	3	3	8,187.10	34,738.41	7%	30%	735	1,600	101,272
10	PD-RETA	RETAIL/OFFICE	2.081	19,688	40' 0"	21.06%	0.22	112	77*	5	5	6,345.39	13,331.79	7%	15%	1,155	1,920	67,339
TOTAL W/O EXPANSION			28.830	218,036				902	1051	35	39	87,908.44	129,680.50	7%	10%	15,765	30,240	1,016,573
TOTAL W/ EXPANSION			28.830	238,036				982	1051	35	39	87,908.44	115,432.19	7%	9%	15,765	30,240	1,016,573

\*PARKING COUNT INCLUDES HAND CAPPED PARK'G SUBJECT TO AN OFF-THE-PARKING AGREEMENT

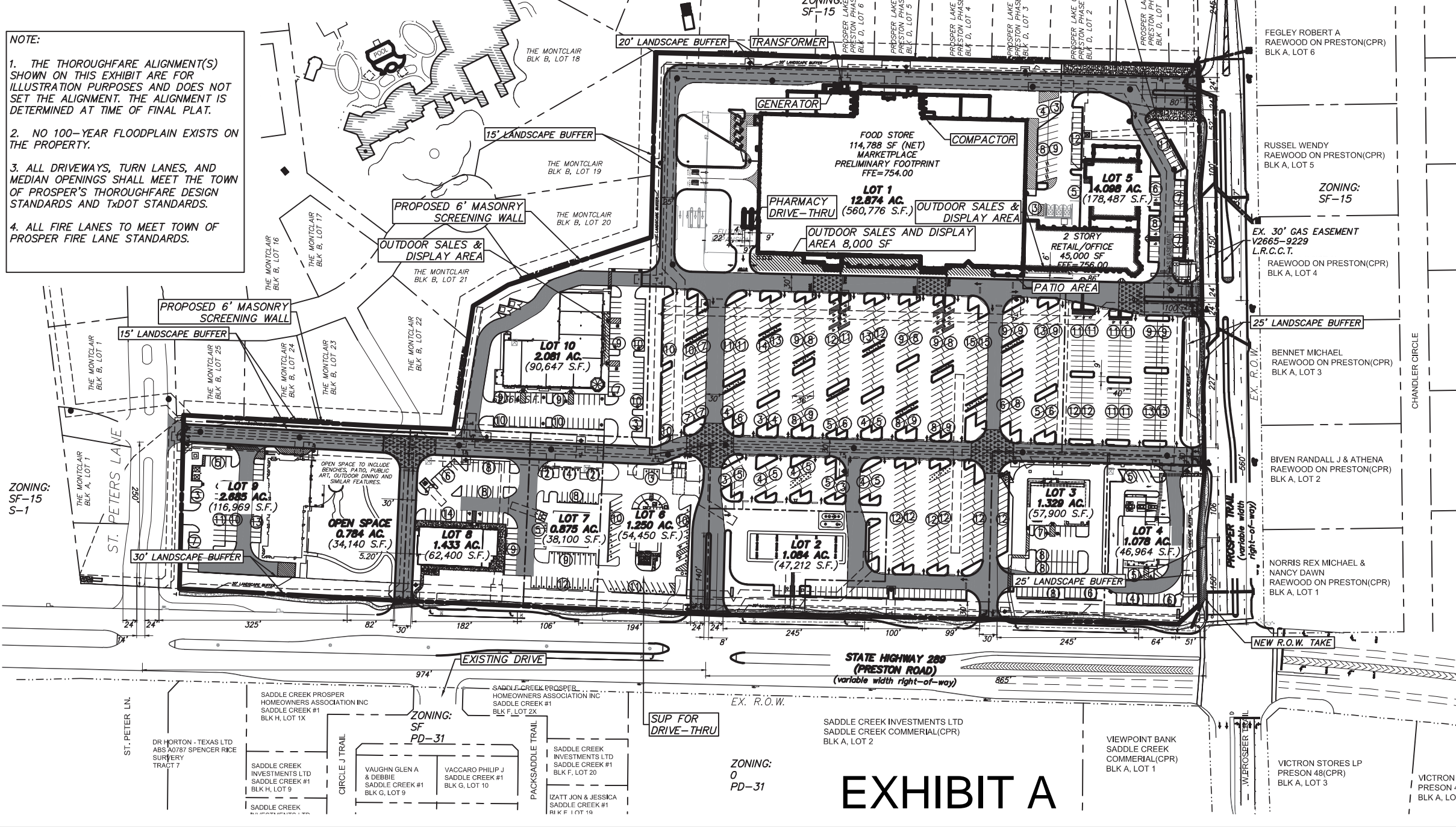


M.C.	REVISIONS	DATE
11.	SITE PLAN REVISIONS	10/08/19
10.	SITE PLAN REVISIONS	08/30/19
9.	SITE PLAN REVISIONS	09/16/19
8.	SITE PLAN REVISIONS	07/10/14
7.	SITE PLAN REVISIONS	07/01/14
6.	SITE PLAN REVISIONS	6/25/14
No.	REVISION	

Item 19.

- NOTE:
1. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
  2. NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY.
  3. ALL DRIVEWAYS, TURN LANES, AND MEDIAN OPENINGS SHALL MEET THE TOWN OF PROSPER'S THOROUGHFARE DESIGN STANDARDS AND TxDOT STANDARDS.
  4. ALL FIRE LANES TO MEET TOWN OF PROSPER FIRE LANE STANDARDS.

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



ZONING: SF-15 S-1

ZONING: SF-15

ZONING: PD-31

# EXHIBIT A

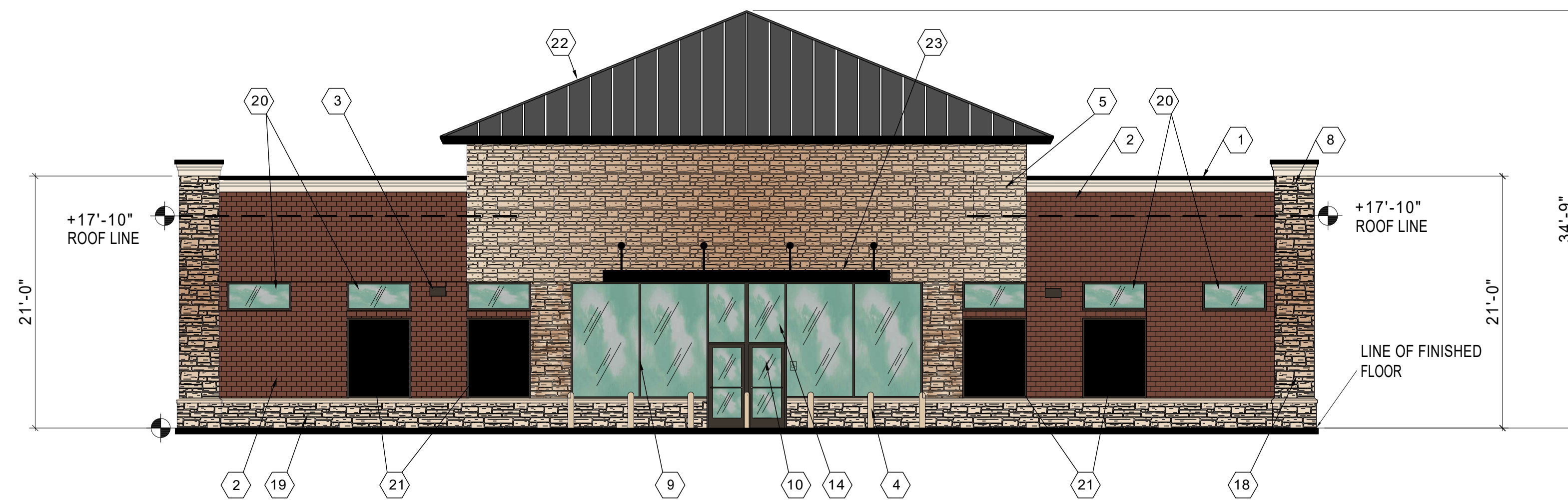
CASE NO. Z19-0017  
 EXHIBIT D - SITE PLAN  
 KROGER TEXAS, L.P.  
 1331 E. AIRPORT FREEWAY  
 IRVING, TEXAS 75062  
 COLLIN COUNTY SCHOOL LAND NO. 13 SURVEY, ABSTRACT NO. 172  
 TOWN OF PROSPER  
 COUNTY OF COLLIN

PRELIMINARY - NOT FOR CONSTRUCTION

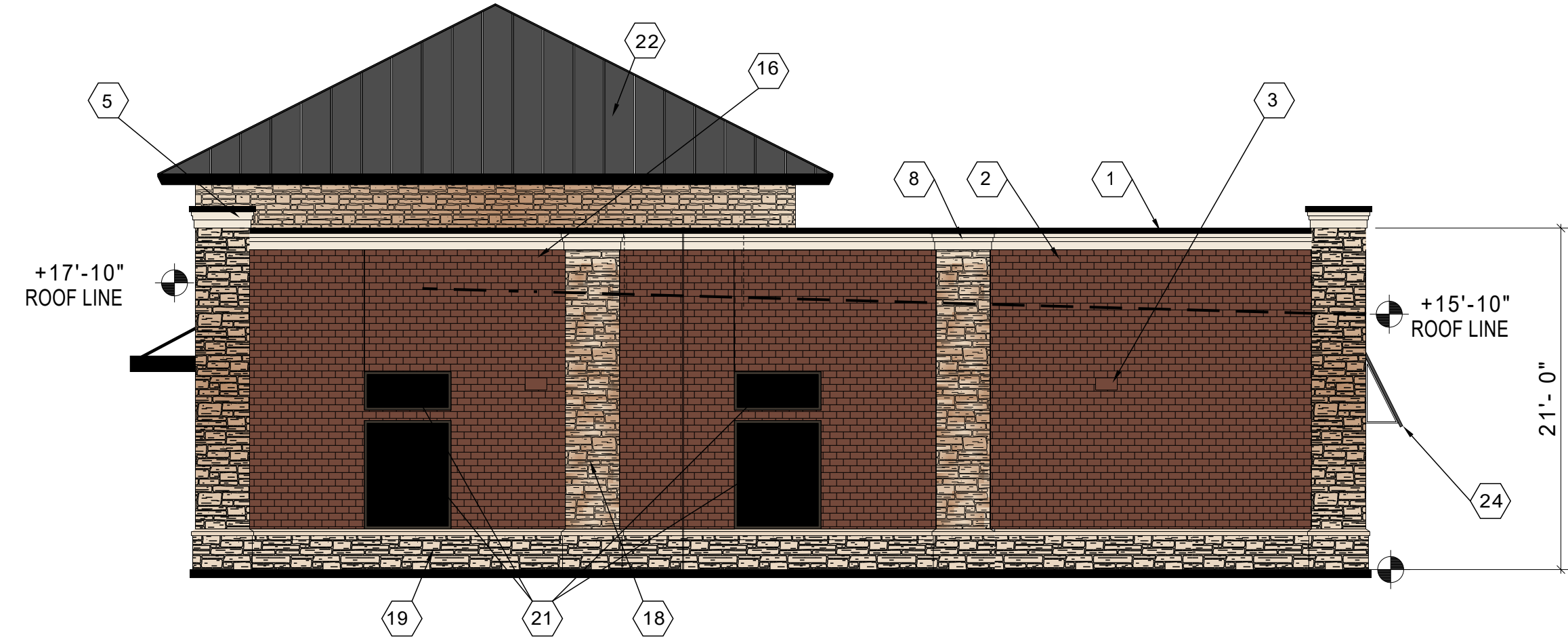
EXHIBIT D - SITE PLAN  
 SHOPS AT PROSPER TRAIL  
 PROSPER, TEXAS

**Winkelmann & Associates, Inc.**  
 CONSULTING CIVIL ENGINEERS  
 SURVEYORS  
 6750 HILLCREST PLAZA, SUITE 215  
 DALLAS, TEXAS 75231  
 (972) 484-7999  
 (972) 484-7998 FAX  
 CO. REG. NO. 2418, MEASUREMENT & ASSOCIATES, INC.

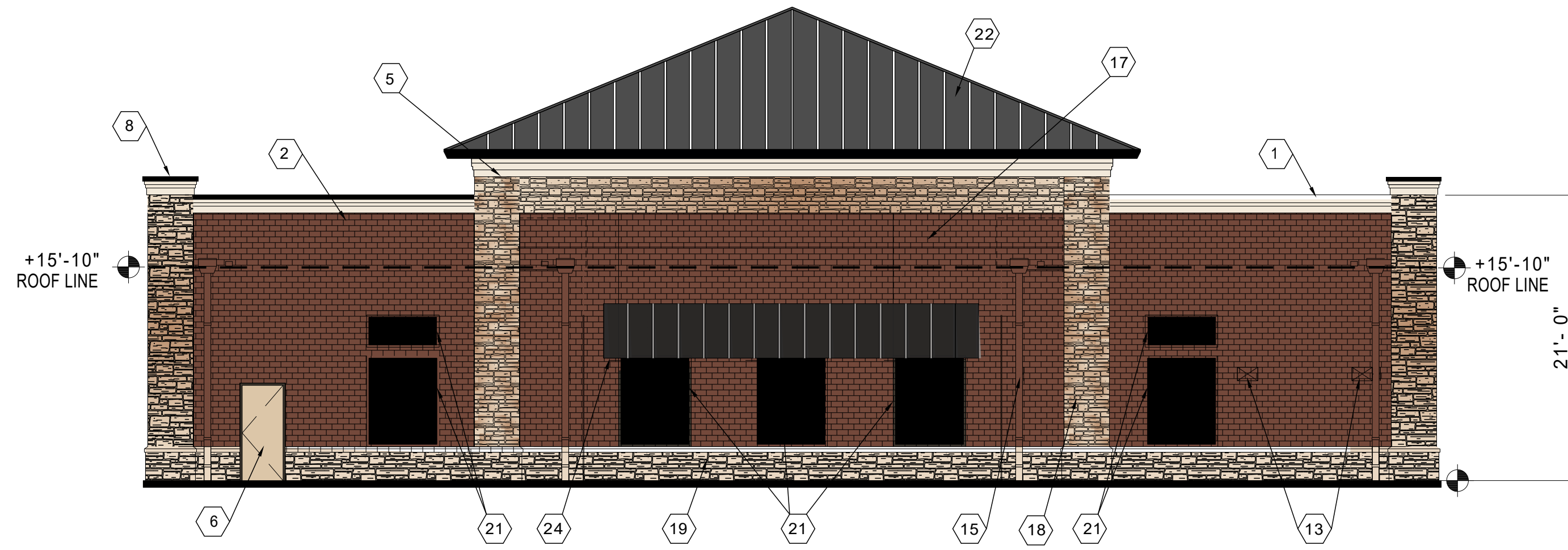




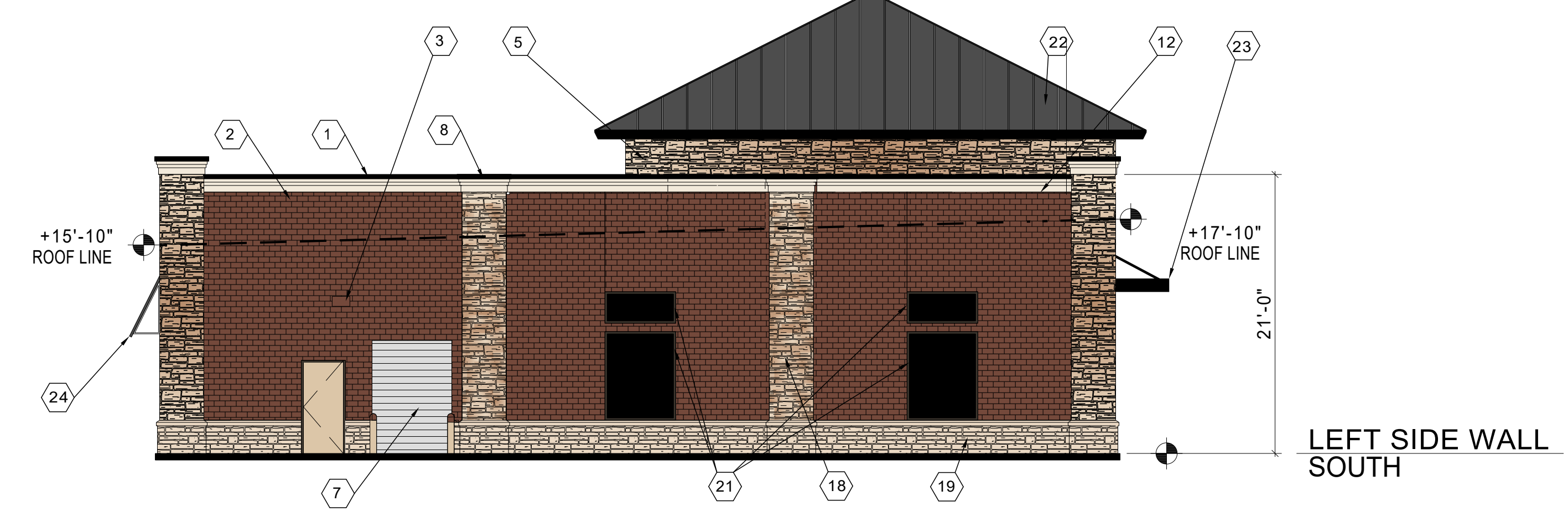
FRONT WALL  
EAST (HIGH SIDE)



RIGHT SIDE WALL  
NORTH

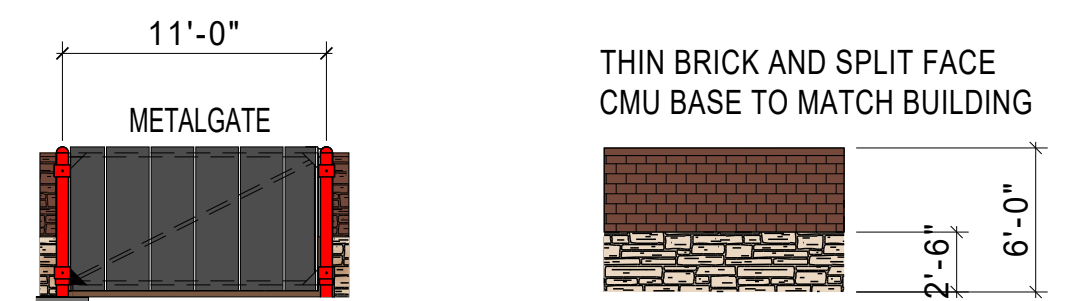


REAR WALL  
WEST (LOW SIDE)



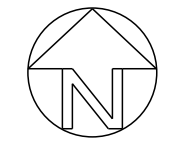
LEFT SIDE WALL  
SOUTH

- 1 TWO PIECE COMPRESSION TRIM COLOR: BLACK
- 2 THIN BRICK COLOR: OLDCASTLE TIMBERLAND WITH RED FLASH
- 3 WALL MOUNTED LIGHT FIXTURE BRONZE
- 4 PIPE GUARD WITH BEIGE SLEEVE
- 5 ENVIORNMENTAL STONEWORKS AUTUMN/BUCKEYE
- 6 PAINT MAN DOOR TO MATCH WALL & METAL FRAMES BRONZE
- 7 DO NOT PAINT OVERHEAD DOOR PAINT ANGLES BRONZE
- 8 FOAM CORNICE PAINT: RELIABLE WHITE
- 9 ALUMINUM STOREFRONT - BRONZE FINISH
- 10 GLASS AND ALUMINUM DOORS - CLEAR BRONZE FINISH
- 11 NOT USED
- 12 NOT USED
- 13 TOILET WALL VENTS PAINT TO MATCH WALL BEHIND
- 14 STORE ADDRESS - 6" WHITE REFLECTIVE NUMBERS
- 15 SCUPPERS AND DOWNSPOUTS. BRONZE
- 16 NOT USED
- 17 NOT USED
- 18 3'-4" PILASTER WITH ENVIORNMENTAL STONEWORKS AUTUMN/BUCKEYE
- 19 8" SPLIT FACE CMU BLOCK INTEGRAL COLOR: THOMAS TAN NO. 1103
- 20 CLEARESTORY WINDOW - EVERGREEN GLASS
- 21 FAUX WINDOW - OPAQUE BLACK GLASS
- 22 STANDING SEAM METAL ROOF - BLACK
- 23 CANOPY - BLACK
- 24 LIGHT GA METAL FRAMING AWNING WITH STANDING SEAM METAL ROOF - BLACK



DUMPSTER ENCLOSURE

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN 10 PERCENT.
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.



<p><b>ARCHITECT:</b> GEORGE CALLOW 123 SOUTH FRONT STREET MEMPHIS, TN 38103 901-495-8705</p>	<p><b>APPLICANT:</b> AUTOZONE, INC. CAROLYN THAEMERT 123 SOUTH FRONT STREET MEMPHIS, TN 38103 901-495-8994</p>	<p><b>LANDLORD:</b> MQ PROSPER RETAIL, LLC C/O DON SILVERMAN, MANAGER 4622 MAPLE AVENUE, SUITE 200 DALLAS, TX 75219 214-393-3983</p>
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<p>AUTOZONE STORE NO. 6029 NORTH PRESTON RD.</p>	<p>THE SHOPS AT PROSPER TRAIL, COLLIN COUNTY, TX LOT 7, BLOCK A</p>
<p>PROSPER TX 75078</p>	<p>TOWN PROJECT NUMBER:</p>
<p>FACADE PLAN</p>	<p>PREPARATION DATE: 7-7-20 REV 11-19-20</p>

SCALE:  
1/8"=1'-0"



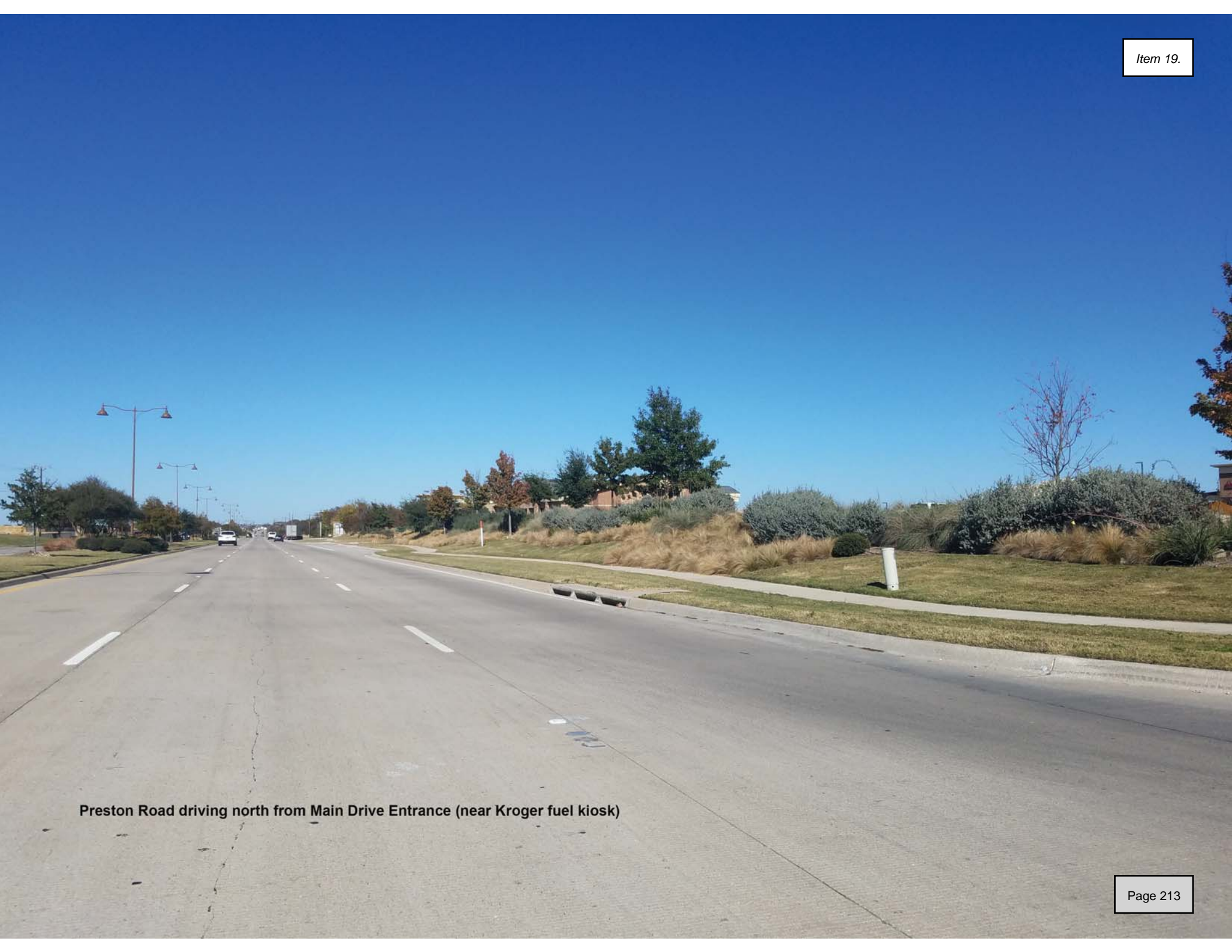
LOT 7 (AutoZone site) from Preston Rd



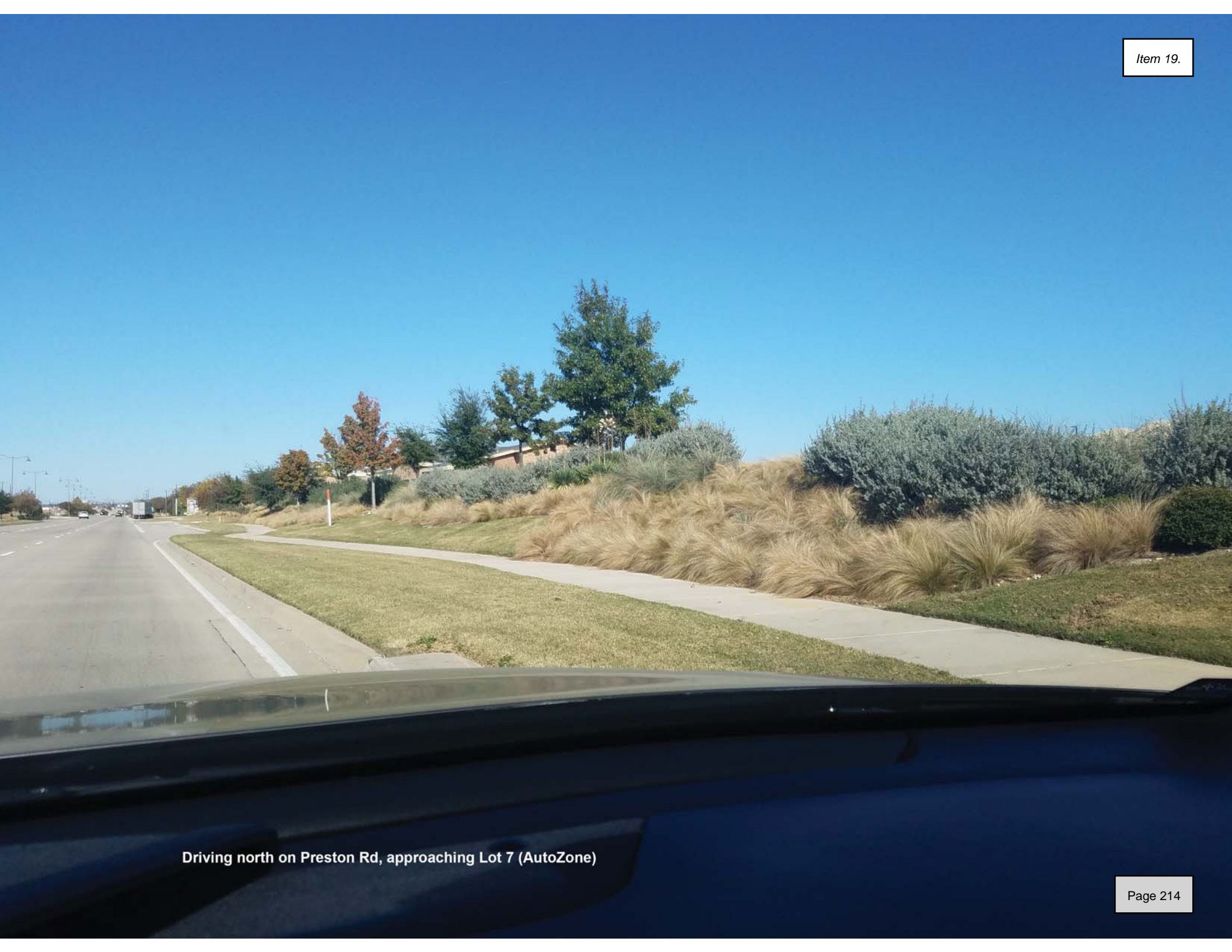
Lot 8 (Ebby Building) Nov. 11, 2020



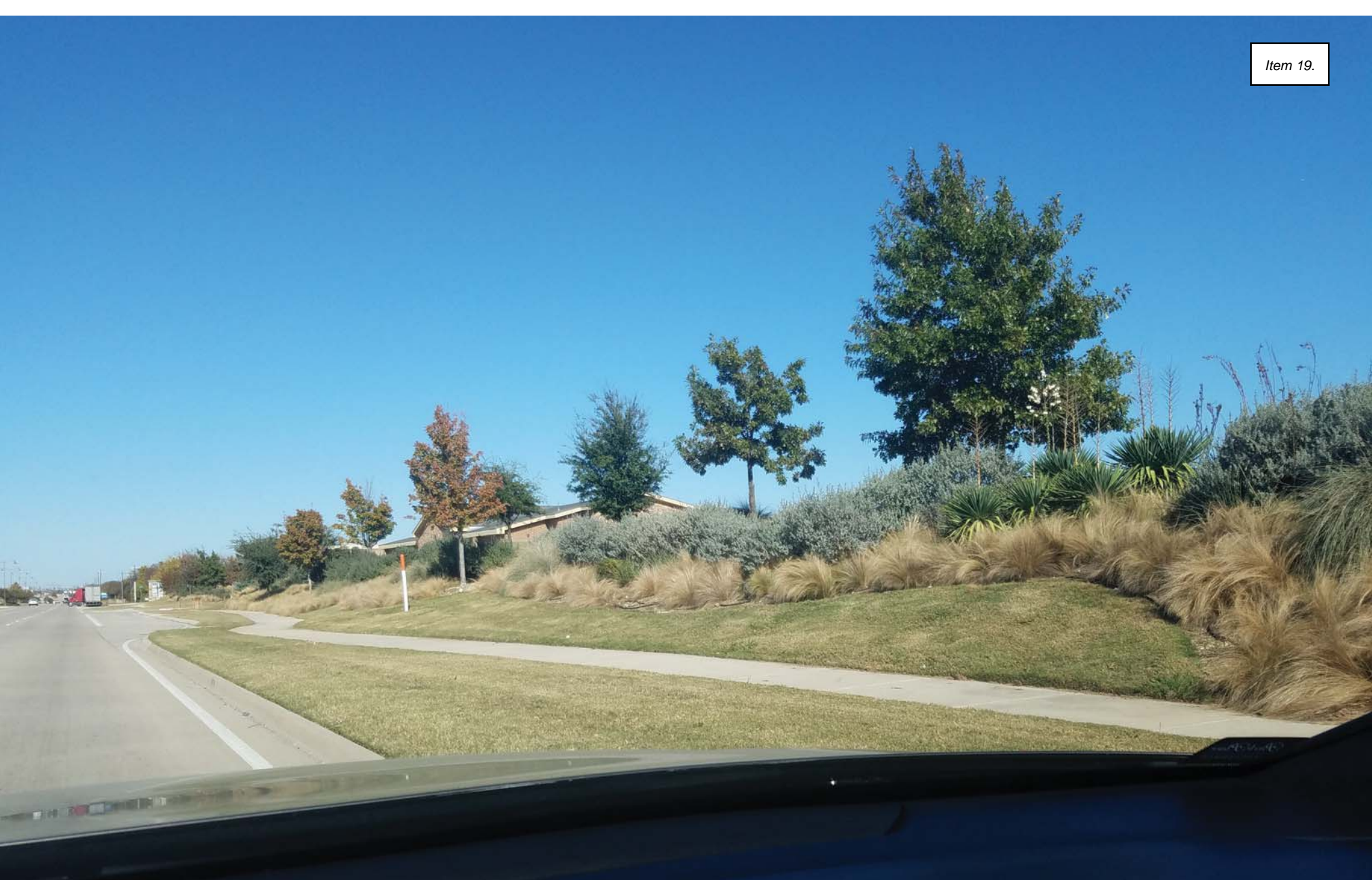
Lot 7 (AutoZone) looking north from south end of parcel from Preston Rd



