



*Prosper is a place where everyone matters.*

**Agenda**  
**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, September 22, 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. Presentation of a Proclamation to members of the Prosper Police and Fire Departments declaring October 6, 2020, as National Night Out. **(ML)**
2. Presentation of a Proclamation to members of Prosper Fire Rescue declaring October 2020 as Fire Prevention Month. **(RB)**

### **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.

3. Consider and act upon the minutes from the September 8, 2020, Town Council Meeting. **(ML)**
4. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Frontier Park/Lakes of Prosper Drainage Channel project. **(HW)**
5. 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:**

6. Conduct a Public Hearing and consider and act upon a request to rezone 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)**
7. Conduct a Public Hearing and consider and act upon an ordinance for a Specific Use Permit for a Wireless Communication and Support Structure at the Town Public Works Facility, on 0.1± acres, located on the west side of the BNSF Railroad, at the terminus of Fifth Street. (S19-0001). **(AG)**
8. Consider and act upon authorizing the Town Manager to execute a Tower Site Lease Agreement by and between the Town of Prosper, Texas, and New Cingular Wireless PCS, LLC, for the lease of Town property, generally located at 601 West 5<sup>th</sup> Street which is the Town's Public Works site, for a cell tower. **(CS)**
9. Update on Christmas Festival. **(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 551.071 – Consultation with Town Attorney regarding legal issues associated with Fifth Circuit opinion in Reagan National Advertising v. City of Austin, and all matters incident and related thereto.*

**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.**

10. Discussion on possible elements of Overlay Districts for properties adjacent to the Dallas North Tollway and US 380. **(JW)**
11. Competitive Sealed Proposal Legislation and Legislative Agenda. **(RB)**
12. Strategic Planning Discussion. **(RB)**

**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, September 18, 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, September 8, 2020

**Call to Order/ Roll Call.**

The meeting was called to order at 5:46 p.m.

**Council Members Present:**

Mayor Ray Smith  
 Mayor Pro-Tem Curry Vogelsang, Jr.  
 Deputy Mayor Pro-Tem Jason Dixon  
 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.**

Police Chaplain John Herring led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

**Announcements of recent and upcoming events.**

Residents are invited to "Light Our Town Blue" in support of the Prosper Police Department. The Town of Prosper, Prosper ISD, and local community groups are showing support for our Police Department through the month of September, and ending on October 6 with the grand opening of the new Prosper Police Station and the Town's annual National Night Out celebration. Prosper Town Hall, the Gateway Monument on Preston Road, and the PISD Football Stadium will be

illuminated in blue each night, and we encourage residents to do the same by adding blue light bulbs to your front porch light and/or landscape lighting to show your support.

On September 11, Town Hall, the Gateway Monument, and PISD Stadium will be lit in red white and blue. In October, the Town will continue to honor our public safety personnel by lighting Town Hall and the Gateway Monument in red, in honor of Fire Prevention Month.

The Prosper Fire Department will host its annual 9/11 Remembrance Ceremony at Town Hall on Friday, September 11, at 7:30 a.m. outside Town Hall. Attendees are asked to wear masks and maintain social distance. A blood drive will be held on September 10th and 11th from 7:30am-5:30pm as part of our annual 9/11 Ceremony.

TxDOT will hold a virtual public meeting on Tuesday, September 15, to discuss improvements to FM 1385 from US 380 to FM 455. The meeting will consist of a pre-recorded video presentation and exhibits for review. The public may submit comments via email, voicemail, or an online comment form. More details are available at [www.keepitmovingdallas.com/FM1385](http://www.keepitmovingdallas.com/FM1385).

Collin County has launched the Collin CARES Small Business Grant Program for businesses located within Collin County. Using CARES Act funds, the County will award up to \$25,000 to eligible businesses that have experienced a revenue loss due to the COVID-19 pandemic. Applications may be submitted through September 25th, and awards will be granted on a first-come, first-served basis. More information is available on the Collin County website.

### **Presentations.**

1. **Presentation of a Proclamation to members of the Shawnee Trail Chapter, National Society Daughters of the American Revolution declaring September 17-23, 2020, as Constitution Week. (ML)**

Mayor Smith presented a proclamation to the members of the Shawnee Trail Chapter, National Society Daughters of the American Revolution declaring September 17-23, 2020, as Constitution Week.

2. **Presenting Teamwork Awards to the Police Corporal and Communications Officers. (DK)**

Doug Kowalski, Police Chief, presented teamwork awards to Police Corporal Preston Robinson and Communications Officers Jackie Tyson and Natasha Renes for their outstanding performance and lifesaving actions on August 21, 2020.

### **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.

3. **Consider and act upon the minutes from the August 22, 2020, Town Council meeting. (ML)**
4. **Consider and act upon the minutes from the August 25, 2020, Town Council meeting. (ML)**
5. **Receive the July financial report. (BP)**

6. Consider and act upon adopting the FY 2020-2021 Prosper Economic Development Corporation budget. (RS)
7. Consider and act upon Resolution No. 2020-65 designating The Prosper Press as the official newspaper of the Town of Prosper, and The Dallas Morning News as an alternative advertising source, for Fiscal Year 2020-2021. (ML)
8. Consider and act upon submitting an official ballot for the election of Places 1-4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. (RB)
9. Consider and act upon Resolution No. 2020-66 approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2020 rate review mechanism filing. (BP)
12. Consider and act upon Ordinance No. 2020-68 to rezone 27.4± acres from Planned Development-65 (PD-65) to Planned Development-104 (PD-104), located on the south side of Prairie Drive, east of Legacy Drive. (Z20-0014). (AG)
13. Consider and act to authorize the Town Manager to execute a Development Agreement between Prosper Villages at Legacy, LLC, and the Town of Prosper, Texas, related to the Greens at Legacy development. (AG)
14. Consider and act upon Ordinance No. 2020-69 modifying the development standards of Planned Development-40 (PD-40), for Windsong Ranch, generally to modify the residential development standards, including, but not limited to building material, roofing, window, and building encroachment regulations. (Z20-0015). (AG)
15. Consider and act upon authorizing the Town Manager to execute a First Amended Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development. (AG)
16. Consider and act upon Ordinance No. 2020-70 abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning at a point approximately 600 feet from the southern property line of Good Hope Cemetery and extending southward approximately 1,100 feet. (AG)
17. Consider and act upon Ordinance No. 2020-59 amending the Zoning Ordinance regarding Permitted Uses and Definitions, and Development Requirements, including but not limited to Landscaping, Parking, Screening, and Non-Residential Design and Development Standards. (Z20-0010). (AG)

Councilmember Andres removed Items 10 and 11 from the consent agenda.

Mayor Pro-Tem Vogelsang made a motion and Councilmember Miller seconded the motion to approve Items 3 thru 9 and 12 thru 17 on the consent agenda.

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

- 10. Consider and act upon awarding Bid No. 2020-81-B to Accelerated Critical Path, Inc., related to construction services for the Prosper Trail/DNT Intersection Improvements project; and authorizing the Town Manager to execute a construction agreement for same. (HW)**

Councilmember Andres questioned if the Town had used Accelerated Critical Path, Inc. before and if the reference process was recently conducted. Director Webb confirmed the Town has used this firm for previous Town projects and discussed the reference check process that was conducted.

- 11. Consider and act upon Ordinance No. 2020-67 amending Section 12.09.003 "Speed Limits on Specific Streets" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the prima facie speed limits on certain streets. (HW)**

Councilmember Andres had questions on the speed limit around the high school. Director Webb discussed the speed limit and enforcement of it around the high school.

Councilmember Ray made a motion and Councilmember Andres seconded the motion to approve Items 10 and 11 on the consent agenda.

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

#### **CITIZEN COMMENTS**

There were no citizen comments.

#### **REGULAR AGENDA:**

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

- 18. Conduct a Public Hearing to consider and discuss a proposal to adopt a tax rate of \$0.52 per \$100 valuation. (BP)**

Betty Pamplin, Finance Director, discussed the proposal to adopt the tax rate of \$0.52 per \$100 valuation.

Mayor Smith opened the public hearing.

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

No further action was taken.

- 19. Consider and act upon Ordinance No. 2020-71 adopting the Fiscal Year (FY) 2020-2021 Annual Budget and Capital Improvement Program for the fiscal year beginning October 1, 2020 and ending September 30, 2021. (BP)**

Betty Pamplin, Finance Director, discussed the ordinance adopting the Fiscal Year (FY) 2020-2021 Annual Budget and Capital Improvement Program for the fiscal year beginning October 1, 2020 and ending September 30, 2021. The FY 2020-2021 Proposed Budget raises more in property tax revenues than in the previous year. The Town of Prosper FY 2020-2021 Annual Budget addresses increased service levels to Town residents in response to continued growth. The proposed budget also provides

essential or money-saving capital investments in infrastructure and other public improvements, as well as additional public safety resources.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Miller seconded the motion to approve Ordinance No. 2020-71 adopting the Fiscal Year (FY) 2020-2021 Annual Budget and Capital Improvement Program for the fiscal year beginning October 1, 2020 and ending September 30, 2021, as proposed.

The motion was approved by a record vote of 7-0 as follows:

Councilmember Miller - approved  
 Deputy Mayor Pro-Tem Dixon - approved  
 Mayor Smith - approved  
 Mayor Pro-Tem Vogelsang - approved  
 Councilmember Hodges - approved  
 Councilmember Andres - approved  
 Councilmember Ray - approved

Mayor Pro-Tem Vogelsang made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to ratify the property tax revenue increase as reflected in the fiscal Year 2020-2021 Adopted Budget.

The motion was approved by a record vote of 7-0 as follows:

Councilmember Miller - approved  
 Deputy Mayor Pro-Tem Dixon - approved  
 Mayor Smith - approved  
 Mayor Pro-Tem Vogelsang - approved  
 Councilmember Hodges - approved  
 Councilmember Andres - approved  
 Councilmember Ray - approved

**20. Consider and act upon Ordinance No. 2020-72 adopting the Town of Prosper 2020 Property Tax Rate. (BP)**

Betty Pamplin, Finance Director, discussed the ordinance which would set the 2020 ad valorem tax rate at \$0.52 cents per \$100 assessed valuation.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to approve Ordinance No. 2020-72 adopting the Town of Prosper 2020 Property Tax Rate.

The motion was approved by a record vote of 7-0 as follows:

Councilmember Miller - approved  
 Deputy Mayor Pro-Tem Dixon - approved  
 Mayor Smith - approved  
 Mayor Pro-Tem Vogelsang - approved  
 Councilmember Hodges - approved  
 Councilmember Andres - approved  
 Councilmember Ray - approved



**21. Conduct a Public Hearing to consider and discuss proposed Water and Sewer utility rate structure. (BP)**

Betty Pamplin, Finance Director, discussed the proposed Water and Sewer utility rate structure. According to the Town Charter, Section 10.06 Regulation of Rates, the Town shall call a public hearing for consideration of the change. The enterprise fund for Water and Sewer Utilities is intended to be self-sufficient by charging its consumers the costs of its services. The only change staff is recommending to the current rates is to increase the water and sewer rates to out-of-town customers from the same rate as in-town customers to a rate equal to 1.5 times the rate charged to in-town customers. Staff presented these recommendations at the August 11, 2020 and August 25, 2020 Town Council meetings.

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

No further action was taken.

**22. Consider and act upon Ordinance No. 2020-73 amending Appendix A, “Fee Schedule,” to the Town’s Code of Ordinances by repealing existing Section IX, “Water and Sewer Rates,” and replacing it with a new section IX, “Water and Sewer Rates”; and repealing existing Section XI, “Rates for Collection of Solid Waste and Recyclables,” and replacing it with a new section XI, “Rates for Collection of Solid Waste and Recyclables; and adding a new section XXII “Emergency Medical Services (EMS) Rates.” (BP)**

Betty Pamplin, Finance Director, discussed the recommended amendments to Appendix A, “Fee Schedule,” of the Town’s Code of Ordinances regarding Section IX, “Water and Sewer Rates”, Section XI, “Rates for Collection of Solid Waste and Recyclables”, and section XXII “Emergency Medical Services (EMS) Rates.”

After discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion to approve upon Ordinance No. 2020-73 amending Appendix A, “Fee Schedule,” to the Town’s Code of Ordinances by repealing existing Section IX, “Water and Sewer Rates,” and replacing it with a new section IX, “Water and Sewer Rates”; and repealing existing Section XI, “Rates for Collection of Solid Waste and Recyclables,” and replacing it with a new section XI, “Rates for Collection of Solid Waste and Recyclables; and adding a new section XXII “Emergency Medical Services (EMS) Rates.”

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

**23. Consider and act upon an amendment to the Wastewater Master Plan. (DH)**

Dan Heischman, Assistant Director of Engineering Services – Development, provided information regarding the amendment. During pre-development meetings with the Windsong Ranch engineering design team, it was discovered that an area that Windsong Ranch is planning to develop east of Doe Branch is shown on the Town’s Wastewater Master Plan to be served by a future wastewater line on the west side of Doe Branch. Upon further analysis, it was determined that providing wastewater services from the west side of Doe Branch to the east side of Doe Branch would be cost prohibitive due to the physical constraints of the existing shallow UTRWD trunk

main, which would need to be crossed, combined with relatively low creek elevations in relation to the UTRWD trunk main. In order to provide wastewater service to the area east of the Doe Branch main channel, it was recommended that a new wastewater line be extended to serve the basin on the east side of Doe Branch.

Council had questions on the logistics of adding the new wastewater line, additionally its connection points and capacity was discussed.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to approve the amendment to the Wastewater Master Plan.

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

**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 review the Town Manager's performance evaluation.***

The Town Council recessed into Executive Session at 6:33 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 8:37 p.m.

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to authorize the Mayor to execute an agreement for Town Manager services pursuant to the terms discussed in Executive Session.

The motion was approved by a vote of 4-0.

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

Robyn Battle, Executive Director of Community Services, asked Council if they would like to hold tailgate parties prior to each PISD home football game for the 2020 season. Council responded that due to COVID-19 they would not be interested in holding tailgate parties for this season.

**Adjourn.**

The meeting was adjourned at 8:40 p.m. on Tuesday, September 8, 2020.

These minutes approved on the 22nd day of September 2020.

**APPROVED:**

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

**ATTEST:**

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

DRAFT



## 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 – September 22, 2020

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Frontier Park/Lakes of Prosper Drainage Channel project.

**Description of Agenda Item:**

In order to better convey the storm water drainage from Frontier Park, the Prosper Independent School District (PISD) Stadium and Natatorium, as well as the Lakes of Prosper development, the existing drainage channel along the western edge of Frontier Park and along Frontier Parkway to the Dallas North Tollway needs to be improved. As part of the design of the Frontier Parkway (DNT – Preston) project, the existing drainage channel along Frontier Parkway will be improved from Frontier Park to the Dallas North Tollway. The improvements include both the lowering and widening of the existing drainage channel for nearly half a mile in length, which will provide the necessary capacity to convey the storm water drainage. Without this significant section of the existing drainage channel being improved, the lowering and widening of the existing drainage channel along the western edge of Frontier Park would not be possible.

Once the improvements are complete to the existing drainage channel along Frontier Parkway from Frontier Park to the Dallas North Tollway, improvements to the existing drainage channel along the western edge of Frontier Park will be able to be constructed. With the construction of Frontier Parkway from the Dallas North Tollway to Preston Road scheduled to begin by the end of 2020, improvements to the existing drainage channel along Frontier Parkway from Frontier Park to the Dallas North Tollway will be one of the first things constructed. Based on the anticipated progress of the Frontier Parkway project, staff recommends proceeding with the design work for the improvements to the existing drainage channel along the western edge of Frontier Park.

The scope of the design work includes the following:

- Preparation of an existing conditions hydrologic and hydraulic model for the storm water runoff to the existing drainage channel along the western edge of Frontier Park.
- Preparation of a hydraulic model for an improved drainage channel.
- Prepare Evaluation Report that will include engineer's opinion of construction cost for the improved drainage channel.
- Preparation of plans and specifications for the improved drainage channel.
- Assist the Town with bidding the project.
- Assist the Town during the construction of the project.

Garver, LLC, successfully completed the design of East-West Collector (Safety Way) and are currently in the final design of Cook Lane, Phase 1 (Public Safety Building – First Street) as well as design of the First Street (DNT – Coleman) project. At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for engineering design.

**Budget Impact:**

The cost of the design for the project is \$100,000, and is budgeted in Account No. 450-5410-98-02-2003-DR.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Professional Service Agreement
2. Location Map
3. Frontier Parkway (DNT – Preston) Proposed Drainage Channel Improvements

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Frontier Park/Lakes of Prosper Drainage Channel project.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Frontier Park/Lakes of Prosper Drainage Channel project.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND  
GARVER, LLC  
FOR THE FRONTIER PARK/LAKES OF PROSPER DRAINAGE CHANNEL PROJECT  
PROJECT (PRJ # 2003-DR)**

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

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **Frontier Park/Lakes of Prosper Drainage Channel Project (PRJ # 2003-DR)**, hereinafter called "Project";

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

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

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

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

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of One-Hundred Thousand Dollars and No Cents (\$100,000.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall

be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

**6. Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant as deliverables under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project; provided however, any and all underlying intellectual property, if any (unless provided by Town), shall remain the property of Consultant such that Consultant may continue to perform its business in the normal course. Upon payment in full, Consultant hereby grants Town an irrevocable, non-exclusive, royalty free license to use the same for the purposes contemplated under this Agreement. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

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

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

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

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

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

Garver, LLC  
 Quinn Spann, Jr., P.E.,  
 Sr. Project Manager  
 3010 Gaylord Parkway, Suite 190  
 Frisco, TX 75034  
[QGSpann@GarverUSA.com](mailto:QGSpann@GarverUSA.com)

Town of Prosper  
 Harlan Jefferson, Town Manager  
 PO Box 307  
 Prosper, TX 75078  
[harlan\\_jefferson@prospertx.gov](mailto:harlan_jefferson@prospertx.gov)

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

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

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

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

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

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



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

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

19. **"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 Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

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

**GARVER, LLC**

**TOWN OF PROSPER, TEXAS**

By:   
Signature

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

Frank McIlwain  
Printed Name

Harlan Jefferson  
Printed Name

Vice President  
Title

Town Manager  
Title

9-9-20  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE FRONTIER PARK/LAKES OF PROSPER DRAINAGE CHANNEL PROJECT  
PRJ # 2003-DR**

**I. PROJECT DESCRIPTION**

The project involves evaluating the existing hydrologic and hydraulic conditions for the channel west of Frontier Park and north of the Lakes of Prosper Subdivision. Prepare a report describing the results of the evaluation with recommendations to improve the channel west of the Frontier Park/Lakes of Prosper Drainage Channel to improve function of the existing drainage facilities. Prepare plans and specifications for improvements on the Frontier Park/Lakes of Prosper Drainage Channel as directed by the Town of Prosper, based on the report and recommendations.

**II. TASK SUMMARY**

**Task 1-a – Existing conditions Hydrologic & Hydraulic Models.**

- A. Prepare an existing conditions hydrologic model for storm water runoff to the Frontier Park/Lakes of Prosper drainage channel. Offsite drainage hydrology shall be based on the hydrologic model developed for the Frontier Parkway Improvements project using HEC-HMS software. The hydrologic models will be used to generate flows for 2-year, 10-year, 50-year and 100-year frequency events. Prepare a drainage area map and an exhibit illustrating the results of the existing conditions hydrologic model.
- B. Prepare a hydraulic model for the existing Frontier Park/Lakes of Prosper drainage channel west. The downstream limit of the hydraulic model will be the upstream end of the curve in the channel south of Frontier Parkway and the upstream limit will be approximately 50 feet north of the existing detention/retention pond for the Lakes of Prosper subdivision.
- C. The existing conditions hydraulic model will be based on field survey information supplemented by LIDAR contours if necessary and will be prepared using HEC-RAS software. The hydraulic model will include flows generated by the hydrologic models for 2-year, 10-year, 50-year and 100-year frequency events. Printouts of input/output reports and Standard Table 1 for each frequency and a map showing approximate existing 100-year floodplain limits for the studied reach will be provided.

**Task 1-b – Proposed Improvements Initial Hydraulic Models.**

- A. Prepare a hydraulic model for an improved channel section to increase the channel capacity as close as practical to the 100-year frequency flow without exceeding the width of the existing 60-foot drainage easement.
- B. The model will be based on a standard trapezoidal section with a 4:1 side slope and a bottom width selected to contain the section within the 60-foot drainage easement and avoid improvements on the Metten Real Estate LP tract.
- C. The model will include flows from the hydrologic models for 2-year, 10-year, 50-year and 100-year frequency events. Printouts of input/output reports and Standard Table 1 for each

frequency and a floodplain map showing cross-section locations and the approximate proposed 100-year floodplain limits for the studied reach will also be provided.

- D. The initial proposed improvements model will not include revisions to the existing pedestrian bridge structure but will include a transition from the proposed channel to the existing pedestrian bridge within 50 feet each side of the existing pedestrian bridge structure.

Task 1-c – Proposed Channel Improvements Evaluation Report.

- A. Prepare a report summarizing the existing conditions hydrologic and hydraulic modeling and the proposed improvements hydrologic and hydraulic modeling. The report will include the engineer's opinion of construction cost for the proposed improvements to the drainage channel west of the Frontier Park site.
- B. The report will include tables comparing existing conditions 100-year water surface elevations and velocities to the proposed 100-year water surface elevations and velocities for each of the two models.
- C. This scope excludes Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) submittals.
- D. Meet with Town Staff to discuss the Evaluation Report and select the channel improvements option.

Task 1-d – Review Models and Channel Improvement Evaluation Report.

- A. Review all model data and Channel Improvement Evaluation Report summarizing the existing conditions hydrologic and hydraulic modeling and the proposed improvements hydrologic and hydraulic modeling.

Task 2 – Preliminary Design Plans

Prepare plans and specifications for proposed improvements for the Frontier Park/Lakes of Prosper Drainage Channel based on the report listed in previous tasks. Proposed improvements do not include revising the existing pedestrian bridge structure but may include channel revisions 50 feet upstream and downstream of pedestrian bridge.

- A. PRELIMINARY DESIGN (65%)
  1. Site Visit to verify and confirm topographic features.
  2. Plot existing topographic features on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=5' vertical).
  3. Cover sheet and general notes
  4. Provide typical channel sections.
  5. Provide horizontal and vertical control within project design area.
  6. Prepare Removal Plans
  7. Drainage Area Map for the drainage channel
  8. Proposed Drainage channel plan, profile, and grading
  9. Proposed Drainage channel details
  10. Cross Sections @ 50' maximum intervals
  11. Submit two sets of preliminary construction plans (11" x 17") and one PDF at 65% for Town staff review and comments. Also provide OPCC with 65% submittal.
  12. Conduct Quality Assurance Review of design.
  13. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
  14. Maintain contact with the Town personnel during the project design. Maintain contact with the Town personnel during the project design.

- B. PRELIMINARY DESIGN (90%)
1. Address 65% review comments
  2. Provide a contour grading plan for transitions at existing Ped bridge area
  3. Add Quantity sheet
  4. Erosion Control Plan (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the Contractor and reviewed by the Town.)
  5. City Standard Details and TxDOT Details
  6. Conduct Quality Assurance Review of design
  7. Prepare opinion of probable cost.
  8. Submit two sets of preliminary construction plans (11" x 17") and PDF at 90% for Town staff review and comments.
- C. FINAL DESIGN (100%)
1. Address 90% review comments
  2. Finalize the opinion of probable cost.
  3. Provide signed and sealed plans and items for the bid book. Items include excel files of bid items quantities along with any project specific detail/specifications. The Town will generate the Bid Book.
  4. Submit two sets of final plans (11" x 17") and PDF along with OPCC.