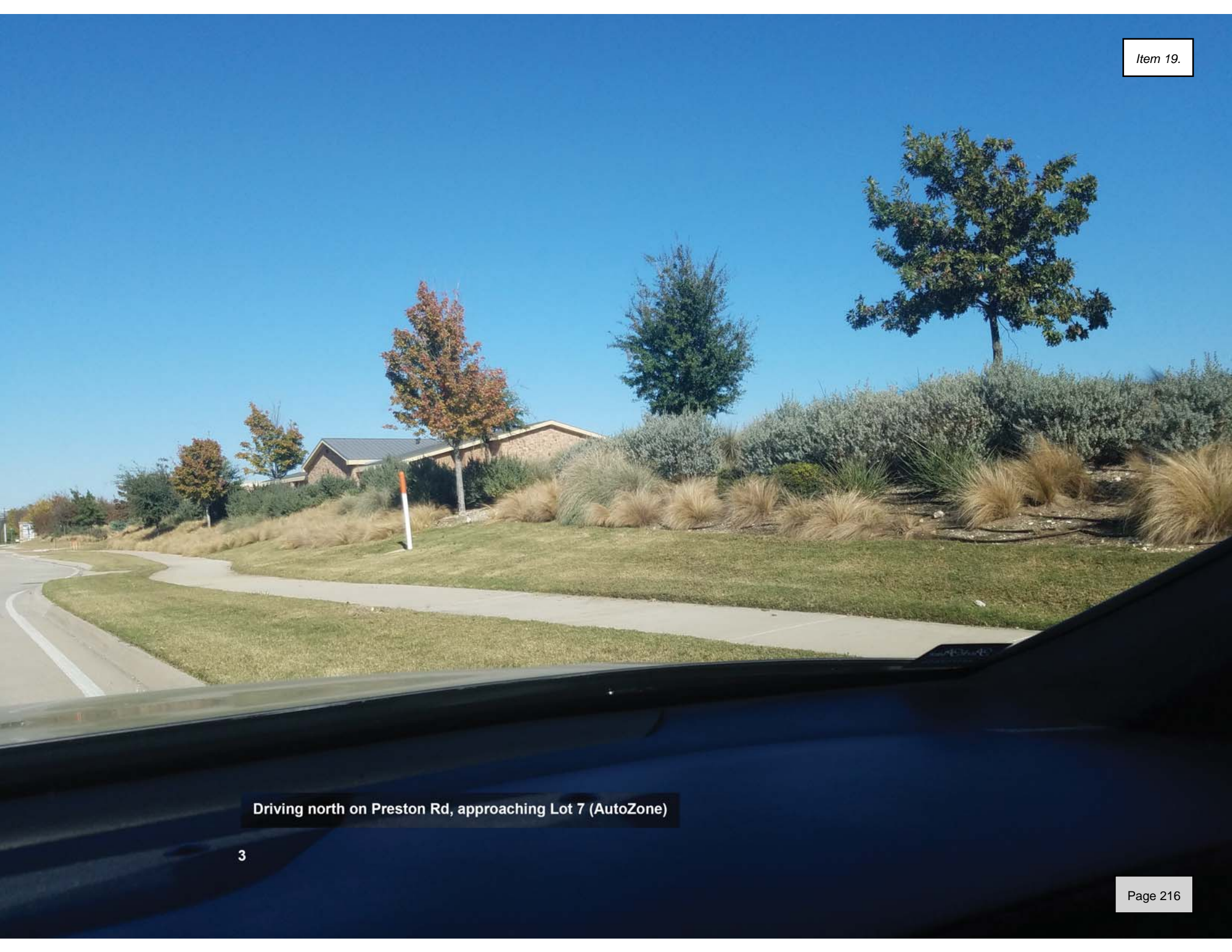
Preston Road driving north from Main Drive Entrance (near Kroger fuel kiosk)



Driving north on Preston Rd, approaching Lot 7 (AutoZone)

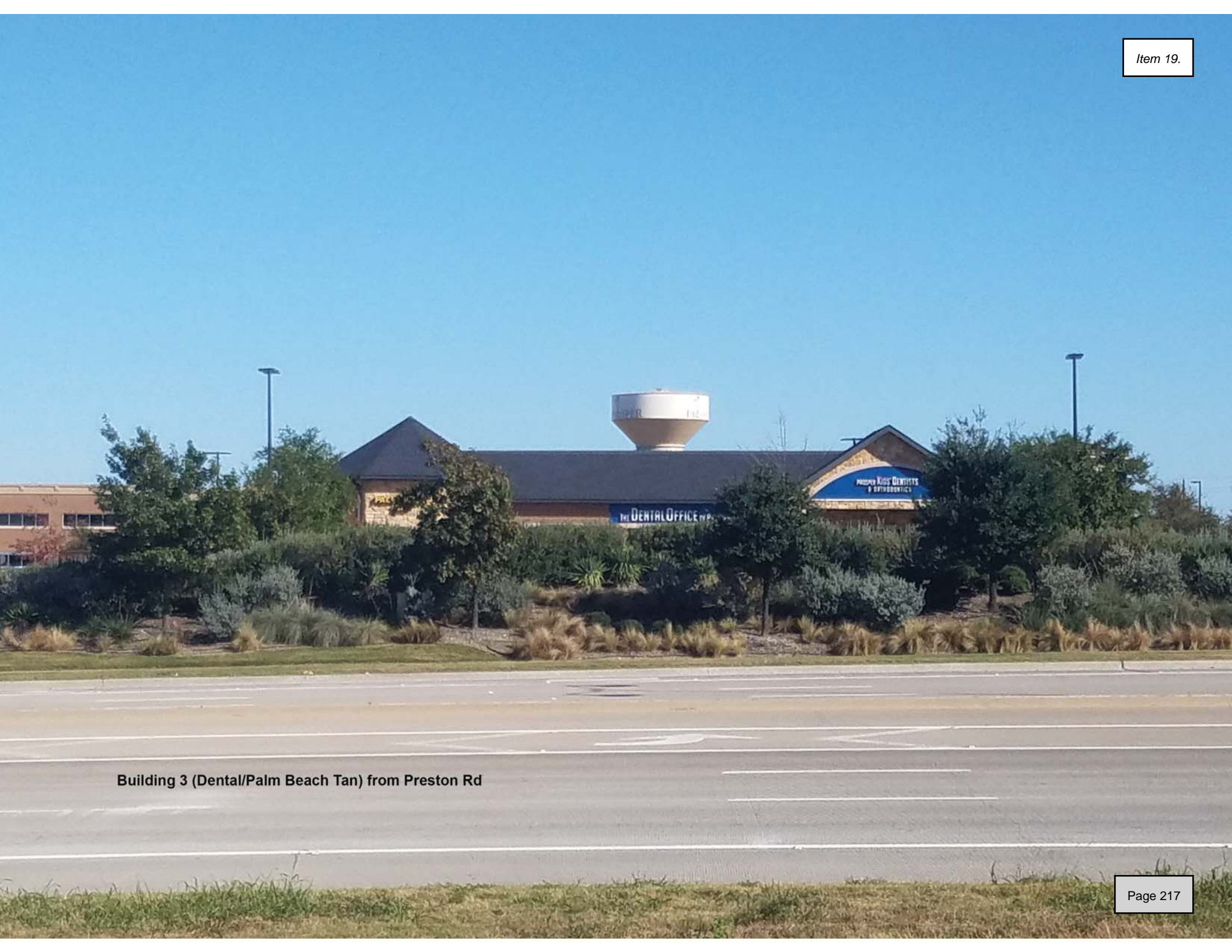


Driving north on Preston Rd, approaching Lot 7 (AutoZone)



Driving north on Preston Rd, approaching Lot 7 (AutoZone)





Building 3 (Dental/Palm Beach Tan) from Preston Rd



— approx. 22 ft. above finished floor  
— approx. 17 ft. above finished floor



## DEVELOPMENT SERVICES

**To:** Mayor and Town Council

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

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services

**Re:** Town Council Meeting – November 24, 2020

**Agenda Item:**

Discussion on Outdoor Lighting Standards.

**Background/Description of Agenda Item:**

With the increase in the number of proposed playing and practice fields related to public and private schools, staff received direction to evaluate the Town's outdoor lighting standards related to these uses. Outdoor lighting standards are incorporated within Section 6, Chapter 4 of the Zoning Ordinance, and are attached as Exhibit A.

Within the Section 6.8, "Exemptions," the following is provided:

"Because of their unique requirement for nighttime visibility and their limited hours of operations, public and commercial ball diamonds, playing fields, and tennis courts are exempted from the general standards of this section. Private ball diamonds, playing fields, and tennis courts on a Single Family lot built as an accessory use to the home on that lot are subject to the requirements of this Section. Lighting for these public and commercial outdoor recreational uses shall be shielded to minimize light and glare from spilling over onto protected residential properties. The maximum permitted illumination at the property line shall not exceed two (2) foot-candles."

Suggested amendments for sports field lighting:

1. Light poles for playing or performance area permitted at a maximum of 80 feet height;
2. Glare control package required (louvers, shields, or similar devices);
3. Shielded as to not cast direct light on adjacent properties
4. Light beams directed to playing or performance area;
5. Lighting for playing or performance area extinguished by 10:00 pm or upon conclusion of final event. No new event shall start after 10:00 pm;
6. Stadium-lit facility minimum of 500 feet from residential use (PISD Children's Health Stadium is 1,100 feet from nearest residential neighborhood)

Due to unique circumstances, topography, lighting technology, etc., the Town Council should be able to grant waivers to the above-noted criteria on a case-by-case basis.

**General Comments Regarding Current Outdoor Lighting Standards**

In comparing the current standards, not related to sports field lighting, the standards are consistent with DFW area communities and provide protection for nearby residential properties. Standards which could be improved is the slight reduction of the maximum height of parking lot lighting from 30 feet to 25 feet. Additionally, the maximum height of light poles within 100 feet of a residential property is currently 20 feet. Staff recommends that any light poles within 50 feet of residential property be further reduced to a maximum of 15 feet.

**Attached Documents:**

1. Exhibit A - Current Outdoor Lighting Standards

**Town Staff Recommendation:**

Staff recommends the Town Council provide feedback on these proposed standards.

**EXHIBIT A**SECTION 6  
OUTDOOR LIGHTING6.1 **PURPOSE**

The purpose of this Section is to:

- Reduce the problems created by improperly designed and installed outdoor lighting.
- Eliminate problems of glare on operators of motor vehicles, pedestrians and land uses.
- Minimize light trespass.
- Reduce the energy and financial costs of outdoor lighting by establishing regulations, which limit the area that certain kinds of outdoor lighting fixtures can illuminate.
- Preserve the night sky as a natural resource and thus people's enjoyment of looking at the sky and stars.

6.2 **GENERAL REQUIREMENTS**

- A. The following standards shall apply to all exterior lighting except public street lighting and other lighting that is specifically exempted by this Section.
1. Light sources or luminaries are prohibited in buffer areas and within required setback yard areas except on pedestrian walkways and hike and bike trails.
  2. Light for outdoor advertising shall be designed to function as Full Cutoff Type of Luminary(s). Lighting intended for outdoor advertising shall be directed downward. The temporary use of lasers and spotlights that project light into the sky may be allowed subject to the restrictions of temporary outdoor lighting in Section 6.3 below.
  3. All luminaries located on non-residential use properties shall be designed so that the light source (bulb or lamp) is completely shielded from direct view of at a point three (3) feet above grade on the lot line abutting a protected residential property. In all other instances, the light source must be completely shielded from direct view of at a point five (5) feet above grade on the lot line.
  4. All luminaries located on private property shall be designed or positioned so that the maximum illumination at the property line next to protected residential property shall not exceed one-quarter (1/4) foot-candle and shall not exceed one-half (1/2) foot-candle adjacent to a street right-of-way.
  5. All luminaries and light sources subject to this Section shall be maintained and kept in good working order.
  6. Lighting for canopies covering fueling stations at automobile service stations and drive-thru facilities shall not illuminate abutting properties and the luminaries shall be designed so that the light source (bulb or lamp) is completely shielded from direct view at a point five (5) feet above the grade on the lot line.
  7. Wall or roof lighting may be used to illuminate the pedestrian walkways, entrance areas, and yard areas within thirty (30) feet of the building. No wall or roof lighting shall be used to illuminate areas for motor vehicle parking or access unless the Building Official finds the following:
    - (i) that the proposed lighting is not in conflict with the stated purpose;
    - (ii) that the proposed lighting will not unreasonably harm or restrict public health, safety and welfare or create a nuisance; and
    - (iii) the proposed lighting will not result in an impairment of vision creating a hazard for vehicular or pedestrian traffic.
  8. Any open area used for motor vehicle parking, storage or access shall be illuminated with freestanding

luminaries. Freestanding luminaries are permitted to be a maximum of thirty (30) feet in height. When a luminary is located within one hundred (100) feet of protected residential property, the maximum permitted luminaries' height shall be twenty (20) feet. All luminaries must have a total cutoff angle equal to or less than ninety (90) degrees. The use of exterior lighting with a cutoff angle greater than ninety (90) degrees shall be permitted only when the Building Official find the following:

- (i) that the proposed lighting is not in conflict with the stated purpose;
  - (ii) that the proposed lighting will not unreasonably harm or restrict public health, safety and welfare or create a nuisance; and
  - (iii) the proposed lighting will not result in an impairment of vision creating a hazard for vehicular or pedestrian traffic.
9. Externally illuminated signs, advertising displays, billboards, building identification, and monument signs shall use top mounted light fixtures which shine light downward and which are fully shielded or upward with pin-pointed light which are fully shielded.
  10. Outdoor light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a very narrow cone of light for the purpose of confining the light to the object of interest and minimize spill-light and glare.
  11. Building facades and architectural features of buildings may be floodlighted when the following conditions are met:
    - (i) floodlight fixtures are equipped with shields and are located so as to limit the fixture's direct light distribution to the façade or feature being illuminated;
    - (ii) the configuration of the floodlight installation shall block all view to the floodlight fixture's lamp from adjacent properties; and
    - (iii) the maximum luminance of any floodlighted surface does not exceed the foot-candles specified in the Illuminating Engineering Society of North America Lighting Handbook for floodlighting surfaces.

### 6.3 TEMPORARY OUTDOOR LIGHTING

- A. Any temporary outdoor lighting that conforms to the requirements of this Section shall be allowed. Nonconforming temporary outdoor lighting may be permitted by the Planning & Zoning Commission after considering:
  1. the nature of the exemption;
  2. the public and/or private benefits that would result from the temporary lighting;
  3. placement and height of outdoor light fixtures;
  4. type of outdoor light fixture to be used, including total lumen output and character of shielding, if any;
  5. any annoyance or safety problems that may result from the use of the temporary lighting;
  6. the duration of the temporary nonconforming lighting and time that lights will be operating; and
  7. such other data and information as may be required by the Building Official and/or Planning & Zoning Commission to clarify the request.
- B. The applicant shall submit a detailed description of the proposed temporary nonconforming lighting to the Building Inspections Department who shall prepare and forward a report to the Planning & Zoning Commission for its consideration.

### 6.4 ILLUMINATION LEVELS

The illumination levels contained in the Illuminating Engineering Society of North America Lighting Handbook, as

amended from time to time, shall be used as a guide for providing adequate and safe illumination levels. The Planning & Zoning Commission may require conformance with the illumination levels contained in the Lighting Handbook, Illuminating Engineering Society of North America as part of the review and approval of a private and/or public development project.

## 6.5 METHOD OF MEASUREMENT

The light measuring meter shall have a color and cosine-corrected sensor with multiple scales and shall read within an accuracy of plus or minus five (5) percent. It should have been tested, calibrated, and certified by an independent commercial photometric laboratory or the manufacturer within one (1) year of its use.

Illumination levels shall be measured in foot-candles with a meter sensor in a horizontal position at an approximate height of three (3) feet above grade. Maximum illumination readings are to be taken directly beneath the luminaries. Readings should be taken after a cumulative initial lamp burn for a period of at least two hundred (200) hours.

## 6.6 EXTERIOR LIGHTING PLAN

A. A lighting plan shall be required anytime exterior lighting is proposed, or modified, that is associated with a use of greater intensity than a single family detached or duplex dwelling. The lighting plan shall be submitted to the Building Inspections Department. The submission shall contain, but not be limited to the following:

1. plans indicating the location of the exterior lighting on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors, and other devices;
2. description of the illuminating devices, fixtures, lamps, supports, reflectors, and other devices and the description may include, but is not limited to, catalog cuts by manufacturers and drawings (including sections where required) and height of the luminaries; and
3. photometric plan and data sheets, such as that furnished by manufacturers, or similar to that furnished by manufacturers, showing the angle of cut off or light emissions.

B. A certified engineer, architect, landscape architect, or lighting engineer or designer shall prepare the plan. The plan shall also contain a certification by the property owner or agent and the preparer of the plan that the exterior lighting depicted on the plan complies with the requirements of this Ordinance after installation. Once the plan is approved by Building Inspections, the exterior lighting of the property shall conform to the approved plan.

### C. Additional Submission

The above required plans, descriptions and data shall be sufficiently complete to enable the reviewer to readily determine whether compliance with the requirements of this Section will be secured. If such plans, descriptions and data cannot enable this ready determination, by reason of the nature or configuration or the devices, fixtures, or lamps proposed, the applicant shall additionally submit as evidence of compliance to enable such determination such certified reports of tests as will do so provided that these tests shall have been performed and certified by a recognized testing laboratory.

Before issuance of a Certificate of Occupancy, the applicant or his/her designee shall submit to Building Inspections a photometric plan, stamped by a certified testing laboratory or engineering firm that the installed lighting is in compliance with this Section.

### D. Lamp or Fixture Substitution

Should any outdoor light fixture or the type of light source therein be changed after the issuance of the building permit and/or Certificate of Occupancy, a change request with adequate information, as required in Section 6.6(A) above, to assure compliance with this Section must be submitted to the Building Official for review and approval prior to the substitution.

## 6.7 PROHIBITED

The following are prohibited by this Section:

- A. "Cobra head" type lighting fixtures having dished or "drop" lenses or refractors which house other than incandescent light sources.
- B. Flickering or flashing lights.
- C. Exposed neon lighting, except for open/closed signs hanging inside a buildings door or window.

## 6.8 EXEMPTIONS

The following are exempt from the standards contained in this Ordinance:

- A. Decorative seasonal lighting. The decorative seasonal lights shall be removed within a reasonable time after any given reason. The Building Official will determine what the "reasonable time" should be.
- B. Lighting for single family detached or duplex dwellings, provided that:
  - 1. the lamps have a power rating of less than or equal to seventy-five (75) watts;
  - 2. a cutoff component is incorporated in the design of the luminaries;
  - 3. the lighting level at the property line shall not exceed the maximum level specified within this Section; and
  - 4. the maximum lighting level at the property line may be exceeded in cases where the lamp is turned on and off by a motion sensor and the lamp is not on for a continuous period exceeding ten (10) minutes.
- C. Signs of the type constructed of translucent materials and wholly illuminated from within are exempt from the shielding requirement.
- D. Temporary emergency lighting used by police, fire fighters, or other emergency services, as well as all vehicular luminaries.
- E. Hazard warning luminaries, which are required by federal and state regulatory agencies.
- F. Residential party lights for social gatherings. Such temporary outdoor lighting includes, but is not limited to, strings of lights and lanterns. The party lights shall be removed within a reasonable time after any given reason. The Building Official will determine what the "reasonable time" should be.
- G. Because of their unique requirement for nighttime visibility and their limited hours of operations, public and commercial ball diamonds, playing fields, and tennis courts are exempted from the general standards of this section. Private ball diamonds, playing fields, and tennis courts on a Single Family lot built as an accessory use to the home on that lot are subject to the requirements of this Section. Lighting for these public and commercial outdoor recreational uses shall be shielded to minimize light and glare from spilling over onto protected residential properties. The maximum permitted illumination at the property line shall not exceed two (2) foot-candles.
- H. Town Council may vary from these requirements as part of the approval of public street or sidewalk projects.

## 6.9 NONCONFORMING LUMINARIES

- A. Exterior lighting luminaries in existence on the effective date of this Ordinance shall be considered nonconforming. Such fixtures may be repaired, maintained and replaced. However, the nonconforming lighting luminaries shall be replaced to comply with this Section when the property is redeveloped.
- B. Exterior lighting luminaries existing on the effective date of this Ordinance which are located on private non-residentially used property and are found to direct light or glare to protected residential properties may be declared a public nuisance if the level of illumination on protected residential property, which is caused by the luminaries, is greater than one-quarter ( $\frac{1}{4}$ ) foot-candle. Such fixtures shall be altered to reduce the



level of illumination in the protected residential property to a one-quarter ( $\frac{1}{4}$ ) foot-candle within two (2) months of receiving a written notice of the violation from the Town. Two (2) foot candles are allowed for public and commercial ball diamonds, playing fields and tennis courts.

6.10 **ENFORCEMENT**

The Building Official, or his/her designee, is hereby empowered and directed to administer and enforce the provisions of this Section relating to outdoor light control.



## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Daniel Heischman, Assistant Director of Engineering Services - Development

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, Executive Director of Development and Infrastructure Services  
Hulon T. Webb, Jr., Director of Engineering Services

**Re:** Town Council Meeting – November 24, 2020

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**Agenda Item:**

Discussion on the Town's Stormwater Drainage Management Program.

**Description of Agenda Item:**

This presentation/discussion is a follow-up to a HOA Presidents Meeting that was held virtually on May 14, 2020. The meeting was attended by Nineteen (19) HOA representatives, as well as a few of the Council members. During the referenced meeting, staff discussed the Town's Stormwater Drainage Management Program as it relates to the Association's responsibilities regarding maintenance. Various attendees shared concerns and also asked specific questions regarding drainage channels or detention ponds within their communities.

The presentation will provide a more overarching discussion of the Town's Stormwater Drainage Management Program. And although ongoing maintenance is a key component, it is only one facet of an important Program. Staff will be discussing the program, various components, its evolution since inception in 2014, and what future improvements are planned. Within the discussion, we will also discuss the importance of compliance and how we are guided by certain State regulations.

**Town Staff Recommendation:**

Town staff recommends that the Town Council provide any feedback on the Town's Stormwater Drainage Management Program.



## PARKS & RECREATION

**To:** Mayor and Town Council

**From:** Dudley Raymond, Parks and Recreation Director

**Through:** Harlan Jefferson, Town Manager  
Robyn Battle, Executive Director of Community Services

**Re:** Town Council Meeting – November 24, 2020

**Agenda Item:**

Update and give direction on the Downtown Monument located at Preston Road and Broadway Street.

**Description of Agenda Item:**

Halff and Associates are progressing with the development of the construction drawings for the downtown monument, to be located at the corner of Preston Road and Broadway Street. They have submitted a 50% progress set to Texas Department of Transportation (TxDOT) for their review and comments.

Town staff has learned that TxDOT is now reviewing plans such as these at the Dallas district office as well as the Collin County regional office. Up to this point, this project as well as the existing monument was reviewed and approved at the Collin County area office. This has required Halff to bring additional people up to speed on the project, history of what has been discussed and direction received in the past. The additional oversight is also resulting in additional comments and time required by TxDOT to review plans.

Town staff has also been made aware that TxDOT will only allow two monuments per TxDOT on-system road per municipality. Staff is asking Council for direction on the following, which will allow the monument to meet TxDOT standards:

- Original – leave the monument as previously approved by Council, and do not install a monument at the northern end of Preston Road
- Option A – rotate the monument so TxDOT considers it a monument for Broadway Street, and preserve the ability to construct a second monument on Preston Road

With this direction from Council, the consultants will be able to complete the construction drawings and seek TxDOT approval. If this approval from TxDOT can occur prior to Christmas, it will allow the project to bid sooner than the original schedule. Halff and Staff continue to push this project in an effort to have it constructed prior to the original schedule, which had a final completion of

August 2021. Staff feels we will be able to beat the time line by 30 days and it may more if things go well.

Staff will also present an update of the building materials selection for the monument and the landscape plans including the plant types.

**Attached Documents:**

1. Exhibit A – Options

**Town Staff Recommendation:**

Town staff recommends rotating the monument in order to preserve the ability to install another monument on Preston Road.

### Original Orientation

- Monument perpendicular to Preston Rd
- Canopy trees added behind seat-wall
- Shrub/grass/perennial height reduced to clear sightline to developer wall

Ex: 2-6'x  
E BROADWAY ST (FM 1193)

Item 22.

Bollards Removed (TXDOT not allowed)

LANDSCAPE BEDS  
DECOMPOSED GRANITE

TURF  
DECOMPOSED GRANITE  
DECORATIVE BOULDERS

TBM #2

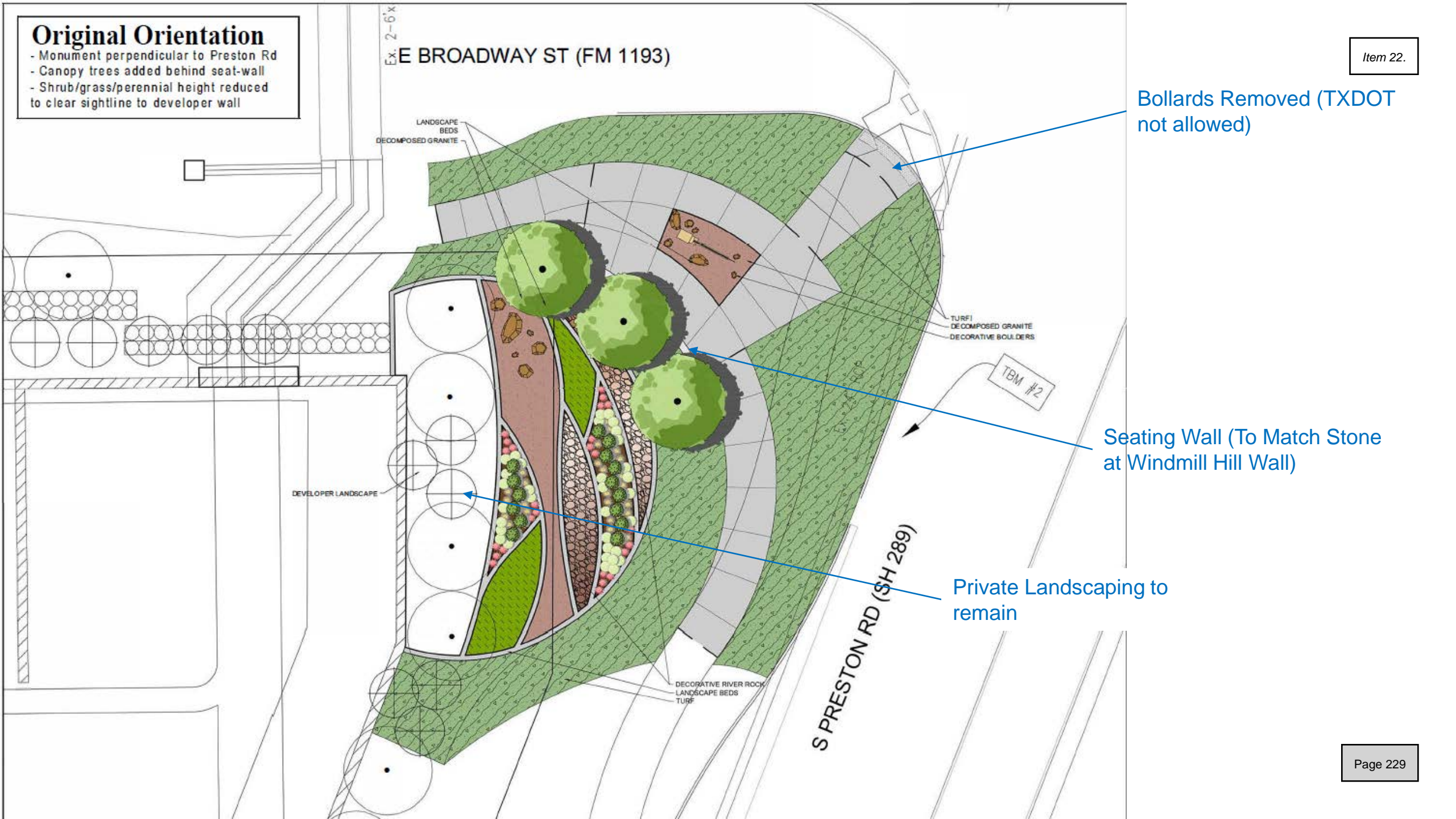
Seating Wall (To Match Stone at Windmill Hill Wall)

DEVELOPER LANDSCAPE

Private Landscaping to remain

S PRESTON RD (SH 289)

DECORATIVE RIVER ROCK  
LANDSCAPE BEDS  
TURF



# Monument Realignment Option A

- Monument parallel to Preston Rd (per TxDOT comment)
- Similar paving pattern to 30% submittal

Ex. 2-6  
E BROADWAY ST (FM 1193)

Item 22.



Bollards Removed (TXDOT not allowed)

Sign rotated to be parallel to Preston Rd

Seating Wall (To Match Stone at Windmill Hill Wall)

Private Landscaping to remain

## PLANNING



**To:** Mayor and Town Council

**From:** Alex Glushko, AICP, Planning Manager

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services

**Re:** Town Council Meeting – November 24, 2020

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**Agenda Item:**

Consider and act upon an ordinance rezoning 10.0± acres from Downtown Commercial (DTC) to Planned Development-Multifamily (PD-MF), located on the northeast corner of Fifth Street and the BNSF Railroad. (Z20-0005).

**Description of Agenda Item:**

On September 22, 2020, the Town Council approved the proposed rezoning request, by a vote of 7-0, subject to:

1. Approval of a Development Agreement, which will include right-of-way and easement dedication and masonry and architectural standards consistent with Exhibit F; and
2. The standards in the development agreement should be in sync with the ordinance provisions, providing for which controls in the event of a conflict.

An ordinance has been prepared accordingly.

**Legal Obligations and Review:**

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

**Attached Documents:**

1. Ordinance
2. Proposed Exhibits A, B, C, D, E, F and G

**Staff Recommendation:**

Staff recommends the Town Council approve an ordinance rezoning 10.0± acres from Downtown Commercial (DTC) to Planned Development-Multifamily (PD-MF), located on the northeast corner of Fifth Street and the BNSF Railroad.

**Proposed Motion:**

I move to adopt an ordinance rezoning 10.0± acres from Downtown Commercial (DTC) to Planned Development-Multifamily (PD-MF), located on the northeast corner of Fifth Street and the BNSF Railroad.



## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-\_\_\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 10.01 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS FROM DOWNTOWN COMMERCIAL (DTC) TO PLANNED DEVELOPMENT-MULTIFAMILY (PD-MF); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request (Case Z20-0005) from BBG Investments, Inc. ("Applicant"), to rezone 10.01 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, from Downtown Commercial (DTC) to Planned Development-Multifamily (PD-MF) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

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

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

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

**SECTION 1**

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

**SECTION 2**

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20 is amended as follows: The zoning designation of the below described property containing 10.01 acres of land, more or less, 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 zoned as Planned

Development-MF (PD-MF) and being 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 Development Standards, attached hereto as Exhibit C; 3) the Site Plan, attached hereto as Exhibit D; 4) the Development Schedule, attached hereto as Exhibit E; 5) the Façade Plans, attached hereto as Exhibit F; and 6) the Landscape Plans, attached hereto as Exhibit G, which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. Approval of a Development Agreement, which will include right-of-way and easement dedication and masonry and architectural standards consistent with Exhibit F; and
2. The standards in the development agreement should be in sync with the ordinance provisions, providing for which controls in the event of a conflict.

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 24<sup>TH</sup> DAY OF NOVEMBER, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
**Melissa Lee, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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

PLOTTED BY: LYNN ROWLAND  
 PLOT DATE: 4/23/2020 2:00 PM  
 LOCATION: Z:\PROJECTS\2018-013\_BGREA LOVELLESS TRACT\CADD\EXHIBIT\ZONING\ZONING EXHIBIT A.DWG  
 LAST SAVED: 4/23/2020 11:41 AM

**EXISTING ZONING: DOWNTOWN COMM. (DTC)**  
**PROPOSED ZONING: PD- MULTIFAMILY (MF)**

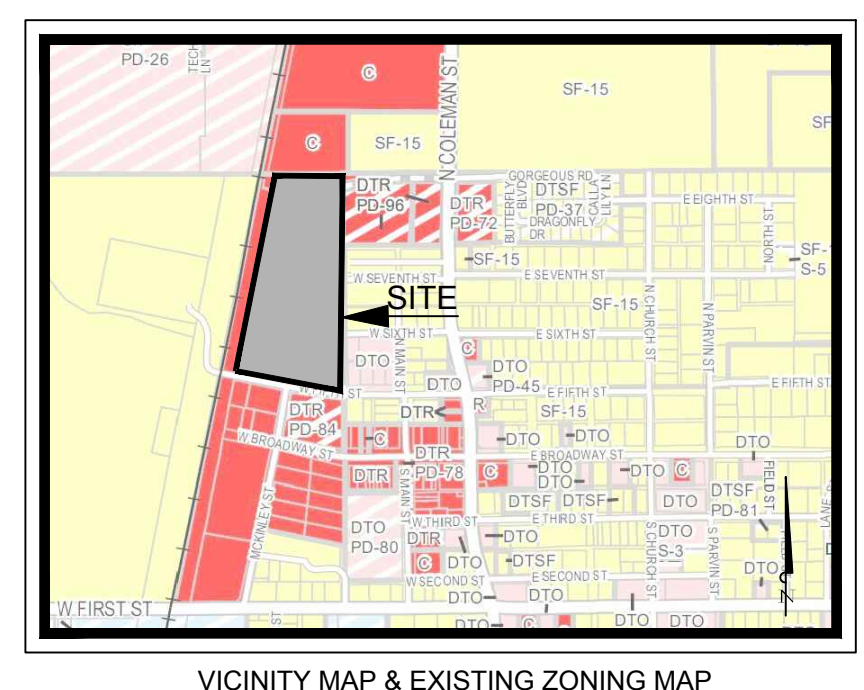
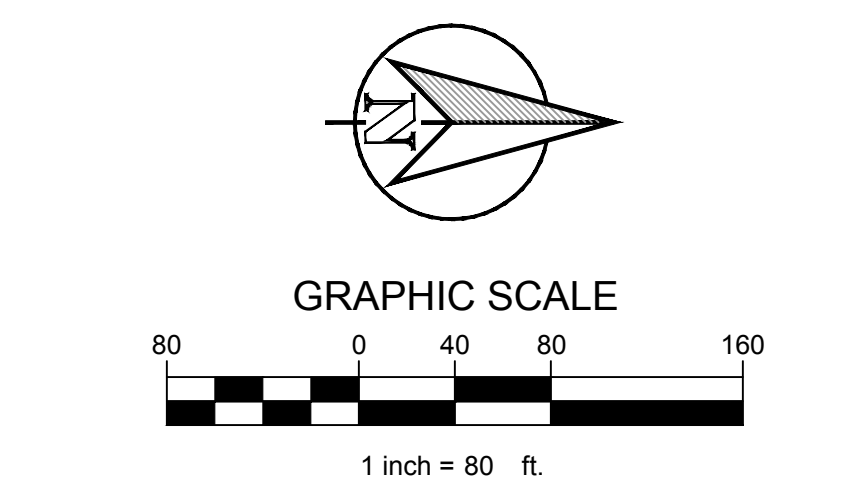
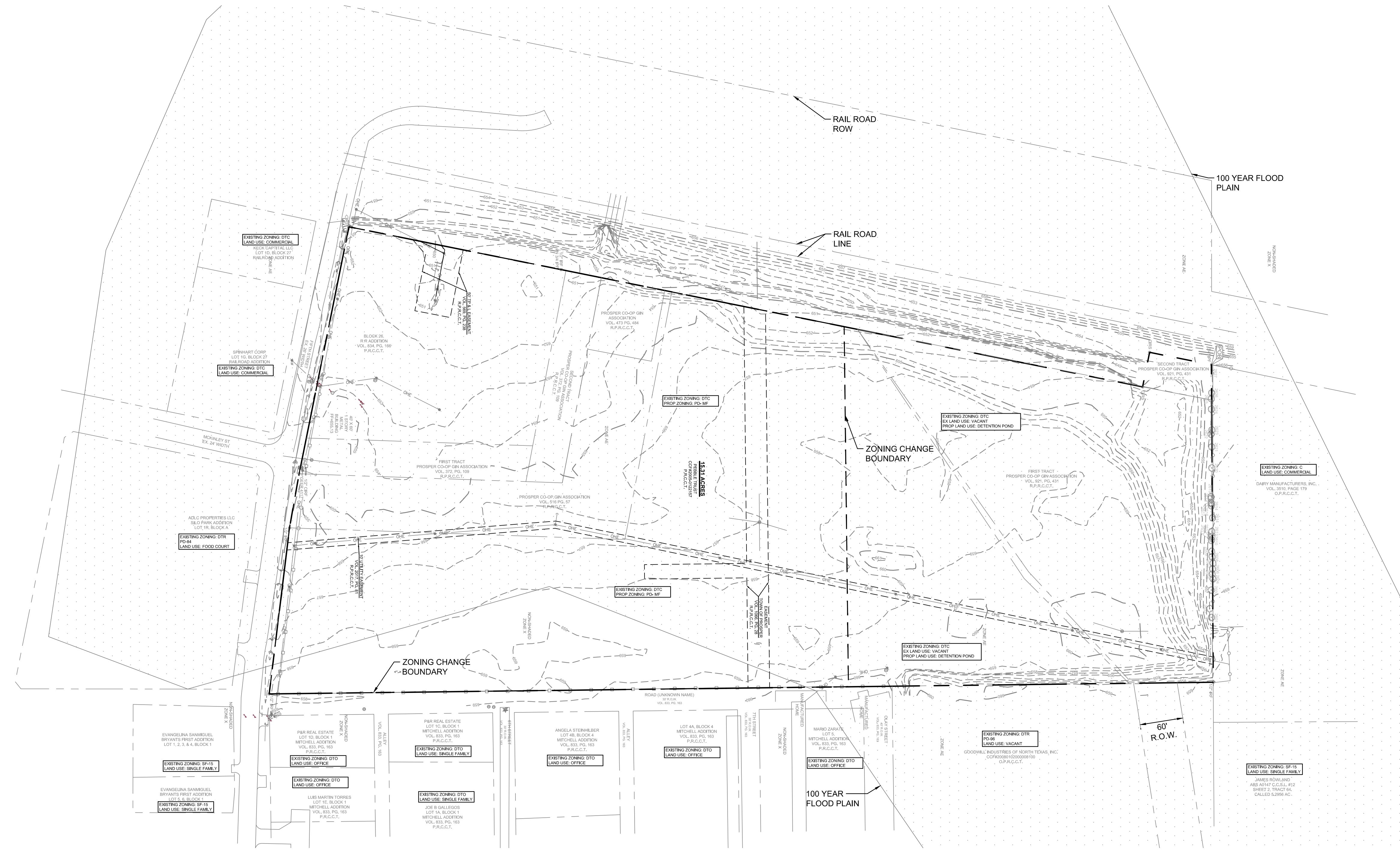
SITE DATA SUMMARY WEST LOT	
EXISTING ZONING	DTC
PROPOSED ZONING	PD- MULTIFAMILY
LAND AREA	4.297 ACRES
RESIDENTIAL DENSITY	34.4 UNITS PER ACRE (148 UNITS)
UNIT BREAKDOWN	88 1-BEDROOM, 60 2-BEDROOM
MAX BUILDING HEIGHT	4 STORIES- 54'-4"
FINISHED FLOOR ELEVATIONS	MIN 658.1 FEET FOR ALL STRUCTURES
100 YEAR FLOOD LEVELS	656.1 FEET
USUABLE OPEN SPACE	13.1%
PARKING SPACES	200 SURFACE SPACES, 33 GARAGE SPACES

SITE DATA SUMMARY EAST LOT	
EXISTING ZONING	DTC
PROPOSED ZONING	PD- MULTIFAMILY
LAND AREA	4.590 ACRES
RESIDENTIAL DENSITY	32.2 UNITS PER ACRE (148 UNITS)
UNIT BREAKDOWN	88 1-BEDROOM, 60 2-BEDROOM
MAX BUILDING HEIGHT	4 STORIES- 54'-4"
FINISHED FLOOR ELEVATIONS	MIN 658.1 FEET FOR ALL STRUCTURES
100 YEAR FLOOD LEVELS	656.1 FEET
USUABLE OPEN SPACE	18.6%
PARKING SPACES	187 SURFACE SPACES, 33 GARAGE SPACES

- NOTES:**
- THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT IS FOR ILLUSTRATION PURPOSES ONLY AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
  - PROPERTY WITHIN FEMA 100-YEAR FLOODPLAIN AREAS TO BE REMEDIATED BY DRAINAGE STUDY BY CARDINAL STRATEGIES.

**FLOODPLAIN NOTE**

This property is located in "Non-shaded Zone X" & "Zone AE" as scaled from the F.E.M.A. Flood Insurance Rate Map as shown by the Letter of Map Revision (LOMR) dated January 18, 2018 and is located in Community Number 480141 as shown on Map Number 480850235J. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.



A tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147, in the City of Prosper, Collin County, Texas, and being all of the tract of land described in the deed to Public Trust recorded under County Clerk's File Number 2005-0122157 of the Official Public Records, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 3/4" iron pipe found on the East right-of-way of the Burlington Santa Fe Railroad at the Northwest corner of the said Public Trust tract and also being the Southwest corner of a tract of land described in the deed to Dairy Manufacturers, Inc. recorded in Volume 3510, Page 179 of the said Official Public Records;

**THENCE** North 89°40'13" East, with the North line of the said Public Trust tract and the common South line of the said Dairy Manufacturers, Inc. tract, a distance of 493.94 feet to a 1/2" iron rod found at the Northeast corner of the said Public Trust tract and the Northwest corner of the tract of land described in the deed to Goodwill Industries of North Texas, Inc. recorded under County Clerk's File Number 200800000000000 of the said Public Records;

**THENCE** South 00°42'50" East, with the East line of the said Public Trust tract, and the common West line of Goodwill Industries of North Texas, Inc., passing the Southwest corner thereof and continuing on the same course along the West line of the Mitchell Addition as shown by the plat thereof recorded in Volume 833, Page 181 of the Public Records of Collin County, Texas, in all a total distance of 1330.95 feet to a 1/2" iron rod found at the Southwest corner of Lot 1D, Block 1 of the said Mitchell Addition on the North right-of-way of 5th street;

**THENCE** with the South line of the said Public Trust tract with the said North right-of-way of 5th street the following three calls:

- North 83°03'50" West, a distance of 232.37 feet to a 1/2" iron rod found for a corner;
- North 79°58'12" West, a distance of 76.35 feet to a capped 1/2" iron rod stamped "G88E8-4117" found for a corner;
- North 78°35'43" West, a distance of 349.89 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set for a corner (hereinafter referred to as C18) on the East right-of-way of the Burlington Santa Fe Railroad;

**THENCE** North 11°24'27" East, with the said East right-of-way of the Burlington Santa Fe Railroad, passing at a distance of 300.45 feet to a 1/2" iron rod found in 3/4" iron pipe, and continuing on the same course, in a total distance of 1324.39 feet to a C18 at an inner ell corner of the said Public Trust tract;

**THENCE** North 78°35'43" West, the said East right-of-way of the Burlington Santa Fe Railroad and with the West line of the said Public Trust tract, a distance of 48.67 feet to a C18;

**THENCE** North 11°24'27" East, the said East right-of-way of the Burlington Santa Fe Railroad and with the West line of the said Public Trust tract a distance of 0.33 feet to the POINT OF BEGINNING and enclosing 15.31 acres of land more or less.

*J. A. Asmuth*  
03-04-2020

<b>PROSPER LOFTS</b>	
<b>CASE # : Z20-0005</b>	
OWNER: BBG INVESTMENTS INC FLA TLS INVESTMENTS INC P.O. BOX 129 PROSPER, TX 75078 PH: 214.325.0615 CONTACT NAME: TREVOR WOOD	
APPLICANT/REPRESENTATIVE: CLAYMOORE ENGINEERING, INC. 301 S. COLEMAN, SUITE #40 PROSPER, TX 75078 PH: 817.201.6982 CONTACT NAME: MATT MOORE	
SURVEYOR: EAGLE SURVEYING 210 S. ELM STREET, SUITE #104 DENTON, TX 76201 PH: 940.222.3009 CONTACT NAME: DAN RICK	
LEGAL DESCRIPTION: DOC NO. 2005-0122157 O.P.R.C.C.T. 15.31 ACRES	
CITY: PROSPER	STATE: TEXAS
COUNTY: COLLIN	SURVEY: C.C.S.L. #12
ABSTRACT NO. A0147	

TEXAS REGISTRATION #14190

**CLAYMOORE ENGINEERING**

180 CENTRAL, 3RD FLOOR, SUITE #1  
HOUSTON, TX 77002  
PHONE: 817.781.0077  
WWW.CLAYMOOREENGINEERING.COM

**PRELIMINARY**

FOR REVIEW ONLY  
Not for construction purposes.

**CLAYMOORE ENGINEERING**  
ENGINEERING AND PLANNING  
CONSULTANTS  
Engineer: MATT MOORE  
P.E. No. 95813 Date 04/23/2020

**PROSPER LOFTS  
FIFTH ST  
PROSPER, TX**

NO.	DATE	REVISION	BY

**EXHIBIT A**

DESIGN: ASD  
DRAWN: ASD  
CHECKED: MAM  
DATE: 04/23/2020

SHEET  
**EX-A**

File No. 2018-013

**Z20-005**

**EXHIBIT B  
Statement of Intent and Purpose**

The subject tract is currently zoned Downtown Commercial (DTC). The proposed multifamily residential project is comprised of four buildings totaling 300 apartment units and the associated parking and amenities. The Planned Development standards requested as part of this submittal are further detailed in Exhibit C attached.

**Z20-0005****Exhibit C  
Planned Development Standards**

The development shall conform 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 be used in accordance with the Multifamily (MF) District, as it exists or may be amended.
2. Development Plans
  - A. Conceptual Site Plan: The tract shall be used in general accordance with the attached concept plan, set forth in Exhibit D.
  - B. Building Elevations: The tract shall be used in general accordance with the attached façade plans, set forth in Exhibit F.
  - C. Landscape Plan: The tract shall be used in general accordance with the attached landscape plan, set forth in Exhibit G.
3. Uses: Uses shall be permitted in accordance with the Multifamily (MF) District.
4. Regulations:
  - A. Density: The maximum unit density shall be set at 30 units per acre.
  - B. Dwelling Unit Area: The minimum dwelling area for one (1) or two (2) bedroom units shall be 675 square feet, with an additional 150 square feet for each additional bedroom.
  - C. Building Height: The maximum building height will be four (4) stories, no greater than 60 feet as shown in Exhibit F.
  - D. Sidewalks: A 10' sidewalk along both sides of McKinley Street shall be provided.
  - E. Setbacks:
    - 1) There will be a fifteen (15) foot building setback along Fifth Street.
    - 2) A five (5) foot landscape setback is required along all property lines with the exception of property lines along Fifth Street and McKinley Street.
  - F. Landscape Setbacks: The landscape island requirement shall not apply to the areas of tandem parking located to the rear of the buildings.
  - G. Parking:
    - 1) The minimum parking ratio for all units shall be one (1) parking space per bedroom.
    - 2) A double loaded dead-end drive may be utilized for parking on-site, given there is sufficient backing space provided and neither side exceeds 12 spaces individually as shown on Exhibit D.
  - H. Building Clear Space: The ten (10) foot minimum clear distance around the building shall not apply to the areas of tandem parking in front of garage doors.



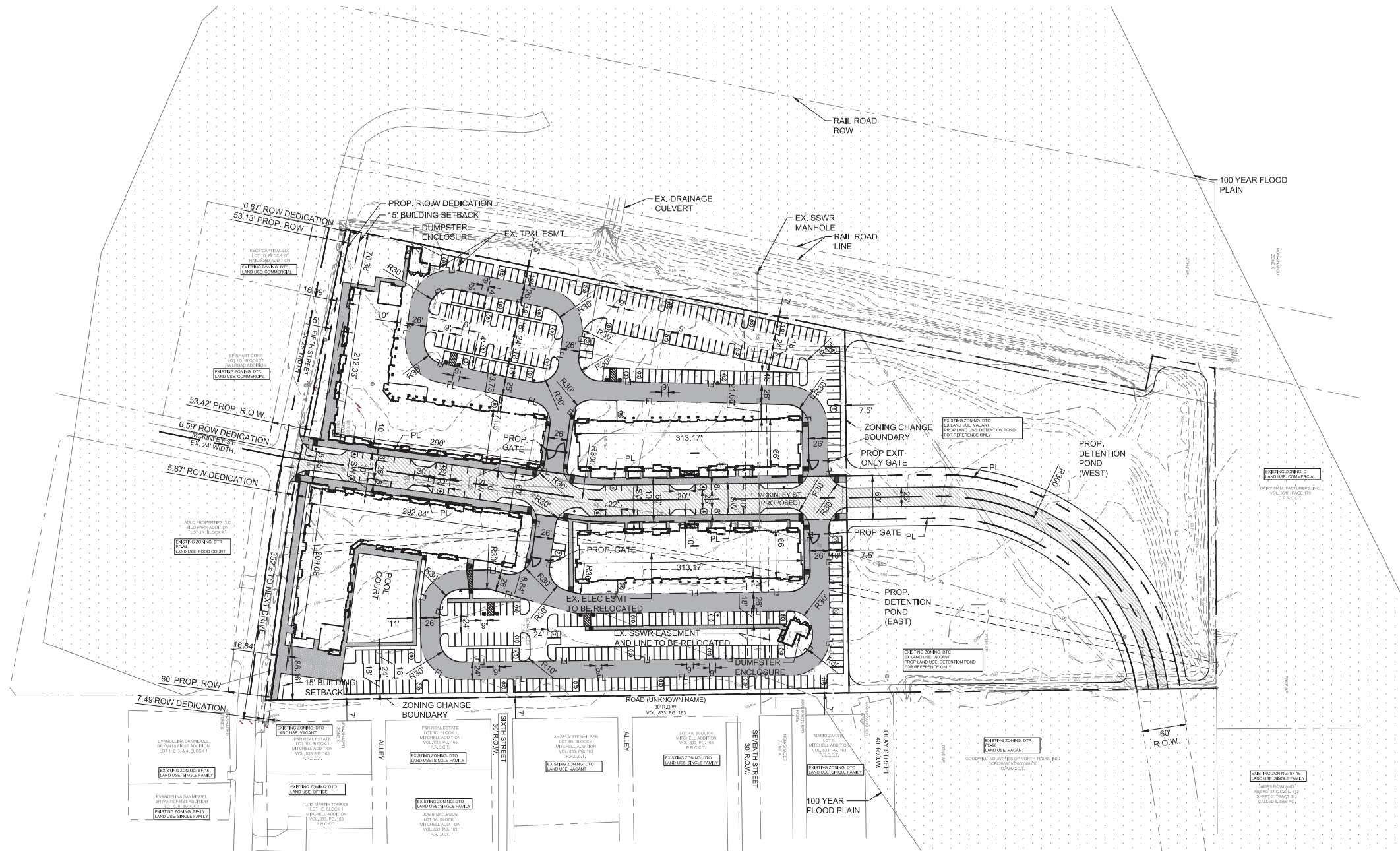
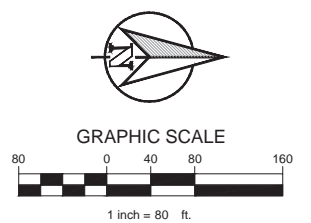
**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
 CLAYMOORE ENGINEERING  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 Engineer: **MATT MOORE**  
 P.E. No. 95813 Date 08/21/2020

**PROSPER LOFTS  
 FIFTH ST  
 PROSPER, TX**

**EXHIBIT D**

**EX-D**

File No. 2018-013



**EXISTING ZONING: DOWNTOWN COMM. (DTC)  
 PROPOSED ZONING: PD- MULTIFAMILY (MF)**

**NOTES:**

1. THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT IS FOR ILLUSTRATION PURPOSES ONLY AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
2. PROPERTY WITHIN FEMA 100-YEAR FLOODPLAIN AREAS TO BE REMEDIATED BY DRAINAGE STUDY BY CARDINAL STRATEGIES
3. THE PROPOSED R.O.W. DEDICATION ALONG FIFTH STREET IS SHOWN FOR ILLUSTRATION PURPOSES ONLY. EXACT DEDICATION WILL TAKE PLACE AT THE TIME OF SITE PLAN.

SITE DATA SUMMARY WEST LOT	
EXISTING ZONING	DTC
PROPOSED ZONING	PD- MULTIFAMILY
LAND AREA	4.28 ACRES
RESIDENTIAL DENSITY	35.75 UNITS PER ACRE (153 UNITS)
UNIT BREAKDOWN	77 1-BED, 66 2-BED, 10 3-BED
MAX BUILDING HEIGHT	4 STORIES- 50' 11"
FINISHED FLOOR ELEVATIONS	MIN 658.1 FEET FOR ALL STRUCTURES
100 YEAR FLOOD LEVELS	656.1 FEET
USABLE OPEN SPACE	13.1%
PARKING SPACES	213 SURFACE, 29 GARAGE
PARKING RATIO	1.01 PARKS PER BED

SITE DATA SUMMARY EAST LOT	
EXISTING ZONING	DTC
PROPOSED ZONING	PD- MULTIFAMILY
LAND AREA	4.58 ACRES
RESIDENTIAL DENSITY	32.1 UNITS PER ACRE (147 UNITS)
UNIT BREAKDOWN	74 1-BED, 63 2-BED, 10- 3 BED
MAX BUILDING HEIGHT	4 STORIES- 50' 11"
FINISHED FLOOR ELEVATIONS	MIN 658.1 FEET FOR ALL STRUCTURES
100 YEAR FLOOD LEVELS	656.1 FEET
USABLE OPEN SPACE	18.6%
PARKING SPACES	212 SURFACE, 20 GARAGE
PARKING RATIO	1.00 PARKS PER BED

LEGEND	
	FIRE LANE CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	FLOOD PLAIN
	PROPOSED CONCRETE CURB AND GUTTER
	PROPERTY LINE

**FLOODPLAIN NOTE**  
 This property is located in "Non-shaded Zone X" & "Zone AE" as scaled from the F.E.M.A. Flood Insurance Rate Map as shown by the Letter of Map Revision (LOMR) dated January 18, 2018 and is located in Community Number 480141 as shown on Map Number 48085C0235J. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-877- F.E.M.A.

<b>PROSPER LOFTS</b>		
<b>CASE # : Z20-0005</b>		
OWNER: BBG INVESTMENTS INC FLA TLS INVESTMENTS INC P.O. BOX 129 PROSPER, TX 75078 PH: 214.325.0615 CONTACT NAME: TREVOR WOOD		
APPLICANT/REPRESENTATIVE: CLAYMOORE ENGINEERING, INC. 301 S. COLEMAN, SUITE #40 PROSPER, TX 75078 PH: 817.201.6982 CONTACT NAME: MATT MOORE		
SURVEYOR: EAGLE SURVEYING 210 S. ELM STREET, SUITE #104 DENTON, TX 76201 PH: 940.222.3009 CONTACT NAME: DAN RICK		
LEGAL DESCRIPTION: DOC NO. 2005-0122157 O.P.R.C.C.T.		
CITY: PROSPER	STATE: TEXAS	DESIGN: ASD
COUNTY: COLLIN	SURVEY: C.C.S.L. #12	ABSTRACT NO. A0147

PLOTTED BY: LYNN ROWLAND  
 PLOT DATE: 8/21/2020 11:01 AM  
 LOCATION: Z:\PROJECTS\2018-013 BOREA LOVELESS TRACT\CADD\EXHIBIT\ZONING\ZONING EXHIBIT D.DWG  
 LAST SAVED: 8/21/2020 11:01 AM

**Z20-0005****Exhibit E  
Development Schedule**

Below is an anticipated schedule for the proposed Downtown Multifamily project. This schedule is conceptual and subject to change based on site approvals and permitting.

- Zoning Submittal to Town – March 2020
- Zoning Approval from Town – September 2020
- Site Plan Submittal to Town – October 2020
- Site Plan Approval from Town – December 2020
- Submit Building Permit Application – February 2021
- Final Engineering Approval from Town – April 2021
- Building Permit Issuance – May 2021
- Start Construction – May 2021
- Construction Complete – December 2022





3 BUILDING TYPE I - LEFT CORNER PERSPECTIVE  
SCALE:



2 BUILDING TYPE I - ENLARGED CORNER PERSPECTIVE  
SCALE:



1 BUILDING TYPE I - CORNER PERSPECTIVE  
SCALE:

PROSPER APARTMENTS  
PROSPER, TEXAS

LIV DEVELOPMENT  
2204 LAKESHORE DRIVE, SUITE 450  
BIRMINGHAM, AL 35209  
PH: 205-484-2836

**c b a**  
charlan • brock  
associates

architects • planners

1770 fennell street  
maitland florida 32751-7208  
407 660 8900 f:407 875 9948  
www.cbaarchitects.com

BUILDING I  
PERSPECTIVES

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date



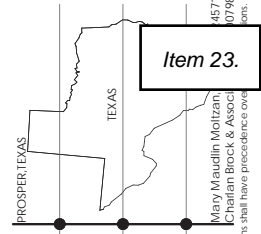
2 BUILDING TYPE I - LEFT ELEVATION

SCALE: 3/32" = 1'-0"



1 BUILDING TYPE I - FRONT ELEVATION

SCALE: 3/32" = 1'-0"



PROSPER APARTMENTS  
PROSPER, TEXAS

LIV DEVELOPMENT  
2204 LAKESHORE DRIVE, SUITE 450  
BIRMINGHAM, AL 35209  
PH: 205-484-2836



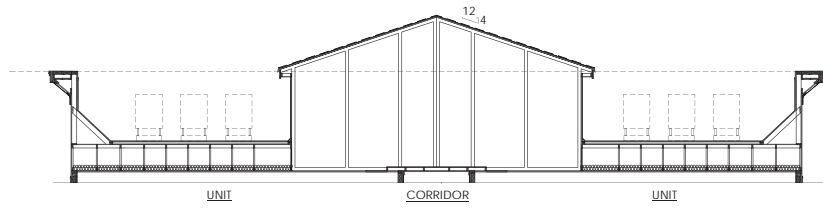
architects • planners

1770 fennell street  
maitland florida 32751-7208  
407 660 8900 f:407 875 9948  
www.cbaarchitects.com

BUILDING I  
FRONT AND LEFT  
ELEVATIONS WITH  
SHADOWS

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

4571  
0798  
Mary Maudlin Moltzan,  
Charlan Brock & Associ  
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any other dimensions.



**4 ROOF EQUIPMENT SIGHTLINE SECTION**  
SCALE: 1/8" = 1'-0"

**BUILDING TYPE I - FRONT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	7,926 SF	
GLAZING	1,938 SF	
NET AREA	5,988 SF	
BRICK	5,136 SF	85.8 %
STONE VENEER	852 SF	14.2 %
TOTAL MATERIAL	5,988 SF	100 %

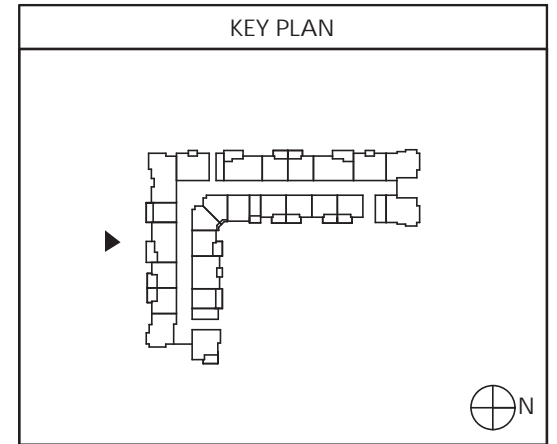
  

TOTAL MASONRY	5,988 SF	100%
---------------	----------	------

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

**GENERAL NOTES:**  
THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.  
ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.  
WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.  
ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.  
WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISABLE REFLECTIVITY OF TEN (10) PERCENT.  
ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.