#### Task 3 - Topographic Survey.

- A. Perform field surveys to obtain existing topography and ground elevations from 200 feet south of Frontier Parkway centerline to north property line of the Lakes of Preston – Phase 2C Addition. Cross sections will be obtained on a 50-foot interval throughout the reach described above (Approximately 1, 950 feet). Cross Sections shall be approximately 250 feet wide. Set temporary benchmarks (TBMs)
- B. Surveyor will make a reasonable effort to request Texas811 (call three days in advance of surveying) to completely mark underground utilities within the new topographic survey limits. Garver does not accept responsibility for unresponsiveness by Texas811 or locating utilities not marked by Texas811.
- C. Surveyor will provide property lines and easement lines from the Frontier Parkway Improvements project.

#### Task 4 - Geotechnical Services.

1. For the channel slope design, we will provide two borings sampled contiguously to a depth of 30 feet below existing grade. Borings will be located next to the existing channel area within the City's Frontier Park.
2. The borings will be drilled and tested according to TxDOT requirements for global stability as well as compaction requirements and suitable material.
3. Representative soil samples will be obtained by means of the split-barrel samplers in accordance with ASTM specifications D-1587 and D-1586, respectively.
4. Groundwater levels will be measured during drilling and at the completion of each boring.
5. Drilling equipment will be by truck-mounted drill rig with continuous flight augers.
6. Geotechnical consultant will contact Texas811, the local "one call" service and Town of Prosper to confirm that the boring locations are not likely to be in conflict with underground public utilities. We will not be responsible for utility repairs where utilities were not correctly marked by public or private agencies.
7. Upon completion of subsurface exploration drilling, each excavation will be backfilled with the excavated soil and the pavement patched, **we will not provide site restoration beyond this.** Some disturbance

to off-pavement/gravel covered surface areas may occur. Attempts to minimize such disturbance will be made.

8. Geotech consultant will obtain permits from Town of Prosper to drill borings in the park.
9. Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of the soil. The laboratory testing may include moisture content, Atterberg limits, gradation, unconfined compression tests, soluble sulfate and CUPP Triaxial tests.
10. The results of the field and laboratory data will be evaluated to develop geotechnical recommendations and prepare an engineering report. The report will include the following items:
  - a. Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
  - b. A review of the published soil and geologic conditions and their relevance to your planned roadway construction.
  - c. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
  - d. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers, and the results of the laboratory tests will be noted on the final boring logs or included on a separate test report sheet.
  - e. Global Slope stability analyses for two section of the proposed channel. The global stability will be performed using the design soil parameters from soil borings. The cross section of the channel shall be provided by for our analysis.

#### Task 5 – Proposed Channel Improvements Environmental Evaluation Report

- A. Perform a preliminary USACE jurisdictional boundary determination for the entire Project including and creek improvement areas. A report of the site visit will be prepared.
- B. No permitting services or mitigation plans are included in this scope.

#### Task 6 – Bid Phase Services

- A. Provide Plans & Specifications to City for Bidding (PDF & 2 Paper Copies 11x17)
- B. Attend Pre-Bid Meeting
- C. Addendums and Inquiries
- D. Prepare conformed Construction Plans & Contract

#### Task 7 – CONSTRUCTION ADMINISTRATION.

- A. Construction Site Visits – 1 visit
- B. Coordination with the Town during construction for design changes (limited to hours in fee)
- C. Meeting with the Town and Contractor (limited to two)

#### Task 8 – RECORD DRAWINGS

- A. Incorporate Contractor's as-built markups
- B. Provide one PDF copy of each sheet of the record drawings, 1 complete PDF copy, and AutoCAD files.

**ADDITIONAL SERVICES NOT INCLUDED IN TASK 1 THROUGH TASK 9 LISTED ABOVE:**

- A. Review of Contractor Submittals (City staff will review/approve all submittals from the Contractor)
- B. Water line design or water line lowering
- C. Sanitary sewer design
- D. Construction Phasing plans
- E. ROW documents
- F. Bridge/Culvert design
- G. Landscaping/Irrigation Design
- H. TDLR review, filing, and permitting/filing fees
- I. Franchise Utility coordination or conflicts; drawing in proposed new locations into CADD design plans.
- J. Sanitary Sewer Design
- K. Detention Design
- L. Additional survey other than described above for areas that have changed.
- M. Any wetland and stream permitting including any mitigation planning.
- N. Additional survey due to development that occurs after initial topographic survey has been completed.
- O. Design plan changes due to development that occurs after 65% plans have been completed.
- P. Design or standard drawing changes that occurs after 65% plans have been completed.
- Q. Subsurface Utility Engineering (SUE)
- R. Title surveys for each parcel shall be provided by the client if existing easements on unplatted properties must be located
- S. Locating utilities not marked by Texas811 in areas of new survey under this scope.
- T. Drawing in existing franchise utility locations, other than provided in Graham plans or marked by Texas811 for new survey under this scope.
- U. Lateral profiles for storm sewer inlets unless there is a Public or Franchise Utility crossing the storm lateral.
- V. Illumination
- W. Opening Town manholes that are bolted shut
- X. Traffic Signal/Ped pole design or pull box/ wiring relocation.
- Y. Trench excavation safety plan.
- Z. Gabion Design
- AA. Preparing retaining or sound wall details.
- BB. Agency and utility coordination (e.g. BNSF, TxDOT, USACE, etc.).
- CC. On-site meetings or other meetings other than those listed above.
- DD. Site visits by geotechnical consultant other than initial site visit to confirm utility and proposed boring locations.
- EE. Scope excludes Right of Entry for geotechnical work and compensation to the farmer for crop damage as a result of traveling to and from each boring site, as well as, at each boring location. Right of Entry and compensation for crop damage will be provide by the Town.
- FF. Public Meetings
- GG. Deed Research
- HH. Environmental investigation (other than list in the written scope above)
- II. Title searches, boundary surveys, or property surveys
- JJ. Services in connection with condemnation hearings
- KK. Environmental impact statements, permits and assessments and categorical exclusions
- LL. Floodplain reclamation plans or application to FEMA for Conditional Letter of Map Revision or Letter of Map Revision

### **III. DELIVERABLES**

Task 1 – Drainage Study	Existing H&H Models-Provide printouts on input/output reports and Standard Table 1; Proposed Improvements Hyd Model-A report summarizing existing conditions hydrologic and hydraulic modeling and the proposed improvements hydrologic and hydraulic modeling; tables comparing existing conditions 100-year water surface elevations and velocities to the proposed 100-year water surface elevations and velocities for each of the two models.
Task 2 – Channel Design	Prepare 4 - 11 x 17 paper set of plans along with a PDF copy Provide an OPCC with all % submittals
Task 3 – Topographic Survey	Provide survey CADD files;
Task 4 – Geotechnical Services	PDF final geotechnical report
Task 5 – Environmental Services	Provide a PDF copy of the Report of the site visit.
Task 6 – Bid Phase Services	Prepare 11x17 PDF set of Plans for Bidding and any other items such as excel files of bid items & quantities along with any project specific detail/specifications. The Town will generate the Bid Book PDF Letter of Recommendation for Construction Contract PDF Conformed Construction Plans & Contract
Task 7 – Construction Administration	Attend one (1) site meeting, modify plans for unforeseen field conditions (up to the NTE budget)
Task 8 - Record Drawings	One (1) PDF copy of each sheet of the record drawings & CAD files

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE FRONTIER PARK/LAKES OF PROSPER DRAINAGE CHANNEL PROJECT  
PRJ # 2003-DR**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed (Received executed contract by 11, 2020)		
Task 1 – Drainage Study	4/2021	\$24,867.00
Task 2 – Channel Design	8/2021	\$38,940.00
Task 3 – Topographic Survey	1/2021	\$13,050.00
Task 4 – Geotechnical Services	6/2021	\$12,529.00
Task 5 – Environmental Services	1/2021	\$1,778.00
Task 6 – Bid Phase Services	10/2021	\$3,747.00
Task 7 – Construction Administration	6/2022	\$2,426.00
Task 8 - Record Drawings	7/2022	\$2,663.00
<b>Total Compensation</b>		<b>\$100,000.00</b>



**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
Task 1 – Drainage Study	\$24,867.00
Task 2 – Channel Design	\$38,940.00
Task 3 – Topographic Survey	\$13,050.00
Task 4 – Geotechnical Services	\$12,529.00
Task 5 – Environmental Services	\$1,778.00
Task 6 – Bid Phase Services	\$3,747.00
Task 8 - Record Drawings	\$2,663.00
<b>Total Basic Services:</b>	<b>\$97,574.00</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
Task 7 – Construction Administration	\$2,426.00
<b>Total Special Services:</b>	<b>\$2,426.00</b>

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

## EXHIBIT C INSURANCE REQUIREMENTS

Service provider 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 borne by the service provider. 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 Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
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.
4. Professional Liability, also known as Errors and Omissions coverage.

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 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
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 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 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. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

### 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. The Town hereby approves Service Provider self-retention in excess of \$10,000.

**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 provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider'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 provider'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 provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

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 provider for the Town.

3. **All Coverages:**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after 30 days written notice to the Town Service Provider will provide thirty (30) days written notice of suspension or non-renewal, and ten (10) days prior written notice of nonpayment.

4. **Professional Liability and / or Errors and Omissions:**

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

**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**

Service Provider shall provide the Town with certificates of insurance indicating the coverages 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

EXHIBIT D  
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, GARVER, LLC  
FOR THE FRONTIER PARK/LAKES OF PROSPER DRAINAGE CHANNEL PROJECT  
PRJ # 2003-DR

THE STATE OF TEXAS                                    §  
   §  
COUNTY OF   COLLIN                                      §

I,   FRANK MCILLWAIN  , a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of \$25,000.00 or more of the fair market value of the business entity.
- Funds received from the business entity exceed 10% of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- Other: \_\_\_\_\_
- None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

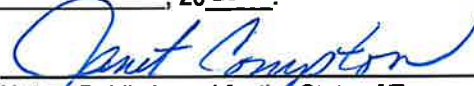
Signed this   9th   day of   September  , 20  20  .

  
\_\_\_\_\_  
Signature of Official / Title   Vice President  

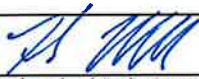
BEFORE ME, the undersigned authority, this day personally appeared   Frank McIllwain   and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this   9th   day of   September  , 20  20  .



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires:   6/26/2021

### EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;"></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p>		<p>9/9/20</p> <p>_____ Date</p>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (M)  
9/4 Item 4.

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> Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201  www.stephensinsurance.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 1-800-643-9691 <b>FAX (A/C, No):</b> 501-377-2317 <b>E-MAIL:</b> <b>ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Charter Oak Fire Insurance Co (AM Best A++XV)</td> <td>25615</td> </tr> <tr> <td><b>INSURER B:</b> Travelers Casualty Ins Co of America (A++XV)</td> <td>19046</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Prop Cas Co of America (A++XV)</td> <td>25674</td> </tr> <tr> <td><b>INSURER D:</b> Starr Surplus Lines Insurance Company (A XV)</td> <td>13604</td> </tr> <tr> <td><b>INSURER E:</b> Underwriters at Lloyd's, London (VI)</td> <td>15642</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Charter Oak Fire Insurance Co (AM Best A++XV)	25615	<b>INSURER B:</b> Travelers Casualty Ins Co of America (A++XV)	19046	<b>INSURER C:</b> Travelers Prop Cas Co of America (A++XV)	25674	<b>INSURER D:</b> Starr Surplus Lines Insurance Company (A XV)	13604	<b>INSURER E:</b> Underwriters at Lloyd's, London (VI)	15642	<b>INSURER F:</b>
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<b>INSURER F:</b>														
<b>INSURED</b> Garver LLC 3010 Gaylord Parkway, Ste 190 Frisco TX 75034														

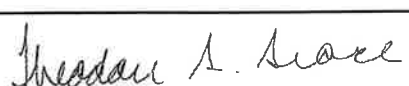
COVERAGES CERTIFICATE NUMBER: 57436616 REVISION NUMBER:

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			630-1G052988	7/1/2020	7/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N866537	7/1/2020	7/1/2021	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 checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP-6J09853A	7/1/2020	7/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<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 <input checked="" type="checkbox"/> N / A			UB-7K425966	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability- Claims Made Including Pollution Liability			1000634123201 Full Prior Acts applies.	7/1/2020	7/1/2021	Each Claim Limit \$2,000,000 Aggregate \$2,000,000
E	Maritime Employer's Liability			PSR083379	7/1/2020	7/1/2021	\$1,000,000 Combined Single Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached  
RE: 20T46007  
Garver Project #20T46007 - Frontier Park/Lakes of Prosper Drainage Channel - 2003-DR

<b>CERTIFICATE HOLDER</b> 20T46007  Town of Prosper Attn: Lindy M. Higginbotham, PE 250 W. First Street Prosper TX 75078	<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  Ted Grace
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 3010 Gaylord Parkway, Ste 190 Frisco TX 75034	
POLICY NUMBER 630-1G052988		EFFECTIVE DATE: 7/1/2020	
CARRIER Charter Oak Fire Insurance Co (AM Best A++XV)	NAIC CODE 25615		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Town of Prosper Attn: Lindy M. Higginbotham, PE

**ADDRESS:** 250 W. First Street Propser TX 75078

Certificate Holder is an Additional Insured on the General Liability per Blanket Endorsement CGD414(04/08) and Primary & Non-contributory basis by Blanket Endorsement CGD037(04/05) if required in written contract. Includes Completed Operations coverage if contract requires it to be included.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474 by if required in written contract.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording if required in written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379 if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353 if required by written contract.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313 if required by written contract. Form WC420304 Texas. Form WC9903J9 Kansas. WC430306 Utah.

If required by written contract, 30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal and Material Change per Blanket Endorsement ILT804 on the General Liability and ILT354(03/98) on the Automobile.

Notice of Cancel / Non-renewal will be sent per Work Comp Blanket Endorsement WC9906R5. Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

\*\*\* (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

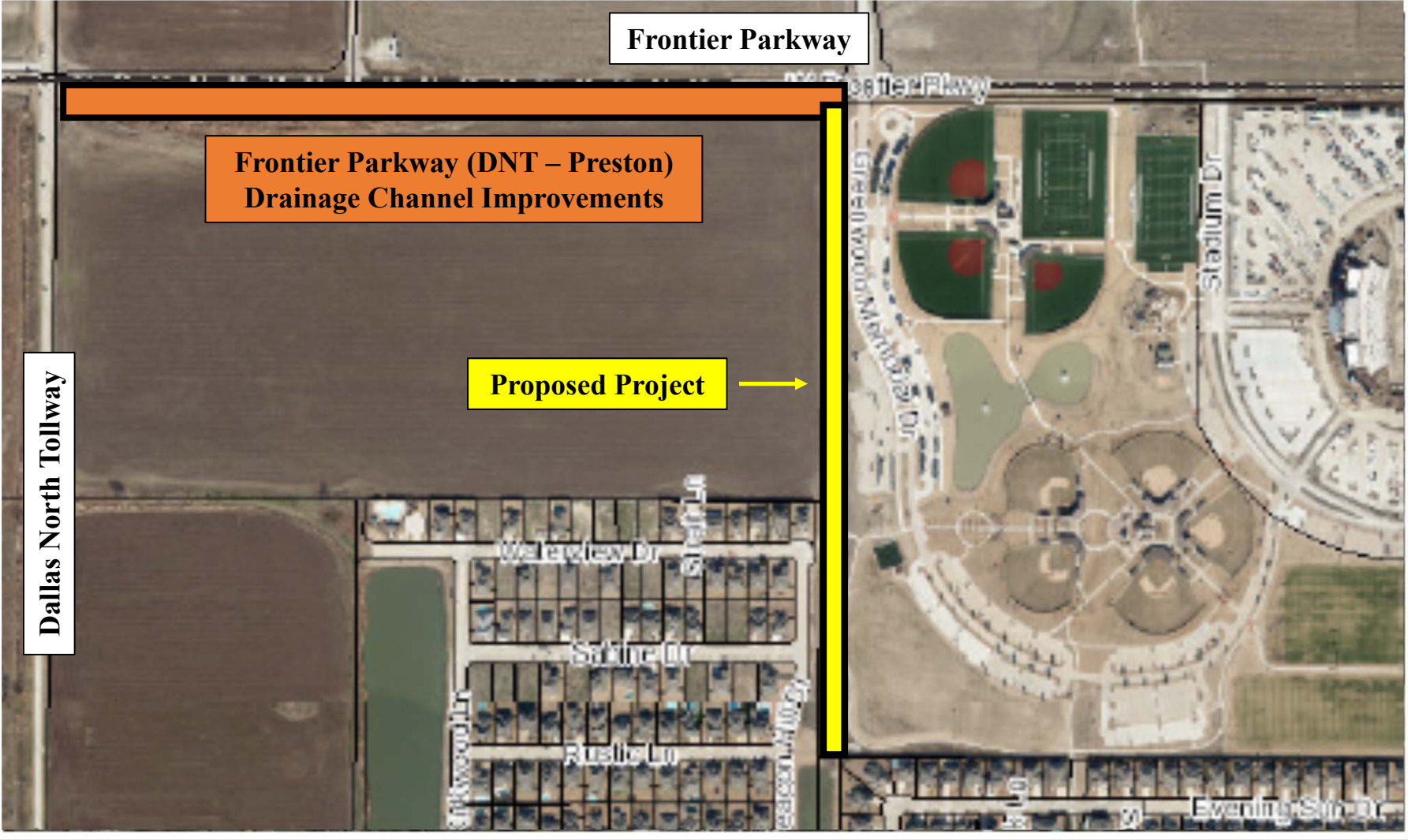
Valuable Papers is provided under policy # 630-1G052988 policy shown above with a limit of \$500,000.

Work within railroad is covered as provided by endorsement CG D3 79 02 19.

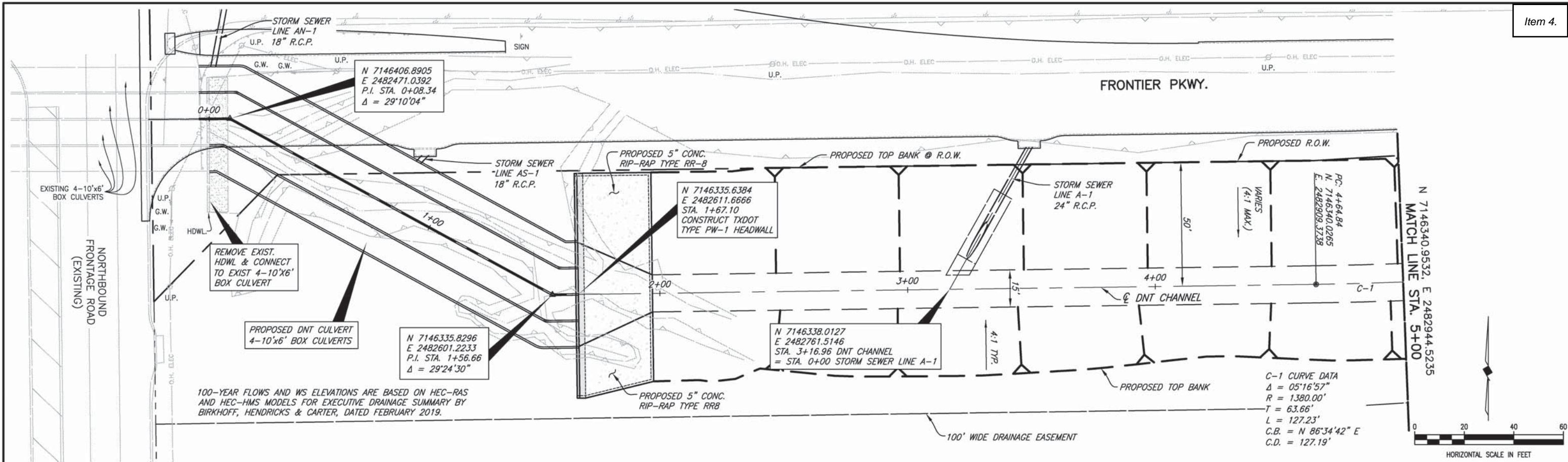
Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

# LOCATION MAP

## FRONTIER PARK/LAKES OF PROSPER DRAINAGE CHANNEL

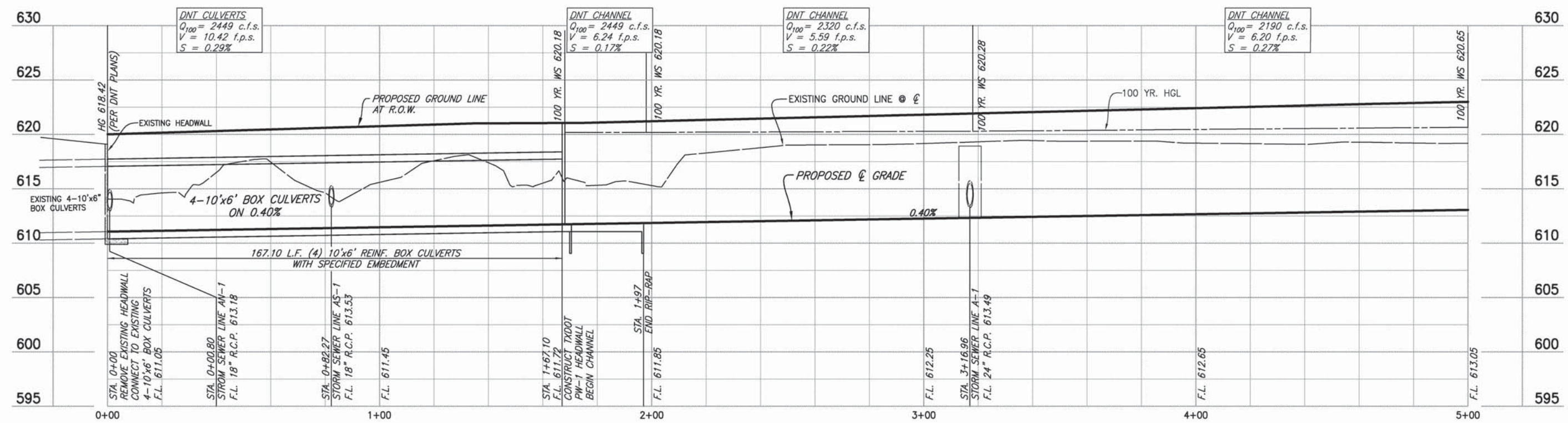
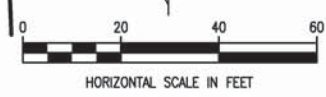






100-YEAR FLOWS AND WS ELEVATIONS ARE BASED ON HEC-RAS AND HEC-HMS MODELS FOR EXECUTIVE DRAINAGE SUMMARY BY BIRKHOFF, HENDRICKS & CARTER, DATED FEBRUARY 2019.