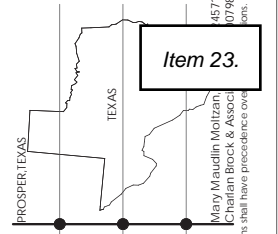
**3 BUILDING TYPE I - FRONT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE I - FRONT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE I - OVERALL FRONT ELEVATION**  
SCALE: 1/16" = 1'-0"



**PROSPER APARTMENTS**  
PROSPER, TEXAS  
LIV DEVELOPMENT  
2204 LAKESHORE DRIVE, SUITE 450  
BIRMINGHAM, AL 35209  
PH: 205-484-2836

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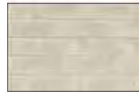





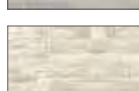
**BUILDING TYPE I FRONT ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

**BUILDING TYPE I - LEFT ELEVATION MATERIAL CALCULATION**

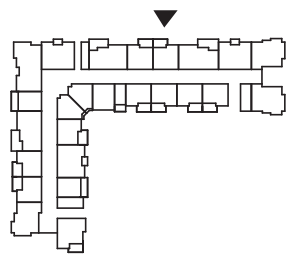
SURFACE AREA	9,996	SF	
GLAZING	1,833	SF	
NET AREA	8,193	SF	
BRICK	7,247	SF	88.5 %
STONE VENEER	946	SF	11.5 %
TOTAL MATERIAL	8,193	SF	100 %
<hr/>			
TOTAL MASONRY	8,193	SF	100 %

**MATERIALS**

- 1  B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2  S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3  P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4  P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5  P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6  R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7  B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8  B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9  S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

**GENERAL NOTES:**  
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**KEY PLAN**



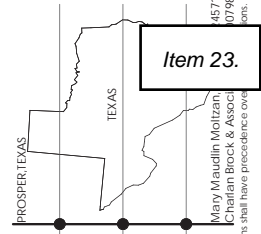
**3 BUILDING TYPE I - LEFT ELEVATION B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE I - LEFT ELEVATION A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE I - OVERALL LEFT ELEVATION**  
SCALE: 1/16" = 1'-0"



**PROSPER APARTMENTS**  
PROSPER, TEXAS  
LIV DEVELOPMENT  
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BIRMINGHAM, AL 35209  
PH: 205-484-2836

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**BUILDING TYPE I LEFT ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

8/21/2020 10:09:15 AM BIM 360://4310 - Prosper/4310 - PROSPER, TEXAS.rvt

Mary Mauldin Moltzen, Charlan Brock & Associates shall have precedence over all other information.

**BUILDING TYPE I - REAR ELEVATION MATERIAL CALCULATION**

SURFACE AREA	8,481 SF
GLAZING	1,443 SF
NET AREA	7,038 SF
BRICK	3,417 SF 48.6 %
STONE VENEER	314 SF 4.5 %
FIBER CEMENT LAP SIDING	1,348 SF 19.2 %
FIBER CEMENT PANEL	1,223 SF 17.4 %
CORRUGATED METAL	736 SF 10.5 %
TOTAL MATERIAL	7,038 SF 100 %
TOTAL MASONRY	3,731 SF 53.0 %

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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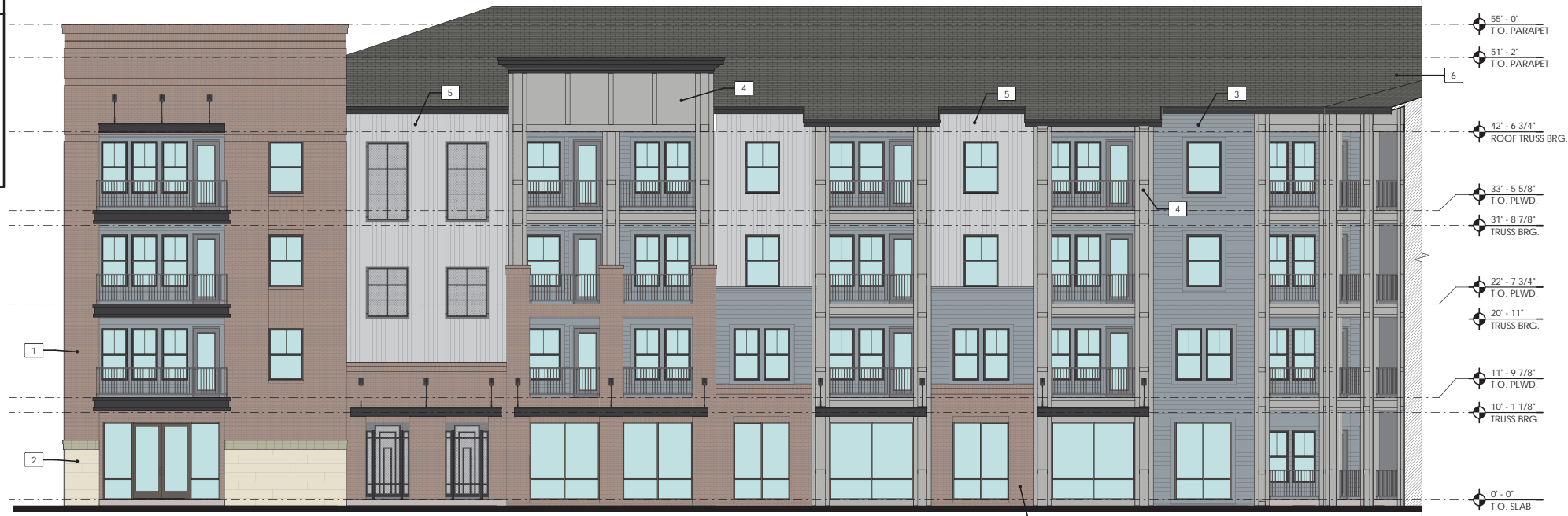
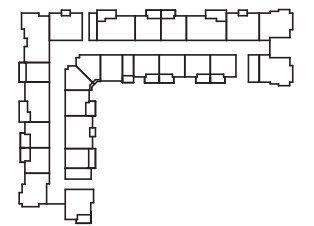
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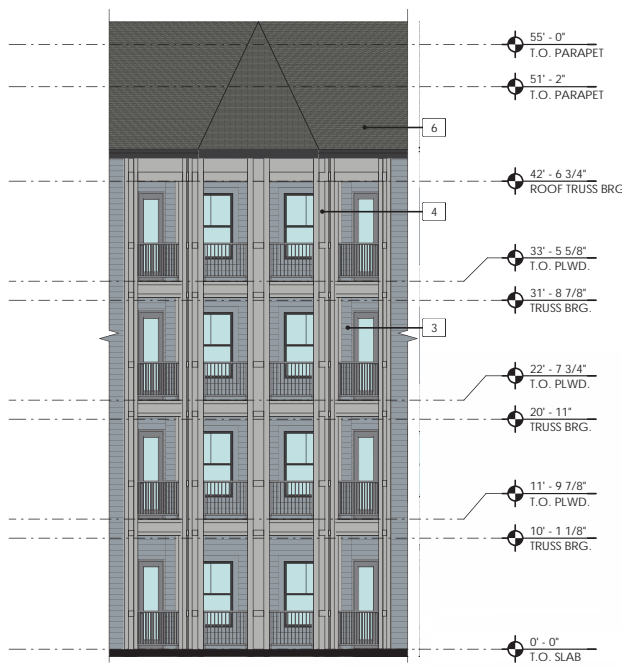
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**KEY PLAN**



**4 BUILDING TYPE I - REAR C**  
SCALE: 1/8" = 1'-0"



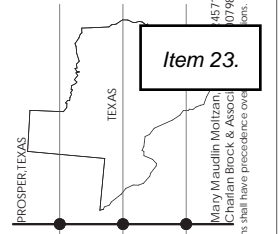
**3 BUILDING TYPE I - REAR B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE I - REAR A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE I - OVERALL REAR ELEVATION**  
SCALE: 1/16" = 1'-0"



**PROSPER APARTMENTS**  
PROSPER, TEXAS

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**BUILDING TYPE I REAR ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

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**3 BUILDING TYPE I - RIGHT A**

SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE I - RIGHT B**

SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE I - OVERALL RIGHT ELEVATION**

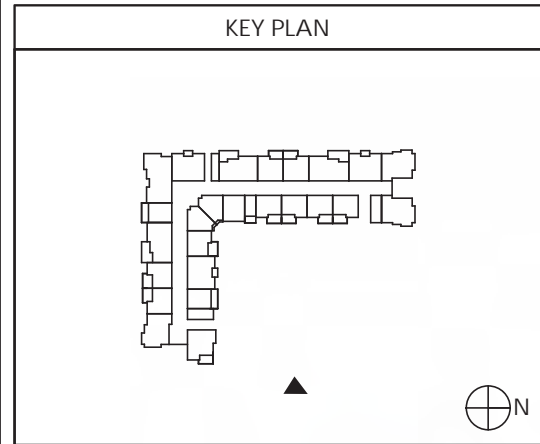
SCALE: 1/16" = 1'-0"

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

**BUILDING TYPE I - RIGHT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	10,841 SF	
GLAZING	1,715 SF	
NET AREA	9,126 SF	
BRICK	3,997 SF	43.8 %
STONE VENEER	318 SF	3.5 %
FIBER CEMENT LAP SIDING	2,102 SF	23.0 %
FIBER CEMENT PANEL	1,419 SF	15.5 %
CORRUGATED METAL	1,290 SF	14.1 %
TOTAL MATERIAL	9,126 SF	100 %
TOTAL MASONRY		4,315 SF 47.3 %



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**BUILDING TYPE I  
 RIGHT  
 ELEVATIONS**

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 reviewed by: CBA  
 issue history:  
 Δ Date



2 BUILDING TYPE II - RIGHT ELEVATION  
 SCALE: 3/32" = 1'-0"



1 BUILDING TYPE II - FRONT ELEVATION  
 SCALE: 3/32" = 1'-0"

PROSPER APARTMENTS  
 PROSPER, TEXAS  
 LIV DEVELOPMENT  
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 PH: 205-484-2836

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BUILDING II  
 FRONT AND RIGHT  
 ELEVATIONS WITH  
 SHADOWS

date: 08-21-2020  
 job no: 4310  
 drawn by: IR, FP, XC  
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 issue history:  
 Δ Date

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**BUILDING TYPE I - FRONT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	7,388 SF
GLAZING	1,361 SF
NET AREA	6,027 SF
BRICK	5,247 SF 87.1 %
STONE VENEER	780 SF 12.9 %
TOTAL MATERIAL	6,027 SF 100 %

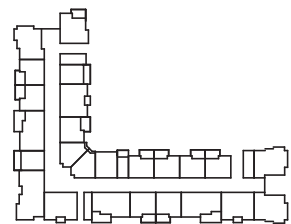
TOTAL MASONRY 6,027 SF 100 %

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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**KEY PLAN**



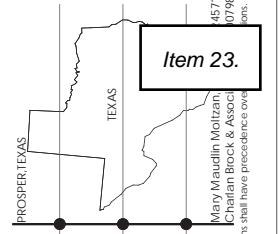
**3 BUILDING TYPE II - FRONT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - FRONT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE II - OVERALL FRONT ELEVATION**  
SCALE: 1/16" = 1'-0"



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**BUILDING TYPE II FRONT ELEVATIONS**

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job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

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**3 BUILDING TYPE II - LEFT B**

SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - LEFT A**

SCALE: 1/8" = 1'-0"

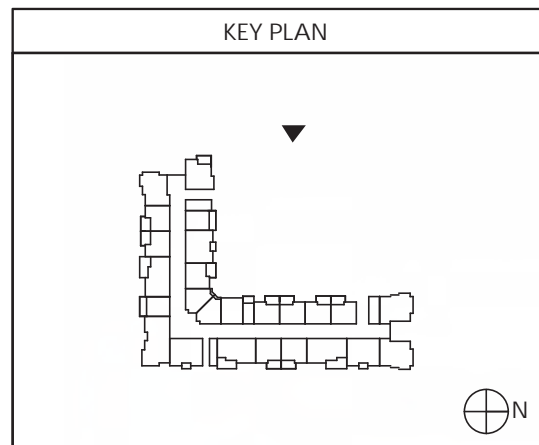
**MATERIALS**

1	B1 - BRICK MANUFACTURE: HENRY BRICK COLOR: CEDAR CREEK
2	S1 - LIMESTONE VENEER MANUFACTURE: EL DORADO STONE COLOR: SANDERLUNG
3	P1 - PAINT LAP SIDING MANUFACTURE: SHERWIN WILLIAM COLOR: BRACING BLUE
4	P2 - PAINT FIBER CEMENT PANEL MANUFACTURE: SHERWIN WILLIAM COLOR: EARL GREY
5	P3 - CORRUGATED METAL PANEL MANUFACTURE: BRIDGER STEEL COLOR: SILVER METALLIC
6	R1 - ROOF MANUFACTURE: IKO COLOR: SLATE COOL
7	B2 - BRICK MANUFACTURE: GLEN-GERY COLOR: LIGHT GREY
8	B3 - BRICK MANUFACTURE: GLEN-GERY COLOR: STONE GREY
9	S2 - STONE MANUFACTURE: EL DORADO STONE COLOR: SEASHELL

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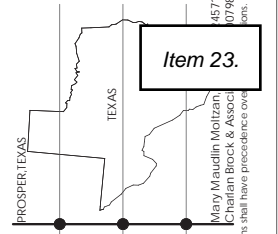
**BUILDING TYPE II - LEFT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	10,339 SF
GLAZING	1,148 SF
NET AREA	9,191 SF
BRICK	3,963 SF 43.1%
STONE VENEER	321 SF 3.5%
FIBER CEMENT LAP SIDING	2,177 SF 23.7%
CEMENT PANEL	1,415 SF 15.4%
CORRUGATED METAL	1,315 SF 14.3%
TOTAL MATERIAL	9,191 SF 100%
TOTAL MASONRY	4,284 SF 46.6%



**1 BUILDING TYPE II - OVERALL LEFT ELEVATION**

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



**PROSPER APARTMENTS**  
PROSPER, TEXAS

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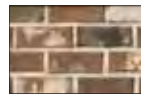




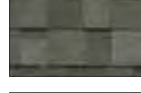

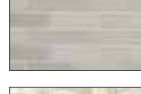

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**BUILDING TYPE II LEFT ELEVATIONS**

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job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

BUILDING TYPE II - REAR ELEVATION MATERIAL CALCULATION			
SURFACE AREA	8,230 SF		
GLAZING	1,092 SF		
NET AREA	7,138 SF		
BRICK	3,198 SF	44.8 %	
STONE VENEER	294 SF	4.1 %	
FIBER CEMENT LAP SIDING	1,566 SF	21.9 %	
CEMENT PANEL	1,125 SF	15.8 %	
CORRUGATED METAL	955 SF	13.4 %	
TOTAL MATERIAL	7,138 SF	100 %	
TOTAL MASONRY	3,492 SF	48.9 %	

**MATERIALS**

- 1  B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2  S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3  P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4  P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5  P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6  R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7  B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8  B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9  S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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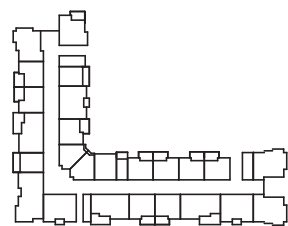
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**KEY PLAN**



**3 BUILDING TYPE II - REAR B**  
SCALE: 1/8" = 1'-0"



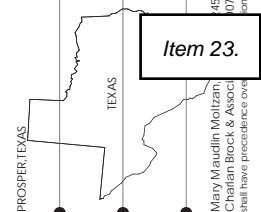
**4 BUILDING TYPE II - REAR C**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - REAR A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE II - OVERALL REAR ELEVATION**  
SCALE: 1/16" = 1'-0"



**PROSPER APARTMENTS**  
PROSPER, TEXAS



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**BUILDING TYPE II**  
REAR ELEVATIONS

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**BUILDING TYPE II - RIGHT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	9,924 SF
GLAZING	1,602 SF
NET AREA	8,322 SF
BRICK	7,411 SF 89.1 %
STONE VENEER	911 SF 10.9 %
TOTAL MATERIAL	8,322 SF 100 %
<b>TOTAL MASONRY 8,322 SF 100 %</b>	

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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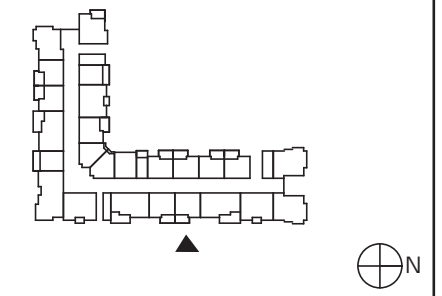
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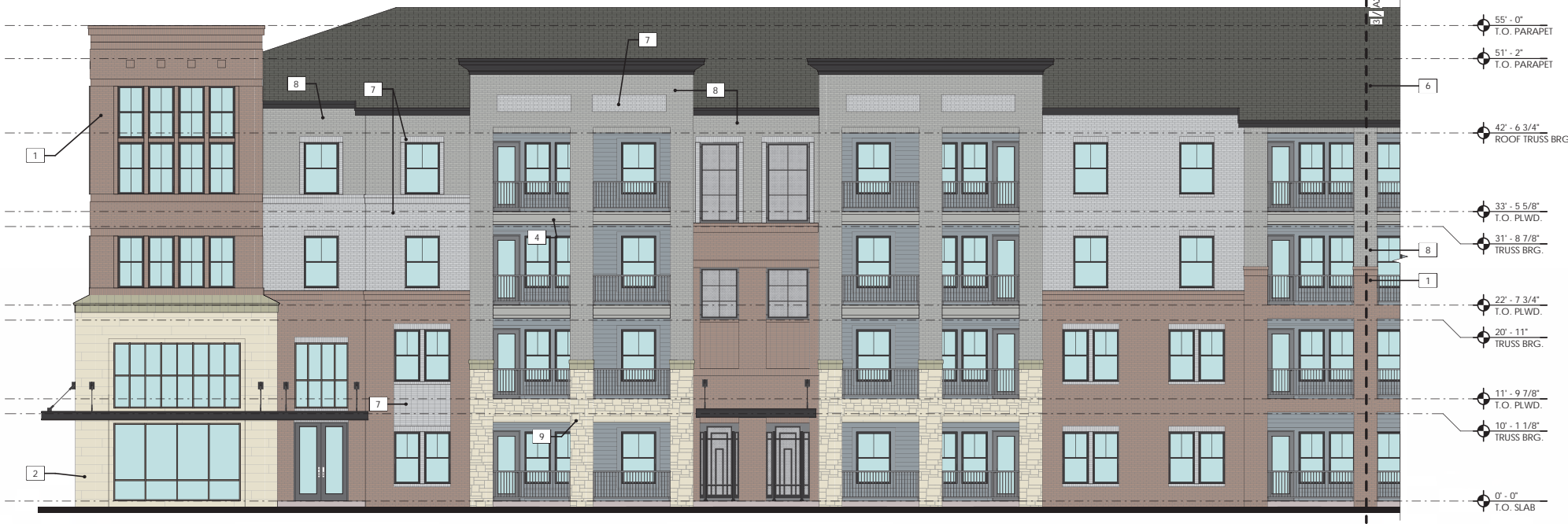
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**KEY PLAN**



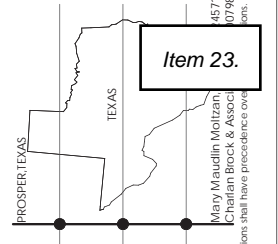
**3 BUILDING TYPE II - RIGHT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - RIGHT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE II - OVERALL RIGHT ELEVATION**  
SCALE: 1/16" = 1'-0"



**PROSPER APARTMENTS**  
PROSPER, TEXAS

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**BUILDING TYPE II  
RIGHT  
ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

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3 BUILDING TYPE III - REAR ELEVATION

SCALE: 3/32" = 1'-0"



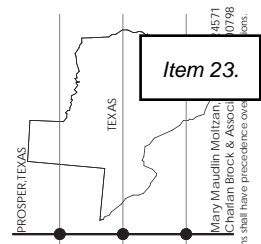
2 BUILDING TYPE III - SIDE ELEVATION

SCALE: 3/32" = 1'-0"



1 BUILDING TYPE III - FRONT ELEVATION

SCALE: 3/32" = 1'-0"



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BUILDING TYPE III  
ELEVATIONS  
WITH SHADOWS

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

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**BUILDING TYPE III - FRONT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	9,906 SF	
GLAZING	1,216 SF	
NET AREA	8,690 SF	
BRICK	8,171 SF	94.0 %
STONE VENEER	519 SF	6.0 %
TOTAL MATERIAL	8,690 SF	100 %
TOTAL MASONRY	8,690 SF	100 %

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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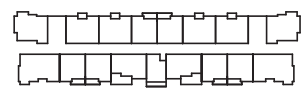
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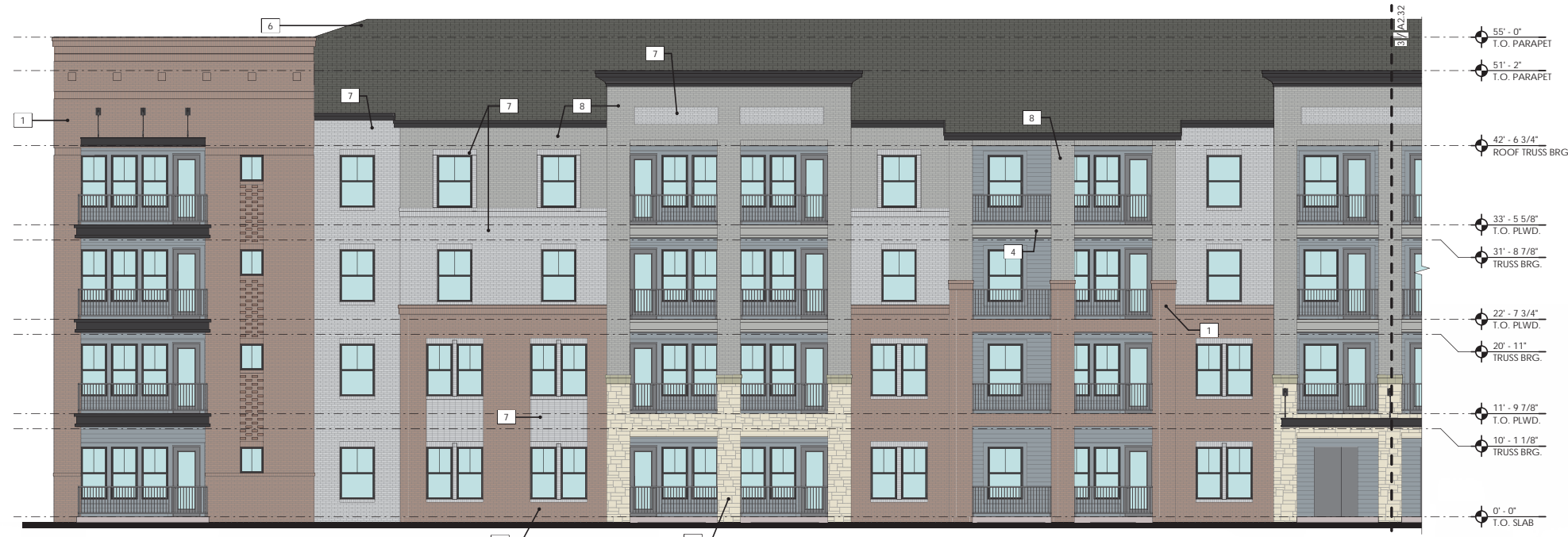
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**KEY PLAN**



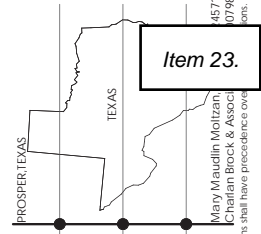
**3 BUILDING TYPE III - FRONT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE III - FRONT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE III - OVERALL FRONT ELEVATION**  
SCALE: 1/16" = 1'-0"



**PROSPER APARTMENTS**  
PROSPER, TEXAS

LIV DEVELOPMENT  
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**BUILDING TYPE III**  
**FRONT**  
**ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

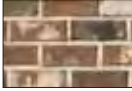




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**BUILDING TYPE III - SIDE ELEVATION MATERIAL CALCULATION**

SURFACE AREA	3,333	SF	
GLAZING	624	SF	
NET AREA	2,709	SF	
BRICK	1,711	SF	63.2 %
FIBER CEMENT LAP SIDING	826	SF	30.5 %
CEMENT PANEL	172	SF	6.3 %
TOTAL MATERIAL	2,709	SF	100 %

TOTAL MASONRY	1,711	SF	63.2%
---------------	-------	----	-------

**MATERIALS**

- 1  B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2  S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3  P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4  P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5  P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6  R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7  B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8  B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9  S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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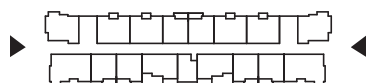
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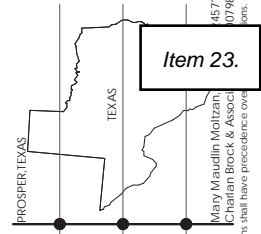
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**KEY PLAN**



**1 BUILDING TYPE III - LEFT/RIGHT ELEVATION**

SCALE: 1/8" = 1'-0"



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**BUILDING TYPE III  
LEFT AND RIGHT  
ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

**A2**

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BUILDING TYPE III - REAR ELEVATION MATERIAL CALCULATION			
SURFACE AREA	10,566	SF	
GLAZING	1,144	SF	
NET AREA	9,422	SF	
BRICK	4,024	SF	42.7%
FIBER CEMENT LAP SIDING	2,045	SF	21.7%
CEMENT PANEL	1,236	SF	13.1%
CORRUGATED METAL	2,117	SF	22.5%
TOTAL MATERIAL	9,422	SF	100%
TOTAL MASONRY		4,024	SF 42.7%

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
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MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
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MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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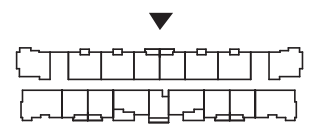
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**KEY PLAN**



3 BUILDING TYPE III - REAR B

SCALE: 1/8" = 1'-0"



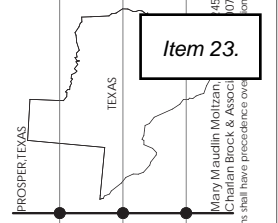
2 BUILDING TYPE III - REAR A

SCALE: 1/8" = 1'-0"



1 BUILDING TYPE III - OVERALL REAR ELEVATION

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



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BUILDING TYPE III  
REAR ELEVATIONS

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

8/21/2020 10:13:37 AM BIM 360://4310 - Prosper/4310 - PROSPER, TEXAS.rvt

## BUILDING TYPE IV - MATERIAL CALCULATION

FRONT ELEVATION			LEFT ELEVATION			REAR ELEVATION			RIGHT ELEVATION		
SURFACE AREA	215 SF		SURFACE AREA	268 SF		SURFACE AREA	300 SF		SURFACE AREA	276 SF	
OPENINGS	112 SF		OPENINGS	0 SF		OPENINGS	0 SF		OPENINGS	24 SF	
NET AREA	103 SF		NET AREA	268 SF		NET AREA	300 SF		NET AREA	252 SF	
BRICK	36 SF	35.0 %	BRICK	57 SF	21.3 %	BRICK	39 SF	13.0 %	BRICK	28 SF	11.1 %
FIBER CEMENT LAP SIDING	67 SF	65.0 %	FIBER CEMENT LAP SIDING	211 SF	78.7 %	FIBER CEMENT LAP SIDING	261 SF	87.0 %	FIBER CEMENT LAP SIDING	224 SF	88.9 %
TOTAL MATERIAL	103 SF	100 %	TOTAL MATERIAL	268 SF	100 %	TOTAL MATERIAL	300 SF	100 %	TOTAL MATERIAL	252 SF	100 %

### MATERIALS

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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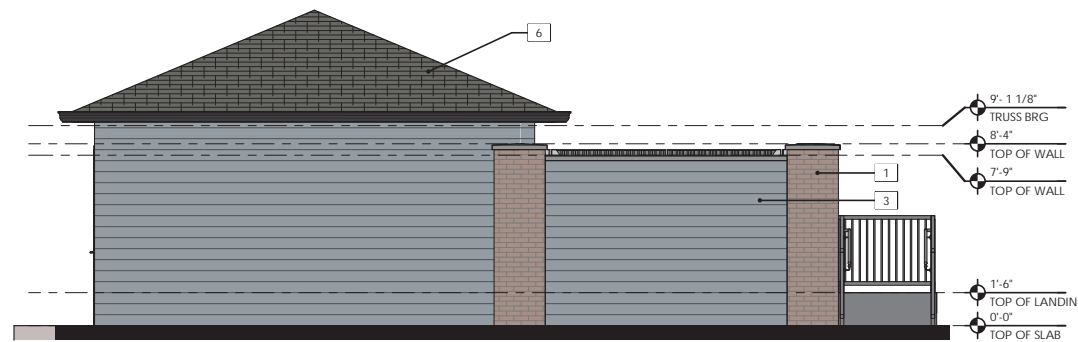
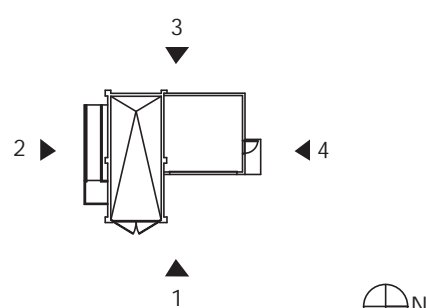
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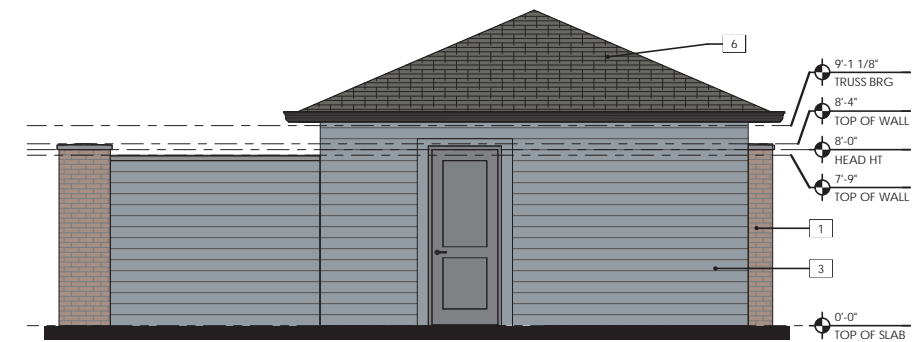
NOTE: PLAN ON THIS SHEET IS ROTATED COUNTERCLOCKWISE



**3** BUILDING TYPE IV - REAR ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



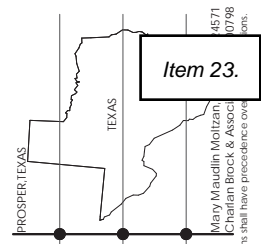
**2** BUILDING TYPE IV - LEFT ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



**4** BUILDING TYPE IV - RIGHT ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



**1** BUILDING TYPE IV - FRONT ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



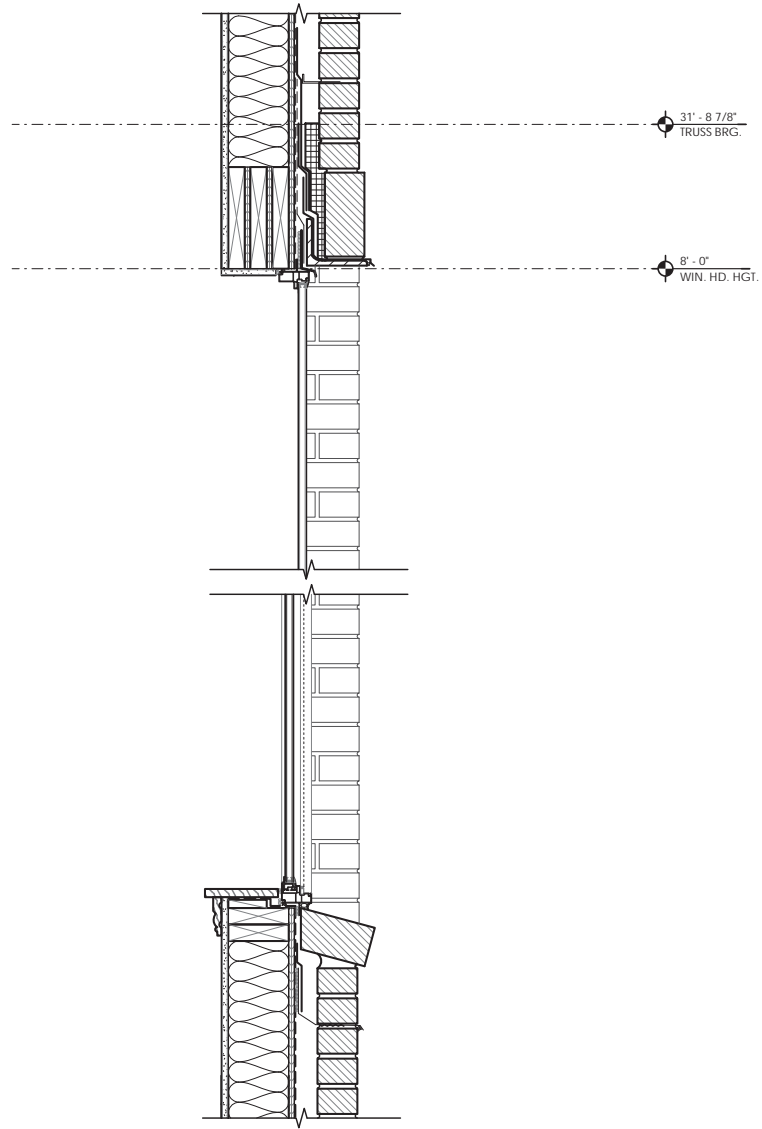
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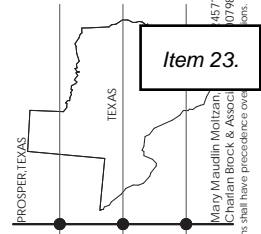
BUILDING TYPE IV  
ELEVATIONS

date: **08-21-2020**  
 job no: **4310**  
 drawn by: **FP, XC**  
 reviewed by: **CBA**  
 issue history:  
 Δ Date





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



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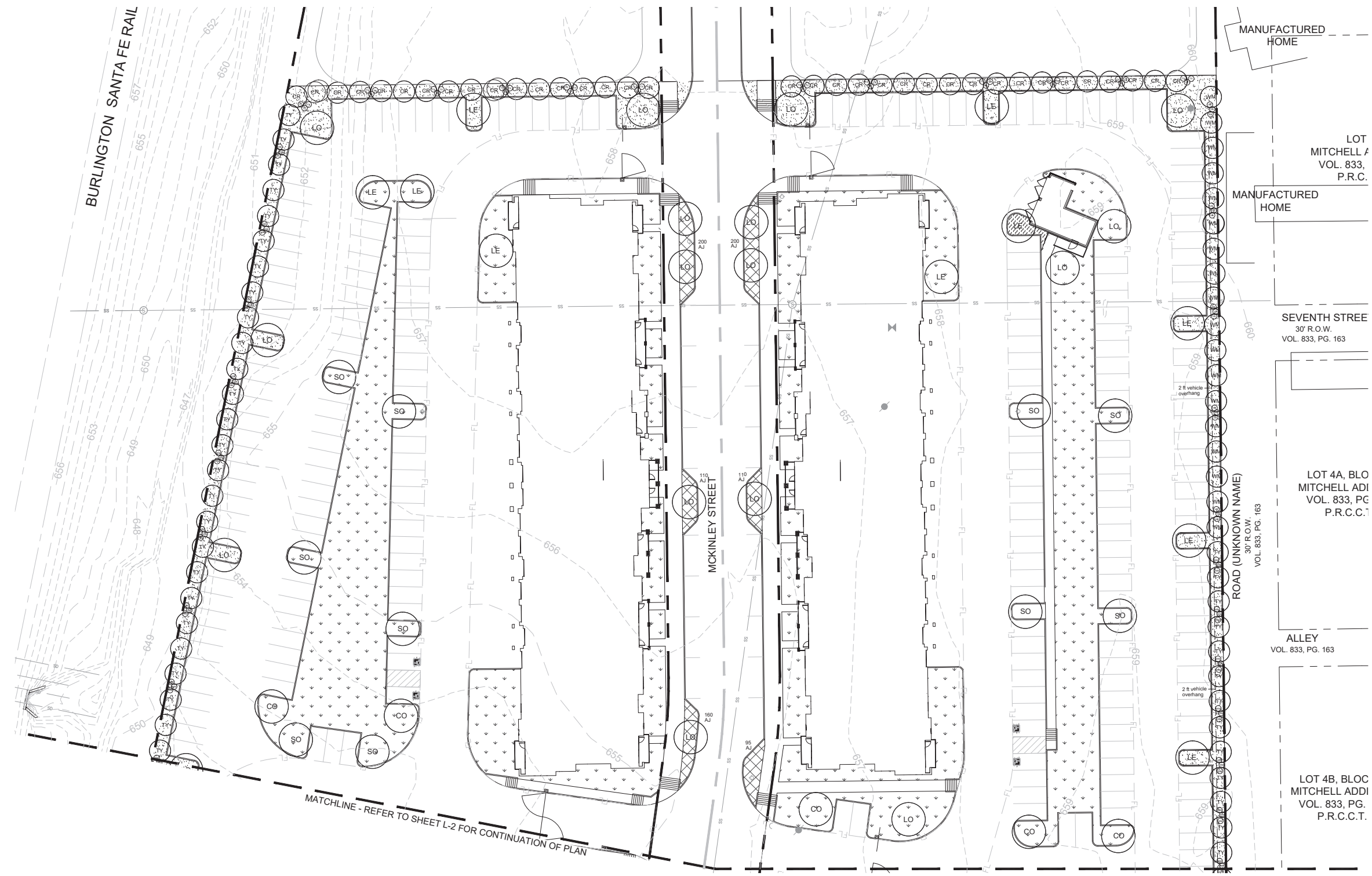
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WINDOW DETAIL

date: 08-21-2020  
 job no: 4310  
 drawn by: FP, XC  
 reviewed by: CBA  
 issue history:  
 Δ Date

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MATCHLINE - REFER TO SHEET L-2 FOR CONTINUATION OF PLAN


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 Landscape Architecture - Sustainable Site Planning - Natural Resource Design  
**John F. Murphy, ASLA**  
 7529 Cross Gate Way  
 Tyler, TX 75703  
 john@silstudio.com  
 scott@silstudio.com

TEXAS REGISTRATION #14199  
**Item 23.**  
  
 1903 CENTRAL DR. SUITE #408  
 BOZARD, TX 75701  
 PHONE: 917.281.0072  
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BGREA LOVELESS  
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 PROSPER, TEXAS

**TREE LEGEND**

- Canopy Trees
- LO Live Oak
  - CE Cedar Elm
  - CO Chinquapin Oak
  - TY Tree Yaupon
  - WM Wax Myrtle
  - SO Shumard Oak
  - LE Lacebark Elm
  - CR Crapemyrtle

**SHRUB LEGEND**

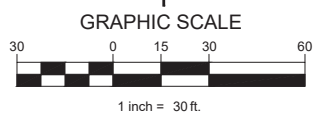
- DY Dwarf Yaupon
- AB Abelia
- GL Giant Liriope
- BA Barberry
- VB Viburnum
- PM Pink Muhly
- WM Dwarf Wax Myrtle
- TX Texas Sage
- RY Red Yucca
- DB Dwarf Burford Holly

**HATCH LEGEND**

- Solid Sod Bermuda Grass
- Hydromulch Bermuda Grass
- Decomposed Granite
- Asian Jasmine

**LANDSCAPE NOTES**

- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" layer of shredded hardwood mulch to all planting beds.
- Install 4" steel edging between all shrub beds and grass areas.
- Shrub beds to have 8 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand)
- Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.
- Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.
- Solid sod or hydromulch all areas disturbed by construction activities as shown on plan.



**CASE NO. Z20-0005**  
**EXHIBIT G**

No.	DATE	REVISION	BY

**LANDSCAPE PLAN**  
 DESIGN: LRR  
 DRAWN: LRR  
 CHECKED: ASD  
 DATE: 08/18/2020  
 SHEET  
**Page 258**  
 File No. 2018-013

PLOTTED BY: SCOTTFULMILLER  
 8/18/2020 2:24 PM  
 C:\USERS\SCOTTFULMILLER\DOCUMENTS\AUTOCAD\_LRD\LOVELESS PROSPER\LOVELESSPROSPER\_LS.DWG  
 LOCATION:  
 LAST SAVED: 8/18/2020 2:23 PM

**TREE LEGEND**

- Canopy Trees**
- LO Live Oak
  - CE Cedar Elm
  - CO Chinquapin Oak
  - TY Tree Yaupon
  - WM Wax Myrtle
  - SO Shumard Oak
  - LE Lacebark Elm
  - CR Crapemyrtle
- Ornamental Trees**

**SHRUB LEGEND**

- DY Dwarf Yaupon
- AB Abelia
- GL Giant Liriope
- BA Barbary
- VB Viburnum
- PM Pink Muhly
- WM Dwarf Wax Myrtle
- TX Texas Sage
- RY Red Yucca
- DB Dwarf Burford Holly

**HATCH LEGEND**

- Solid Sod Bermuda Grass
- Hydromulch Bermuda Grass
- Decomposed Granite
- Asian Jasmine

**LANDSCAPE NOTES**

1. The project will have an underground automatic irrigation system to water all new plantings.
2. Install 4" layer of shredded hardwood mulch to all planting beds.
3. Install 4" steel edging between all shrub beds and grass areas.
4. Shrub beds to have 8 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand)
5. Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.
6. Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.
7. Solid sod or hydromulch all areas disturbed by construction activities as shown on plan.



**integration studio**  
 Landscape Architecture - Sustainable Site Planning - Natural Resource Design

**John F. Murphy, ASLA**

7329 Cross Gate Way  
 Tyler, TX 75703  
 john@integration.com  
 scott@integration.com

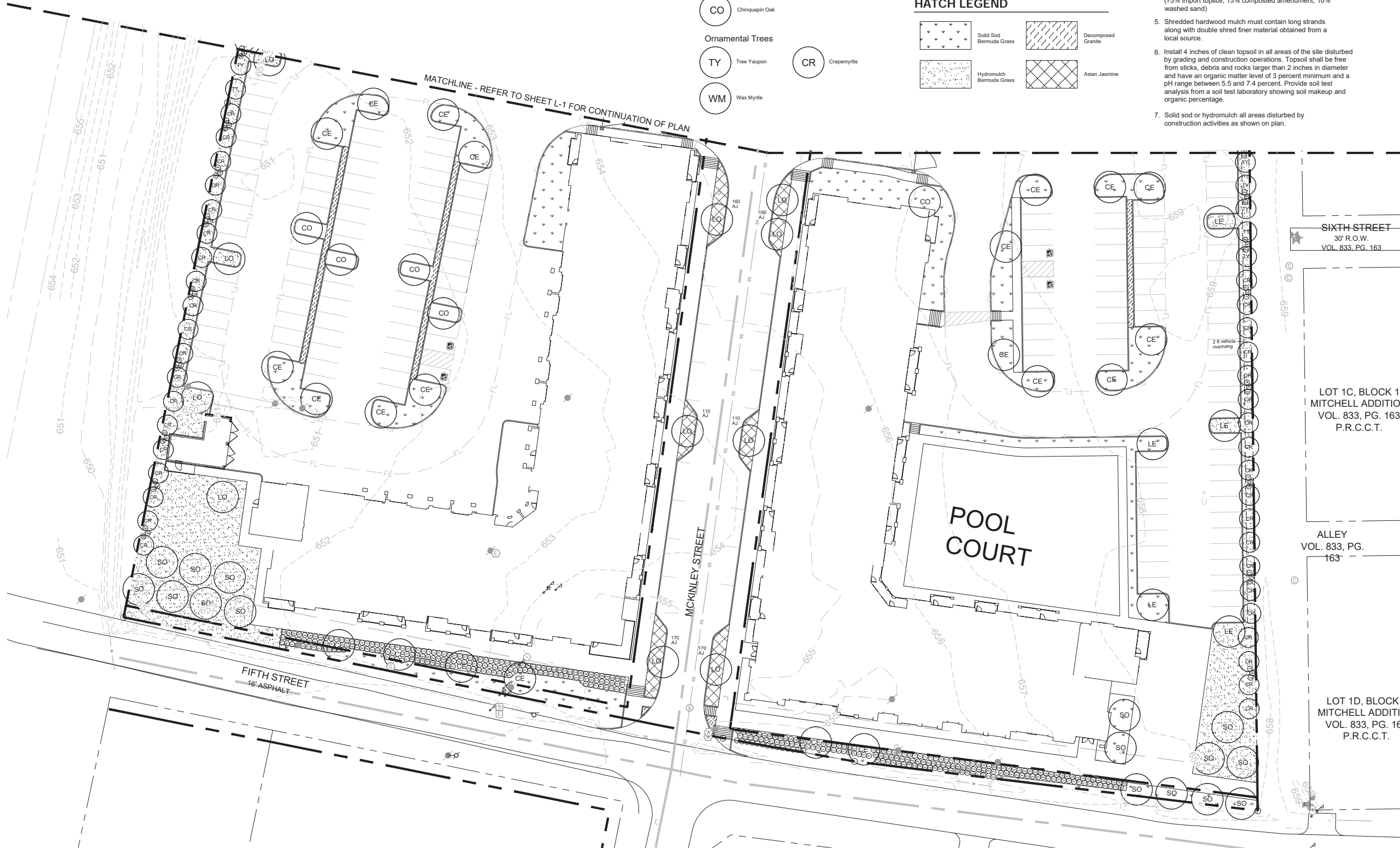
512.632.3822 - Tyler  
 512.589.9594 - Austin  
 www.integration.com

TEXAS REGISTRATION #14199

Item 23.

**GLAYMOR ENGINEER**

1903 CENTRAL DR. SUITE #408  
 BOZARD, TX 75001  
 WWW.GLAYMORENGINEER.COM

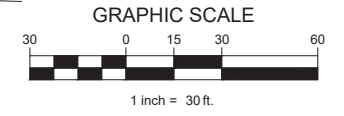
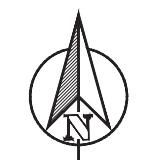


SIXTH STREET  
 30' R.O.W.  
 VOL. 833, PG. 163

LOT 1C, BLOCK 1  
 MITCHELL ADDITIO  
 VOL. 833, PG. 163  
 P.R.C.C.T.

ALLEY  
 VOL. 833, PG.  
 163

LOT 1D, BLOCK  
 MITCHELL ADDITIO  
 VOL. 833, PG. 16  
 P.R.C.C.T.



BGREA LOVELESS  
 5TH ST. & MCKINLEY ST.  
 PROSPER, TEXAS

No.	DATE	REVISION	BY

LANDSCAPE PLAN

DESIGN:	LRR
DRAWN:	LRR
CHECKED:	ASD
DATE:	08/18/2020

CASE NO. Z20-0005  
 EXHIBIT G

PLANT LIST

CANOPY TREES			
15	LE	Lacebark Elm	Ulmus parviflora
10	CO	Chinquapin Oak	Quercus muhlenbergia
26	LO	Live Oak	Quercus virginiana
22	CE	Cedar Elm	Ulmus crassifolia
26	SO	Shumard Oak	Quercus shumardii
3" cal. container grown 11' ht. 5' spread			
ORNAMENTAL TREES			
46	TY	Tree Yaupon	Ilex vomitoria
72	CR	Crapemyrtle	Lagerstroemia indica 'Basham Pink'
18	WM	Wax Myrtle	Myrica cerifera
30 gal. 8' ht. multi-trunk female			
30 gal. 8' ht. 3 trunk 3" cal. min.			
30 gal. 8' ht. multi-trunk 3" cal. min.			
SHRUBS & GROUNDCOVERS			
61	DY	Dwarf Yaupon	Ilex vomitoria 'Nana'
29	AB	Abelia	Abelia x grandiflora
51	GL	Giant Liriope	Liriope gigantea
13	BA	Barberry	Berberis thunbergia 'atropurpurea'
30	VB	Viburnum	Viburnum tinus 'Spring Boquet'
60	PM	Pink Muhly	Muhlenbergia capillaris
45	WM	Dwarf Wax Myrtle	Myrica pusilla
70	TX	Texas Sage	Leucophyllum frutescens 'Silverado'
69	RY	Red Yucca	Hesperaloe parviflora
71	DB	Dwarf Burford Holly	Ilex comuta burfordii nana
1755	AJ	Asian Jasmine	Trachelospermum asiaticum
5 gal. 36" oc			
5 gal. 36" oc			
5 gal. 36" oc			
5 gal. 36" oc			
5 gal. 36" oc			
5 gal. 36" oc			
5 gal. 36" oc			
5 gal. 36" oc			
5 gal. 36" oc			
5 gal. 36" oc			
1 gal. 18" oc			

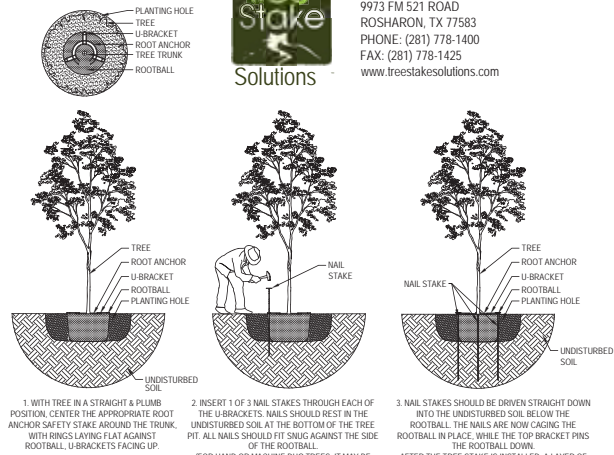
Town of Prosper, Texas  
Landscape Calculations

Street Landscape Area			
1 tree per 30 LF	Required	Provided	
15 shrubs per 30 LF	22 trees	22 trees	
5th Street 658.6 LF	330 shrubs	330 shrubs	
Interior Landscape Area 397 spaces			
15 sf area for each parking space	5,955 SF	48,174 SF	
1 tree / 15 spaces At least 1 tree within 150' of each parking space.	27 trees	35 trees	
Perimeter Landscape			
1 tree and 1 shrub per 15 LF	Required	Provided	
East property line 804 LF	54 trees	54 trees	
	54 shrubs	57 shrubs	
North property line 500 LF	34 trees	34 trees	
	34 shrubs	36 shrubs	
West property line 702 LF	47 trees	47 trees	
	47 shrubs	48 shrubs	

Landscape Plan is conceptual in nature. Must meet all required Zoning requirements

Town of Prosper Notes

- Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
- All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
- Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and ensure 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 sealed for water penetration. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berms, 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 trees 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 thinning 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 6 inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
- All plant beds shall be top-dressed with a minimum of 3 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 final paving.
- The owner, agent, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not be limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
- 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 elements 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 slope or damage to the existing 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, adjustable 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.



ROOT ANCHOR/TM BELOW GRADE SAFETY STAKE SIZING CHART

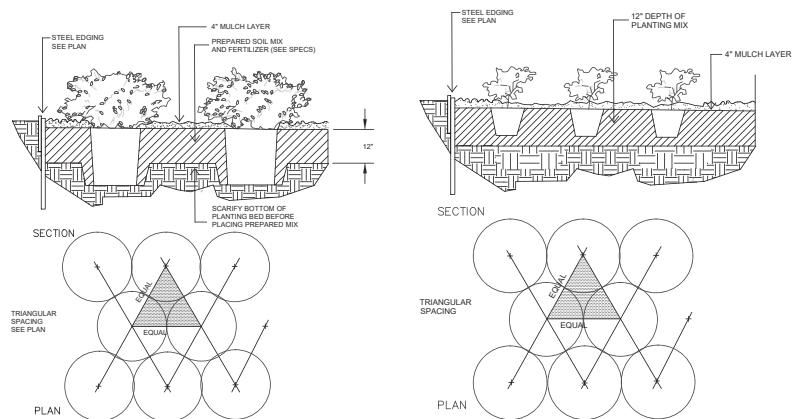
ITEM #	DESCRIPTION	NAIL LENGTH X 3PC (INCLUDED)	ITEM #	DESCRIPTION	NAIL LENGTH X 3PC (INCLUDED)
5 BG	5 GALLON OR 10' ROOTBALL	#4 X 24"	100 BG	95/100 GALLON OR 36" ROOTBALL	#5 X 48"
15 BG	10/15 GALLON OR 11" ROOTBALL	#4 X 36"	150 BG	150 GALLON OR 42" ROOTBALL	#5 X 60"
30 BG	20/30 GALLON OR 22" ROOTBALL	#4 X 36"	200 BG	200 GALLON OR 48" ROOTBALL	#5 X 72"
45/65 BG	45/65 GALLON OR 27-30" ROOTBALL	#4 X 48"	300 BG	300 GALLON OR 58" ROOTBALL	#5 X 72"

1 CANOPY TREE PLANTING  
SCALE: NONE

2 MULTI-TRUNK PLANTING  
SCALE: NONE

3 SHRUB PLANTING  
SCALE: NONE

4 GROUNDCOVER PLANTING  
SCALE: NONE



No.	DATE	REVISION	BY

LANDSCAPE DETAILS

DESIGN:	LRR
DRAWN:	LRR
CHECKED:	ASD
DATE:	08/18/2020

## PLANNING



**To:** Mayor and Town Council

**From:** Alex Glushko, AICP, Planning Manager

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, P.E., Executive Director of Development and Infrastructure Services

**Re:** Town Council Meeting – November 24, 2020

---

**Agenda Item:**

Consider and act to authorize the Town Manager to execute a Development Agreement between BBG Investments, Inc., and the Town of Prosper, Texas, related to the Downtown Loft Multifamily development.

**Description of Agenda Item:**

On September 22, 2020, the Town Council approved the rezoning request (Z20-0005) related to a multifamily development in downtown Prosper. The zoning request was approved subject to:

1. Approval of a Development Agreement, which will include right-of-way and easement dedication and masonry and architectural standards consistent with the zoning elevations; and
2. The standards in the Development Agreement should be in sync with the ordinance provisions, providing for which controls in the event of a conflict.

The Development Agreement outlines the following obligations of the Town of Prosper and BBG Investments, Inc., related to the Downtown Loft Multifamily development:

- Construction of McKinley Street – The Developer agrees to construct McKinley Street from Fifth Street to either the connection of the section of McKinley Street to be constructed by Goodwill, or to Coleman Street if the section of McKinley Street to be constructed by Goodwill has not been constructed. The Town and Developer agree that the portion of McKinley Street within their development will be reimbursed from the roadway impact fees collected by the development. Any section of McKinley Street constructed outside the limits of the development will be reimbursed by the Town upon completion and acceptance of the construction by the Town.
- Park Improvement Fees – The Developer agrees to pay the Town \$600,000 in Park Improvement Fees for the development.
- Park Dedication Fees – The Town agrees to waive Park Dedication Fees for the development.
- Underground Electric Utility Lines – The Developer agrees to bury all electric lines on the property, unless otherwise specifically authorized by the Town, at no cost to the Town. A site

plan and final plat showing all electric lines underground, shall be approved by the Town prior to issuance of a building permit for the development.

- Drainage of the Property – The Town agrees to relocate the detention requirements west of the BNSF Railway Company right-of-way and to construct at its cost, the drainage improvements west of the existing railroad tracks. The Developer agrees to design and construct at their cost, all drainage facilities associated with the development, and the drainage culverts under the railroad tracks. The conveyance of the drainage west of the railroad tracks is limited to 1,037 cfs. The Town and Developer will work together to obtain the necessary approvals from the BNSF Railway Company for the drainage improvements under the railroad tracks.
- Building Materials and Architectural Standards – The Developer agrees to comply with the building construction materials and architectural standards provided in Exhibit D for any structure built within the development.
- Fencing Along Railroad Right-of-Way – A site plan will be provided that depicts the type and height of the fencing along the western boundary of the development adjacent to the BNSF Railway Company right-of-way. The site plan will be approved by the Town and the Developer agrees to install the approved fence prior to any certificate of occupancy or building final for any residential structure.

The Development Agreement also includes a provision that requires the developer to notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. The developer has the right to assign this Agreement, in whole or in part. A copy of each assignment shall be provided to the Town within ten (10) business days after execution.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Town Proposed Development Agreement
2. Exhibits A, B, C, D, and E

**Town Staff Recommendation:**

Staff recommends the Town Council authorize the Town Manager to execute a Development Agreement between BBG Investments, Inc., and the Town of Prosper, Texas, related to the Downtown Loft Multifamily development.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Development Agreement between BBG Investments, Inc., and the Town of Prosper, Texas, related to the Downtown Loft Multifamily development.

**DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS,  
AND BBG INVESTMENTS, INC.**

**THIS DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND BBG INVESTMENTS, INC.** (“Agreement”), is made and entered into this \_\_\_ day of November, 2020, by and between the Town of Prosper, Texas (“Prosper” or the “Town”), and BBG Investments, Inc. (“Developer”), collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Developer is developing an urban-style, predominantly surface-parked, multifamily residential project in Downtown Prosper, consisting of 300 units, including 151 one-bedroom, 129 two-bedroom and 20 three-bedroom units (the “Project”), to be constructed in accordance with the exhibits attached hereto, and more fully described herein; and

**WHEREAS**, the legal description of the foregoing multifamily property in Downtown Prosper (“Property”) on which the Project shall be located is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, in this Agreement the Town and Developer wish to address a variety of issues related to this Project, including the construction of McKinley Street as well as the timing, construction and payment of associated costs related thereto, waiver of park dedication fees as well as water and wastewater impact fees, the undergrounding of electric utility lines, building construction materials and architectural standards, and dedications and easements, among others; and

**WHEREAS**, the Town and Developer acknowledge that the construction of the Project is desirable; however, both Parties recognize the capital costs associated with the proposed construction; and

**WHEREAS**, the Town and Developer have agreed to the construction of McKinley Street and related improvements, as depicted in attached Exhibit B and incorporated by reference, with construction cost estimates and roadway impact fee estimates for the Property described in attached Exhibit C, also incorporated by reference; and

**WHEREAS**, the Town has adopted a Roadway Capital Improvements Plan (“Roadway CIP”) as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town’s Code of Ordinances, as amended, all of which were adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

**WHEREAS**, in an effort to facilitate the construction of McKinley Street serving the Property, the Parties have agreed to the terms and provisions of this Agreement; and

**WHEREAS**, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of McKinley Street proceed uniformly; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

**WHEREAS**, Chapter 378 of the Texas Local Government Code authorizes municipalities to establish Neighborhood Empowerment Zones, which Zones, in part, promote economic development, and the Town has availed itself of such statutory authority and has created Neighborhood Empowerment Zone No. 1 in the Town, and the Parties hereby acknowledge that the Property is located entirely within the boundaries of said Neighborhood Empowerment Zone No. 1; and

**WHEREAS**, the Town wishes to partner with Developer and provide incentives to Developer to assist in the continued economic development of the Property, particularly so since the Property and the Project are located in Downtown Prosper and will lead to further economic development in Downtown Prosper; and

**WHEREAS**, the Town has concluded and hereby finds that this Agreement clearly promotes economic development in the Town and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the Town and Developer; and

**WHEREAS**, Developer has applied to the Town for financial accommodations, including those which are described in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Roadway Impact Fees and McKinley Street Construction.** Developer shall be subject to and shall pay the Town roadway impact fees, pursuant to applicable provisions of the Town's Code of Ordinances, as amended (which may include roadway impact fee credits, pursuant to Section 10.02.010 of the Town's Code of Ordinances, as amended). Specifically, the Parties agree that McKinley Street is an impact-fee eligible roadway which is identified on the Town's Roadway Capital Improvement Plan ("CIP") that Developer agrees and has agreed to construct, the extent of which construction is reflected in attached Exhibit B, incorporated by reference. For purposes of this Agreement, the term "construction" of McKinley Street also includes any existing portions of McKinley Street that may be reconstructed or require reconstruction during the development of the Project. The Parties agree and acknowledge that (1) a portion of the McKinley Street construction, as reflected on attached Exhibit B, shall be paid for by the Town; and (2) two (2) lanes of McKinley adjacent to the Goodwill Industries of Northeast Texas ("Goodwill") property may be constructed by Goodwill if such Goodwill property is developed prior to McKinley Street construction, as referenced herein. Further, if



Goodwill has not constructed its portion of McKinley Street prior to the commencement of McKinley Street construction by Developer, then Developer shall construct Goodwill's portion of McKinley Street and shall be eligible for reimbursement of construction costs pursuant to this Agreement.

**2. McKinley Street Construction Costs and Reimbursement.**

A. Provided Developer constructs, and the Town accepts, the construction of McKinley Street as contemplated by this Agreement, Developer shall be reimbursed impact fee-eligible costs for the construction costs associated with the construction of McKinley Street and related improvements. The phrase "construction costs" as used herein shall mean the actual construction costs, including design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the construction of McKinley Street. The current estimated construction costs for the construction of McKinley Street are reflected in attached Exhibit C, incorporated by reference. No construction costs for the construction of McKinley Street shall be incurred by Developer until Developer submits the construction costs to the Town Engineer for review and written approval.

B. The Town shall pay Developer those construction costs associated with the construction of McKinley Street in excess of applicable roadway impact fees paid to the Town by Developer. Such payment shall be made by the Town to Developer upon Town's acceptance of McKinley Street and related improvements.