C-1 CURVE DATA  
 $\Delta = 05^{\circ}16'57''$   
 $R = 1380.00'$   
 $T = 63.66'$   
 $L = 127.23'$   
 $C.B. = N 86^{\circ}34'42'' E$   
 $C.D. = 127.19'$



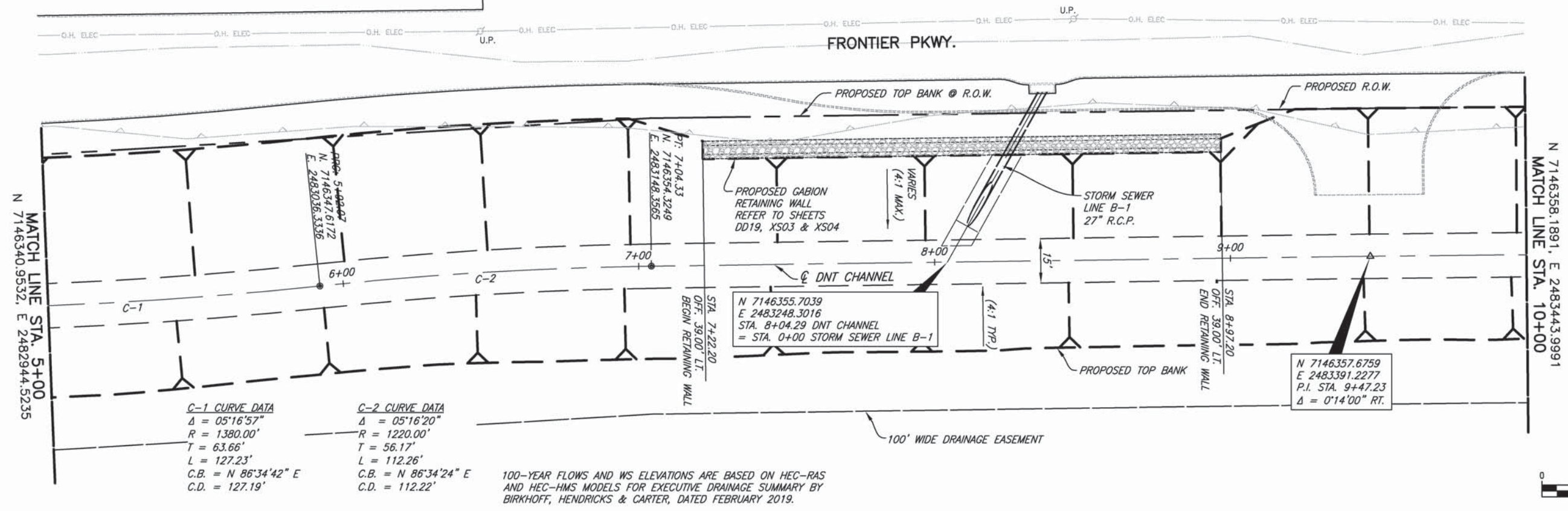
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 PROFESSIONAL ENGINEERS  
 TBPE Firm No. 526; TBPLS Firm No. 10031800  
 11910 Greenville Ave., Suite 600  
 Dallas, Texas 75243 (214) 361-7900

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
 JOE RICHARD CARTER  
 TEXAS P.E. NO. 64008  
 DATE: April 2020

**COLLIN COUNTY, TEXAS**  
**FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS**  
**DNT CHANNEL PLAN-PROFILE**  
**STA. 0+00 TO STA. 5+00**

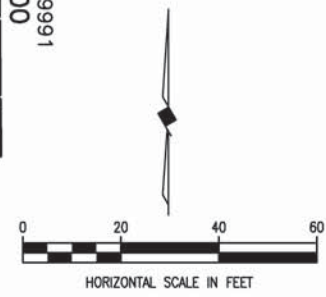
BHC PROJECT NO. 2016-137  
 SHEET NO. April 2020  
**Page 33**



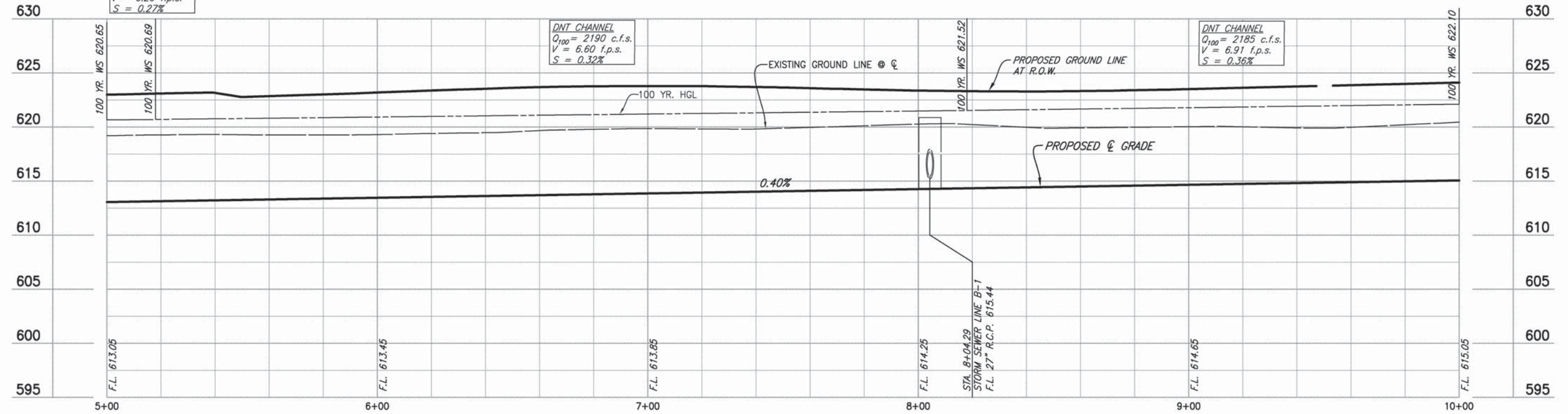
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 $T = 63.66'$   
 $L = 127.23'$   
 $C.B. = N 86^{\circ}34'42'' E$   
 $C.D. = 127.19'$

**C-2 CURVE DATA**  
 $\Delta = 05^{\circ}16'20''$   
 $R = 1220.00'$   
 $T = 56.17'$   
 $L = 112.26'$   
 $C.B. = N 86^{\circ}34'24'' E$   
 $C.D. = 112.22'$

100-YEAR FLOWS AND WS ELEVATIONS ARE BASED ON HEC-RAS AND HEC-HMS MODELS FOR EXECUTIVE DRAINAGE SUMMARY BY BIRKHOFF, HENDRICKS & CARTER, DATED FEBRUARY 2019.



**DNT CHANNEL**  
 $Q_{100} = 2190$  c.f.s.  
 $V = 6.20$  f.p.s.  
 $S = 0.27\%$



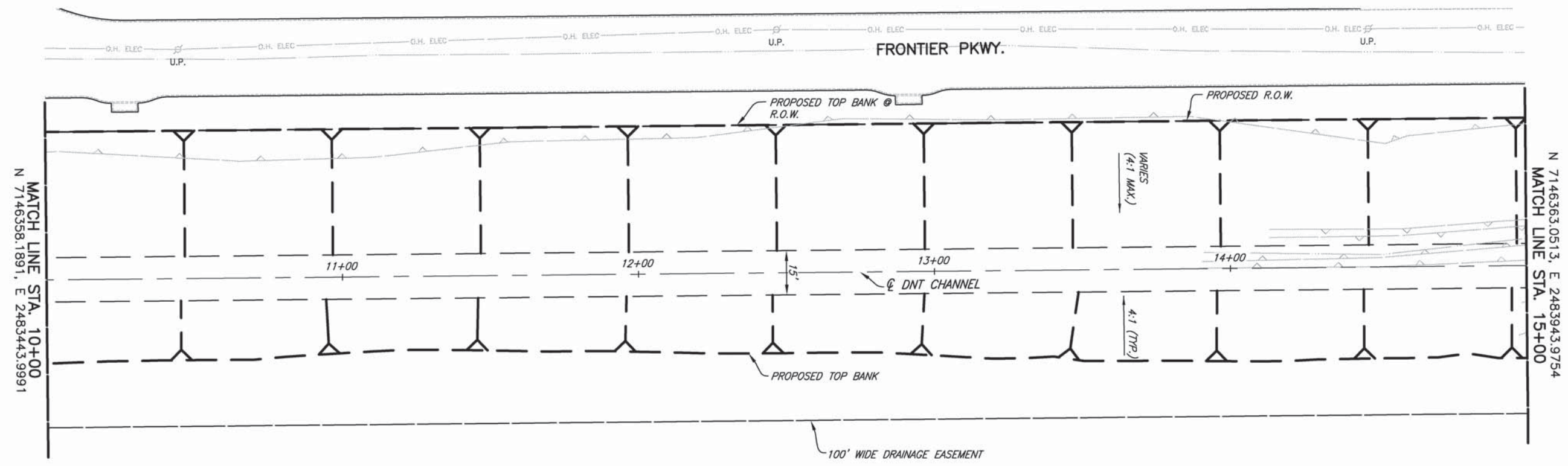
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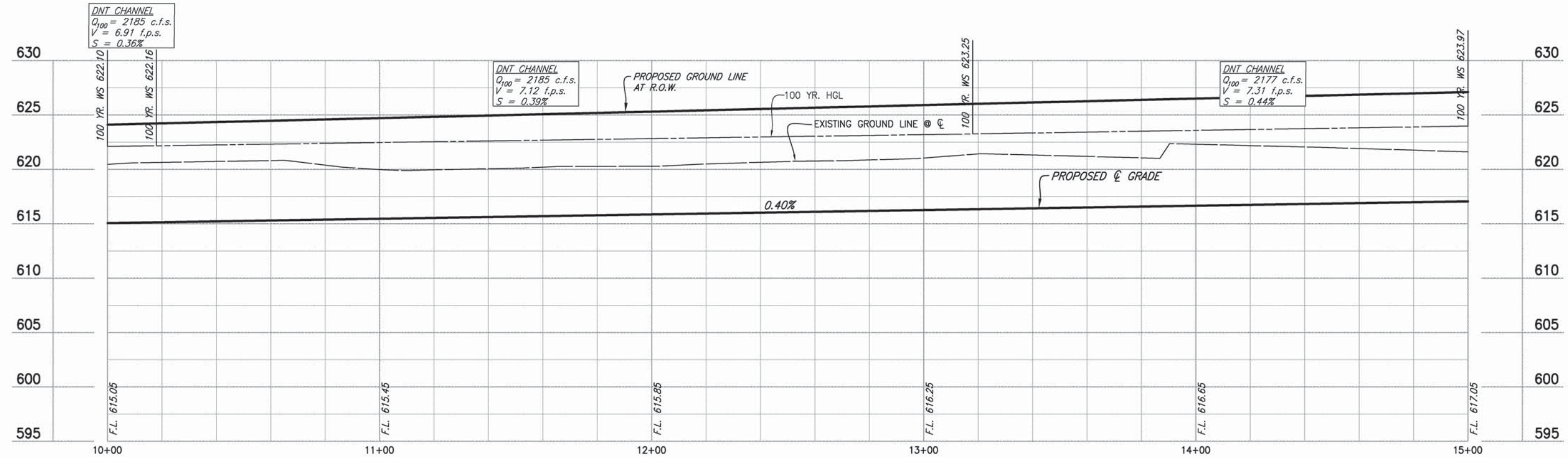
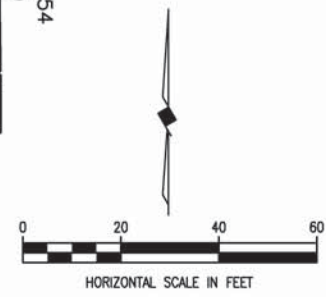
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**COLLIN COUNTY, TEXAS**  
**FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS**  
**DNT CHANNEL PLAN-PROFILE**  
**STA. 5+00 TO STA. 10+00**

BHC PROJECT NO. 2016-137  
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100-YEAR FLOWS AND WS ELEVATIONS ARE BASED ON HEC-RAS AND HEC-HMS MODELS FOR EXECUTIVE DRAINAGE SUMMARY BY BIRKHOFF, HENDRICKS & CARTER, DATED FEBRUARY 2019.



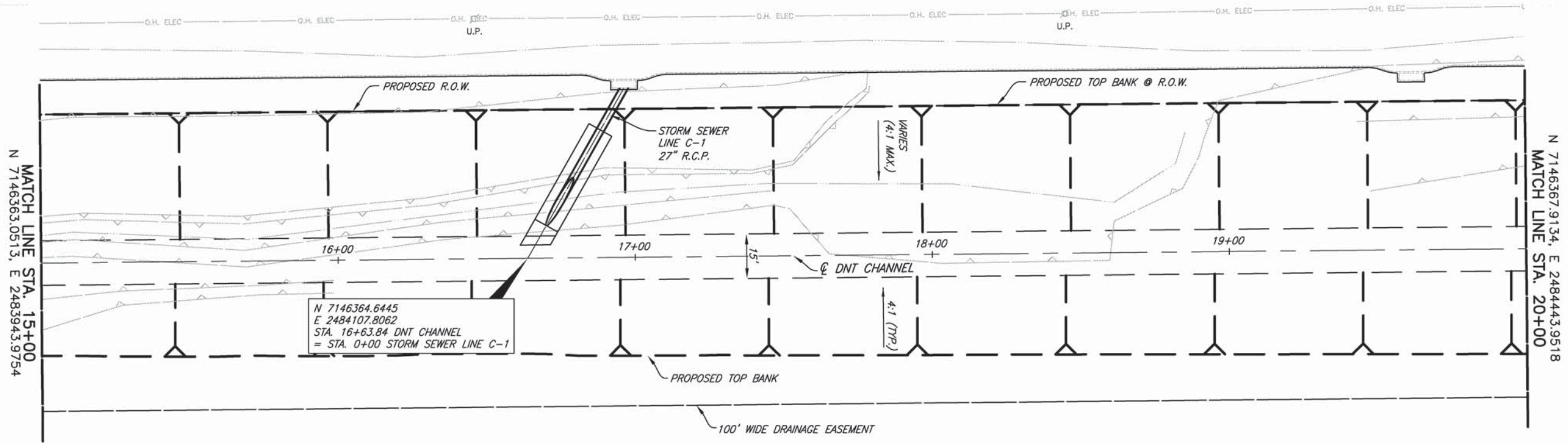
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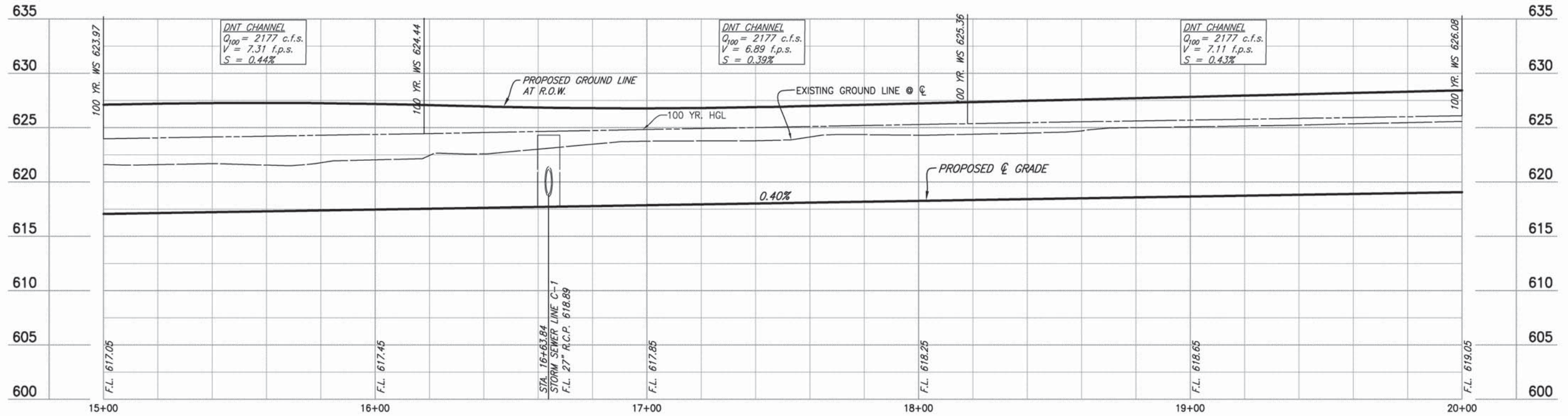
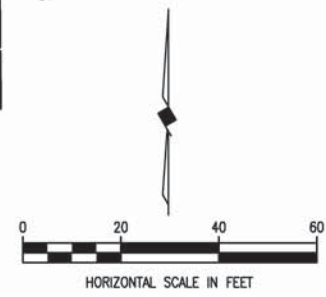
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 FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS  
 DNT CHANNEL PLAN-PROFILE  
 STA. 10+00 TO STA. 15+00

BHC PROJECT NO. 2016-137  
 SHEET NO. April 2020  
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100-YEAR FLOWS AND WS ELEVATIONS ARE BASED ON HEC-RAS AND HEC-HMS MODELS FOR EXECUTIVE DRAINAGE SUMMARY BY BIRKHOFF, HENDRICKS & CARTER, DATED FEBRUARY 2019.



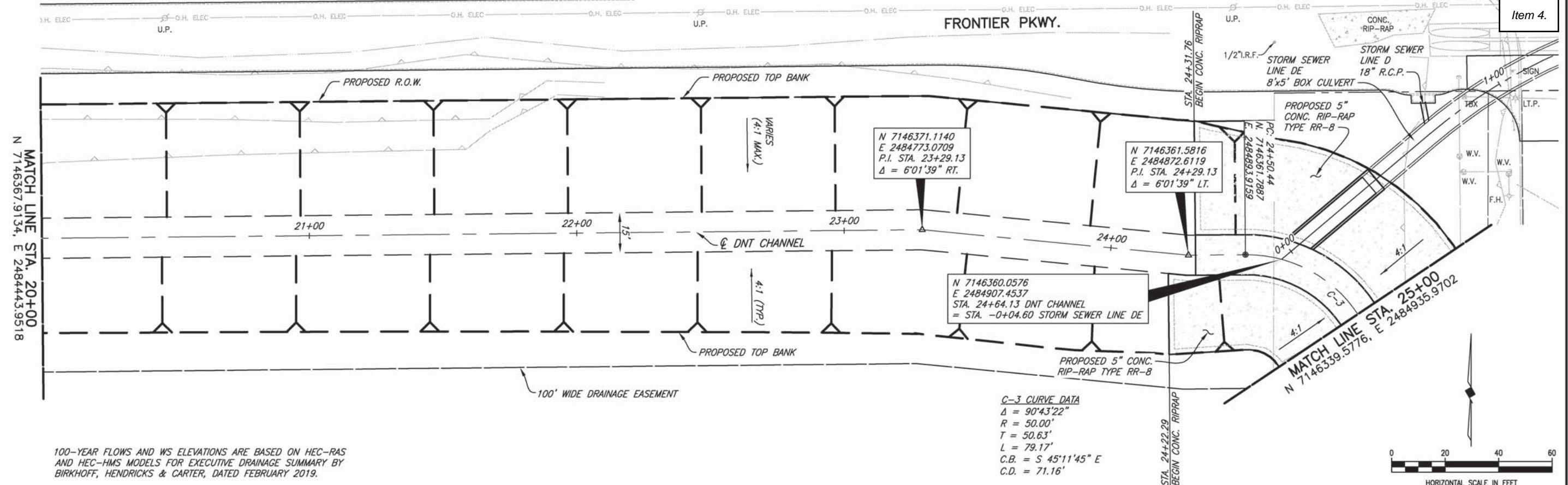
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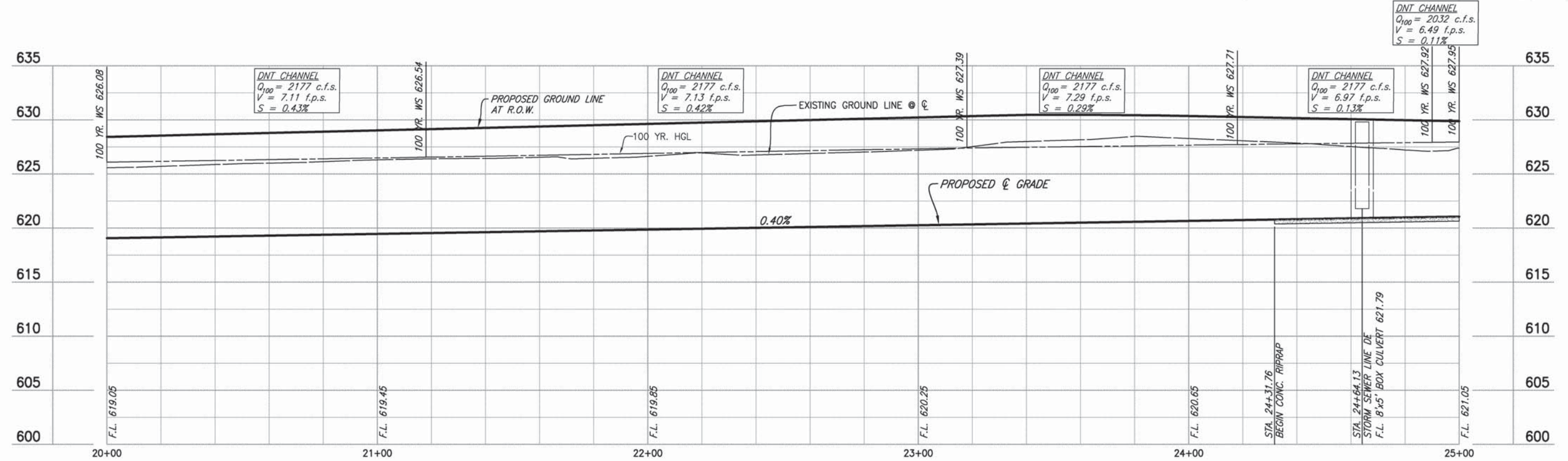
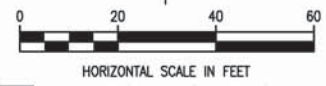
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 DNT CHANNEL PLAN-PROFILE  
 STA. 15+00 TO STA. 20+00

BHC PROJECT NO. 2016-137  
 SHEET NO. April 2020  
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100-YEAR FLOWS AND WS ELEVATIONS ARE BASED ON HEC-RAS AND HEC-HMS MODELS FOR EXECUTIVE DRAINAGE SUMMARY BY BIRKHOFF, HENDRICKS & CARTER, DATED FEBRUARY 2019.

**C-3 CURVE DATA**  
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 $R = 50.00'$   
 $T = 50.63'$   
 $L = 79.17'$   
 $C.B. = S 45^{\circ}11'45'' E$   
 $C.D. = 71.16'$



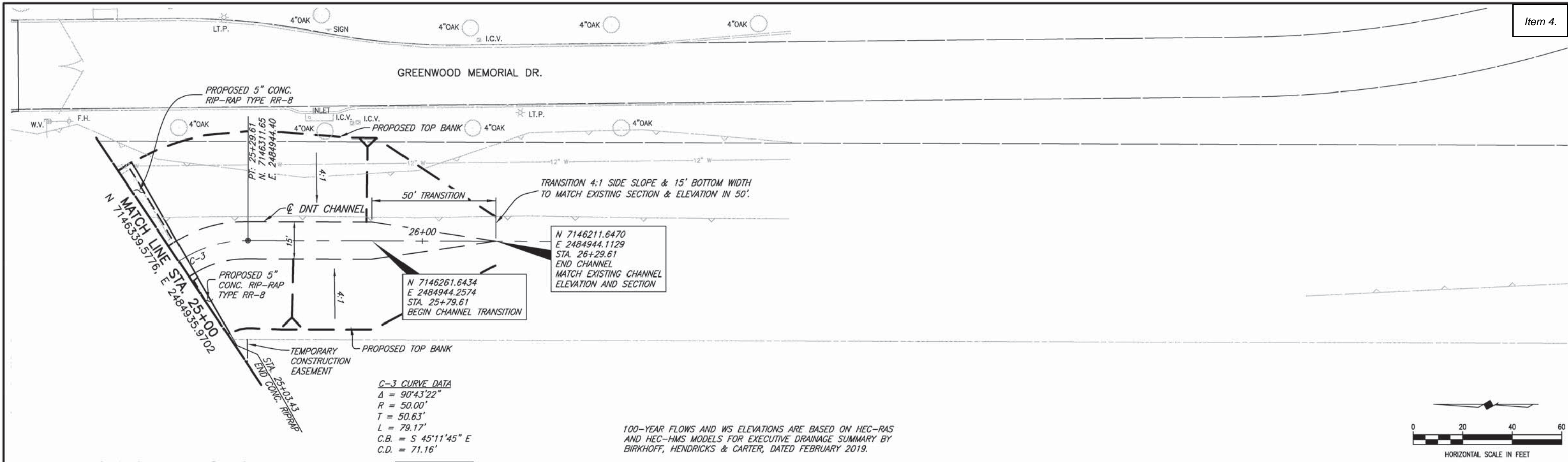
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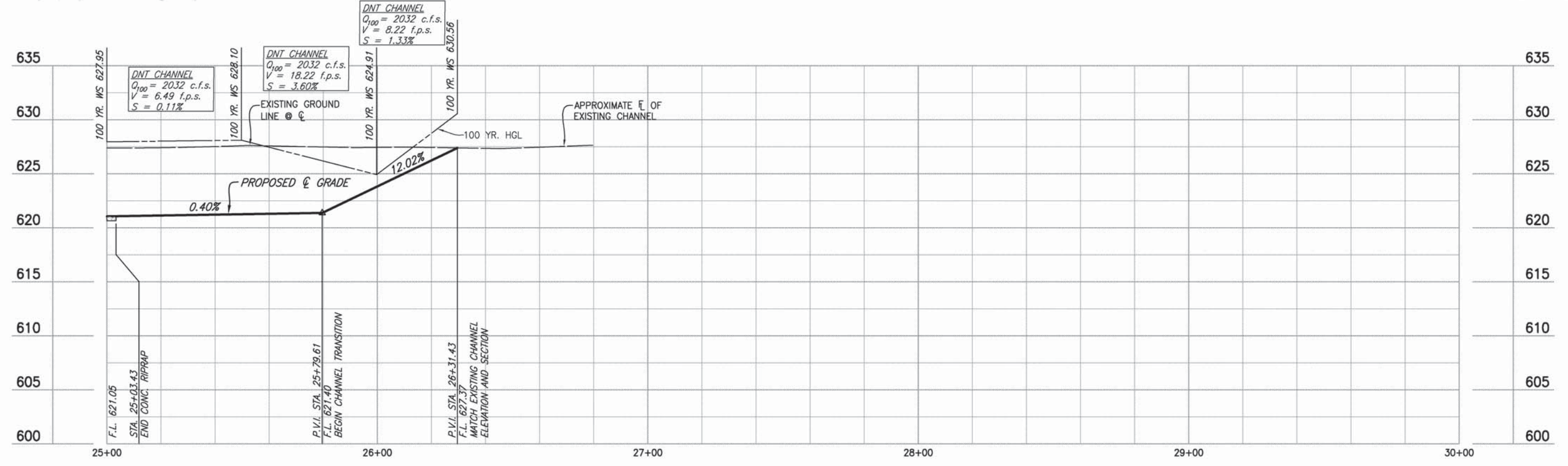
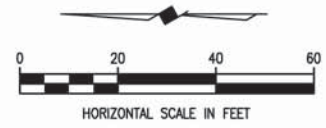
**COLLIN COUNTY, TEXAS**  
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**DNT CHANNEL PLAN-PROFILE**  
**STA. 20+00 TO STA. 25+00**

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 April 2020  
 SHEET NO. Page 37



**C-3 CURVE DATA**  
 $\Delta = 90^\circ 43' 22''$   
 $R = 50.00'$   
 $T = 50.63'$   
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 $C.D. = 71.16'$

100-YEAR FLOWS AND WS ELEVATIONS ARE BASED ON HEC-RAS AND HEC-HMS MODELS FOR EXECUTIVE DRAINAGE SUMMARY BY BIRKHOFF, HENDRICKS & CARTER, DATED FEBRUARY 2019.



<p>These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks &amp; Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks &amp; Carter, L.L.P. original document, the original document will govern in all cases.</p>	<p><b>BIRKHOFF, HENDRICKS &amp; CARTER, L.L.P.</b>          PROFESSIONAL ENGINEERS          TBPE Firm No. 526; TBPLS Firm No. 10031800          11910 Greenville Ave., Suite 600          Dallas, Texas 75243 (214) 361-7900</p>	<p>THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.           JOE RICHARD CARTER          TEXAS P.E. NO. 64008          DATE: April 2020</p>	<p><b>COLLIN COUNTY, TEXAS</b>  <b>FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS</b>   <b>DNT CHANNEL PLAN-PROFILE</b>  <b>STA. 25+00 TO STA. 25+79.61</b></p>	<p>BHC          PROJECT NO.          2016-137           April 2020</p>	<p>SHEET NO.   <b>Page 38</b></p>
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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 – September 22, 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:**

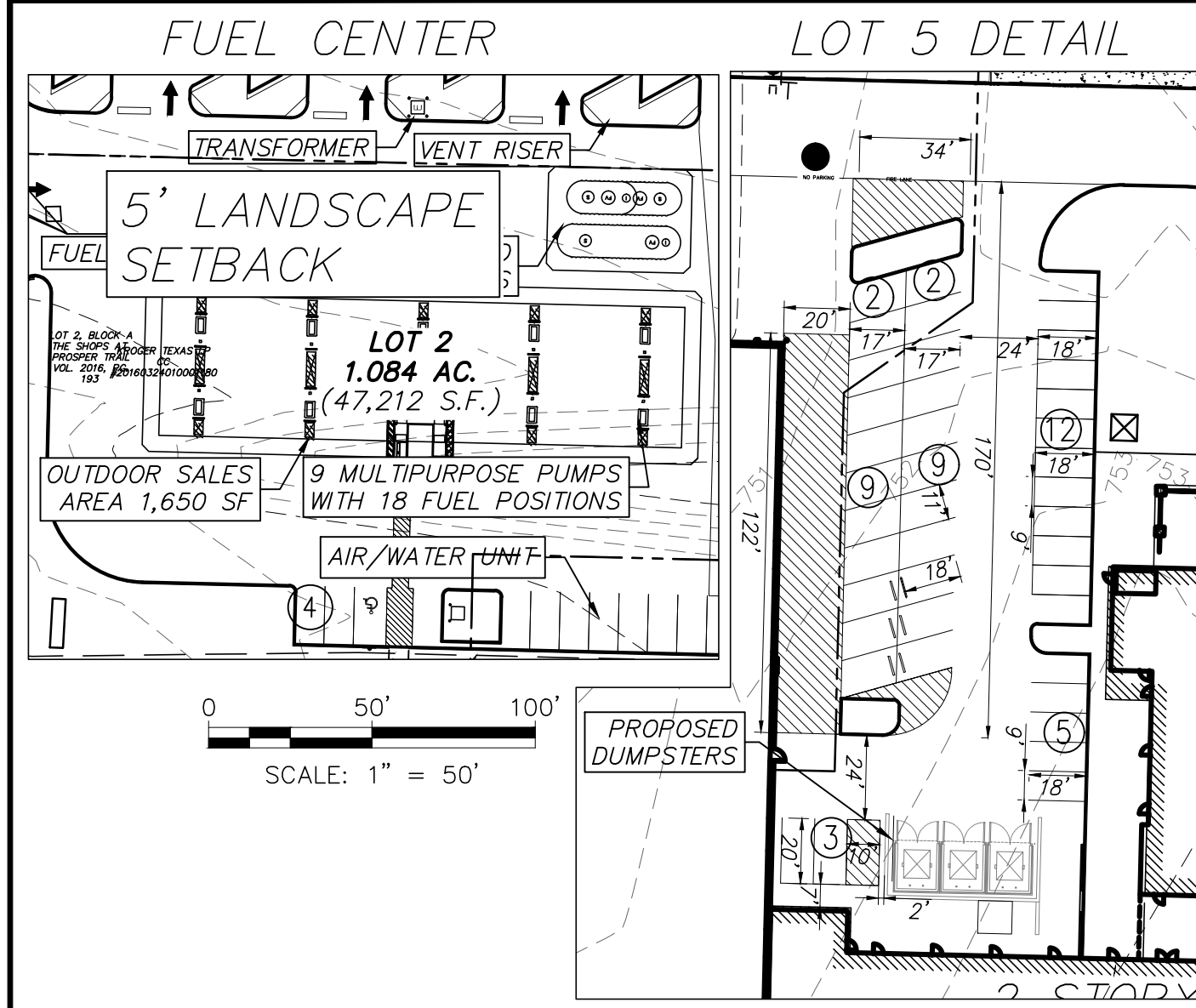
Attached is the Preliminary Site Plan that was acted on by the Planning & Zoning Commission at their September 15, 2020 meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

**Attached Documents:**

1. Preliminary Site Plan for Shops at Prosper Trail

**Town Staff Recommendation:**

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



LOT NUMBER	ZONING	PROPOSED USE	LOT AREA (AC)	BUILDING AREA (SF)	BUILDING HEIGHT (FT)	LOT COVERAGE	FLOOR AREA RATIO	TOTAL PARKING REQUIRED (1,250)	TOTAL PARKING PROVIDED	HC PARKING REQUIRED	HC PARKING PROVIDED	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	OPEN SPACE RATIO REQUIRED	OPEN SPACE RATIO PROVIDED	INTERIOR LANDSCAPING REQUIRED (SF)	INTERIOR LANDSCAPING PROVIDED (SF)	SQUARE FOOTAGE OF IMPERVIOUS SURFACE (SF)
1	PD-RETAIL	GROCERY STORE	12.874	114,788	41'-8"	20.47%	0.21	460	546	11	14	39,255.40	46,642.74	7%	8%	8,190	15,520	482,152
1 W/ EXPANSION	PD-RETAIL	GROCERY STORE	12.874	134,788	41'-8"	20.04%	0.25	540	546	11	14	39,255.40	32,395.03	7%	6%	8,190	15,520	482,152
2	PD-RETAIL	FUEL CENTER	1.084	180	40'-0"	0.38%	0.01	1	9	1	1	3,305.33	3,377.95	7%	7%	135	480	44,439
3	PD-RETAIL	RETAIL/OFFICE	1.329	5,000	40'-0"	8.64%	0.09	20	60	2	2	4,052.39	5,230.56	7%	9%	900	1,440	44,206
4	PD-RETAIL	RETAIL/OFFICE	1.122	4,600	40'-0"	9.41%	0.10	19	19	1	1	3,421.20	3,317.57	7%	7%	285	800	32,389
5	PD-RETAIL	RETAIL/OFFICE	4.097	45,000	40'-0"	25.21%	0.26	144	210	7	7	12,492.57	10,120.17	7%	6%	3,150	4,160	125,832
6	PD-RETAIL	RETAIL/OFFICE	1.078	5,400	40'-0"	11.50%	0.12	22	34	2	2	3,287.04	3,287.04	7%	7%	510	8,549	38,408
7	PD-RETAIL	RETAIL/OFFICE	1.048	6,955	19'-0"	15.24%	0.16	28	28	2	2	3,195.56	3,195.00	7%	7%	615	772	44,879
8	PD-RETAIL	RETAIL/OFFICE	1.432	9,090	40'-0"	14.57%	0.15	28	42	2	2	4,366.45	5,240.00	7%	8%	630	1,120	36,969
9	PD-RETAIL	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-RETAIL	RETAIL/OFFICE	2.081	19,088	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	221,041				897	1074	36	39	87,908.44	128,481.23	7%	10%	16,110	36,361	1,017,885
TOTAL W/ EXPANSION			28.830	241,041				977	1074	36	39	87,908.44	114,233.52	7%	9%	16,110	36,361	1,017,885

\*PARKING COUNT INCLUDES HANDICAPPED PARKING \* SUBJECT TO AN OFFSITE PARKING AGREEMENT

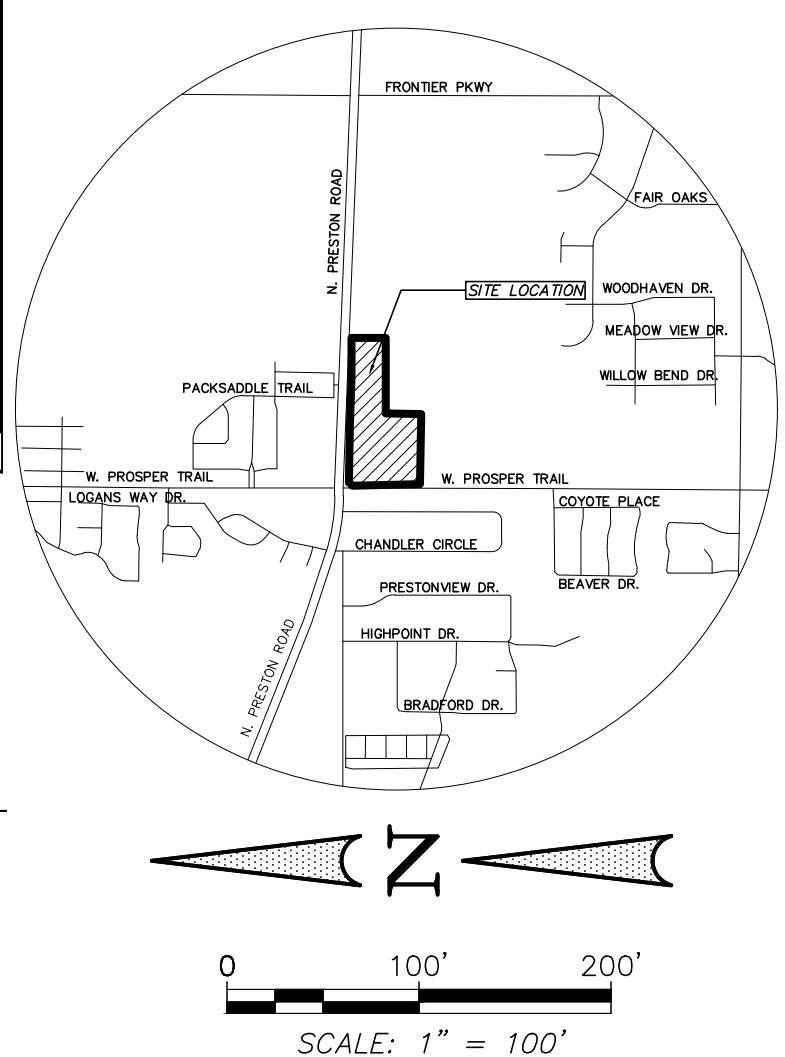
- NOTE:
1. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
  2. NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY.
  3. ALL DRIVEWAYS, TURN LANES, AND MEDIAN OPENINGS SHALL MEET THE TOWN OF PROSPER'S THOROUGHFARE DESIGN STANDARDS AND TxDOT STANDARDS.
  4. ALL FIRE LANES TO MEET TOWN OF PROSPER FIRE LANE STANDARDS.

**PROPOSED FIRE LANE**

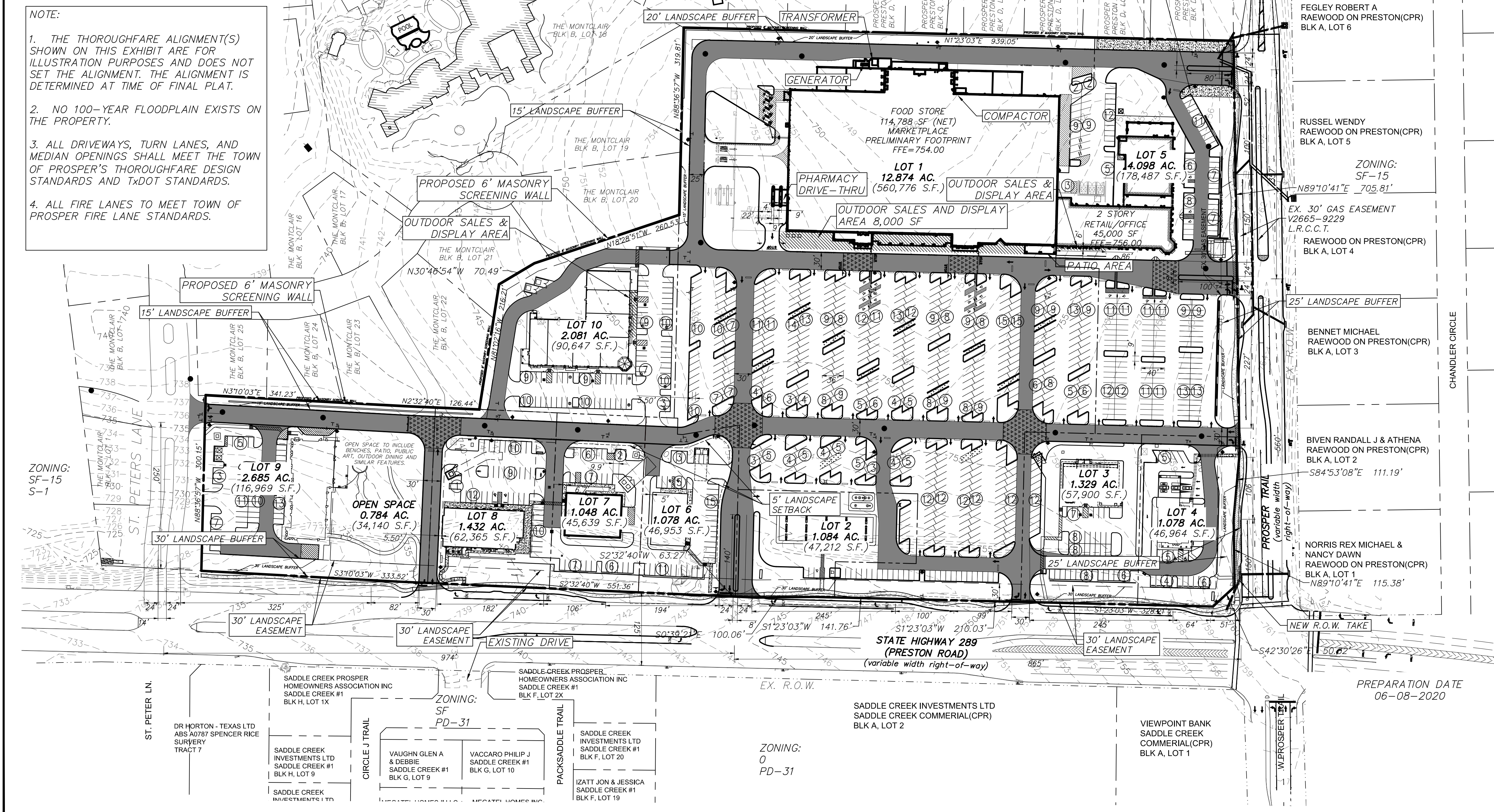
**BASCART LOCATION**

**TRAFFIC CALMING DEVICE TO MATCH FRONT OF FOOD STORE**

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



- TOWN PRELIM 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.



PREPARATION DATE 06-08-2020

CASE NO. D20-0059

PRELIMINARY SITE PLAN  
 MO PROSPER RETAIL LLC  
 4622 MAPLE AVE STE 200  
 DALLAS TX 75219-1073  
 COLLIN COUNTY SCHOOL LAND NO.  
 13 SURVEY, ABSTRACT NO. 172  
 TOWN OF PROSPER  
 COUNTY OF COLLIN

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY SITE PLAN  
 SHOPS AT PROSPER TRAIL  
 PROSPER, TEXAS

Winkelmann & Associates, Inc.

CONSULTING CIVIL ENGINEERS SURVEYORS  
 6730 HILLCREST PLAZA BLDG. SUITE 215  
 FORT WORTH, TEXAS 76116  
 (817) 498-7899  
 (817) 498-7899 FAX  
 LICENSE NO. 26002, 26003, 26004, 26005, 26006, 26007, 26008, 26009, 26010, 26011, 26012, 26013, 26014, 26015, 26016, 26017, 26018, 26019, 26020, 26021, 26022, 26023, 26024, 26025, 26026, 26027, 26028, 26029, 26030, 26031, 26032, 26033, 26034, 26035, 26036, 26037, 26038, 26039, 26040, 26041, 26042, 26043, 26044, 26045, 26046, 26047, 26048, 26049, 26050, 26051, 26052, 26053, 26054, 26055, 26056, 26057, 26058, 26059, 26060, 26061, 26062, 26063, 26064, 26065, 26066, 26067, 26068, 26069, 26070, 26071, 26072, 26073, 26074, 26075, 26076, 26077, 26078, 26079, 26080, 26081, 26082, 26083, 26084, 26085, 26086, 26087, 26088, 26089, 26090, 26091, 26092, 26093, 26094, 26095, 26096, 26097, 26098, 26099, 26100

NO.	DATE	REVISION	APPROV.
6.			
5.			
4.			
3.			
2.			
1.			



**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 – September 22, 2020**

**Agenda Item:**

Conduct a Public Hearing and consider and act upon a request to rezone 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:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Downtown Commercial	Undeveloped	Old Town Commercial
<b>North</b>	Downtown Commercial	Undeveloped (Future Town Regional Detention Pond)	Old Town Commercial
<b>East</b>	Downtown Office and Single Family-15	Single Family Residential and Mobile Home Park	Old Town Office
<b>South</b>	Downtown Commercial and Planned Development-84	Silo Park Food Truck Park, Designer Roofing, and Undeveloped	Old Town Main Street Retail and Old Town Mixed Use
<b>West</b>	Single Family-15	Town Prosper Public Works Facility	Business Park

**Requested Zoning** – The purpose of this request is to rezone 10.0± acres from Downtown Commercial to Planned Development-Multifamily to allow for the development of an urban-style,

surface parked, multifamily complex. The applicant is proposing to construct 300 multifamily units consisting of one (1), two (2), and three (3) bedroom units, as outlined below:

- 151 One-Bedroom Units
- 129 Two-Bedroom Units
- 20 Three-Bedroom Units
- **300 Total Units**

The applicant is proposing four (4) multifamily buildings, with two (2) buildings located at the northwest and northeast corners of Fifth Street and the future extension of McKinley Street and two (2) buildings located on either side of the future extension of McKinley Street. The buildings are four (4) stories in height and are “urban-style” meaning they are built up to the street right-of-way with surface parking located behind the buildings.

Although the urban-style buildings will present the appearance of ground-floor non-residential uses, there will be no commercial businesses or lease spaces located on the first floor of the proposed buildings, other than uses for the multifamily residents, including the leasing offices, workout facility, etc. The ground floor units will have individual patio areas with ornamental metal fences with gates and landscaping, adjacent to the public sidewalks. Outdoor patio furniture, grills, and similar personal items will be limited and regulated by the property management company.

The Multifamily Zoning District will serve as the base zoning district for the Planned Development. However, the Multifamily District was adopted in 2005 with the purpose of providing development standards for lower density garden-style apartments – the common development pattern at that time. As outlined in Exhibit C, the applicant is proposing the following modifications to the Multifamily District standards to accommodate their proposal, as outlined below:

- *Density* – The Zoning Ordinance limits the maximum density in the Multifamily District to 15 units per acre. As shown on Exhibit D, the proposed development consists of a maximum of 300 units, with 153 units located in the buildings on the west side of the McKinley Street, and 147 units located in the buildings on the east side of McKinley Street. The proposed maximum density will be 30 units per acre.
- *Setbacks* – As noted above, urban-style multifamily buildings are located along right-of-way. The Zoning Ordinance currently requires a minimum 150-foot front yard setback for a four-story building in the Multifamily District and requires a minimum 100-foot setback for side and rear yards. As shown on Exhibit D, the applicant is proposing no building setback along McKinley Street and a 15-foot building setback along Fifth Street.

In regard to the building setback along McKinley Street, there is an overhead electrical line extending through the subject property that must be relocated in conjunction with the development. Staff has inquired of the applicant about the alignment and method (above versus below ground) of proposing electric service; however, the applicant is uncertain at this time. Considering utility companies typically locate their facilities either within rights-of-way or in utility easements parallel to right-of-way, staff has concerns about the potential realignment of power service along McKinley Street. With the proposed buildings proposed adjacent to the McKinley Street right-of-way, and adjacent sidewalks and street trees, there would not be adequate space for underground utilities. If a utility company proposes overhead powerlines within the McKinley Street right-of-way, in addition to the negative visual impact, it would create a conflict with Fire Department operation and the use of the aerial ladder truck in accessing the four-story building in an emergency response situation.

- **Building Height** – The Zoning Ordinance limits the height of multifamily buildings to three (3) stories, no greater than 50 feet in height. The proposed buildings will be four (4) stories, and approximately 60 feet in height.
- **Parking** – The Zoning Ordinance currently requires two (2) parking spaces for one (1) and two (2) bedroom units, plus one half (0.5) space for each additional bedroom, which equates to 570 required spaces for this development. As shown on Exhibit C, the applicant is proposing to provide one (1) parking space per bedroom. As shown on Exhibit D, the applicant is proposing to construct a total of 474 parking spaces, including 425 surface spaces and 49 garage spaces. This does not include on-street parking spaces. In researching similar developments, staff believes the parking ratio is appropriate.