C. Developer agrees that no final inspection and no certificate of occupancy shall be issued by the Town for the multifamily residential structure on the Property until Developer has constructed McKinley Street and related improvements, and the Town has accepted McKinley Street and related improvements. It is a material term of this Agreement that a certificate of occupancy for said multifamily residential structure shall be issued by the Town no later than June 30, 2023, such certificate of occupancy not to be unreasonably withheld, and the failure by Developer to have obtained a certificate of occupancy by said date shall be deemed a breach of this Agreement.

D. The Parties acknowledge that it is reasonably anticipated that the construction of McKinley Street and related improvements as contemplated by this Agreement does not exceed the municipal participation limit referenced in Section 212.072(b)(2) of the Texas Local Government Code, as amended. In the event such construction costs exceed said municipal participation limit, then Developer shall bid the construction of McKinley Street and related improvements with three (3) qualified contractors and shall provide copies of the bids received for such items to the Town within five (5) business days of Developer's receipt of same. Developer shall provide to the Town the bids and the proposed contract(s) prices that Developer wishes to accept for the construction of McKinley Street and related improvements. Developer shall not proceed to award a contract(s) for the design and construction of McKinley Street and related improvements unless and until the Town provides written approval of said contract(s).

3. **Third Party Roadway Project Rights-of-Way.**

A. The Parties shall cooperate with each other in obtaining from third parties any and all rights-of-way ("Third Party Roadway Project Rights-of-Way") necessary for the construction of McKinley Street, as depicted in Exhibit B.

B. Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Roadway Project Rights-of-Way, including, but not limited to, title work, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner's fees and costs of appeal, if any ("Right-of-Way Acquisition Fees"). If requested by the Town, Developer shall, at its sole cost and expense, lead all right-of-way acquisition efforts for the Third Party Roadway Project Rights-of-Way, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Roadway Project Rights-of-Way as required. Developer shall pay any and all Right-of-Way Acquisition Fees within twenty-one (21) calendar days of receiving a written request from the Town for the same.

C. The Town will, at Developer's sole cost and expense, provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Roadway Project Rights-of-Way. The Town shall review and approve any and all documents associated with the Third Party Roadway Project Rights-of-Way required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Roadway Project Rights-of-Way, the Town shall have the right to, at Developer's sole cost and expense, take any and all steps the Town deems necessary to initiate said proceedings.

D. The Third Party Roadway Project Rights-of-Way shall be filed and recorded prior to the commencement of construction of McKinley Street or any portion thereof, unless a Right of Entry is secured, a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

E. If the Third Party Roadway Project Rights-of-Way are not obtained, or Developer has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Roadway Project Rights-of-Way, within ninety (90) days after the execution hereof on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Roadway Project Rights-of-Way as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

F. The Parties agree and acknowledge that certain expenses incurred by Developer may be subject to roadway impact fee credits, pursuant to Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended.

4. **Assessed Values and Water/Wastewater Impact Fee Credits.**

A. Developer covenants and agrees to construct, or cause to be constructed, on the Property a multifamily residential structure with a combined square footage of not less than \_\_\_\_\_ square feet (+/- 5,000 square feet) consisting of at least Three Hundred (300) individual rental units, which shall have a minimum ad valorem taxable value (including all land and improvements) of not less than \$36 Million and No/100 Dollars (\$36,000,000.00) after the issuance of the certificate of occupancy for the multifamily residential structure on the Property.

B. Developer covenants and agrees that for ten (10) years following the issuance of the certificate of occupancy for the multifamily residential structure on the Property, to maintain and keep, or cause to be maintained and kept, the multifamily residential structure on the Property operating and open for business. For purposes of this Agreement, the "Term" of this Agreement shall be ten (10) years from the first day of operation of the multifamily residential structure.

C. Developer covenants and agrees that all ad valorem taxes for the Property due to the Town shall be paid by January 31 of each tax year for the Property, unless being protested in accordance with Texas law or unless circumstances require a later delinquency date under the provisions of the Texas Tax Code.

D. For Developer to receive any water or wastewater impact fee credits, as more fully described below, Developer covenants and agrees that it shall maintain an ad valorem taxable value of at least \$36,000,000.00 for the Property, and the failure to do so shall be deemed a material breach of this Agreement.

E. The Town agrees to waive seventy-five percent (75%) of the water and wastewater impact fees for the Project, as defined in and adopted by the Town pursuant to Chapter 395 of the Texas Local Government Code, as amended and therefore, Developer shall be responsible for payment of twenty-five percent (25%) of the water and wastewater impact fees for the Project, payable to the Town upon issuance of a building permit.

F. It is a material term of this Agreement, and the Parties intend, that (i) the Property shall be used for multifamily residential purposes; (ii) such use shall be maintained for at least ten (10) years from the first day of occupancy; and (iii) there shall be no change in use during said ten (10) year period. If any of the foregoing conditions (i) – (iii) are not met, then, pursuant to the terms of Section (H) below, all outstanding prorated impact fees that are subject to waiver shall be due and owing the Town, and if not paid within thirty (30) days of demand, the Town may file a lien for same, with statutory interest, in the Collin County real property records. Moreover, if a building permit for the

multifamily residential structure is not issued by the Town for the Project on or before December 31, 2021, then Developer shall be in default and all obligations of the Town as referenced in this Agreement shall immediately cease.

G. The combined water and wastewater impact fees for the Project total approximately Two Hundred Sixty-Nine Thousand and Seven Hundred Dollars (\$269,700.00). The Town and Developer agree and acknowledge that said amount is an estimate of the actual combined water and wastewater impact fees that will be charged, and that the amount so charged by the Town shall be determined upon the issuance of a building permit by the Town, and said actual amount charged to Developer shall be deemed part of this Agreement and shall be waived pursuant to the terms hereof.

H. Upon payment by Developer at the time of issuance of a building permit for the Project in the amount of twenty-five percent (25%) of the water and wastewater impact fees for the Project (estimated to be \$67,425.00), the Town will provide prorated impact fee credits each year (in the amount of ten percent (10%) credit per year) of the remaining unpaid combined water and wastewater impact fees provided that the performance measures referenced herein are met, and failure to meet them will result in a forfeiture of all waived water and wastewater impact fees thereafter. For purposes of clarification, and by way of example, if in 2022 and 2023 Developer meets ad valorem valuation requirements and fails to meet such requirements in 2024, then in such event, ten percent (10%) of the impact fees credited pursuant to this Agreement shall be waived for 2022 and ten percent (10%) shall be waived for 2023; however, due to a default in 2024, the full amount of remaining impact fees (80% of the amount waived, which is 80% of \$202,275.00, or \$161,820.00) shall be due and owing the Town.

#### 5. **Credit of Park Dedication Fees.**

A. Pursuant to the provisions of the Town's Neighborhood Empowerment Zone #1, the Town hereby consents to a credit of any park dedication fees for the Project, subject to Section (E) below. In doing so, the Town specifically finds that the Project will greatly promote and enhance economic development in Downtown Prosper and finds that such economic development will significantly inure to the benefit of the Town and its residents.

B. If a building permit for the multifamily residential structure is not issued by the Town for the Project on or before December 31, 2021, then Developer shall be in default and all obligations of the Town as referenced in this Agreement shall immediately cease.

C. For Developer to receive any park dedication fee credits, as more fully described below, Developer covenants and agrees that it shall maintain an ad

valorem taxable value of at least \$36,000,000.00 for the Property, and the failure to do so shall be deemed a material breach of this Agreement.

D. The estimated park dedication fee for the Project is Two Million Two Hundred Thirty Thousand and Six Hundred Dollars (\$2,230,600.00). The Town and Developer agree and acknowledge that said amount is an estimate of the actual park dedication fee and that the amount so charged by the Town shall be determined upon the issuance of a building permit by the Town, and said actual amount charged to Developer shall be deemed part of this Agreement and shall be waived pursuant to the terms hereof.

E. After the issuance of a certificate of occupancy for the multifamily residential structure, the Town will provide prorated park dedication fee credits each year (in the amount of ten percent (10%) credit per year) of the park dedication fee provided that the performance measures referenced in this Agreement are met, and failure to meet them will result in a forfeiture of any waived park dedication fee thereafter. For purposes of clarification, and by way of example, if in 2022 and 2023 Developer meets ad valorem valuation requirements and fails to meet such requirements in 2024, then in such event, ten percent (10%) of the park dedication fee credited pursuant to this Agreement shall be waived for 2022 and ten percent (10%) shall be waived for 2023; however, due to a default in 2024, the full amount of remaining credited park dedication fee (80% of the total park dedication fee amount waived, which amount is \$1,784,480.00) shall be due and owing the Town.

6. **Undergrounding of Oncor Electric Lines on the Property.** The Parties acknowledge and agree that certain Oncor electric lines currently traverse, or will traverse, the Property. Developer agrees that all such electric lines shall be placed underground at no cost to the Town and further, no overhead electric lines shall be permitted on the Property unless otherwise specifically authorized by the Town. The Parties agree and acknowledge, however, electric lines may be placed overhead in the right-of-way along the east side of the Property, as reflected in attached Exhibit E, attached hereto and incorporated by reference. No building permit for any structure on the Property shall be issued until Developer has submitted to the Town a site plan and final plat, and the Town has approved such site plan and final plat, reflecting all electric lines placed underground except to the extent noted herein.

7. **Drainage of the Property.** The Parties agree and acknowledge there is a Downtown Drainage Study that currently depicts a detention pond on the Property, Although detailed drainage plans have not yet been finalized by the Parties, the Town agrees to relocate the detention requirements west of the railroad tracks, the right-of-way of which railroad tracks are adjacent to the west side of the Property, ultimately draining onto the Town's current Public Works Facility site. Developer shall design and construct at its cost all drainage facilities associated with the Property, including design and construction of any culverts or pipes to be located under the existing BNSF railroad tracks to allow 1,037 cfs of drainage to be conveyed to the west. The Town agrees that it shall design and construct at its cost the drainage basin as well as any channel improvements west of the BNSF railroad tracks' right-of-way. Further, the Town agrees that it shall work

cooperatively with Developer for Developer to obtain any necessary approvals from BNSF Railway Company for the drainage culverts or pipes to be located under the existing BNSF railroad tracks. This cooperative work shall include sharing of engineering designs for said drainage culverts or pipes, all drainage improvements, all channel improvements and any detention pond and related facilities.

8. **Building Materials and Architectural Standards.** Following the execution of this Agreement by the Parties, for any structure built on the Property, Developer shall comply with the applicable building construction materials and architectural standards contained in the elevations reflected in Exhibit D, attached hereto and incorporated by reference. The Parties specifically agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

9. **Fencing Along Railroad Right-of-Way.** The site plan shall identify the type and height of fencing, approved by Town staff, along all BNSF Railway Company right-of-way adjoining the Property along its western perimeter. Prior to the issuance by the Town of a certificate of occupancy or building final for the multifamily residential structure on the Property, Developer agrees that it shall install Town-approved fencing along all BNSF Railway Company right-of-way adjoining the Property along its western perimeter.

10. **Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Assignee assumes the liabilities, responsibilities, and obligations of the Developer under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information. Further, this Agreement shall be filed in the real property records of Collin County, Texas.

11. **Default.** If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days' written notice to comply from the Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, the Town shall have the following remedies, in addition to the Town's other rights and remedies:

(a) to refuse to accept any public improvements as to the applicable portion of the Project to which the default relates; and/or

(b) to construct and/or complete McKinley Street or other Project public improvement and to recover any and all costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all reasonable attorney's fees and costs associated therewith; and/or

(c) to seek specific enforcement of this Agreement; and/or

(d) declare Developer in default of this Agreement and pursue any remedy authorized by law; and/or

(e) For any amount of fees waived in whole or in part by the Town pursuant to this Agreement (for example, park dedication fees, water impact fees and/or sewer impact fees), the Town may file a lien on the Property for same, with statutory interest, in the Collin County real property records

In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement and/or bring suit to recover any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies.

12. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

13. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.

14. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town:                   The Town of Prosper, Texas  
P.O. Box 307  
Prosper, Texas 75078  
Attn: Town Manager's Office

If to Developer:                 BBG Investments, Inc.  
P.O. Box 120  
Prosper, Texas 75078  
Attn: Trevor Wood

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

16. **Sovereign Immunity.** The parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, Town agrees that it has waived its sovereign immunity, and to that extent only.

17. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the effective date; (b) form the basis upon which the parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

18. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

21. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions,



which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

22. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. This Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

24. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to the construction of McKinley Street and all public improvements, as contemplated herein, have been accepted by the Town, Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless the Town and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable developer, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such developer is legally responsible, in its/their performance of this Agreement, including but not limited to, the construction of McKinley Street contemplated herein (hereinafter "claims"). Developer is expressly required to defend the Town against all such claims arising under this Agreement, and the Town is required to reasonably cooperate and assist Developer in providing such defense.

25. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense counsel within seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

26. **Survival.** Paragraph 24, "Indemnification," shall survive the termination of this Agreement.

27. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

28. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

29. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

30. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

31. **Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

32. **Miscellaneous Drafting Provisions; Interpretation.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Moreover, in the event of any conflict between any term or provision

contained in this Agreement and any applicable Town ordinances related to non-zoning development standards for the Project, the terms or provisions of this Agreement shall apply.

33. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date first above written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**THE TOWN OF PROSPER, TEXAS**

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

**STATE OF TEXAS        )**  
                                  )  
**COUNTY OF COLLIN    )**

This instrument was acknowledged before me on the \_\_\_\_ day of November, 2020, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**BBG INVESTMENTS, INC.,** a Texas corporation

By: \_\_\_\_\_  
Trevor Wood  
Title: \_\_\_\_\_

**STATE OF TEXAS**            )  
  )  
**COUNTY OF COLLIN**        )

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Trevor Wood, the \_\_\_\_\_ of BBG Investments, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this \_\_\_\_ day of November, 2020.

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

**EXHIBIT A**  
**(Property Legal Description)**

**EXHIBIT B**  
**(McKinley Street Improvements to be Constructed by Developer)**

**EXHIBIT C**  
**(Anticipated McKinley Street Cost Projections and Anticipated Impact Fees)**



**EXHIBIT D**  
**(Building Elevations, Building Construction Materials and  
Architectural Standards)**

**EXHIBIT E**  
**(Overhead Electric Line Location)**



PLOTTED BY: LYNN ROWLAND  
 PLOT DATE: 11/19/2020 4:07 PM  
 LOCATION: Z:\PROJECTS\2018-013\_BGREA\_LOVELESS TRACT\CADD\EXHIBIT\ZONING\ROADWAY EXHIBIT.DWG  
 LAST SAVED: 11/19/2020 3:43 PM



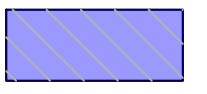

**EXISTING ZONING: DOWNTOWN COMM. (DTC)**  
**PROPOSED ZONING: PD- MULTIFAMILY (MF)**

**NOTES:**

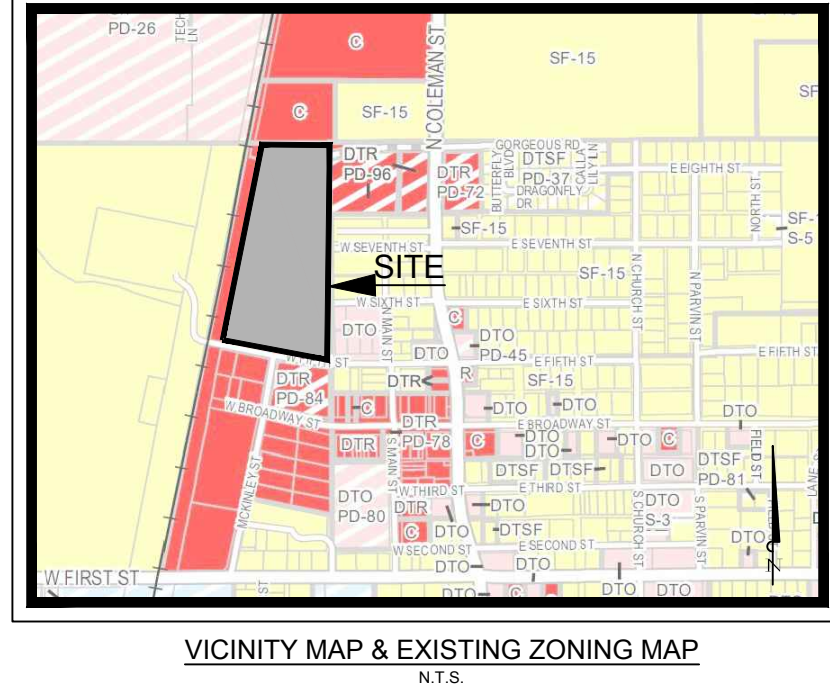
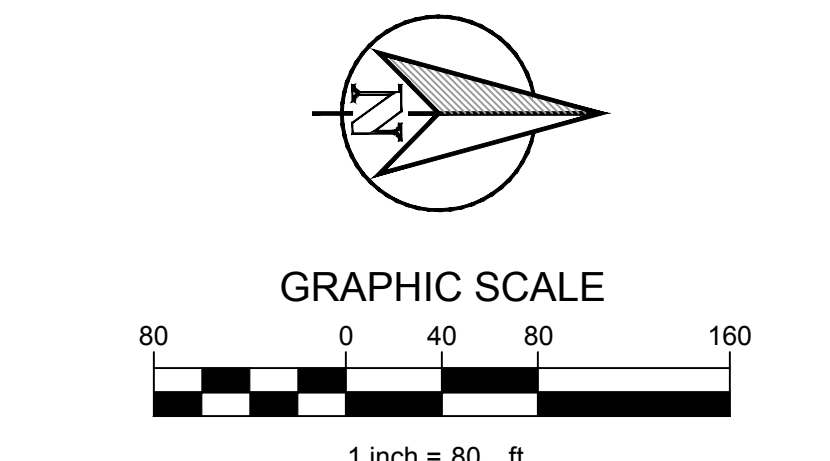
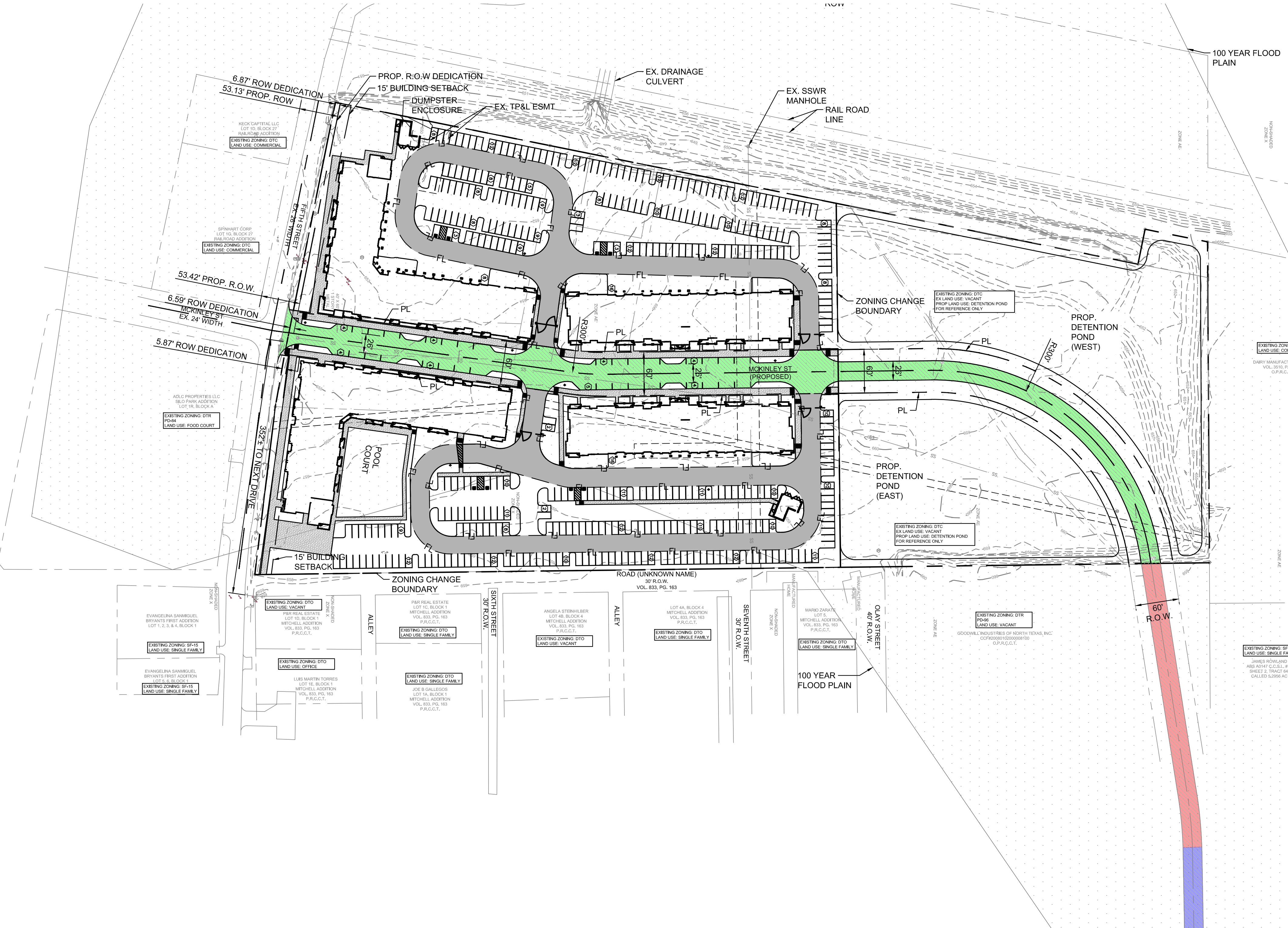
- THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT IS FOR ILLUSTRATION PURPOSES ONLY AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
- PROPERTY WITHIN FEMA 100-YEAR FLOODPLAIN AREAS TO BE REMEDIATED BY DRAINAGE STUDY BY CARDINAL STRATEGIES.
- THE PROPOSED R.O.W. DEDICATION ALONG FIFTH STREET IS SHOWN FOR ILLUSTRATION PURPOSES ONLY. EXACT DEDICATION WILL TAKE PLACE AT THE TIME OF SITE PLAN.

SITE DATA SUMMARY WEST LOT	
EXISTING ZONING	DTC
PROPOSED ZONING	PD- MULTIFAMILY
LAND AREA	4.28 ACRES
RESIDENTIAL DENSITY	35.75 UNITS PER ACRE (153 UNITS)
UNIT BREAKDOWN	77 1-BED, 66 2-BED, 10 3-BED
MAX BUILDING HEIGHT	4 STORIES- 50' 11"
FINISHED FLOOR ELEVATIONS	MIN 658.1 FEET FOR ALL STRUCTURES
100 YEAR FLOOD LEVELS	656.1 FEET
USABLE OPEN SPACE	13.1%
PARKING SPACES	213 SURFACE, 29 GARAGE
PARKING RATIO	1.01 PARKS PER BED

SITE DATA SUMMARY EAST LOT	
EXISTING ZONING	DTC
PROPOSED ZONING	PD- MULTIFAMILY
LAND AREA	4.58 ACRES
RESIDENTIAL DENSITY	32.1 UNITS PER ACRE (147 UNITS)
UNIT BREAKDOWN	74 1-BED, 63 2-BED, 10- 3 BED
MAX BUILDING HEIGHT	4 STORIES- 50' 11"
FINISHED FLOOR ELEVATIONS	MIN 658.1 FEET FOR ALL STRUCTURES
100 YEAR FLOOD LEVELS	656.1 FEET
USABLE OPEN SPACE	18.6%
PARKING SPACES	212 SURFACE, 20 GARAGE
PARKING RATIO	1.00 PARKS PER BED

LEGEND	
	IMPACT FEE REIMBURSABLE
	DIRECT REIMBURSEMENT FROM TOWN
	GOODWILL SECTION, EITHER EXISTING OR TOWN TO REIMBURSE
	PROPERTY LINE

**FLOODPLAIN NOTE**  
 This property is located in "Non-shaded Zone X" & "Zone AE" as scaled from the F.E.M.A. Flood Insurance Rate Map as shown by the Letter of Map Revision (LOMR) dated January 18, 2018 and is located in Community Number 480141 as shown on Map Number 48085C02351. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.



**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
**CLAYMOORE ENGINEERING**  
 ENGINEERING AND PLANNING CONSULTANTS  
 Engineer: **MATT MOORE**  
 P.E. No. 95813 Date 11/19/2020

**PROSPER LOFTS  
 FIFTH ST  
 PROSPER, TX**

NO.	DATE	REVISION	BY

**MCKINLEY STREET EXHIBIT**

PROSPER LOFTS	
OWNER: BBG INVESTMENTS INC FLA TLS INVESTMENTS INC P.O. BOX 129 PROSPER, TX 75078 PH: 214.325.0615 CONTACT NAME: TREVOR WOOD	
APPLICANT/REPRESENTATIVE: CLAYMOORE ENGINEERING, INC. 301 S. COLEMAN, SUITE #40 PROSPER, TX 75078 PH: 817.201.6982 CONTACT NAME: MATT MOORE	
SURVEYOR: EAGLE SURVEYING 210 S. ELM STREET, SUITE #104 DENTON, TX 76201 PH: 940.222.3009 CONTACT NAME: DAN RICK	
LEGAL DESCRIPTION: DOC NO. 2005-0122157 O.P.R.C.C.T. 15.31 ACRES	
CITY: PROSPER	STATE: TEXAS
COUNTY: COLLIN	SURVEY: C.C.S.L. #12
ABSTRACT NO. A0147	
SHEET <b>EX-B</b>	
File No. 2018-013	

DESIGN: ASD  
 DRAWN: ASD  
 CHECKED: MAM  
 DATE: 11/19/2020

## Exhibit C

### Downtown Multi-family

#### McKinley Road

Estimated Roadway costs:

- Developer estimate for McKinley from 5<sup>th</sup> St to NE property line - \$1,200,000
- Developer estimate for McKinley on Goodwill property - \$220,500 to \$373,500, cost variation due to whether or not Goodwill site has been developed.

Estimated Roadway Impact Fees:

- Development generates (East Area) \$1,066,800 roadway impact fees (\$3,556/unit)

**Park Improvement Fee** – 300 units at \$2,000/unit = \$600,000

#### Water & wastewater impact fees

- Water & Wastewater (based on estimated meter sizes for 4 buildings and landscaping) - \$269,700



3 BUILDING TYPE I - LEFT CORNER PERSPECTIVE

SCALE:



2 BUILDING TYPE I - ENLARGED CORNER PERSPECTIVE

SCALE:



1 BUILDING TYPE I - CORNER PERSPECTIVE

SCALE:

PROSPER APARTMENTS  
PROSPER, TEXAS

LIV DEVELOPMENT  
2204 LAKESHORE DRIVE, SUITE 450  
BIRMINGHAM, AL 35209  
PH: 205-484-2836



architects • planners

1770 fennell street  
maitland florida 32751-7208  
407 660 8900 f:407 875 9948  
www.cbaarchitects.com

BUILDING I  
PERSPECTIVES

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date



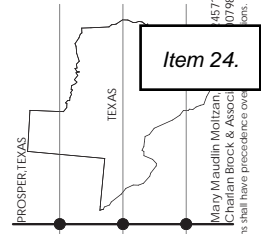
2 BUILDING TYPE I - LEFT ELEVATION

SCALE: 3/32" = 1'-0"



1 BUILDING TYPE I - FRONT ELEVATION

SCALE: 3/32" = 1'-0"



PROSPER APARTMENTS  
PROSPER, TEXAS

LIV DEVELOPMENT  
2204 LAKESHORE DRIVE, SUITE 450  
BIRMINGHAM, AL 35209  
PH: 205-484-2836



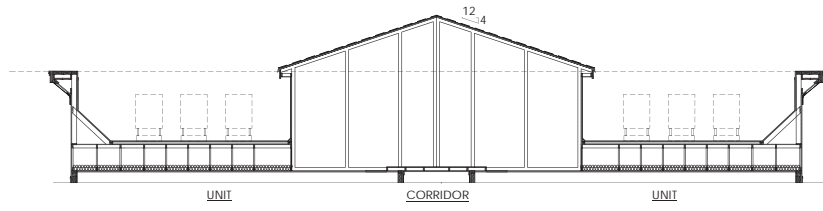
architects • planners

1770 fennell street  
maitland florida 32751-7208  
407 660 8900 f:407 875 9948  
www.cbaarchitects.com

BUILDING I  
FRONT AND LEFT  
ELEVATIONS WITH  
SHADOWS

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

4571  
0798  
Mary Maudlin Moltzan,  
Charlan Brock & Associ  
ates, Inc. hereby reserves its common law copyright and other property rights in these plans, ideas, and designs. These ideas, designs, and plans are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the express written permission from C.B.A. Inc. written dimensions shall have precedence over  
any other dimensions.