Exhibit F illustrates the conceptual building elevations. The building materials will be primarily brick with a small percentage of stone on elevations that front McKinley Street and Fifth Street. The developer is proposing a number of different brick colors to break up the building elevations and to accent certain building elements such as corners and elevated sections. The rear elevations that do not face a street will also be primarily brick but will include lap siding, cement fiber board panels, and corrugated metal panels. The developer has agreed to enter into a development agreement with the Town to comply with the proposed elevations and building materials. Below is a rendering, typical building section, and the proposed material pallet. The complete set of elevations is attached as Exhibit F.

The image shows a 3D architectural rendering of a four-story multifamily building with a mix of brick, stone, and siding. To the right of the rendering is a material palette legend with 11 items, each with a color swatch and descriptive text. Below the 3D rendering is a 2D architectural section drawing of the building, showing the internal structure and floor levels. The material palette legend includes the following items:

- B1 - BRICK  
MANUFACTURE: HENRY BRICK  
COLOR: CEDAR CREEK
- S1 - LIMESTONE VENEER  
MANUFACTURE: EL DORADO STONE  
COLOR: SANDERLING
- P1 - PAINT LAP SIDING  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: BRACING BLUE
- P2 - PAINT FIBER CEMENT PANEL  
MANUFACTURE: SHERWIN WILLIAM  
COLOR: EARL GREY
- P3 - CORRUGATED METAL PANEL  
MANUFACTURE: BRIDGER STEEL  
COLOR: SILVER METALLIC
- R1 - ROOF  
MANUFACTURE: IKO  
COLOR: SLATE COOL
- B2 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: LIGHT GREY
- B3 - BRICK  
MANUFACTURE: GLEN-GERY  
COLOR: STONE GREY
- S2 - STONE  
MANUFACTURE: EL DORADO STONE  
COLOR: SEASHELL

Future Land Use Plan – The Future Land Use Plan recommends as the Old Town District.

Thoroughfare Plan – The property has direct access to McKinley Street, a 60-foot, 2-lane, undivided roadway. The zoning exhibit complies with the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property; however, a hike and bike trail will be required at the time of development.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by State law. To date, Town staff has received three (3) Public Hearing Notice Reply Forms; not in opposition to the request.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Proposed Exhibits A, B, C, D, E, F, and G
3. Public Hearing Notice Reply Forms

**Planning & Zoning Commission Recommendation:**

At their September 1, 2020 meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 7-0, subject to the following:

1. Approval of a Development Agreement by Town Council, which will include right-of-way and easement dedication and masonry and architectural standards consistent with Exhibit G.

**Staff Recommendation:**

Staff recommends approval of the request subject to:

1. Town Council approval of a Development Agreement including right-of-way and easement dedication and masonry and architecture regulations consistent with proposed Exhibit F.

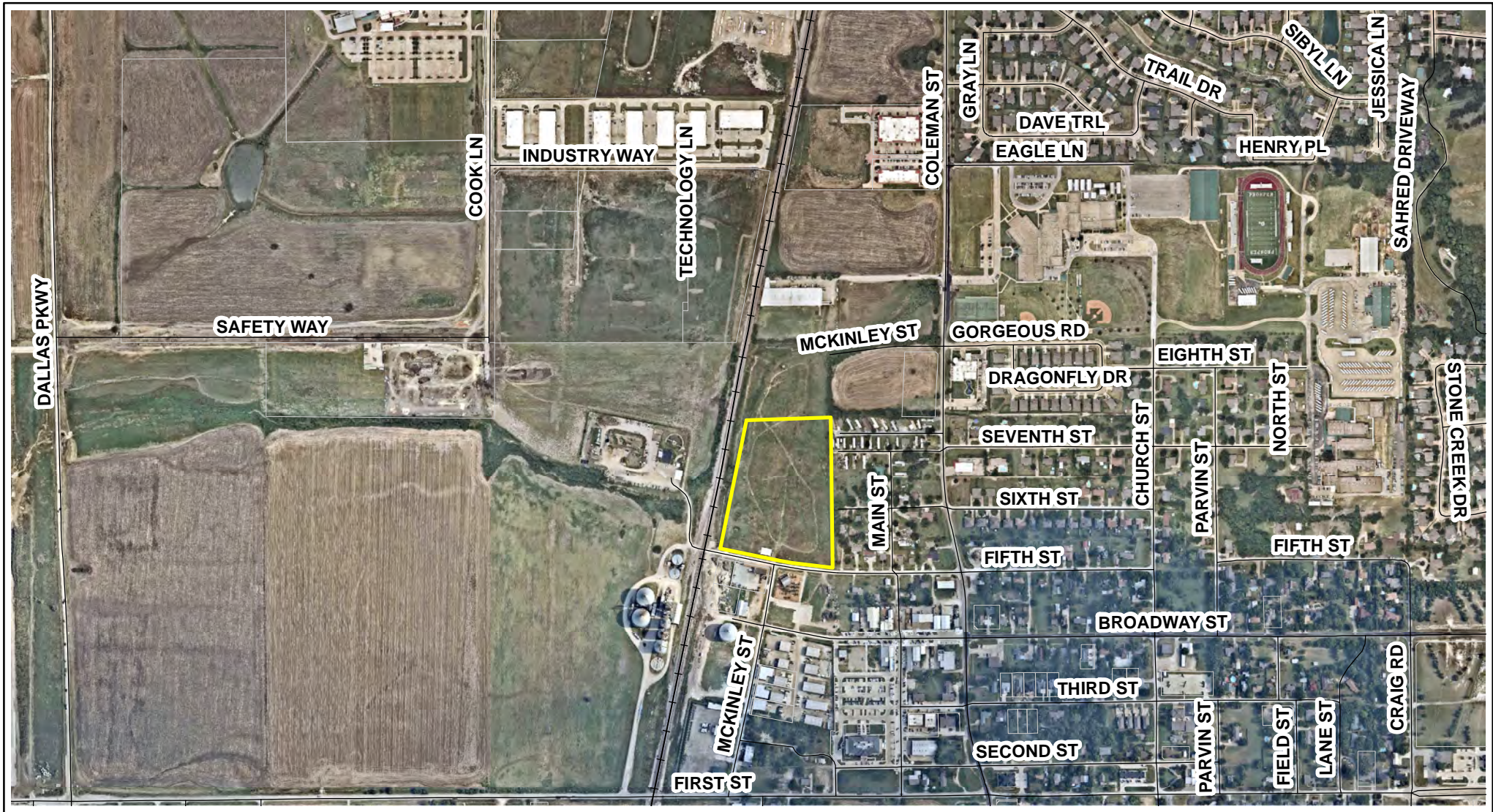
**Proposed Motion:**

I move to approve the request to rezone 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, 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 G.

# Z20-0005 - Downtown Multi-family

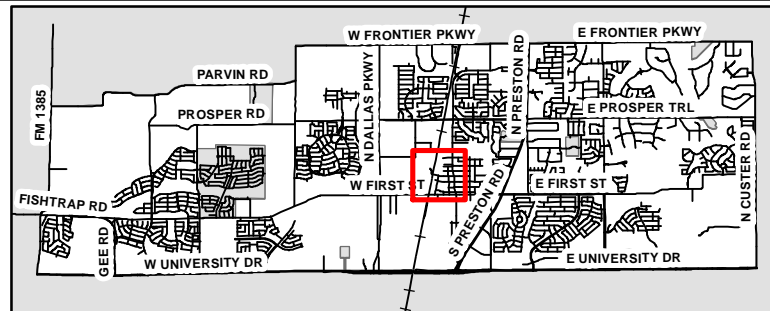
Item 6.



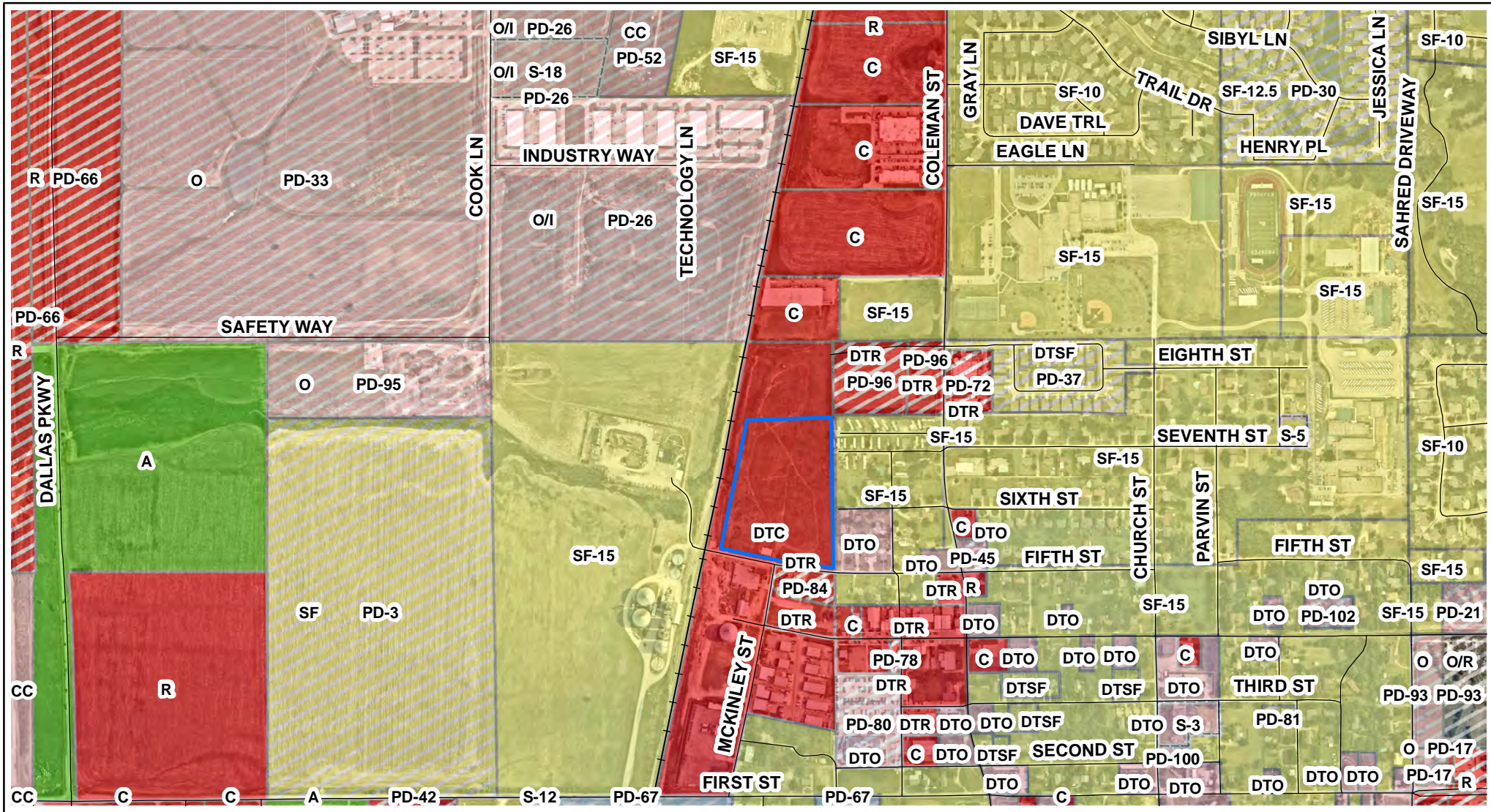
This map is for illustration purposes only.



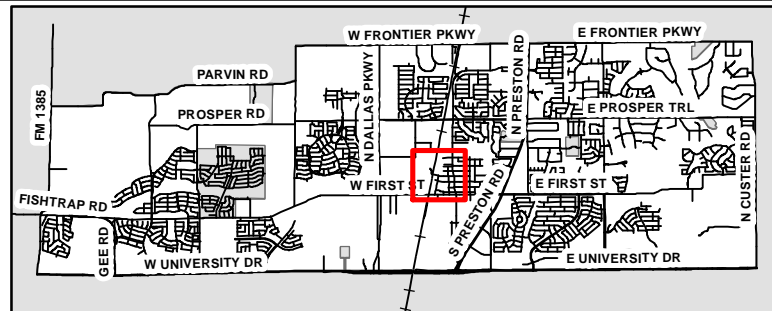
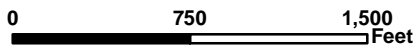
0 750 1,500 Feet



# Z20-0005 - Downtown Multi-family



This map is for illustration purposes only.





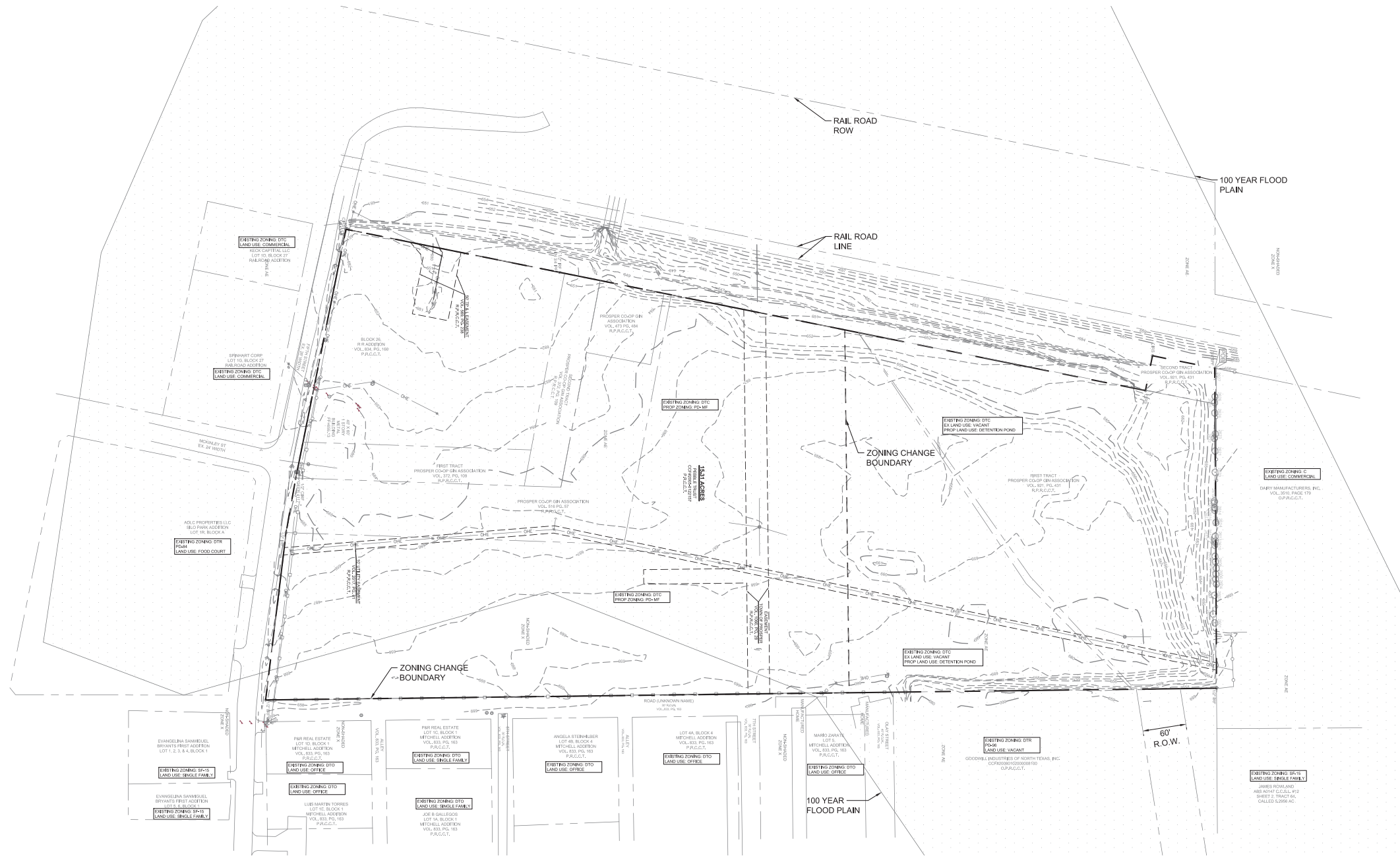
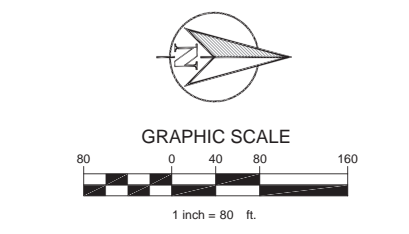
**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
 CLAYMOORE ENGINEERING  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 Engineer: **MATT MOORE**  
 P.E. No. 95813 Date 04/23/2020

**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



**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 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) FEMA MAP.

**PROSPER LOFTS**  
**CASE # : Z20-0005**

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

PLOTTED BY: LYNN ROWLAND  
 PLOT DATE: 4/23/2020 2:02 PM  
 LOCATION: Z:\PROJECTS\2018-013 BOREA LOVELESS TRACT\EXHIBIT\ZONING\ZONING EXHIBIT A.DWG  
 LAST SAVED: 4/23/2020 11:41 AM

**Z20-0005****Exhibit A  
Legal Description**

Being a 10.01 acre tract or parcel 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 a called 15.30 acre tract of land described in the deed to BBG Investments, Inc. recorded in Document Number 20180423000483530 of the Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a 3/4" iron pipe found at the Northwest corner of said BBG Investments, Inc. tract and the common Southwest corner of a called 9.2956 acre tract of land described in the deed to Dairy Manufacturers, Inc., recorded in Volume 3510, Page 179 of the Deed Records of Collin County, Texas and being in the East right-of-way line of Burlington Santa Fe Railroad;

THENCE with the West line of said BBG Investments, Inc. tract and the common East right-of-way of said Burlington Santa Fe Railroad the following courses and distances:

South 11°24'17" West, a distance of 87.53 feet to a capped 1/2" iron rod found stamped "EAGLE SURVEYING" found;

South 78°35'43" East, a distance of 48.97 feet to a capped 1/2" iron rod found stamped "EAGLE SURVEYING" found;

South 11°24'17" West, a distance of 422.80 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set at the POINT OF BEGINNING;

THENCE North 89°19'13" East, over and across said BBG Investments, Inc. tract, a distance of 500.15 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set in the East line of said BBG Investments, Inc. tract and the common West line of the Mitchell Addition, recorded in Volume 833, Page 163 of the Plat Records of Collin County, Texas from which a 1/2" iron rod found at the Northeast corner of said BBG Investments, Inc. tract and the common Northwest corner of the tract of land described in the deed to Goodwill Industries of North Texas, Inc. recorded in Document Number 20080102000008100 of the Official Public Records of Collin County, Texas bears North 00°42'36" West, a distance of 506.58 feet;

THENCE South 00°42'36" East, with the East line of said BBG Investments, Inc. tract, and the common West line of said Mitchell Addition, a distance of 804.37 feet to a 1/2" iron rod found at the Southeast corner of said BBG Investments, Inc. tract and being in the North right-of-way line of 5th Street;

THENCE with the South line of said BBG Investments, Inc. tract and the North right-of-way of said 5th Street the following courses and distances:

North 83°01'50" West, a distance of 232.37 feet to a 1/2" iron rod found;

North 79°58'12" West, a distance of 76.35 feet to a capped 1/2" iron rod stamped "GREER 4117" found;

North 78°35'43" West, a distance of 349.89 feet to a capped 1/2" iron rod stamped "EAGLE SURVEING" set at the Southwest corner of said BBG Investments, Inc. tract and being in the East right-of-way of said Burlington Santa Fe Railroad;

THENCE North 11°24'17" East, with the West line of said BBG Investments, Inc. tract and the common East right-of-way of said Burlington Santa Fe Railroad, a distance of 701.55 feet to the POINT OF BEGINNING and containing 10.01 acres of land more or less.



**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.



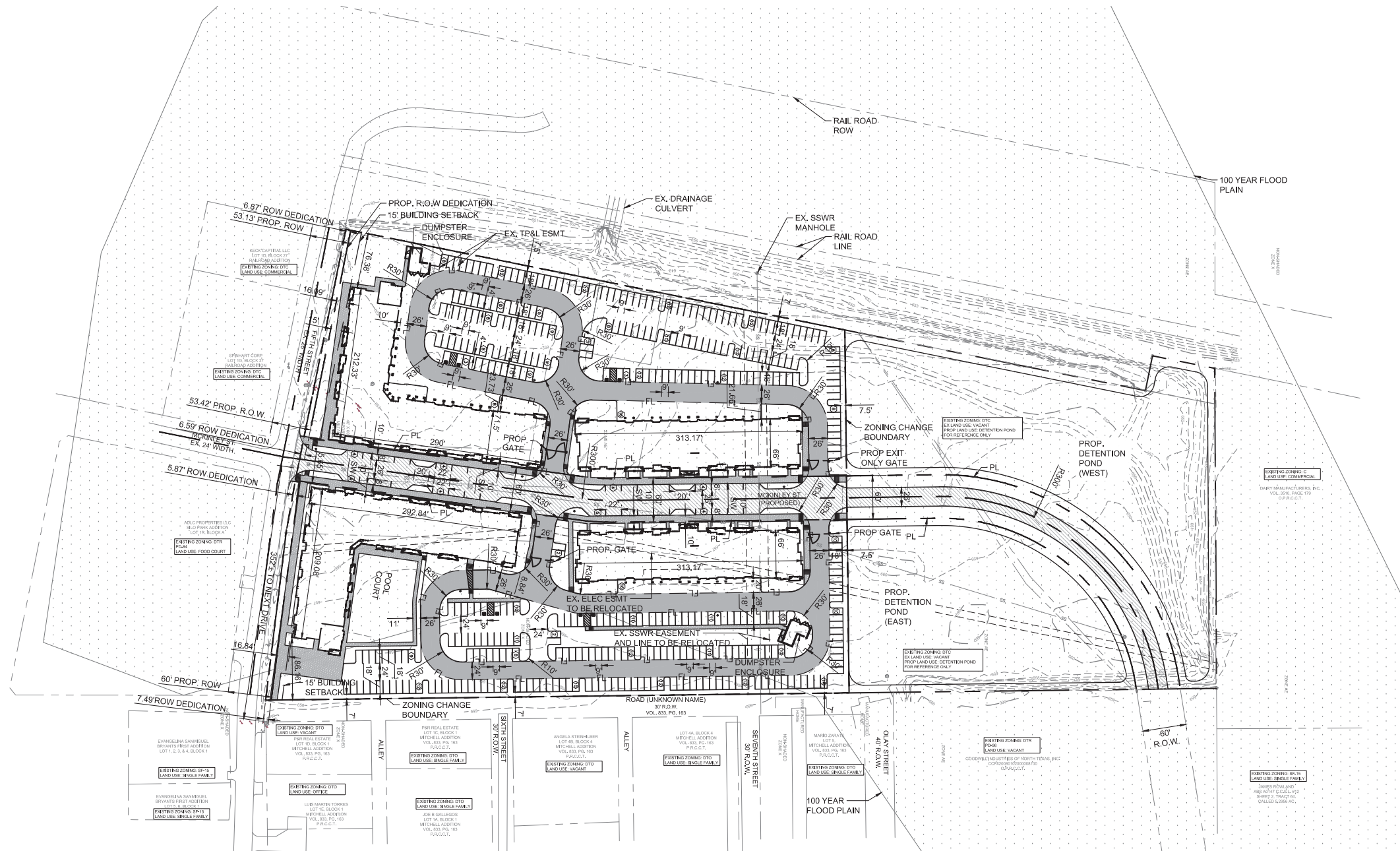
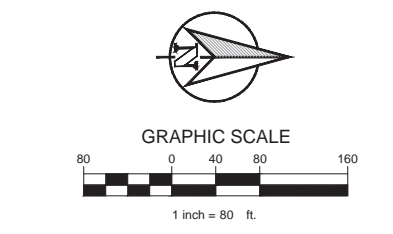
**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
 CLAYMOORE ENGINEERING  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 Engineer: **MATT MOORE**  
 P.E. No. 95813 Date 08/21/2020

PROSPER LOFTS  
 FIFTH ST  
 PROSPER, TX

EXHIBIT D

SHEET  
**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.

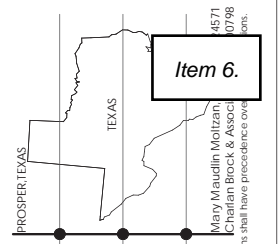
<b>PROSPER LOFTS</b>	
<b>CASE # : Z20-0005</b>	
OWNER: BBG INVESTMENTS INC FLA TLS INVESTMENTS INC P.O. BOX 129 PROSPER, TX 75078 PH: 214.325.0615 CONTACT NAME: TREVOR WOOD	
APPLICANT/REPRESENTATIVE: CLAYMOORE ENGINEERING, INC. 301 S. COLEMAN, SUITE #40 PROSPER, TX 75078 PH: 817.201.6982 CONTACT NAME: 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
COUNTY: COLLIN	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



PROSPER, TEXAS  
 4571  
 0798  
 Mary Maudlin Moltzan,  
 Charlan Brock & Associ  
 Charlan Brock & Associ  
 shall have precedence over  
 any other drawings.

**PROSPER APARTMENTS**  
 PROSPER, TEXAS

LIV DEVELOPMENT  
 2204 LAKESHORE DRIVE, SUITE 450  
 BIRMINGHAM, AL 35209  
 PH: 205-484-2836



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 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



**3** BUILDING TYPE I - LEFT CORNER PERSPECTIVE  
 SCALE:



**2** BUILDING TYPE I - ENLARGED CORNER PERSPECTIVE  
 SCALE:



**1** BUILDING TYPE I - CORNER PERSPECTIVE  
 SCALE:

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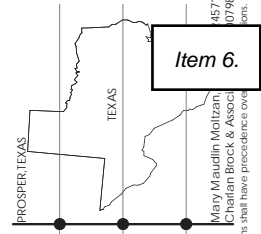
2 BUILDING TYPE I - LEFT ELEVATION

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



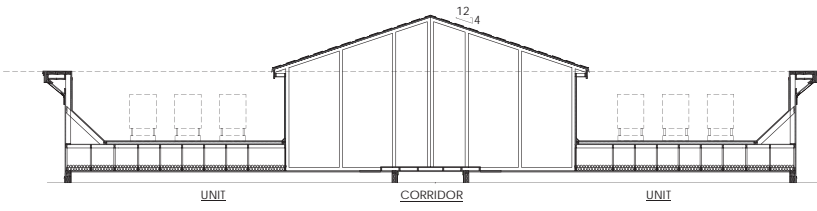
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www.cbaarchitects.com

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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item 6.



**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 %

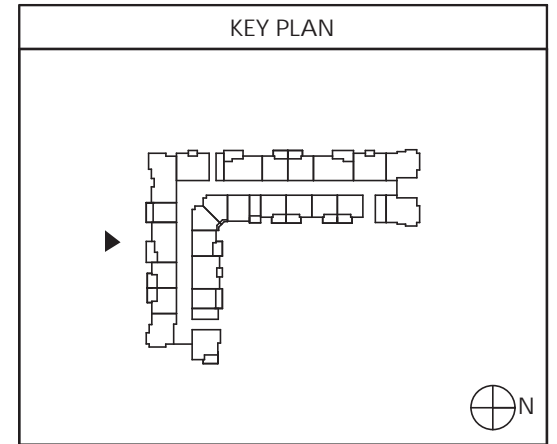
  

TOTAL MASONRY	5,988 SF	100%
---------------	----------	------

**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:**  
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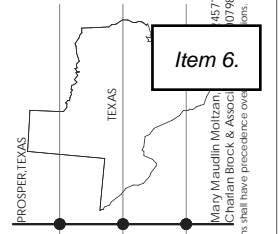
**3 BUILDING TYPE I - FRONT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE I - FRONT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE I - OVERALL FRONT ELEVATION**  
SCALE: 1/16" = 1'-0"



**PROSPER APARTMENTS**  
PROSPER, TEXAS

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2204 LAKESHORE DRIVE, SUITE 450  
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PH: 205-484-2836

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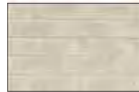



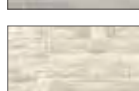
**BUILDING TYPE I FRONT ELEVATIONS**

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**

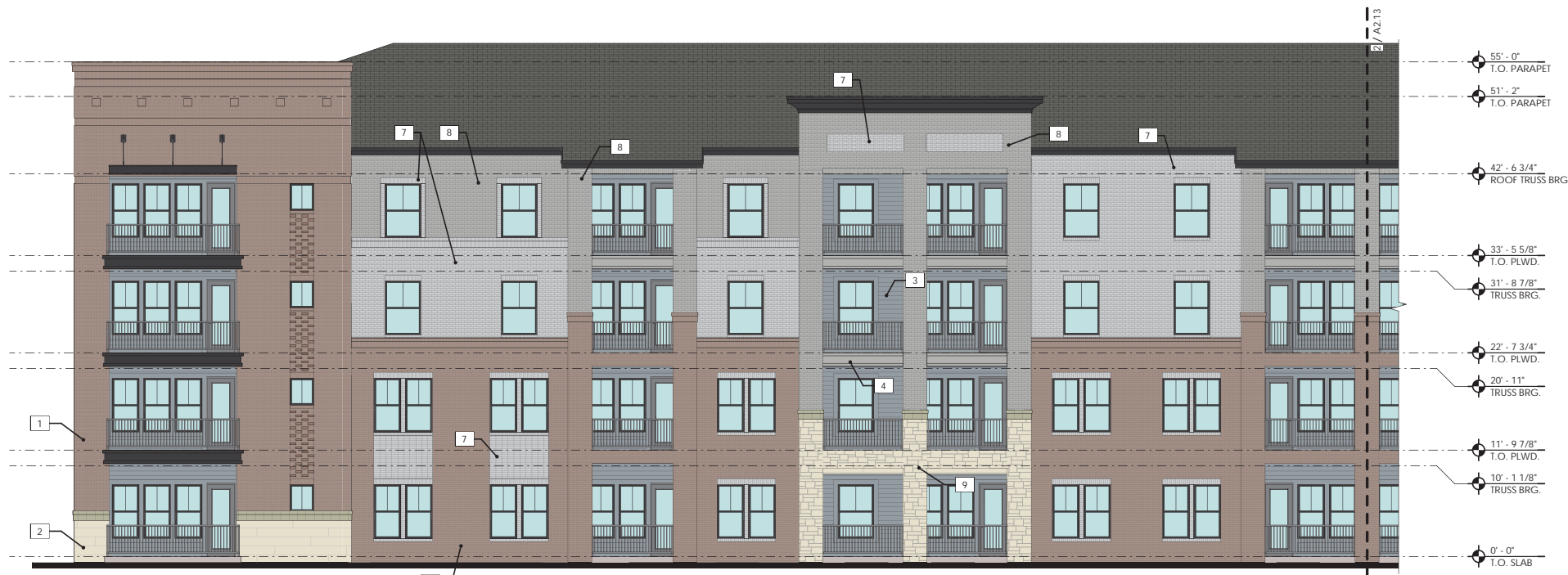
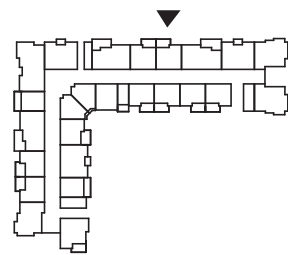
SURFACE AREA	9,996	SF	
GLAZING	1,833	SF	
NET AREA	8,193	SF	
BRICK	7,247	SF	88.5 %
STONE VENEER	946	SF	11.5 %
TOTAL MATERIAL	8,193	SF	100 %
TOTAL MASONRY		8,193	SF 100 %

**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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WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.  
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**KEY PLAN**



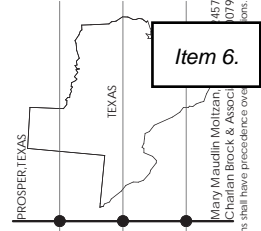
**3 BUILDING TYPE I - LEFT ELEVATION B**  
SCALE: 1/8" = 1'-0"



**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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PROSPER, TEXAS



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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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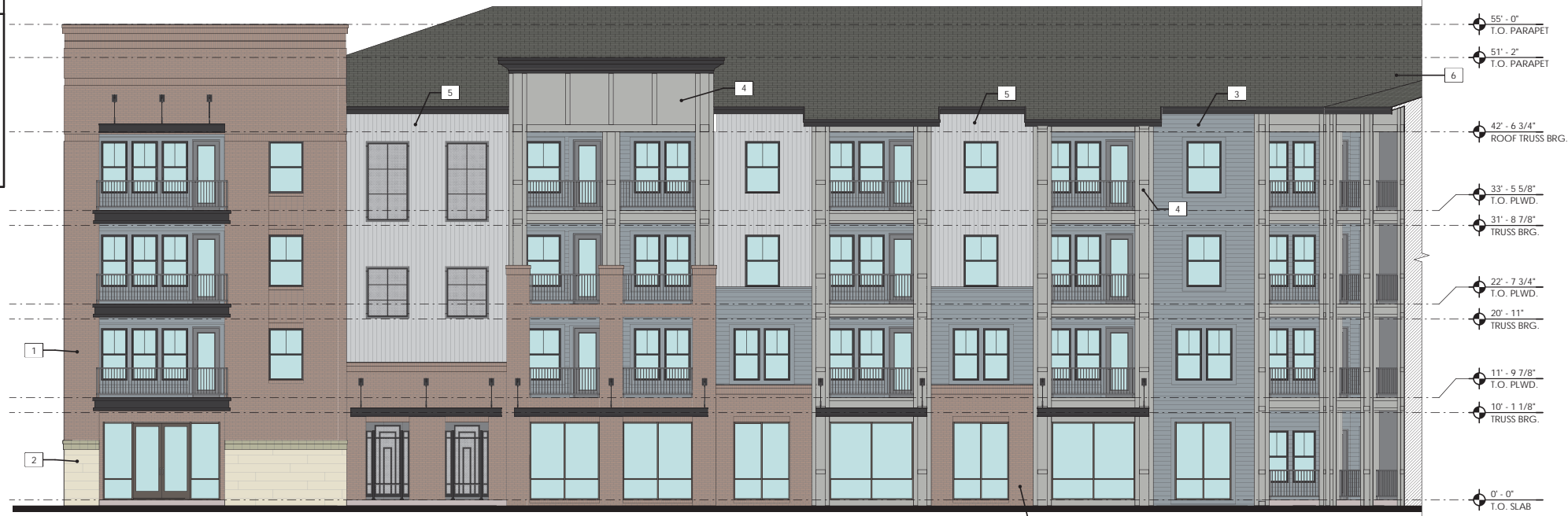
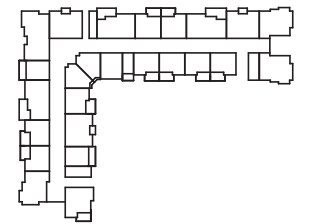
WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

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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.

**KEY PLAN**



**BUILDING TYPE I - REAR C**

SCALE: 1/8" = 1'-0"



**BUILDING TYPE I - REAR B**

SCALE: 1/8" = 1'-0"



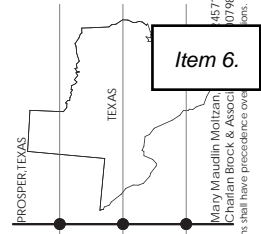
**BUILDING TYPE I - REAR A**

SCALE: 1/8" = 1'-0"



**BUILDING TYPE I - OVERALL REAR ELEVATION**

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



**PROSPER APARTMENTS**  
PROSPER, TEXAS

LIV DEVELOPMENT  
22004 LAKESHORE DRIVE, SUITE 450  
BIRMINGHAM, AL 35209  
PH: 205-484-2836

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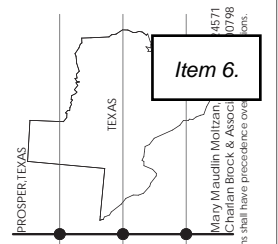
1770 fennell street  
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**BUILDING TYPE I**  
REAR ELEVATIONS

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
reviewed by: CBA  
issue history:  
Δ Date

B/21/2020 10:09:44 AM BIM 360//14310 - Prosper/4310 - PROSPER, TEXAS.rvt

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Charlan Brock & Associ  
Prosper, Texas  
Mary Maudlin Moltzan,  
Charlan Brock & Associ  
Prosper, Texas

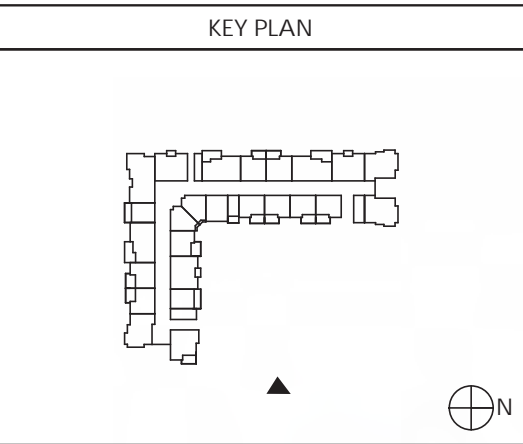


**3** BUILDING TYPE I - RIGHT A

SCALE: 1/8" = 1'-0"

**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 %



**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

**GENERAL NOTES:**  
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**BUILDING TYPE I  
RIGHT  
ELEVATIONS**

date: 08-21-2020  
job no: 4310  
drawn by: IR, FP, XC  
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"

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**BUILDING II**  
**FRONT AND RIGHT**  
**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 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 %
<b>TOTAL MASONRY</b>	<b>6,027 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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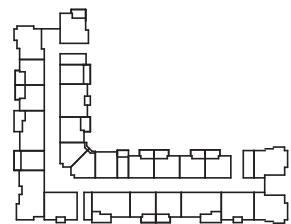
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**KEY PLAN**



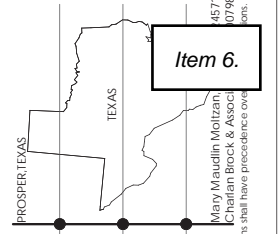
**3 BUILDING TYPE II - FRONT B**  
SCALE: 1/8" = 1'-0"



**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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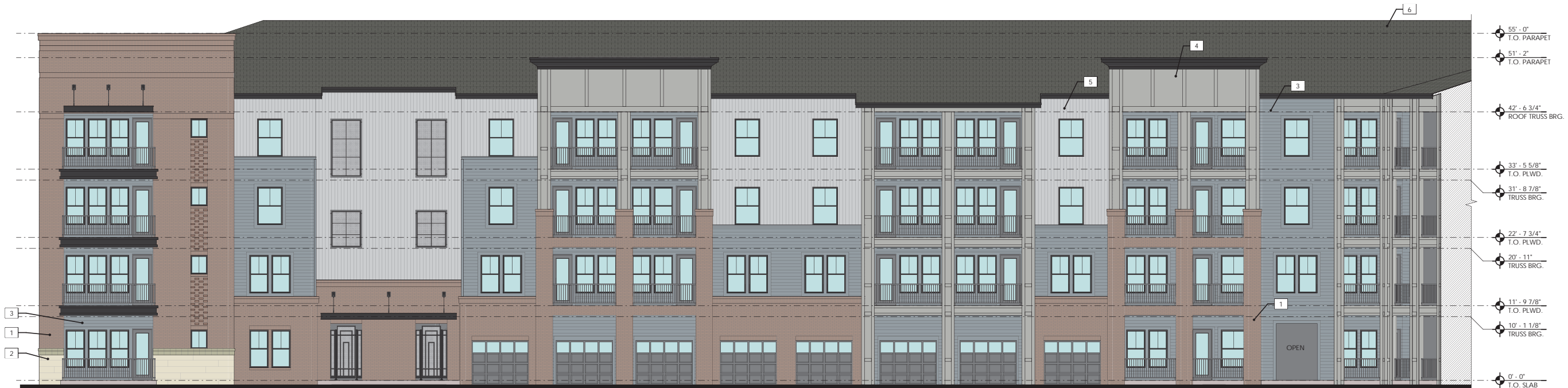
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**BUILDING TYPE II FRONT ELEVATIONS**

date: **08-21-2020**  
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drawn by: **IR, FP, XC**  
reviewed by: **CBA**  
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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"

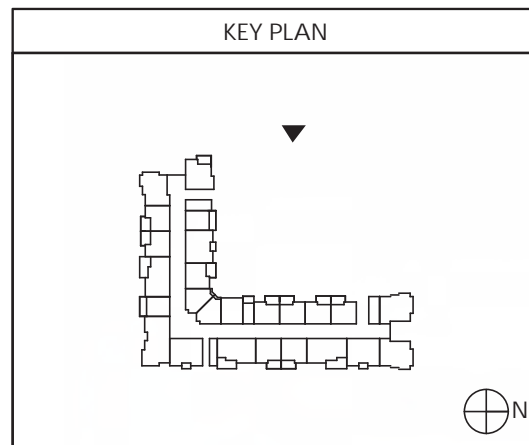
**MATERIALS**

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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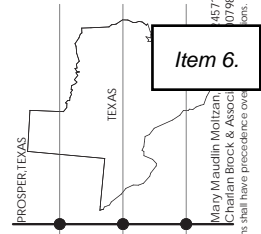
**BUILDING TYPE II - LEFT ELEVATION MATERIAL CALCULATION**

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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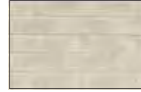


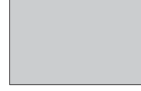
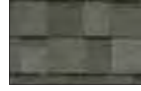



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**BUILDING TYPE II LEFT ELEVATIONS**

date: 08-21-2020  
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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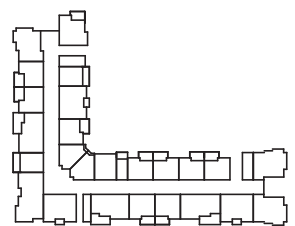
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**KEY PLAN**



**3 BUILDING TYPE II - REAR B**  
SCALE: 1/8" = 1'-0"



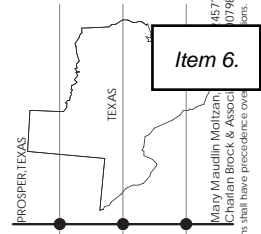
**4 BUILDING TYPE II - REAR C**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - REAR A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE II - OVERALL REAR ELEVATION**  
SCALE: 1/16" = 1'-0"



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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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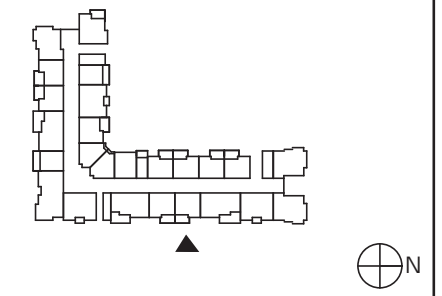
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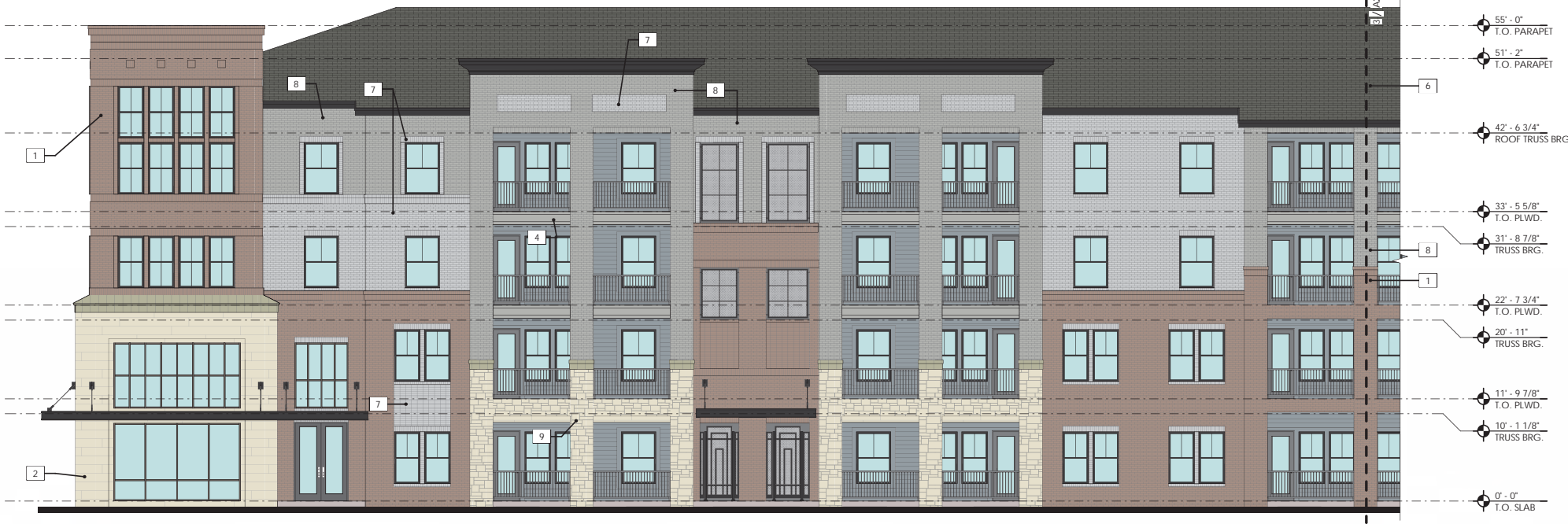
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**KEY PLAN**



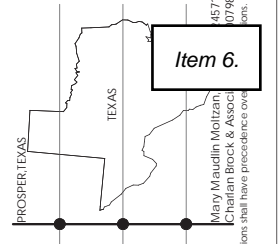
**3 BUILDING TYPE II - RIGHT B**  
SCALE: 1/8" = 1'-0"



**2 BUILDING TYPE II - RIGHT A**  
SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE II - OVERALL RIGHT ELEVATION**  
SCALE: 1/16" = 1'-0"



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**BUILDING TYPE II  
RIGHT  
ELEVATIONS**

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3 BUILDING TYPE III - REAR ELEVATION

SCALE: 3/32" = 1'-0"



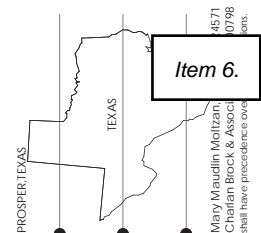
2 BUILDING TYPE III - SIDE ELEVATION

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

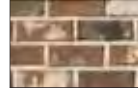
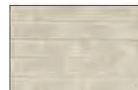


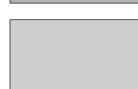
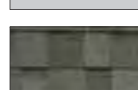



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**BUILDING TYPE III - FRONT ELEVATION MATERIAL CALCULATION**

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

**GENERAL NOTES:**  
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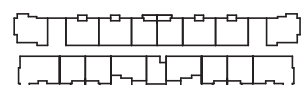
WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

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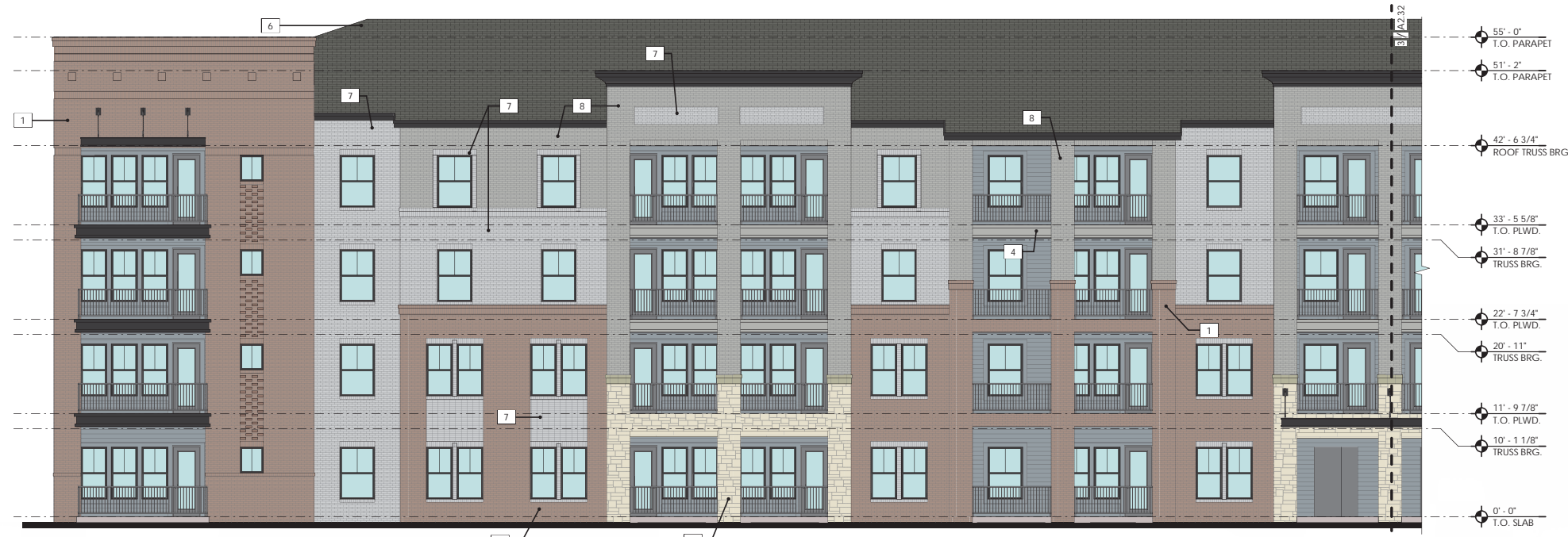
WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISABLE REFLECTIVITY OF TEN (10) PERCENT.

ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

**KEY PLAN**



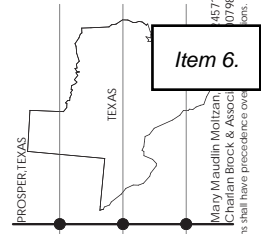
**3 BUILDING TYPE III - FRONT B**  
SCALE: 1/8" = 1'-0"



**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



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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






8/21/2020 10:13:05 AM BIM 360//4310 - Prosper/4310 - PROSPER, TEXAS.rvt

**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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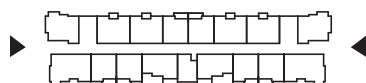
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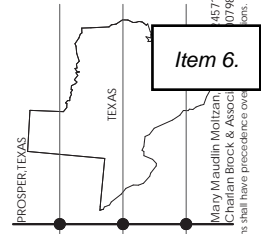
ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

**KEY PLAN**



**1 BUILDING TYPE III - LEFT/RIGHT ELEVATION**

SCALE: 1/8" = 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 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 %
<b>TOTAL MASONRY</b>	<b>4,024 SF</b>	<b>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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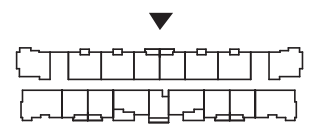
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**KEY PLAN**



**3 BUILDING TYPE III - REAR B**

SCALE: 1/8" = 1'-0"



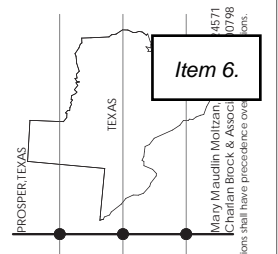
**2 BUILDING TYPE III - REAR A**

SCALE: 1/8" = 1'-0"



**1 BUILDING TYPE III - OVERALL REAR ELEVATION**

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



**PROSPER APARTMENTS**  
PROSPER, TEXAS

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BIRMINGHAM, AL 35209  
PH: 205-484-2836

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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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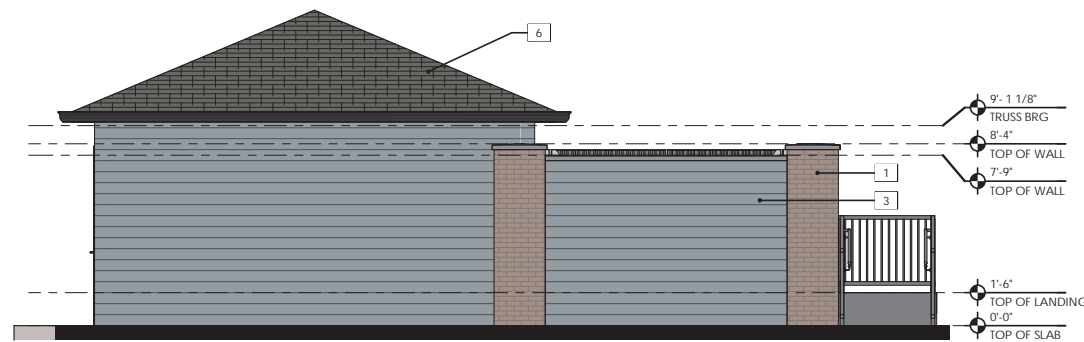
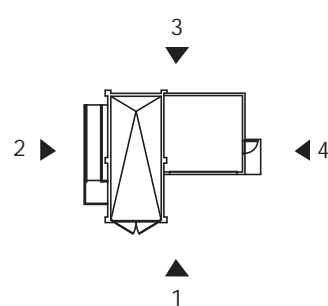
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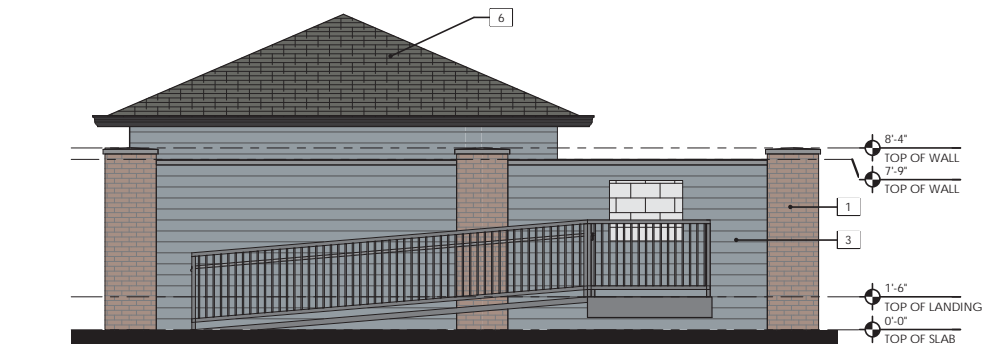
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### KEY PLAN

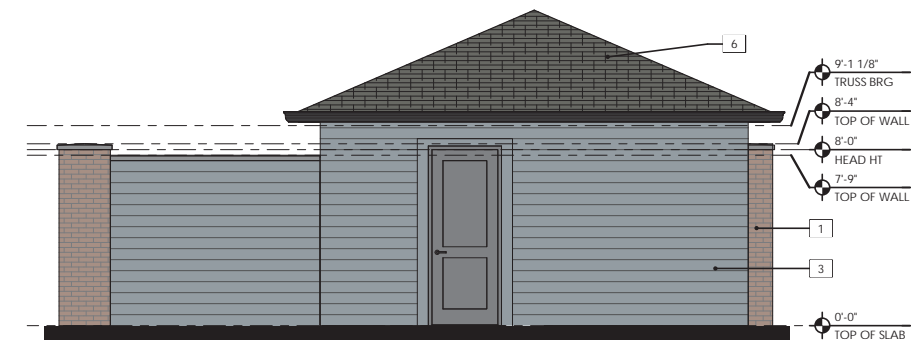
NOTE: PLAN ON THIS SHEET IS ROTATED COUNTERCLOCKWISE



**3** BUILDING TYPE IV - REAR ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



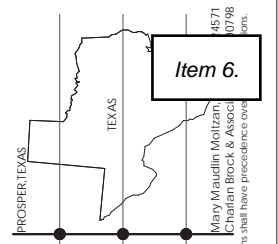
**2** BUILDING TYPE IV - LEFT ELEVATION  
TRASH COMPACTOR/MAINTENANCE SCALE: 1/4" = 1'-0"



**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"

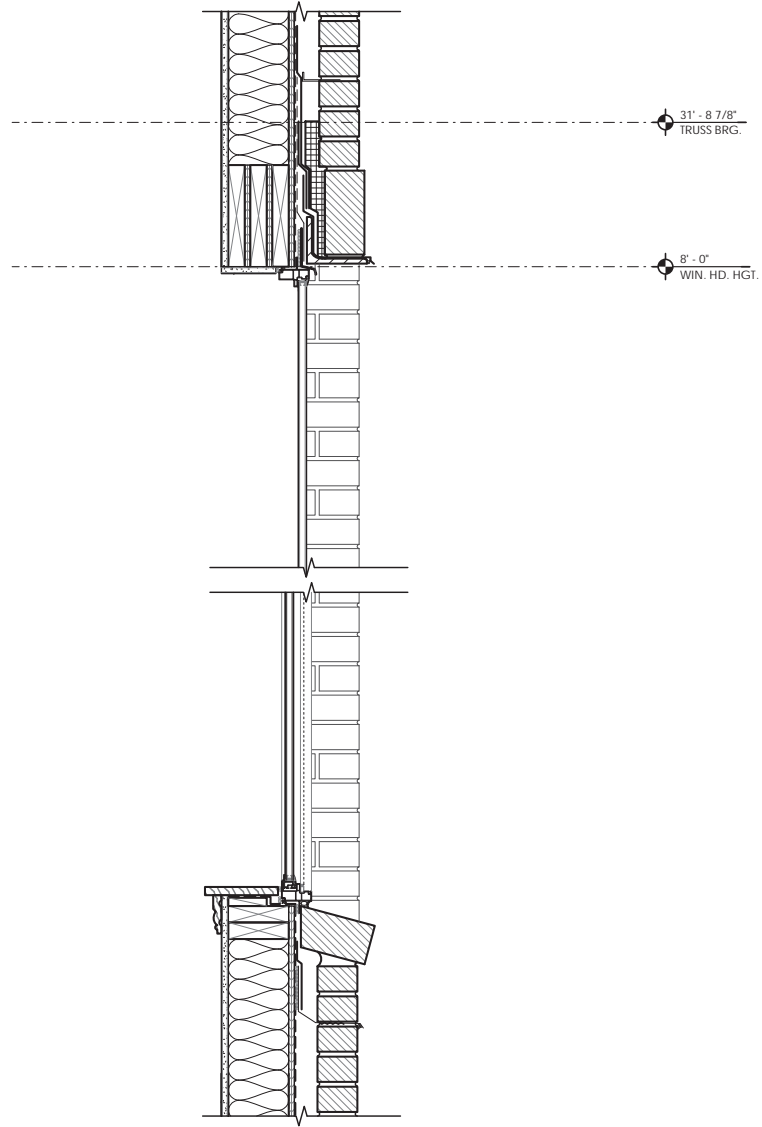


**PROSPER APARTMENTS**  
 PROSPER, TEXAS  
 LIV DEVELOPMENT  
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 BIRMINGHAM, AL 35209  
 PH: 205-484-2836

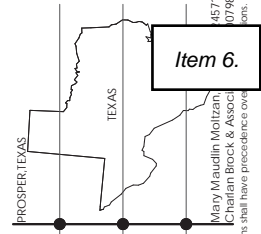
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BUILDING TYPE IV  
ELEVATIONS

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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 PROSPER, TEXAS

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 PH: 205-484-2836



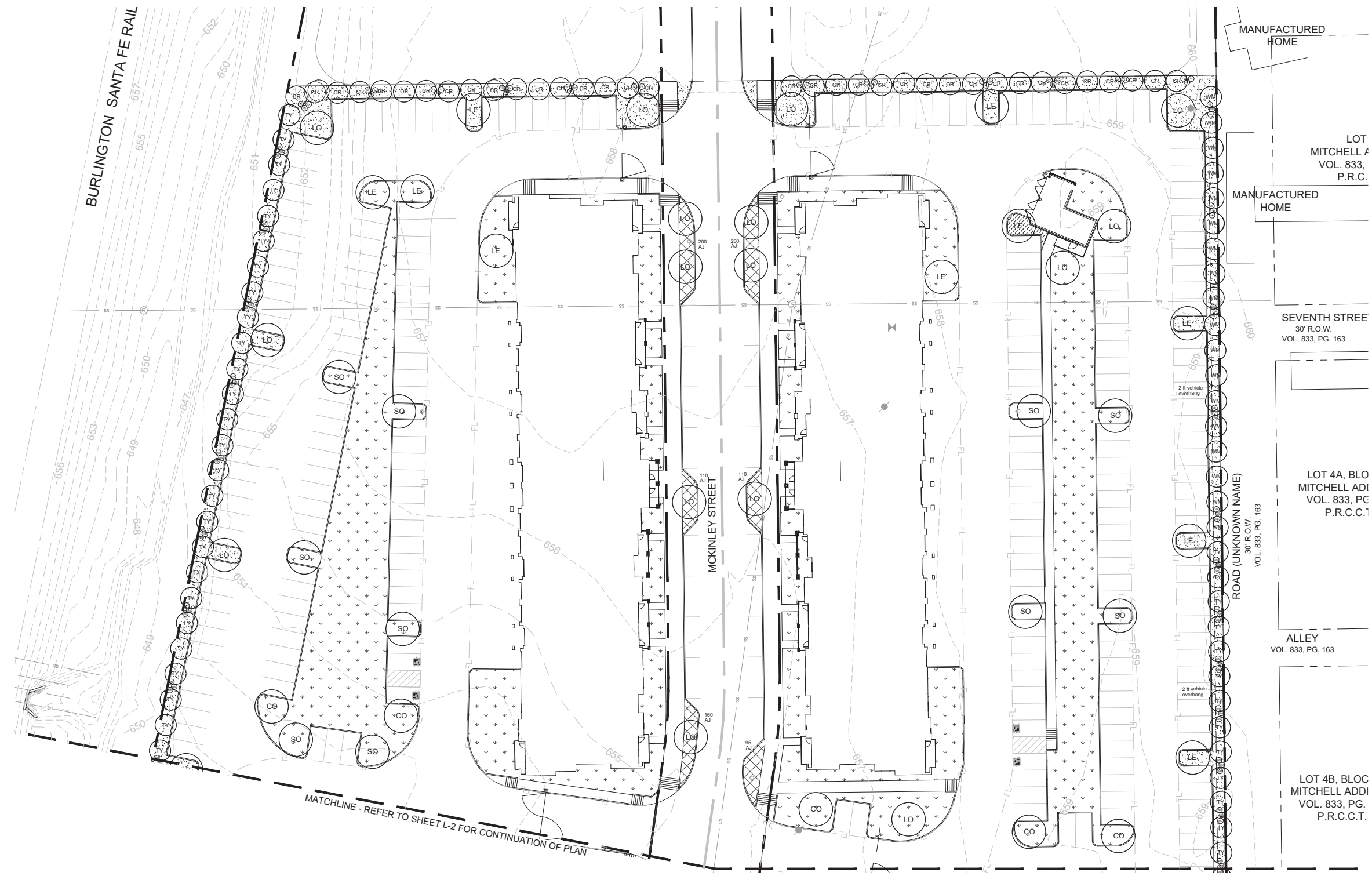
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WINDOW DETAIL

date: 08-21-2020  
 job no: 4310  
 drawn by: FP, XC  
 reviewed by: CBA  
 issue history:  
 Δ Date

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 LOCATION: 8/18/2020 2:20 PM  
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MATCHLINE - REFER TO SHEET L-2 FOR CONTINUATION OF PLAN


**integration studio**  
 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

512.632.3822 - Tyler  
 512.589.9594 - Austin  
 www.silstudio.com

TEXAS REGISTRATION #14199  
**Item 6.**  
  
 1903 CENTRAL DR. SUITE #408  
 BOZARD, TX 75701  
 WWW.GLAYMORENGINEER.COM



BGREA LOVELESS  
 5TH ST. & MCKINLEY ST.  
 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**

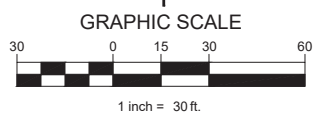
- DY Dwarf Yaupon
- AB Abelia
- GL Giant Liriope
- BA Barberry
- VB Viburnum
- PM Pink Muhly
- WM Dwarf Wax Myrtle
- TX Texas Sage
- RY Red Yucca
- DB Dwarf Burford Holly

**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

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 LOCATION: 8/18/2020 2:23 PM  
 LAST SAVED:

**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**
- TY Tree Yaupon
  - WM Wax Myrtle
  - CR Crapemyrtle

**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**

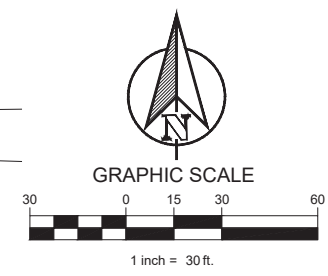
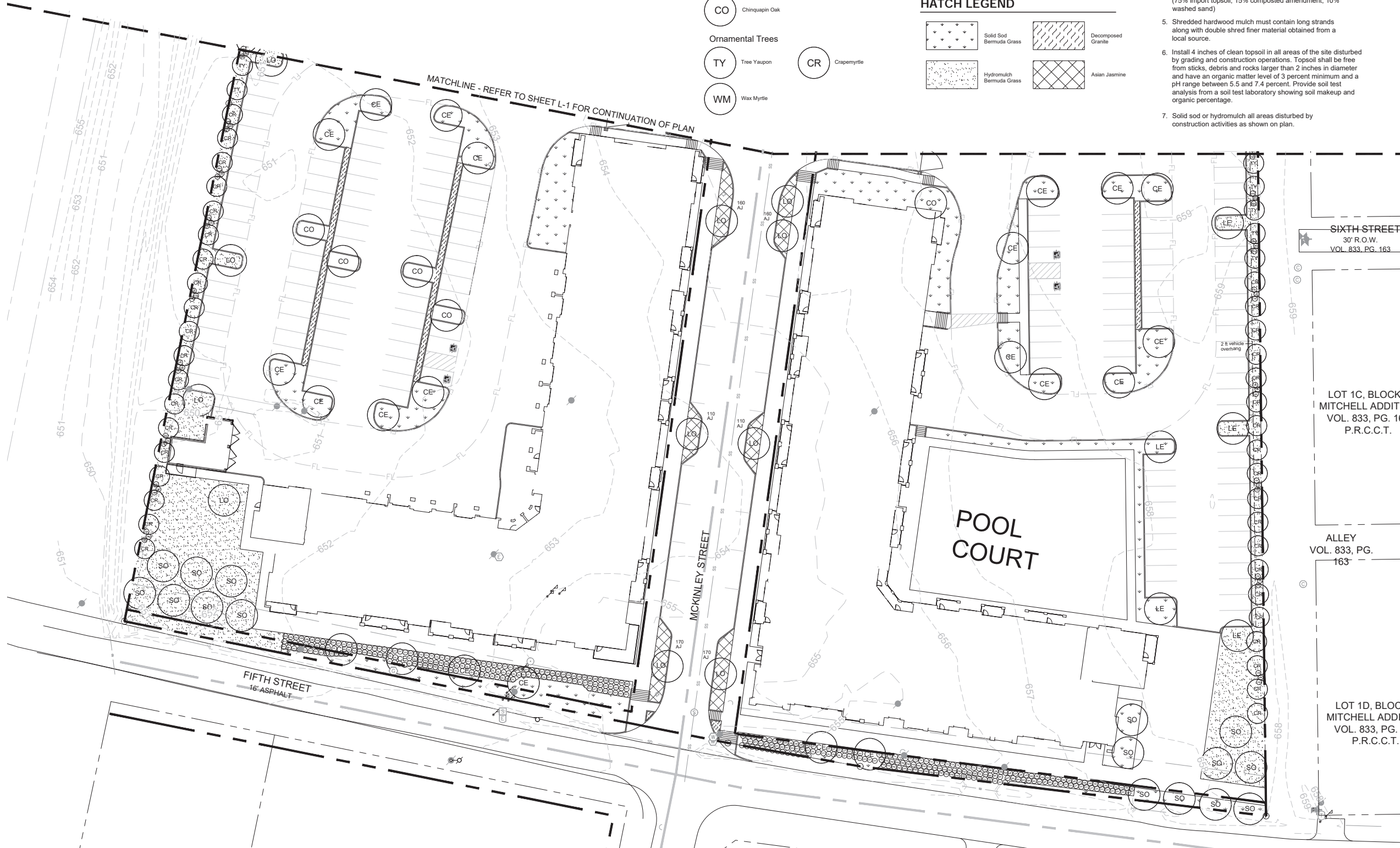
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TEXAS REGISTRATION #14199  
**Item 6.**  

 ENGINEER  
 1903 CENTRAL DR. SUITE #408  
 BOZARD, TX 75701  
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BGREA LOVELESS  
 5TH ST. & MCKINLEY ST.  
 PROSPER, TEXAS

No.	DATE	REVISION	BY

**LANDSCAPE PLAN**  
 SHEET  
**Page 71**

**CASE NO. Z20-0005**  
**EXHIBIT G**

DESIGN:	LRR
DRAWN:	LRR
CHECKED:	ASD
DATE:	08/18/2020
FILE NO.:	2018-013

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			

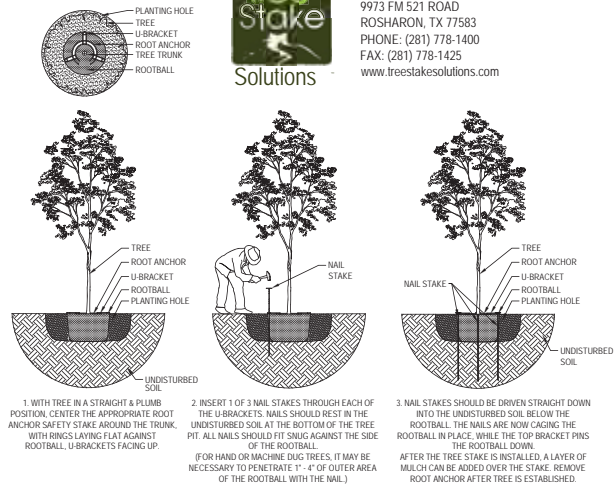
Town of Prosper, Texas  
Landscape Calculations

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, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not be limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of 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 (872) 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

LANDSCAPE DETAILS

DESIGN:	LRR
DRAWN:	LRR
CHECKED:	ASD
DATE:	08/18/2020

SHEET

Page 72





**DEVELOPMENT SERVICES  
DEPARTMENT**  
250 W. First Street  
Prosper, TX 75078  
Phone: 972-346-3502

**REPLY FORM**

**SUBJECT:**

Zoning Case Z20-0005: The Town of Prosper has received a request to rezone 15.3± acres, from Downtown Commercial (DTC) to Planned Development Multi-Family (PD-MF).

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the north side of Fifth Street, east of the BNSF Railroad.

I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition.

I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

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Gerardo S. Barrera

Name (please print)

*Gerardo S. Barrera*

Signature

601 N Coleman st.

Address

08 / 25 / 2020

Date

Prosper tx 75078

City, State, and Zip Code

gbarrera@d-mexicana.com.mx

E-mail Address

**RECEIVED**  
**AUG 31 2020**

BY: .....



**DEVELOPMENT SERVICES  
DEPARTMENT**  
250 W. First Street  
Prosper, TX 75078  
Phone: 972-346-3502

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- I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

*Good For Downtown !*

*Don Brown*  
Name (please print)

*Don Brown*  
Signature

*PO Box 545*  
Address

*8/24/20*  
Date

*Prosper Tx. 75078*  
City, State, and Zip Code

*PROSPERBBQ@GMAIL.COM*  
E-mail Address

**RECEIVED**  
**AUG 31 2020**

**BY:**.....



**DEVELOPMENT SERVICES  
DEPARTMENT**  
250 W. First Street  
Prosper, TX 75078  
Phone: 972-346-3502

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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

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Katrina Coffman  
Name (please print)

Katrina Coffman  
Signature

Address  **goodwill** INDUSTRIES  
OF NORTHEAST TEXAS  
2206 E. LAMAR - SHERMAN, TX 75090

8/24/2020  
Date

\_\_\_\_\_  
City, State, and Zip Code

kcoffman@goodwillnorthtexas.org  
E-mail Address

**RECEIVED**  
**AUG 28 2020**

BY: .....