**4 ROOF EQUIPMENT SIGHTLINE SECTION**  
SCALE: 1/8" = 1'-0"

**BUILDING TYPE I - FRONT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	7,926 SF	
GLAZING	1,938 SF	
NET AREA	5,988 SF	
BRICK	5,136 SF	85.8 %
STONE VENEER	852 SF	14.2 %
TOTAL MATERIAL	5,988 SF	100 %

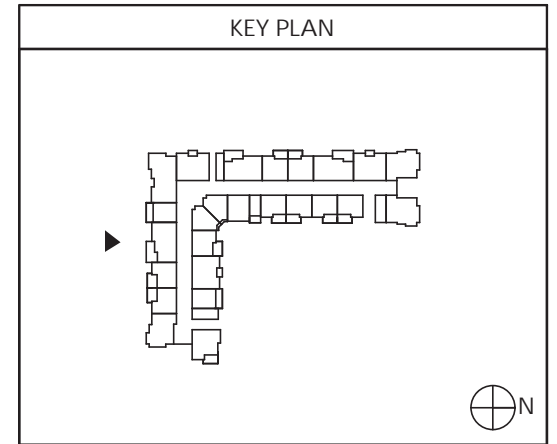
  

TOTAL MASONRY	5,988 SF	100%
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**MATERIALS**

1		B1 - BRICK MANUFACTURE: HENRY BRICK COLOR: CEDAR CREEK
2		S1 - LIMESTONE VENEER MANUFACTURE: EL DORADO STONE COLOR: SANDERLING
3		P1 - PAINT LAP SIDING MANUFACTURE: SHERWIN WILLIAM COLOR: BRACING BLUE
4		P2 - PAINT FIBER CEMENT PANEL MANUFACTURE: SHERWIN WILLIAM COLOR: EARL GREY
5		P3 - CORRUGATED METAL PANEL MANUFACTURE: BRIDGER STEEL COLOR: SILVER METALLIC
6		R1 - ROOF MANUFACTURE: IKO COLOR: SLATE COOL
7		B2 - BRICK MANUFACTURE: GLEN-GERY COLOR: LIGHT GREY
8		B3 - BRICK MANUFACTURE: GLEN-GERY COLOR: STONE GREY
9		S2 - STONE MANUFACTURE: EL DORADO STONE COLOR: SEASHELL

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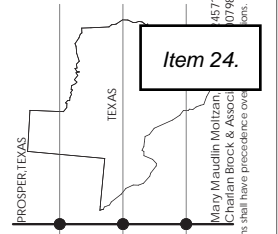
**3 BUILDING TYPE I - FRONT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE I - FRONT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE I - OVERALL FRONT ELEVATION**  
SCALE: 1/16" = 1'-0"



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**BUILDING TYPE I FRONT ELEVATIONS**


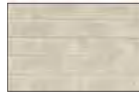




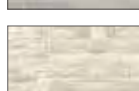
date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date



**BUILDING TYPE I - LEFT ELEVATION MATERIAL CALCULATION**

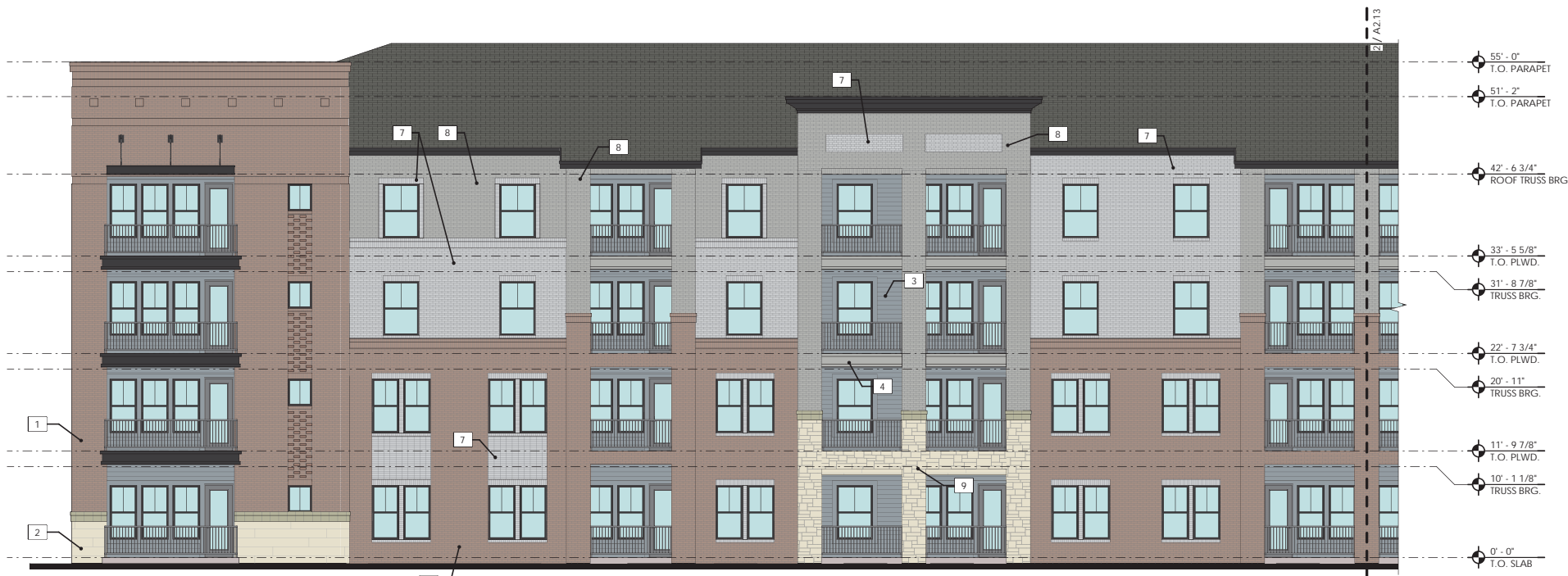
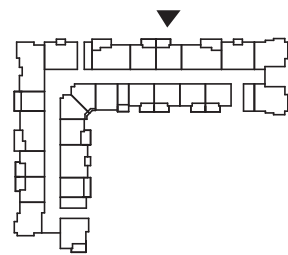
SURFACE AREA	9,996	SF	
GLAZING	1,833	SF	
NET AREA	8,193	SF	
BRICK	7,247	SF	88.5 %
STONE VENEER	946	SF	11.5 %
TOTAL MATERIAL	8,193	SF	100 %
TOTAL MASONRY		8,193	SF 100 %

**MATERIALS**

- 1  B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2  S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3  P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4  P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5  P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6  R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7  B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8  B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9  S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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**KEY PLAN**



**3 BUILDING TYPE I - LEFT ELEVATION B**

SCALE: 1/8" = 1'-0"



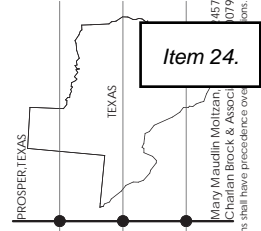
**2 BUILDING TYPE I - LEFT ELEVATION A**

SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE I - OVERALL LEFT ELEVATION**

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



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**BUILDING TYPE I**  
LEFT ELEVATIONS

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

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**BUILDING TYPE I - REAR ELEVATION MATERIAL CALCULATION**

SURFACE AREA	8,481 SF
GLAZING	1,443 SF
NET AREA	7,038 SF
BRICK	3,417 SF 48.6 %
STONE VENEER	314 SF 4.5 %
FIBER CEMENT LAP SIDING	1,348 SF 19.2 %
FIBER CEMENT PANEL	1,223 SF 17.4 %
CORRUGATED METAL	736 SF 10.5 %
TOTAL MATERIAL	7,038 SF 100 %
TOTAL MASONRY	3,731 SF 53.0 %

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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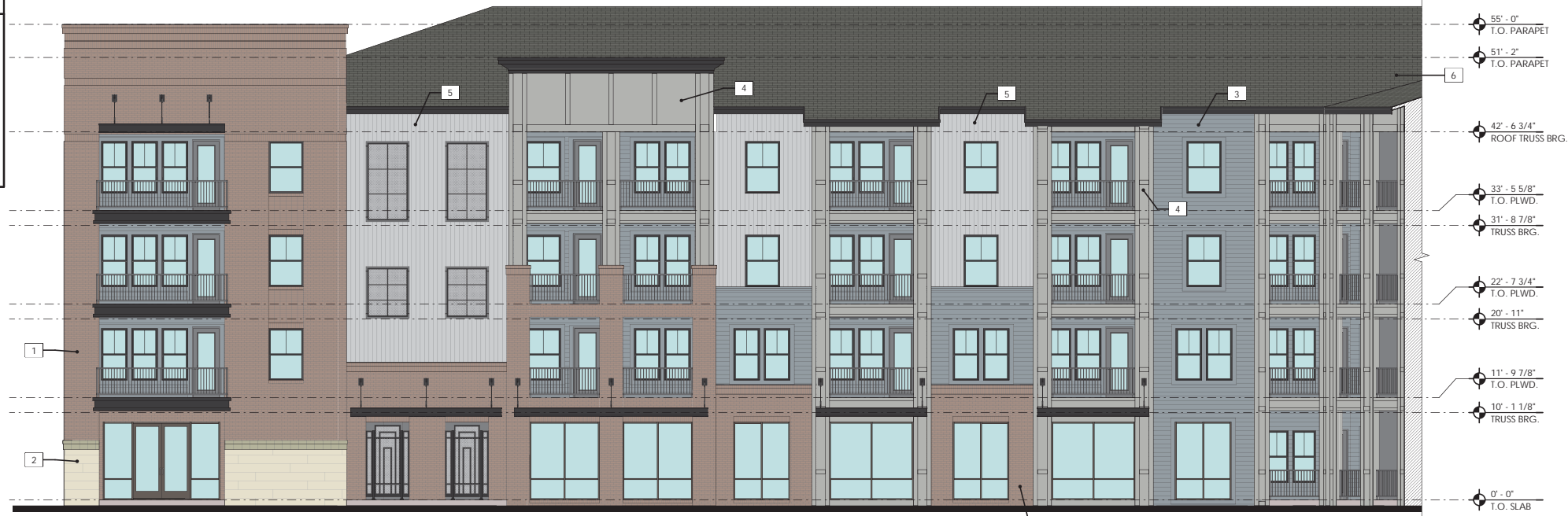
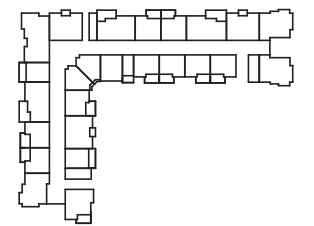
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**KEY PLAN**



**4 BUILDING TYPE I - REAR C**  
SCALE: 1/8" = 1'-0"



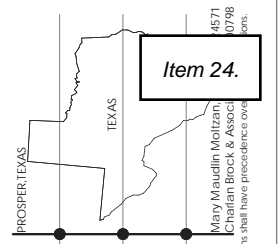
**3 BUILDING TYPE I - REAR B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE I - REAR A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE I - OVERALL REAR ELEVATION**  
SCALE: 1/16" = 1'-0"



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**BUILDING TYPE I REAR ELEVATIONS**

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drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

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**3** BUILDING TYPE I - RIGHT A

SCALE: 1/8" = 1'-0"



**2** BUILDING TYPE I - RIGHT B

SCALE: 1/8" = 1'-0"



**1** BUILDING TYPE I - OVERALL RIGHT ELEVATION

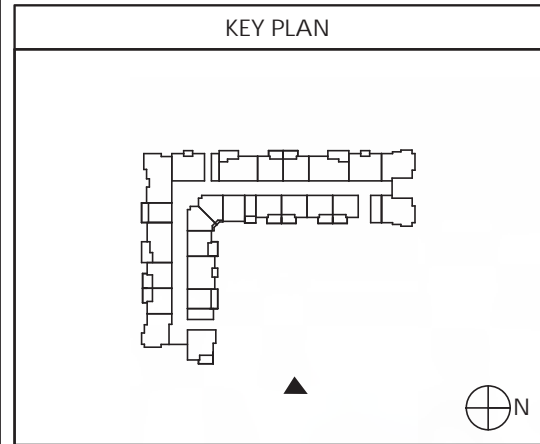
SCALE: 1/16" = 1'-0"

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

**BUILDING TYPE I - RIGHT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	10,841 SF	
GLAZING	1,715 SF	
NET AREA	9,126 SF	
BRICK	3,997 SF	43.8 %
STONE VENEER	318 SF	3.5 %
FIBER CEMENT LAP SIDING	2,102 SF	23.0 %
FIBER CEMENT PANEL	1,419 SF	15.5 %
CORRUGATED METAL	1,290 SF	14.1 %
TOTAL MATERIAL	9,126 SF	100 %
TOTAL MASONRY	4,315 SF	47.3 %



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**BUILDING TYPE I  
RIGHT  
ELEVATIONS**

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② BUILDING TYPE II - RIGHT ELEVATION  
 SCALE: 3/32" = 1'-0"



① BUILDING TYPE II - FRONT ELEVATION  
 SCALE: 3/32" = 1'-0"

PROSPER APARTMENTS  
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BUILDING II  
 FRONT AND RIGHT  
 ELEVATIONS WITH  
 SHADOWS

date: 08-21-2020  
 job no: 4310  
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**BUILDING TYPE I - FRONT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	7,388 SF
GLAZING	1,361 SF
NET AREA	6,027 SF
BRICK	5,247 SF 87.1 %
STONE VENEER	780 SF 12.9 %
TOTAL MATERIAL	6,027 SF 100 %

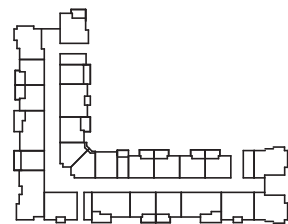
TOTAL MASONRY 6,027 SF 100 %

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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**KEY PLAN**



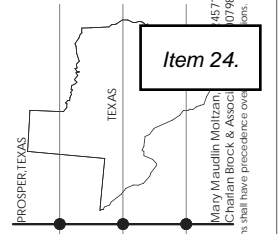
**3 BUILDING TYPE II - FRONT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - FRONT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE II - OVERALL FRONT ELEVATION**  
SCALE: 1/16" = 1'-0"



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**BUILDING TYPE II FRONT ELEVATIONS**

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**3 BUILDING TYPE II - LEFT B**

SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - LEFT A**

SCALE: 1/8" = 1'-0"

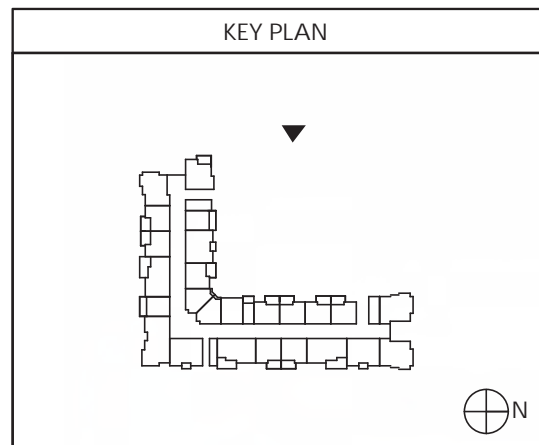
**MATERIALS**

1	B1 - BRICK MANUFACTURE: HENRY BRICK COLOR: CEDAR CREEK
2	S1 - LIMESTONE VENEER MANUFACTURE: EL DORADO STONE COLOR: SANDERLUNG
3	P1 - PAINT LAP SIDING MANUFACTURE: SHERWIN WILLIAM COLOR: BRACING BLUE
4	P2 - PAINT FIBER CEMENT PANEL MANUFACTURE: SHERWIN WILLIAM COLOR: EARL GREY
5	P3 - CORRUGATED METAL PANEL MANUFACTURE: BRIDGER STEEL COLOR: SILVER METALLIC
6	R1 - ROOF MANUFACTURE: IKO COLOR: SLATE COOL
7	B2 - BRICK MANUFACTURE: GLEN-GERY COLOR: LIGHT GREY
8	B3 - BRICK MANUFACTURE: GLEN-GERY COLOR: STONE GREY
9	S2 - STONE MANUFACTURE: EL DORADO STONE COLOR: SEASHELL

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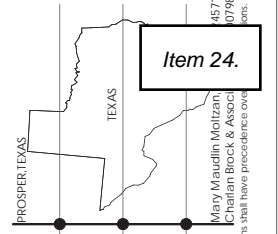
**BUILDING TYPE II - LEFT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	10,339 SF
GLAZING	1,148 SF
NET AREA	9,191 SF
BRICK	3,963 SF 43.1%
STONE VENEER	321 SF 3.5%
FIBER CEMENT LAP SIDING	2,177 SF 23.7%
CEMENT PANEL	1,415 SF 15.4%
CORRUGATED METAL	1,315 SF 14.3%
TOTAL MATERIAL	9,191 SF 100%
TOTAL MASONRY	4,284 SF 46.6%



**1 BUILDING TYPE II - OVERALL LEFT ELEVATION**

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



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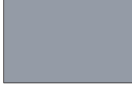

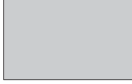
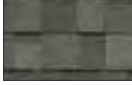



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**BUILDING TYPE II LEFT ELEVATIONS**

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drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
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BUILDING TYPE II - REAR ELEVATION MATERIAL CALCULATION			
SURFACE AREA	8,230 SF		
GLAZING	1,092 SF		
NET AREA	7,138 SF		
BRICK	3,198 SF	44.8 %	
STONE VENEER	294 SF	4.1 %	
FIBER CEMENT LAP SIDING	1,566 SF	21.9 %	
CEMENT PANEL	1,125 SF	15.8 %	
CORRUGATED METAL	955 SF	13.4 %	
TOTAL MATERIAL	7,138 SF	100 %	
TOTAL MASONRY	3,492 SF	48.9 %	

**MATERIALS**

- 1  B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2  S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3  P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4  P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5  P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6  R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7  B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8  B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9  S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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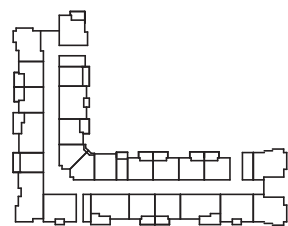
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**KEY PLAN**



**3 BUILDING TYPE II - REAR B**  
SCALE: 1/8" = 1'-0"



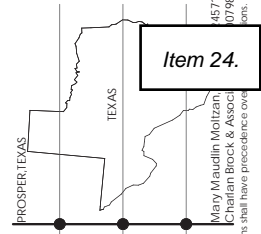
**4 BUILDING TYPE II - REAR C**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - REAR A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE II - OVERALL REAR ELEVATION**  
SCALE: 1/16" = 1'-0"



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PROSPER, TEXAS



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**BUILDING TYPE II**  
**REAR ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

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**BUILDING TYPE II - RIGHT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	9,924 SF
GLAZING	1,602 SF
NET AREA	8,322 SF
BRICK	7,411 SF 89.1 %
STONE VENEER	911 SF 10.9 %
TOTAL MATERIAL	8,322 SF 100 %
<b>TOTAL MASONRY 8,322 SF 100 %</b>	

**MATERIALS**

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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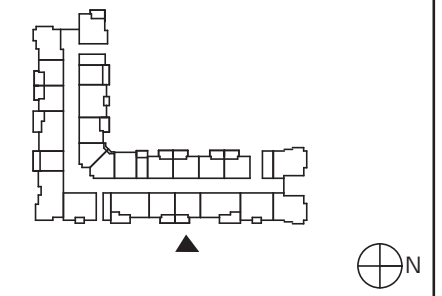
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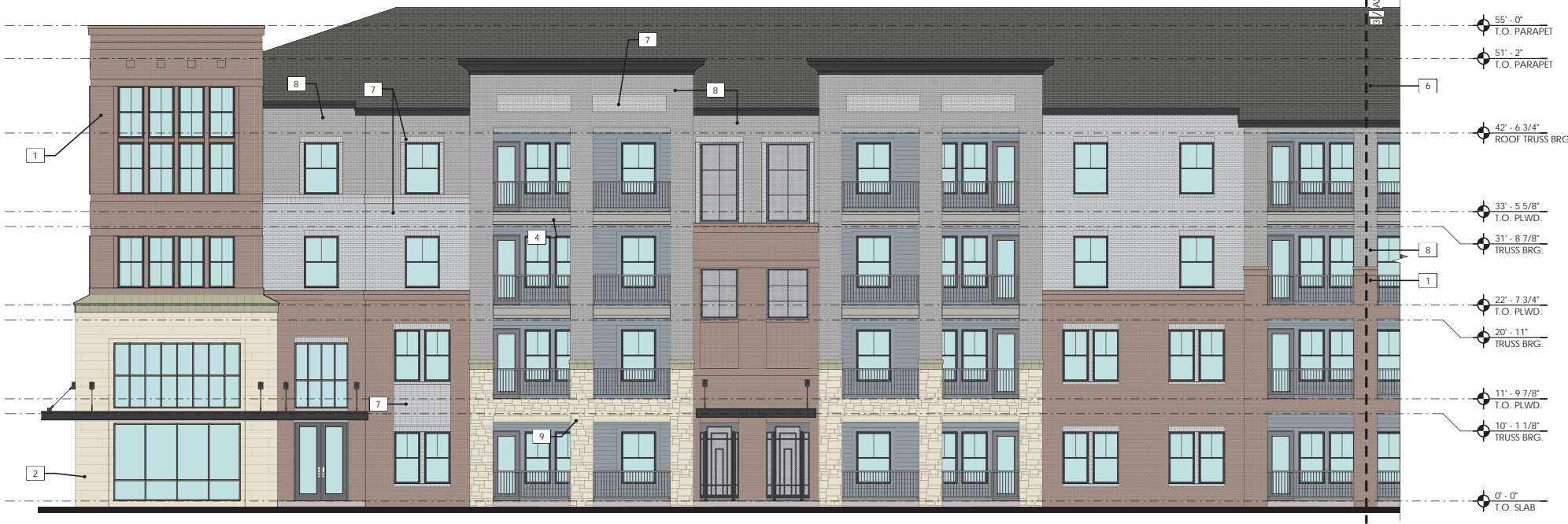
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**KEY PLAN**



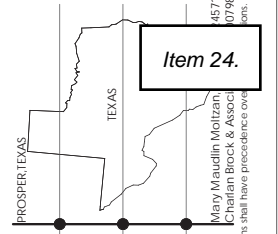
**3 BUILDING TYPE II - RIGHT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - RIGHT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE II - OVERALL RIGHT ELEVATION**  
SCALE: 1/16" = 1'-0"



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**BUILDING TYPE II  
RIGHT  
ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

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8/21/2020 10:12:16 AM





3 BUILDING TYPE III - REAR ELEVATION

SCALE: 3/32" = 1'-0"



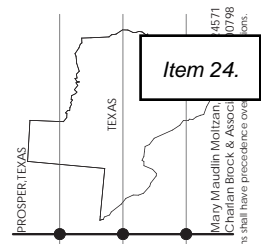
2 BUILDING TYPE III - SIDE ELEVATION

SCALE: 3/32" = 1'-0"



1 BUILDING TYPE III - FRONT ELEVATION

SCALE: 3/32" = 1'-0"



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BUILDING TYPE III  
ELEVATIONS  
WITH SHADOWS

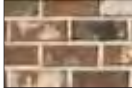

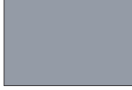

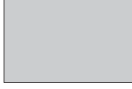
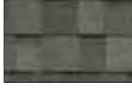



date: 08-21-2020  
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drawn by: IR, FP, XC  
reviewed by: CBA  
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**BUILDING TYPE III - FRONT ELEVATION MATERIAL CALCULATION**

SURFACE AREA	9,906 SF	
GLAZING	1,216 SF	
NET AREA	8,690 SF	
BRICK	8,171 SF	94.0 %
STONE VENEER	519 SF	6.0 %
TOTAL MATERIAL	8,690 SF	100 %
TOTAL MASONRY	8,690 SF	100 %

**MATERIALS**

- 1  B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2  S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3  P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4  P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5  P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6  R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7  B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8  B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9  S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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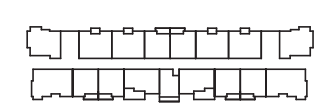
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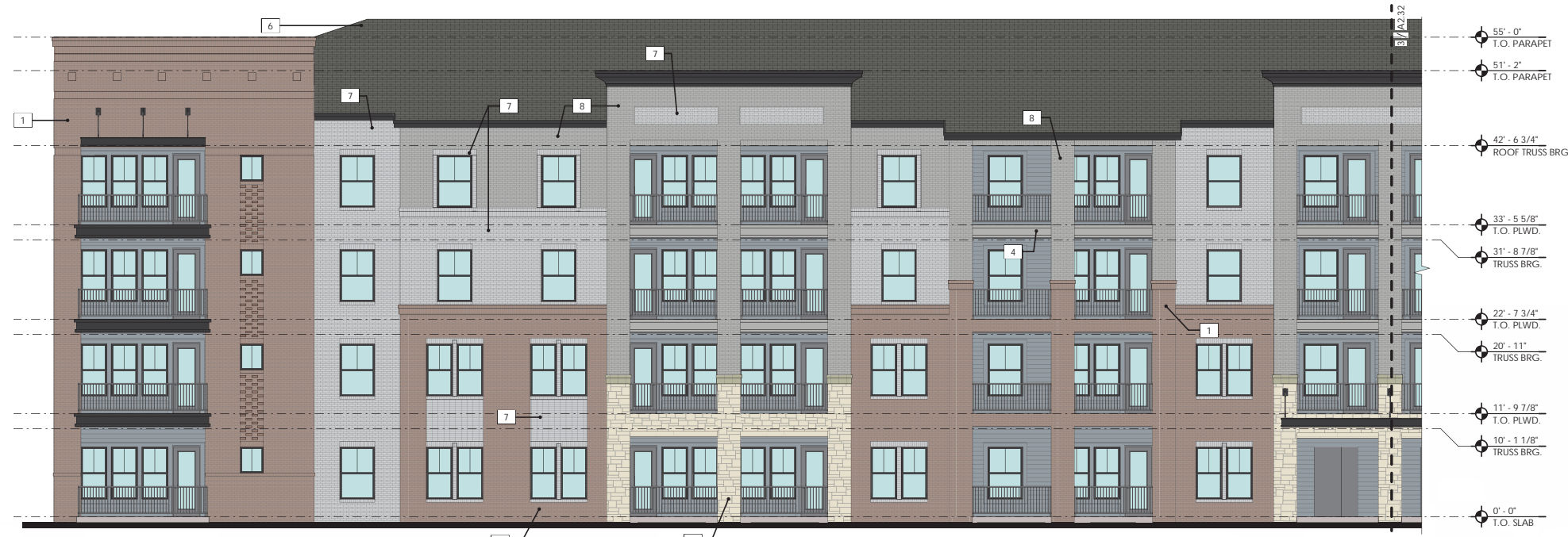
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**KEY PLAN**



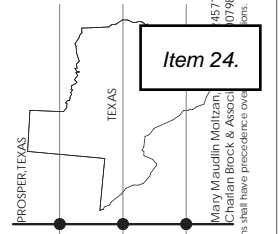
**3 BUILDING TYPE III - FRONT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE III - FRONT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE III - OVERALL FRONT ELEVATION**  
SCALE: 1/16" = 1'-0"



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PROSPER, TEXAS

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**BUILDING TYPE III  
FRONT  
ELEVATIONS**




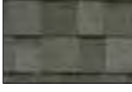


date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

**BUILDING TYPE III - SIDE ELEVATION MATERIAL CALCULATION**

SURFACE AREA	3,333	SF	
GLAZING	624	SF	
NET AREA	2,709	SF	
BRICK	1,711	SF	63.2 %
FIBER CEMENT LAP SIDING	826	SF	30.5 %
CEMENT PANEL	172	SF	6.3 %
TOTAL MATERIAL	2,709	SF	100 %

TOTAL MASONRY	1,711	SF	63.2%
---------------	-------	----	-------

**MATERIALS**

- 1  B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2  S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3  P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4  P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5  P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6  R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7  B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8  B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9  S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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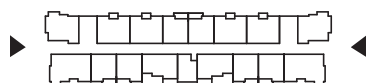
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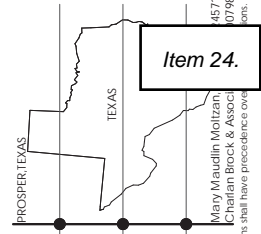
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**KEY PLAN**



**1 BUILDING TYPE III - LEFT/RIGHT ELEVATION**

SCALE: 1/8" = 1'-0"



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**BUILDING TYPE III**  
**LEFT AND RIGHT**  
**ELEVATIONS**

date: 08-21-2020  
job no: 4310  
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issue history:  
Δ Date










**A2**

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**BUILDING TYPE III - REAR ELEVATION MATERIAL CALCULATION**

SURFACE AREA	10,566 SF	
GLAZING	1,144 SF	
NET AREA	9,422 SF	
BRICK	4,024 SF	42.7 %
FIBER CEMENT LAP SIDING	2,045 SF	21.7 %
CEMENT PANEL	1,236 SF	13.1 %
CORRUGATED METAL	2,117 SF	22.5 %
TOTAL MATERIAL	9,422 SF	100 %
<b>TOTAL MASONRY</b>		<b>4,024 SF 42.7 %</b>

**MATERIALS**

- 1  B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2  S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3  P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4  P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5  P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6  R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7  B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8  B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9  S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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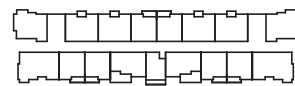
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**KEY PLAN**



**3 BUILDING TYPE III - REAR B**

SCALE: 1/8" = 1'-0"



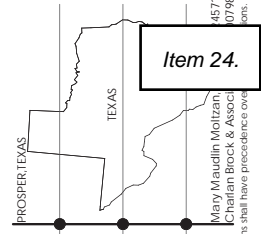
**2 BUILDING TYPE III - REAR A**

SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE III - OVERALL REAR ELEVATION**

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



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**BUILDING TYPE III  
REAR ELEVATIONS**

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## BUILDING TYPE IV - MATERIAL CALCULATION

FRONT ELEVATION			LEFT ELEVATION			REAR ELEVATION			RIGHT ELEVATION		
SURFACE AREA	215 SF		SURFACE AREA	268 SF		SURFACE AREA	300 SF		SURFACE AREA	276 SF	
OPENINGS	112 SF		OPENINGS	0 SF		OPENINGS	0 SF		OPENINGS	24 SF	
NET AREA	103 SF		NET AREA	268 SF		NET AREA	300 SF		NET AREA	252 SF	
BRICK	36 SF	35.0 %	BRICK	57 SF	21.3 %	BRICK	39 SF	13.0 %	BRICK	28 SF	11.1 %
FIBER CEMENT LAP SIDING	67 SF	65.0 %	FIBER CEMENT LAP SIDING	211 SF	78.7 %	FIBER CEMENT LAP SIDING	261 SF	87.0 %	FIBER CEMENT LAP SIDING	224 SF	88.9 %
TOTAL MATERIAL	103 SF	100 %	TOTAL MATERIAL	268 SF	100 %	TOTAL MATERIAL	300 SF	100 %	TOTAL MATERIAL	252 SF	100 %

### MATERIALS

- 1 B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- 2 S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- 3 P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- 4 P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- 5 P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- 6 R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- 7 B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- 8 B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- 9 S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

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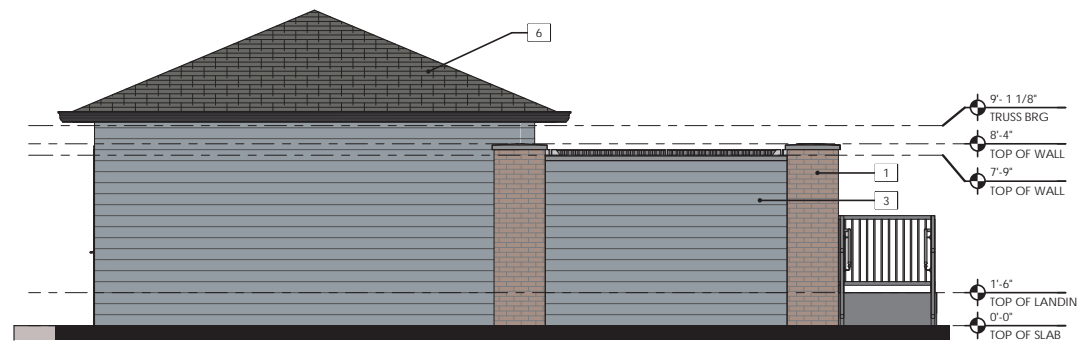
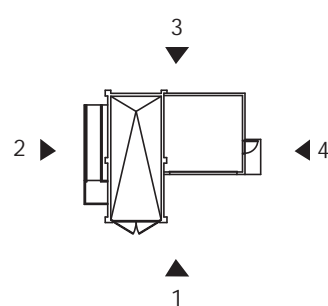
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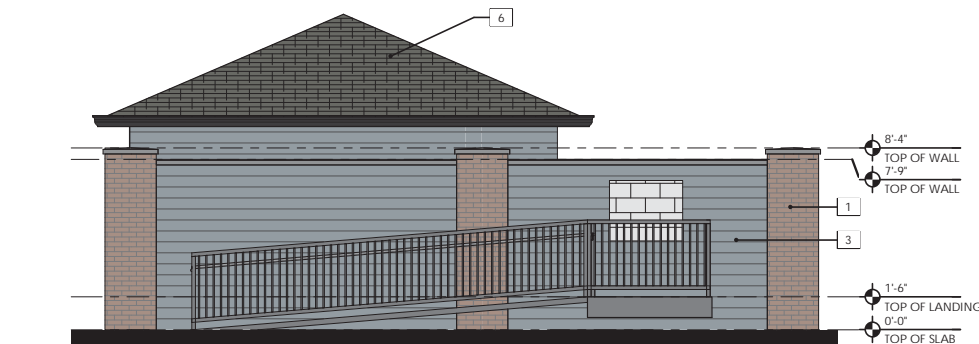
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### KEY PLAN

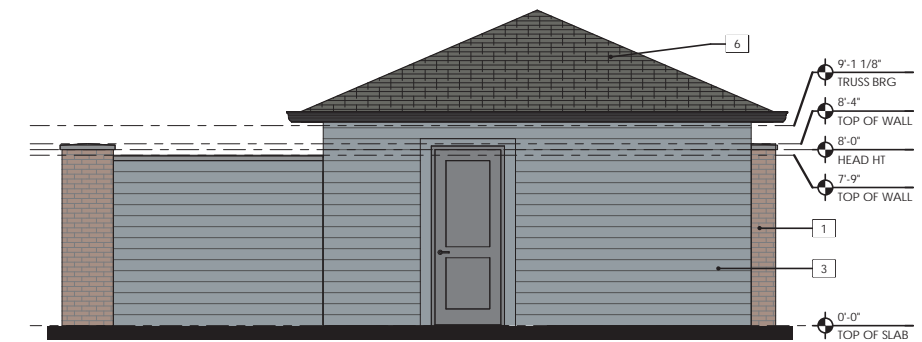
NOTE: PLAN ON THIS SHEET IS ROTATED COUNTERCLOCKWISE



**3** BUILDING TYPE IV - REAR ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



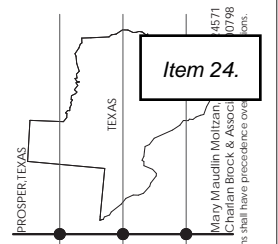
**2** BUILDING TYPE IV - LEFT ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



**4** BUILDING TYPE IV - RIGHT ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



**1** BUILDING TYPE IV - FRONT ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



**PROSPER APARTMENTS**  
PROSPER, TEXAS

LIV DEVELOPMENT  
2204 LAKESHORE DRIVE, SUITE 450  
BIRMINGHAM, AL 35209  
PH: 205-484-2836

**charlan • brock**  
associates

architects • planners

1770 fennell street  
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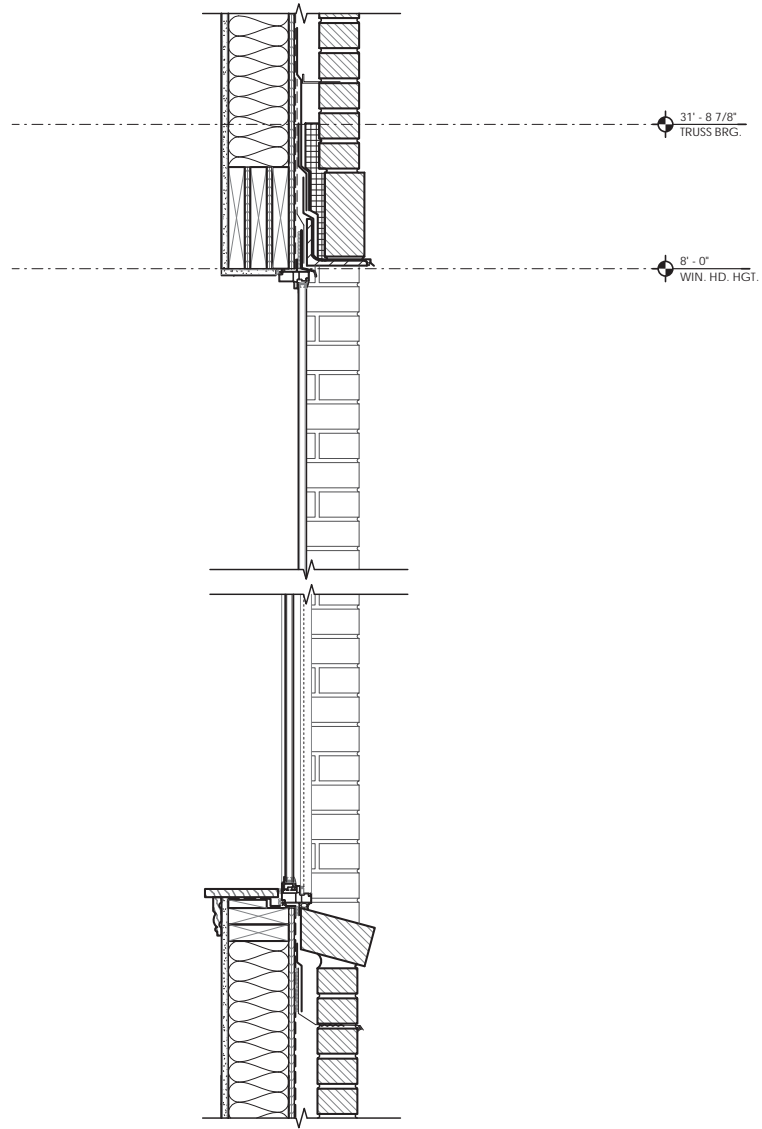
BUILDING TYPE IV  
ELEVATIONS

date: 08-21-2020  
job no: 4310  
drawn by: FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

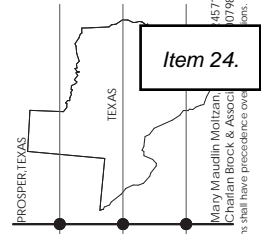
8/21/2020 10:13:59 AM BIM 360://4310 - Prosper/4310 - Prosper, TEXAS.rvt

4571  
0798  
Mary Maudlin Moltzan,  
Charlan Brock & Associ  
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# EXHIBIT D



**1** WINDOW SECTION  
SCALE: 1 1/2" = 1'-0"



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### WINDOW DETAIL

date: **08-21-2020**  
job no: **4310**  
drawn by: **FP, XC**  
reviewed by: **CBA**  
issue history:  
Δ Date

Mary Maudlin Meltzer, Charlan Brock & Associates, Inc. 4571 0798  
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## DEVELOPMENT SERVICES

**To:** Mayor and Town Council

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

**Through:** Harlan Jefferson, Town Manager  
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services

**Re:** Town Council Meeting – November 24, 2020

---

**Agenda Item:**

Consider and act upon an ordinance repealing Ordinance No. 2020-05 and adopting a new Neighborhood Empowerment Zone Number 1 to promote economic development in the Zone.

**Background/Description of Agenda Item:**

On November 10, 2009, the Town Council approved a resolution creating Neighborhood Empowerment Zone Number 1 (NEZ-1) to promote economic development within the core downtown area. The resolution was effective for a period of ten (10) years. Upon expiration of the resolution, the Town Council adopted the terms of NEZ-1 by Ordinance No. 2020-05 on January 28, 2020. The ordinance provided for the waiver of 75% of the following fees for new, non-residential development:

1. building permit fees,
2. construction inspection fees,
3. structure demolition permit fees,
4. certificate of occupancy fees, and
5. water, wastewater, and roadway impact fees

In addition, and at its sole discretion, the Town Council may authorize the refund of up to sixty percent (60%) of municipal sales tax and/or one-hundred percent (100%) of municipal property tax resulting from the new development in NEZ-1. The refund of any taxes shall not exceed a period of ten (10) years.

Ordinance No. 2020-05 also provided for a voluntary process to enter into a development agreement to ensure the base zoning district and architectural standards are followed.

The proposed NEZ-1 incorporates all of the above-referenced incentives and standards and provides for a new provision for new multifamily development. The provision provides that in conjunction with a new multifamily development, the Town Council may waive all or any portion of park dedication fees, as authorized by the Town's Subdivision Ordinance. The waiver requires



the execution of a development agreement which shall include the property owner's agreement to adhere to building construction materials standards established in the Zoning Ordinance and the "Old Town Architectural Standards," as referenced in Exhibit B of the ordinance.

The above-referenced 75% fee waivers for new nonresidential development are not authorized for new multifamily developments.

**Budget Impact:**

While the empowerment zone provides for the reduction of certain development fees, and the refund of sales and property taxes, there is a long term benefit of promoting new construction, redevelopment and the resulting economic vitality of the downtown area.

**Legal Obligations and Review:**

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the ordinance as to form and legality.

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Staff recommends the Town Council approve an ordinance repealing Ordinance No. 2020-05 and adopting a new Neighborhood Empowerment Zone Number 1 to promote economic development in the Zone.

**Proposed Motion:**

I move to approve an ordinance repealing Ordinance No. 2020-05 and adopting a new Neighborhood Empowerment Zone Number 1 to promote economic development in the Zone.

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2020-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING ORDINANCE NO. 2020-05; DESIGNATING A CERTAIN AREA WITHIN THE TOWN OF PROSPER, TEXAS AS NEIGHBORHOOD EMPOWERMENT ZONE NUMBER 1 TO PROMOTE ECONOMIC DEVELOPMENT IN THE ZONE; ESTABLISHING THE BOUNDARY OF SUCH ZONE; PROVIDING FOR A WAIVER OF CERTAIN FEES; PROVIDING FOR THE CONSIDERATION OF THE REFUND OF MUNICIPAL PROPERTY AND SALES TAXES; REQUIRING A DEVELOPMENT AGREEMENT; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that the promotion of economic development of the Downtown commercial areas is advantageous to the Town and its citizens; and

**WHEREAS**, Chapter 378 of the Texas Local Government Code authorizes municipalities in the State of Texas to establish Neighborhood Empowerment Zones; and

**WHEREAS**, the Town Council previously enacted Resolution No. 09-133 on November 10, 2009, and Ordinance No. 2020-05 on January 28, 2020, which provided certain incentives to non-residential development through Neighborhood Empowerment Zone No. 1 and the incentives referenced therein; and

**WHEREAS**, it is the desire of the Town Council to further incentivize Downtown development and redevelopment by adopting a new Neighborhood Empowerment Number 1 and expanding its scope to include, upon Town Council approval, multifamily residential development; and

**WHEREAS**, while Neighborhood Empowerment Zone Number 1 currently provides for the waiver of certain Town fees, as more fully described in this Ordinance as well as the consideration of the refund of municipal property and sales taxes for a specific period of time, subject to the execution of a development agreement between the Town and a property owner in regard to the adherence to architectural standards and building materials for non-residential structures constructed pursuant to Neighborhood Empowerment Zone Number 1, the Town Council has determined that Neighborhood Empowerment Zone Number 1 also may include certain limited incentives for multifamily residential development, upon Town Council approval, as more fully described in this Ordinance; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote economic development; and

**WHEREAS**, the Town Council also finds that the creation of Neighborhood Empowerment Number 1 satisfies the requirements of Section 312.002 of the Tax Code.

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

## SECTION 1

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

## SECTION 2

From and after the effective date of this Ordinance, existing Ordinance No. 2020-05 is hereby repealed in its entirety.

## SECTION 3

Neighborhood Empowerment Zone Number 1 (“NEZ 1”) is hereby created, as shown on the map attached hereto and incorporated herein as Exhibit A, and is subject to the following conditions:

### **A. For New Non-Residential Development Only**

1. These provisions in Section A of this Ordinance are applicable to property owners in the Downtown area for the construction of new, non-residential development. For the purpose of this Ordinance, the term, “new, non-residential development” shall also mean the demolition and/or the redevelopment of existing structure(s), when the demonstrated value of the new construction exceeds the value of the previous improvement by a minimum of fifty percent (50%), based on the most recent value determined by the Collin Central Appraisal District.

2. Prior to authorizing fee waivers or the consideration for requests for the refund of municipal property taxes or municipal sales taxes, a development agreement shall be executed between the Town and the property owner. The development agreement will be prepared by the Town and, among others, the owner shall agree to building construction materials standards as established in the Zoning Ordinance, as it exists or is amended, and/or the “Old Town Architectural Standards, attached hereto and incorporated herein as Exhibit B.

3. Any development agreement executed by the Parties pursuant to this NEZ 1 shall be filed in the Collin County real property records.

4. The Town Manager is hereby authorized to execute development agreements which do not include a request for any refund of municipal property or municipal sales taxes.

5. Development agreements which include requests for the refund of municipal property taxes or municipal sales taxes shall require the approval by the Town Council.

6. Concurrent with the execution of a development agreement, the Town shall waive 75% of the cost of the following fees:

- a. building permit fees
- b. construction inspection fees
- c. structure demolition permit fees
- d. certificate of occupancy fees
- e. water, wastewater, and roadway impact fees

5. At its sole discretion, the Town Council may authorize the refund up to sixty percent (60%) of municipal sales tax and/or one-hundred percent (100%) of municipal property tax resulting from the new development in NEZ 1. The refund of any taxes shall not exceed a period of ten (10) years.

### **B. For New Multifamily Residential Development Only**

1. These provisions in Section B of this Ordinance are applicable to property owners in the Downtown area for the construction of new, multifamily residential development, as defined in Section 13, "Multifamily District," Chapter 2, "Zoning Districts," of the Town's Zoning Ordinance, as amended.

2. Prior to authorizing any fee waiver referenced in this Section B, a development agreement shall be executed between the Town and the property owner. The development agreement will be prepared by the Town and, among others, the owner shall agree to building construction materials standards as established in the Zoning Ordinance, as it exists or is amended, and/or the "Old Town Architectural Standards, attached hereto and incorporated herein as Exhibit B.

3. Any development agreement executed by the Parties pursuant to this NEZ 1 shall be filed in the Collin County real property records.

4. The Town Manager is hereby authorized to execute development agreements which do not include a request for any refund of municipal property or municipal sales taxes.

5. Development agreements which include any fee waivers shall require approval by the Town Council.

6. Concurrent with the execution of a development agreement, the Town Council may waive all or any portion of park dedication fees, as authorized by Subsection 6.20, "Park Land Designs, Dedications, and Fees," of Section 6, "Subdivision Design Standards," of the Town's Subdivision Ordinance, as amended.

### **SECTION 4**

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

### **SECTION 5**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

**SECTION 6**

This Ordinance shall become effective and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24<sup>TH</sup> DAY OF NOVEMBER, 2020.**

**APPROVED:**

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

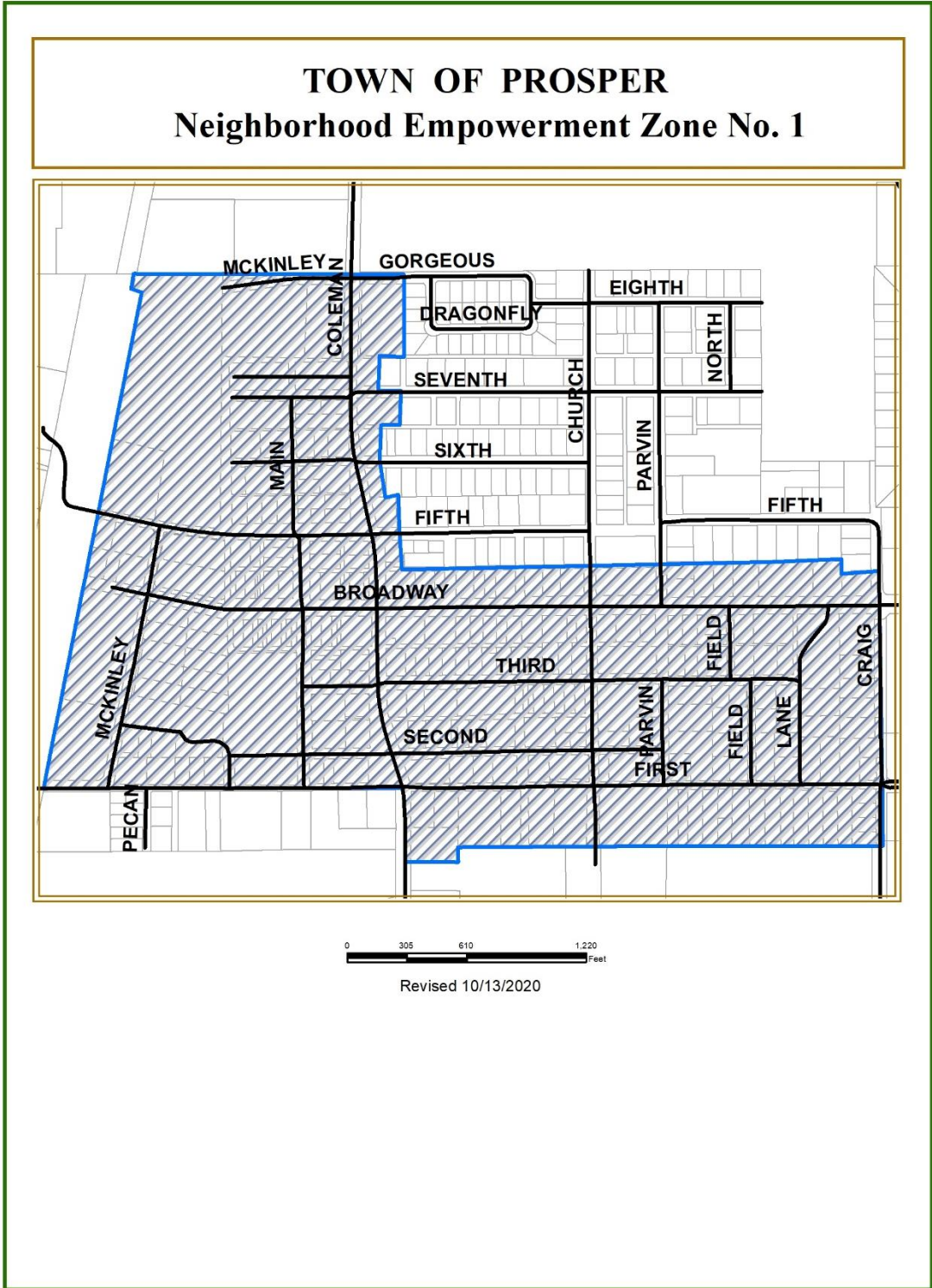
**ATTEST:**

\_\_\_\_\_  
**Melissa Lee, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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

**EXHIBIT A**



## Exhibit B Prosper Old Town Architectural Standards

### 1. Old Town Architectural Standards

#### a. Intent

Old Town is a unique area of Prosper with a distinct architectural character created by existing buildings dating back to the early 1900's. The Old Town area is envisioned to be a pedestrian-oriented, commercial environment that provides opportunities for shops, restaurants, offices and entertainment venues to create a vibrant district. The reuse of existing buildings is encouraged, and new buildings are generally required to be of a character that is consistent with the existing architectural character of the area,



*Example: Architectural Designs that establish unique building expressions*

although proposals for architectural designs that establish unique building expressions while still fitting the overall context of Old Town can be considered. It is recognized that deviations from the requirements for exterior materials may be necessary to achieve unique building expressions in specific instances. The process for considering such requests is established within Chapter 4 of the Zoning Ordinance. The use of quality building materials will reinforce the character and

viability of the Old Town area long term. Exterior wall materials, articulation and rhythm is critical to creating the sense of place desired by the community. Tri-partite architectural design is required in order for buildings to respond appropriately to the pedestrian, while providing architectural interest by distinguishing the bottom, middle, and top of structures.

#### b. Building Articulation / Appearance

Where visible from a public street or open space:

- i. *Buildings shall demonstrate both horizontal and vertical articulation.*
- ii. *Buildings shall maintain a façade rhythm expressed by a change in building plane, stepping portions of facades in and out, utilizing balconies, windows, columns or pilasters that are distinctly set out from the façade, undulating the roof line by changing the*



*Example: Undulating Roof Line*



*Example: Façade Rhythm*

height of the parapet, or changing types or colors of materials in combination with other techniques.

- iii. *Balconies may extend over the sidewalk* if they maintain a minimum ten (10) feet of clearance above the sidewalk, minimum distance of five (5) feet from the back of curb, and do not interfere with street tree growth or utilities (above or below grade). Any encroachment of balconies over the street right-of-way will require a license agreement with the Town.
- iv. *Buildings shall be designed and constructed as tripartite architecture*, with a distinct base, middle and top. An expression line, setback or other architectural element will delineate the base and top.



Example: Balconies Extending Over Sidewalk



Top  
Middle  
Base

Example: Tripartite Architecture

- v. *Primary entrances to buildings shall be located on the street* along which the building is oriented. At intersections, corner buildings may have the primary entrances oriented at an angle to the intersection.
- vi. *All primary entrances to buildings shall be covered with awnings, canopies, or be inset behind the front façade a minimum four (4) feet.* A door shall not be permitted to swing into a public right-of-way or sidewalk area.
- vii. *Secondary and service entrances shall be located along alleys, or internal parking areas.*

- viii. *The ground floor level of buildings shall have a minimum of 45% and maximum of 65% of the façade comprised of window area.* A reduction of up to 10% may be granted if specific building design conditions warrant with approval of the Director of Development Services or his/her designee.



Example: Ground Floor Window Area – Façade

- ix. *Floors above the ground floor level shall have a minimum of 30% and a maximum of 60% of the façade comprised of window area.* A reduction of up to 10% may be granted if specific building design conditions warrant with approval of the Director of Development Services or his/her designee.
- x. *The base color for the primary façade shall be muted colors that would commonly occur in natural stone or clay fired brick.* Trim accents can be either a contrasting or harmonizing color, as long as the colors do not contrast so strongly that they do not



read as a part of the overall façade composition. The use of bright, high-intensity colors is subject to Director of Development Services or his/her designee approval.

**c. Building Walls**

*i. Materials*

Each exterior wall shall comply with the following materials requirements:

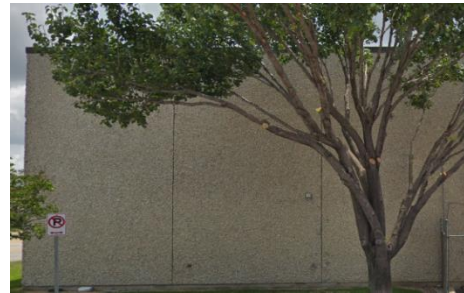
- a) Primary Materials ( $\geq 75\%$ )
  - 1) Clay-Fired Brick
  - 2) Natural Stone
- b) Secondary Materials ( $\leq 25\%$ ) (Above Ground Floor only)
  - 1) Wood-based, high-pressure laminate (e.g. Compact Wood, Trespa, Prodema, or equal)
  - 2) Three-Coat Stucco
- c) Accent Materials ( $\leq 10\%$ )
  - 1) Pre-cast stone
  - 2) Metal Accents
  - 3) Tile
  - 4) Cement Board
  - 5) Other as permitted with approval of the Director of Development Services or his/her designee.

*ii. Techniques and Configurations*

- a) Blank facades are prohibited fronting along a street or public open space in lengths greater than twenty (20) linear feet. Design treatments to eliminate blank facades are subject to Director of Development Services or his/her designee approval based on the ability to enhance the pedestrian and visual environment and can include items such as transparent windows and doors, display windows and/or awnings.



*Example: Blank Façade*



- b) All elevations visible from the public open space or street shall be designed as building façades. Buildings occupying corner lots shall have two facades and each facade should be treated with equal design attention (e.g. parapet walls).
- c) Exterior façade material transitions from base to middle or middle to top should be made in one of two ways:
  - 1) Horizontally, through a shift in vertical plane toward the interior, or
  - 2) Vertically, through a change in building materials or the use of trim along a level line.
- d) In buildings which have more than one material, the “heavier” material should go below the “lighter” material (e.g. a three-coat stucco wall



Example: Corner Lot with Two Façades



Example: “Heavier” Materials below “Lighter” Materials (upper story with a stone or brick base).

#### d. Roofs and Parapets

The majority of existing roofs on the older commercial buildings in Old Town are flat with a parapet, creating a distinct architectural character. Roofs on new buildings in the Old Town area, while not required to be flat, shall have a similar look to the older commercial buildings. Provision for roof-top dining, entertaining, or outdoor gathering spaces is encouraged.

##### i. Materials

- a) Roofs may be constructed of any material that is permitted by applicable building codes.
- b) For flat roofs, “Green Roofs” are encouraged and may be used in lieu of any other roofing material with approval of the Director of Development Services or his/her designee.



Example: Roof-Top Dining and Entertaining

ii. *Techniques and Configurations*

a) Flat roofs

- 1) Cornices must be provided for flat roofs.
- 2) Cornices shall project horizontally a minimum of six (6) inches and maximum of twelve (12) inches beyond the facade of the building for each story up to the maximum height.



*Example: Cornices*

b) Pitched Roofs

- 1) If a pitched roof is provided, the highest point of the ridgeline shall be concealed from surrounding streets or open spaces by a parapet. The parapet shall not exceed six (6) feet in height.



*Example: Ridgeline Concealed Behind Parapet*

c) Eaves

- 1) If provided, eaves must overhang the principal building a minimum of eighteen (18) inches to a maximum thirty (30) inches for the initial two building stories. For additional building stories, eaves must overhang the principal building a minimum twenty-four (24) inches to maximum forty-two (42) inches.



*Example: Overhanging Eaves*

iii. *Roof Mounted Equipment*

- a) All roof-mounted equipment, including fans, vents, air conditioning units, and cooling towers, shall be screened to eliminate the view of the equipment.
- b) The height of the screening device shall equal the height of the tallest element of roof-mounted equipment.
- c) A parapet or architectural design element on a building shall screen mechanical equipment; however, the parapet or architectural design element shall be limited to maximum six (6) feet in height. Mechanical equipment taller than the parapet or architectural design element shall be screened by an additional screening device to achieve the required screening height.
- d) The outside of the screening device shall be painted or finished in a similar color to the building façade, trim or roof surface.
- e) Roof-mounted equipment and the inside of the screening device shall be painted similar to the color of the roof surface in order to minimize the visibility

of the equipment and screening mechanism from overhead views from adjacent properties.

**e. Windows, Doors, Awnings and Canopies**

Windows lining a building facade establish the scale and rhythm of the streetscape for pedestrians. This scale is controlled by the placement, type and sizes of windows. For commercial buildings, windows allow for goods and customers to be viewed, thus creating interaction between the building and public realm.

*i. Windows*

a) Materials

- 1) Anodized aluminum, wood, clad wood, vinyl or steel frame.
- 2) Ornamental glass (leaded, stained) may be allowed with approval of the Director of Development Services or his/her designee.
- 3) Mirrored glass is prohibited.
- 4) Window screens shall match the window frame material color or shall be dark anodized. Window screens shall be prohibited on ground floor of buildings.
- 5) Exterior solar screens shall not be allowed to cover windows or doors.
- 6) Windows shall not be made opaque by signage or other application treatments. However, movable interior sunscreens or blinds shall be permitted.
- 7) Black glass, opaque glass and other “false window” techniques are prohibited.



*Example: False Window*

- 8) At the ground floor level:
  - (a) Windows shall have a minimum 60% visible light transmittance.
  - (b) Windows having a visible light transmittance less than 60% may be allowed by the Director of Development Services or his/her designee in order for the windows to satisfy building code requirements related to energy efficiency, provided that the windows maximize, to the extent possible, the visible light transmittance desired for commercial uses at the ground floor level for urban streetscape environments to maximize the visibility of the interior activities of the building.

- (c) Operable windows including decorative overhead doors shall be permitted in restaurants and outdoor dining locations.
- b) Techniques and Configurations
  - 1) All Windows
    - (a) The horizontal dimension of window openings shall not exceed the vertical dimension without approval of the Director of Development Services or his/her designee.
    - (b) Horizontal groupings of windows not to exceed five (5) per group, where separated by a mullion, column, or wall section a minimum of seven (7) inches wide.
    - (c) Exterior shutters shall be sized and mounted appropriately for the window opening and will be one half the width of the adjacent window.
    - (d) Windows shall be a minimum of thirty (30) inches from building corners, unless separated by a corner mullion or column twice the width used in the grouping.



*Example: Operable Windows and Overhead Doors*

ii. *Doors*

- a) Materials
  - 1) Wood, clad wood, anodized aluminum, glass and/or steel.
- b) Techniques and Configurations
  - 1) Doorway entries shall be recessed four (4) feet or more behind the façade of the building. Where a four (4) foot setback is not possible due to existing constraints, the doorway shall have a canopy or awning.



*Example: Canopy or Awning over Non-Recessed Door*



*Example: Recessed Door*

- 2) Service, security or garage doors shall not be placed along street frontages or open spaces; however, these entries may be placed along alleys or internal parking areas.

iii. *Awnings and Canopies*

- a) Materials
  - 1) Metal, canvas, or tempered glass
- b) Techniques and Configurations

- 1) Awnings or canopy shall extend a maximum of eight (8) feet from the building facade over the sidewalk for at least 75% of the frontage of the building.
- 2) Minimum eight (8) foot clearance above sidewalks.
- 3) Shall be constructed in such a way as to be durable and consistent with the architectural character of the building.
- 4) When used, shall be located to provide shading for ground floor exterior windows and doors and shall cover the entire width of the window opening or groups of windows.
- 5) Shall be placed in such a manner as to emphasize the architectural features of the building.



*Example: Awnings Highlighting Architectural Features*

## 2. Definitions

For the purposes of this Ordinance, the following words shall have the following definitions ascribed to them. Words not defined in this Ordinance shall be given their common and ordinary meaning.

**Cornice.** An ornamental molding just below the roofline that frames or supports the upper façade and includes any eaves or other overhangs beneath the roof.

**Eaves.** The edges of a roof that project outward from the main structure of a building and overhang the wall.

**Façade.** The exterior walls of a structure that are visible to an observer from the outside, especially at the ground level.

**Ground Floor.** That portion of a building from the street-level finish floor elevation and extended twelve and one-half feet above the street-level finish floor elevation.

**Green Roof.** A building roof that is partially or entirely covered by greenery or vegetation, requiring the use of a growing medium in-between the structure and the plants above and providing insulation, shade, and aesthetic improvements for the structure's inhabitants.

**Ridgeline.** The peak of a roof where two or more sloped surfaces meet to form the top of the building or structure.

**Solar Screen.** A special window screen mesh, often opaque, that is specially designed for sun control.

**Three-Coat Stucco.** The traditional application of plaster or a plaster-like material, often composed of Portland cement, sand, and lime, in three coats to cure and strengthen the exterior of a building or structure.

**Tri-Partite Architecture.** The aesthetic division of a structure into three distinct parts, such as the base, shaft, and capital of a Classical column.

**Visible Light Transmittance.** The amount of light that is transmitted, and thus visible, through a window.

**Window Screen.** A screen, usually of wire mesh, designed to fit into a window frame and keep out insects when the window is open.