**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 – September 22, 2020**

**Agenda Item:**

Conduct a Public Hearing and consider and act upon an ordinance for a Specific Use Permit for a Wireless Communication and Support Structure at the Town Public Works Facility, on 0.1± acres, located on the west side of the BNSF Railroad, at the terminus of Fifth Street. (S19-0001).

**Description of Agenda Item:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Town Public Works Facility	Business Park
<b>North</b>	Planned Development-26-Office/Industrial	Prosper Business Park, Phase 2 (Undeveloped)	Business Park
<b>East</b>	Downtown Commercial	Undeveloped	Old Town - Commercial
<b>South</b>	Single Family-15	Undeveloped	Business Park
<b>West</b>	Planned Development-95-Office	Town Public Safety Facility	Business Park

**Requested Zoning** – The purpose of this request is to allow for a Wireless Communication & Support Structure at the Public Works facility. The applicant, representing AT&T, is proposing to construct a 125-foot tall, gray galvanized steel cell tower, within a 3,750 square-foot lease area, enclosed by a six-foot (6’) chain-linked fence. Access will be provided from Fifth Street, on the west side of the BNSF railroad. The cell tower will consist of six (6) flush-mounted antenna arrays; three (3) of which will be utilized by AT&T, and the remaining three (3) will be utilized by future carriers, yet to be determined.

This request is for approval of a SUP to allow for the use; however, the applicant is also seeking approval from Town Council for a Lease Agreement, since the facility will be located on Town-owned property. The lease agreement is also on the September 22, 2020, Town Council Agenda, in conjunction with this SUP Public Hearing.

The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of a SUP request.

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
2. *Are the activities requested by the applicant normally associated with the requested use?*
3. *Is the nature of the use reasonable?*
4. *Has any impact on the surrounding area been mitigated?*

Staff believes the applicant has satisfied the criteria and recommends approval of the request, subject to approval of a Tower Site Lease Agreement.

**Legal Obligations and Review:**

Notification was provided as required by the Zoning Ordinance and state law. To date, staff has not received any responses to this request. Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Ordinance
3. Exhibits A, B, and C

**Planning & Zoning Commission Recommendation:**

At their September 1, 2020 meeting, the Planning and Zoning Commission recommended the Town Council approve the request, by a vote of 7-0, subject to Town Council approval of a lease agreement to allow for the use of facilities on Town-owned property.

**Town Staff Recommendation:**

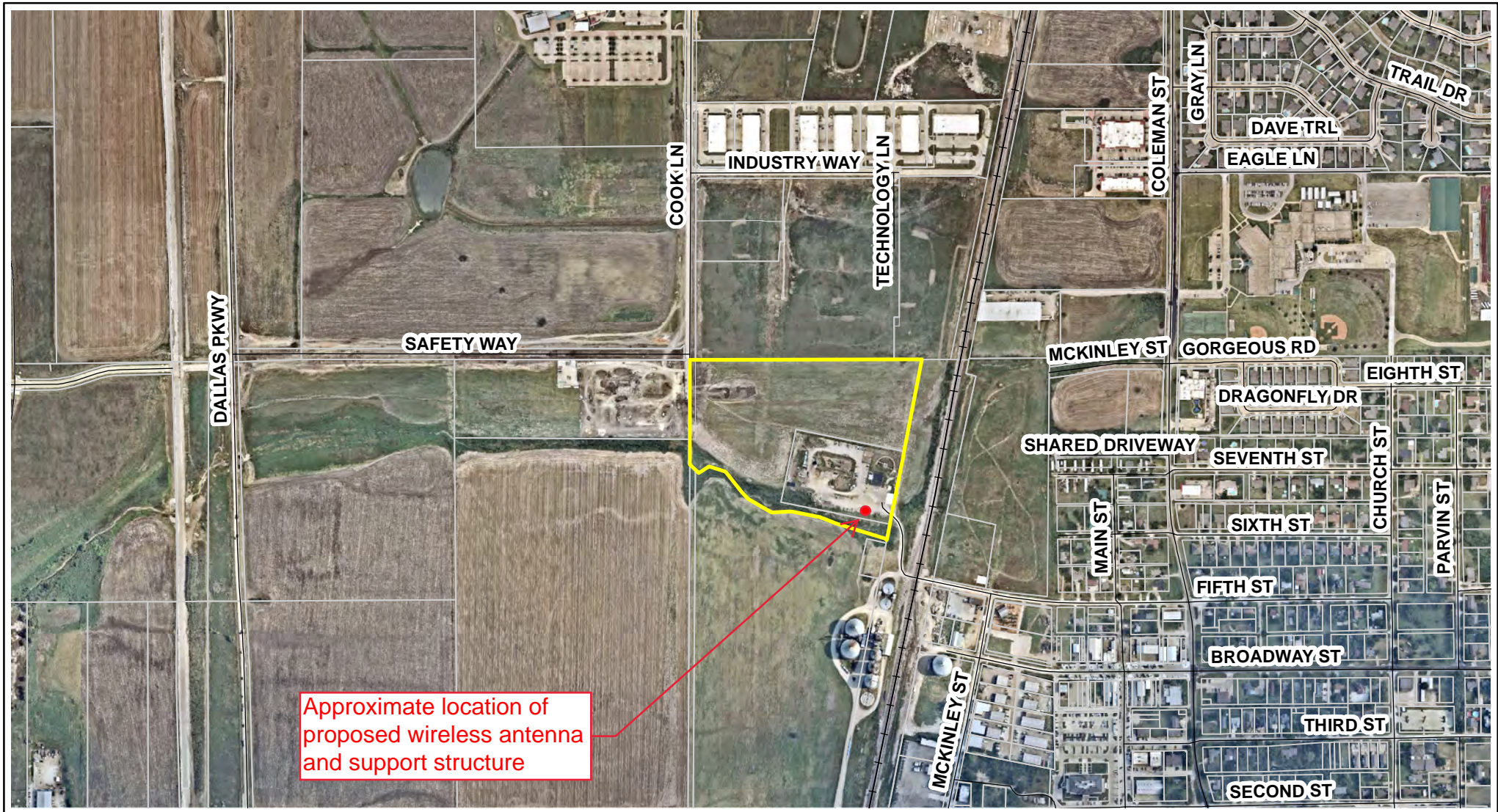
Town staff recommends approval of the request, subject to Town Council approval of a lease agreement to allow for the use of facilities on Town-owned property.

**Proposed Motion:**

I move to approve an ordinance for a Specific Use Permit for a Wireless Communication and Support Structure at the Town Public Works Facility, on 0.1± acres, located on the west side of the BNSF Railroad, at the terminus of Fifth Street, subject to approval of a lease agreement to allow for the use of facilities on Town-owned property.

# S19-0001 - Public Works Cell Tower

Item 7.

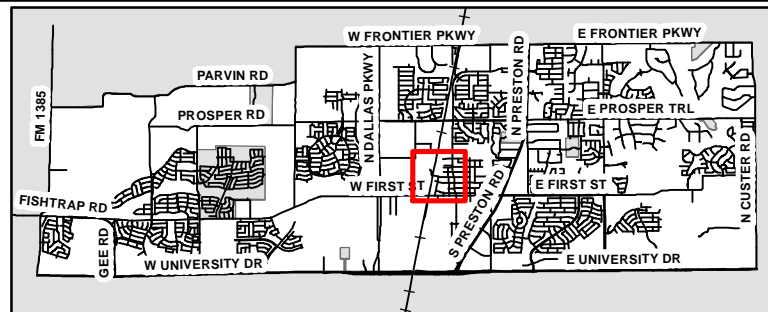


Approximate location of proposed wireless antenna and support structure

This map is for illustration purposes only.

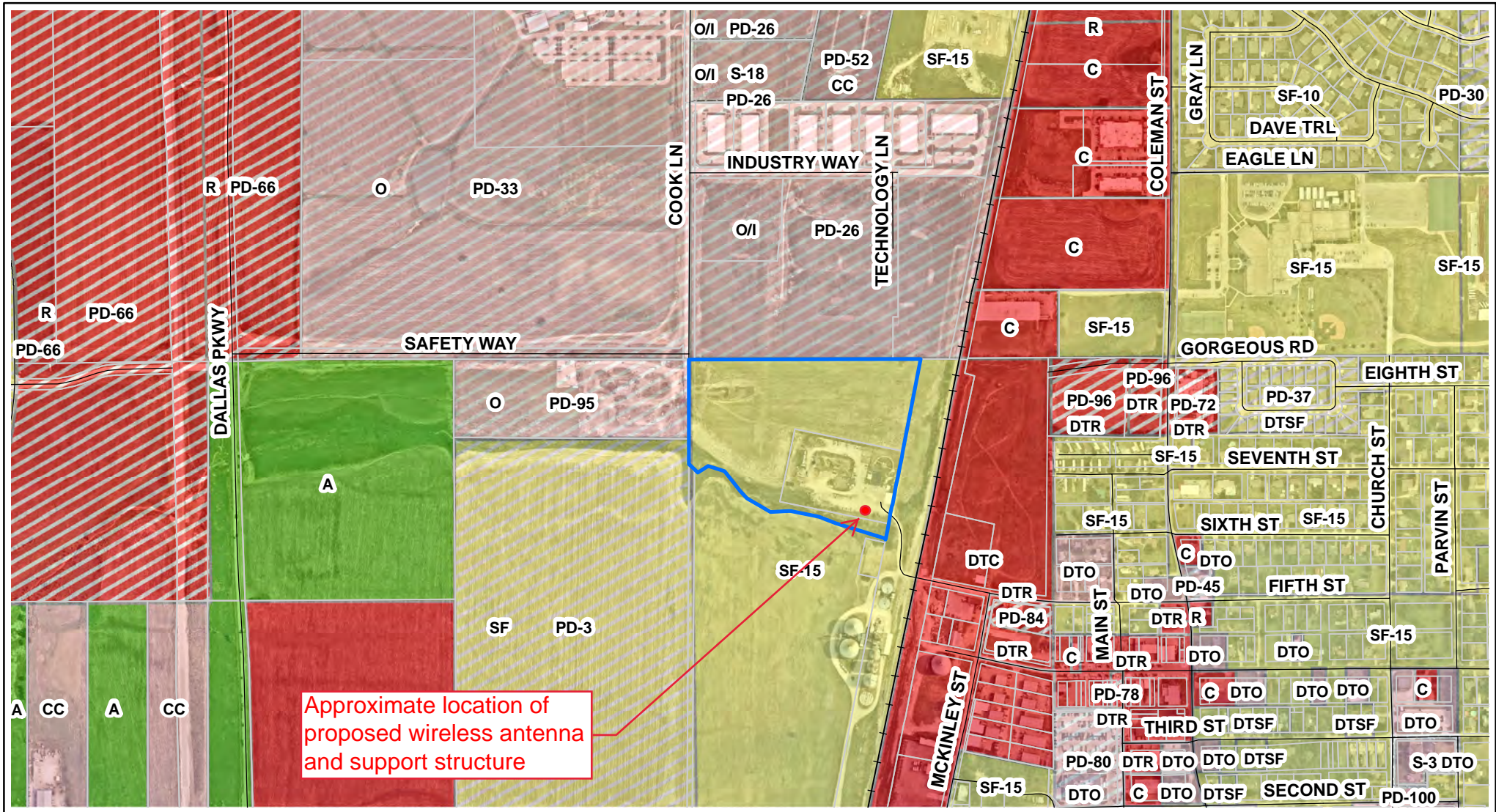


0 500 1,000 Feet



# S19-0001 - Public Works Cell Tower

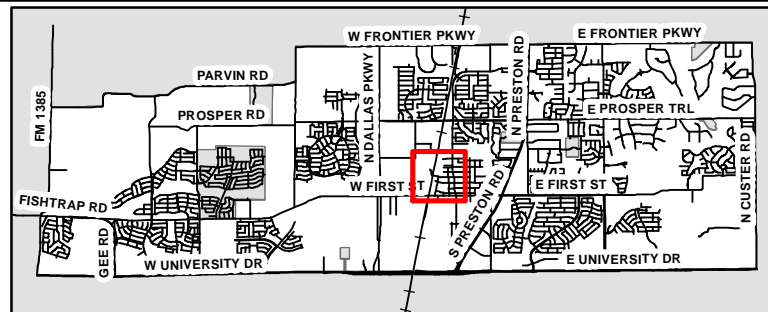
Item 7.



This map is for illustration purposes only.



0 500 1,000 Feet



TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-\_\_

**AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE; GRANTING A SPECIFIC USE PERMIT (SUP) FOR A WIRELESS COMMUNICATIONS AND SUPPORT STRUCTURE, LOCATED ON A TRACT OF LAND CONSISTING OF 0.086 ACRE, MORE OR LESS, IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from AT&T ("Applicant") for a Specific Use Permit (SUP) for a wireless communications and support structure, on a tract of land zoned Single Family-15 (SF-15), consisting of 0.086 acre of land, more or less, in The Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, 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 to grant a Specific Use Permit (SUP) have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

#### **SECTION 1**

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

#### **SECTION 2**

Specific Use Permit Granted. The Town's Zoning Ordinance is amended as follows: Applicant is granted a Specific Use Permit (SUP) for a wireless communications and support structure, on a tract of land zoned Single Family-15 (SF-15), consisting of 0.086 acre of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, 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 Specific Use Permit shall conform to, and comply with 1) the site plan, attached hereto as Exhibit "B", and 2) the elevations, attached hereto as Exhibit "C", which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. Town Council approval of a lease agreement to allow for the use of facilities on Town property;

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

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

### **SECTION 6**

**Severability.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is

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

**SECTION 7**

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

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 22<sup>nd</sup> DAY OF SEPTEMBER, 2020.**

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

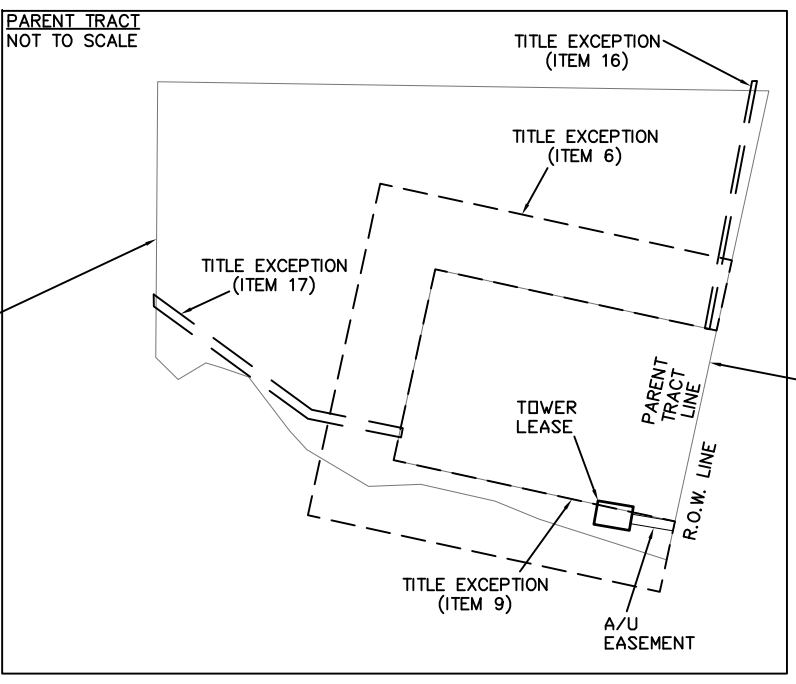
**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

AREA TABLE	SQUARE FEET	ACREAGE
TOWER LEASE	3,750.00	0.086
A/U EASEMENT	2,688.14	0.062



**PROPOSED METAL MONOPOLE LOCATION INFORMATION**  
 NAD83  
 Horizontal Datum: 33° 14' 18.78" N  
 Longitude: 96° 48' 27.58" W  
 Vertical Datum: NAVD 1988  
 Ground Elevation at Base of Tower: 645.0 feet

**PARENT TRACT**  
 OWNER: TOWN OF PROSPER  
 CALLED 16.38 ACRES  
 COLLIN CSL SURVEY,  
 ABSTRACT NO. 147  
 COLLIN CAD APN: 2794292  
 DEED REF.: VOL. INSTR NO  
 20190204000116920  
 D.R.C.C.T.

**PARENT TRACT**  
 OWNER: TOWN OF PROSPER  
 CALLED 5.0 ACRES  
 COLLIN CSL SURVEY, ABSTRACT NO. 147  
 COLLIN CAD APN: 969385  
 DEED REF.: VOL. 355, PG. 556  
 D.R.C.C.T.

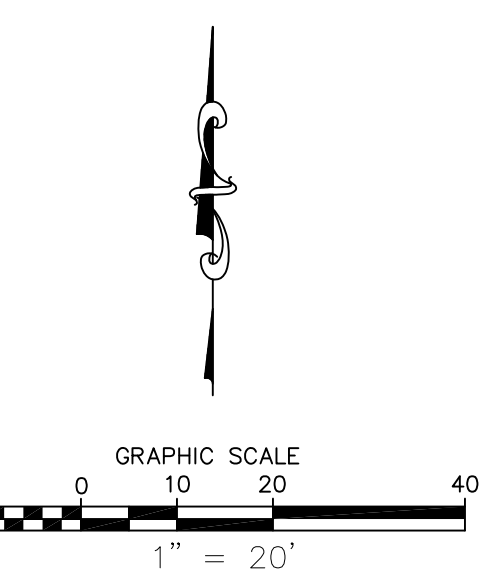
**PARENT TRACT**  
 OWNER: TOWN OF PROSPER  
 CALLED 5.0 ACRES  
 COLLIN CSL SURVEY, ABSTRACT NO. 147  
 COLLIN CAD APN: 969385  
 DEED REF.: VOL. 355, PG. 556  
 D.R.C.C.T.

**PROPOSED WIRELESS COMMUNICATION AND SUPPORT STRUCTURE**  
 50' X 75'

**PARENT TRACT**  
 OWNER: TOWN OF PROSPER  
 CALLED 16.38 ACRES  
 COLLIN CSL SURVEY, ABSTRACT NO. 147  
 COLLIN CAD APN: 2794292  
 DEED REF.: VOL. INSTR NO  
 20190204000116920  
 D.R.C.C.T.

(P) MONOPOLE  
 LAT. 33°14'18.78" N  
 LONG. 96°48'27.58" W  
 ELEV. 645.0 US FT

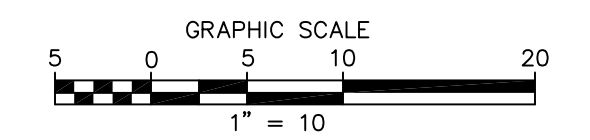
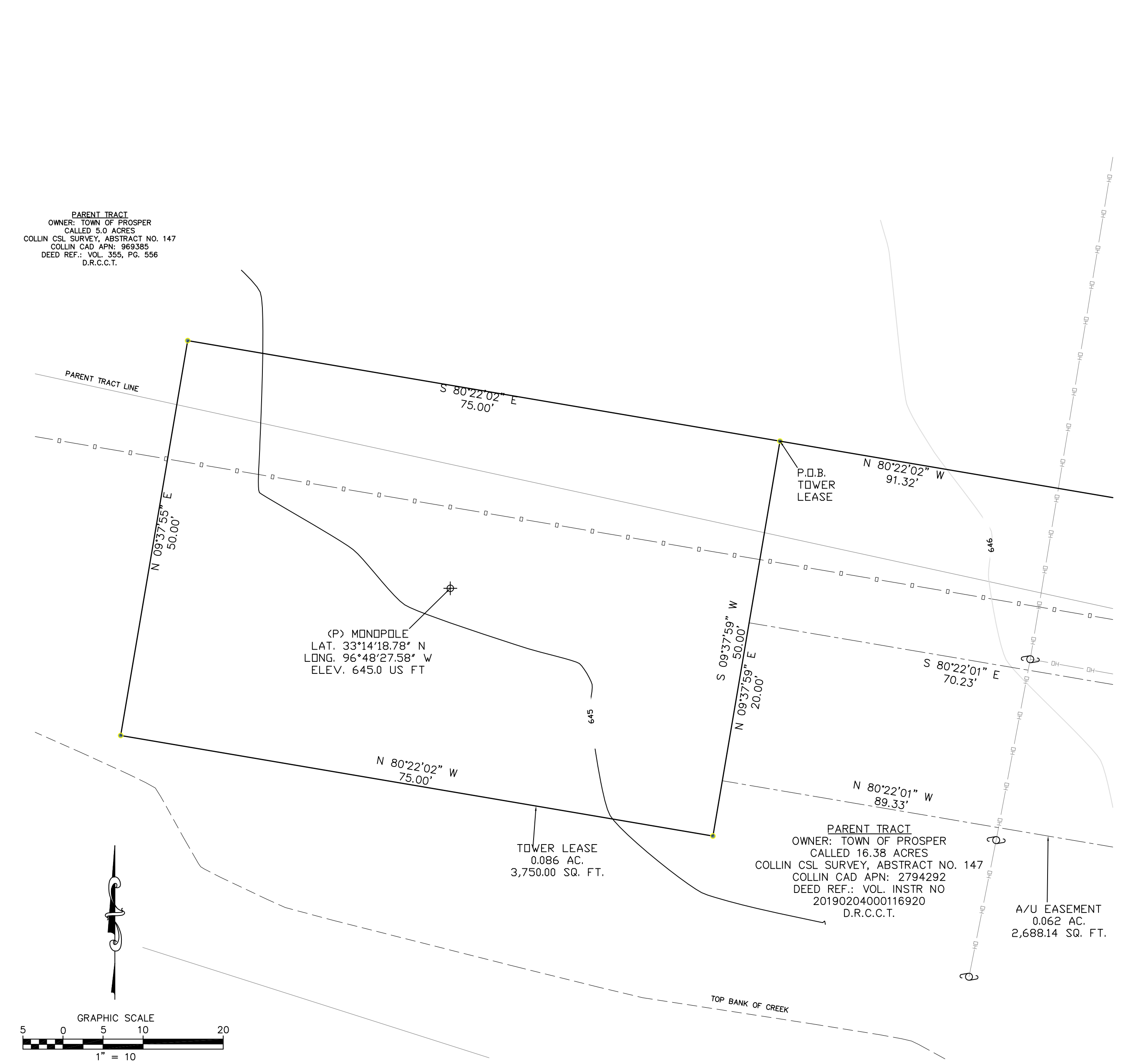
A/U EASEMENT  
 0.062 AC.  
 2,688.14 SQ. FT.



**SITE PLAN** SCALE: 1" = 20' NOTE: IF DRAWING IS 11"x17" REFER TO GRAPHIC SCALE.

**TOWER LEASE**  
 BEING a 0.086 acre (3,750.00 square feet) tract of land situated in the Collin CSL Survey, Abstract No. 147, out of a called 5.0 acres, being described in deed to Town of Prosper, recorded in deed Volume 355, Page 556, in Deed Records, Collin County, Texas, and a called 16.38 acres, being described in deed to Town of Prosper, recorded in deed Instrument No. 20190204000116920, in Deed Records, Collin County, Texas, described in metes and bounds as follows;  
 COMMENCING at a found 1/2" iron rod at southeast corner of said 5.0 acres, situated on the northwest line of W 5th Street (various width public right-of-way);  
 THENCE North 12° 17' 24" West for a distance of 15.81 feet to a point for corner;  
 THENCE North 80° 22' 02" West for a distance of 91.32 feet to a set 1/2" iron rod for the POINT OF BEGINNING;  
 THENCE South 09° 37' 59" West for a distance of 50.00 feet to a set 1/2" iron rod for corner;  
 THENCE North 80° 22' 02" West for a distance of 75.00 feet to a set 1/2" iron rod for corner;  
 THENCE North 09° 37' 55" East for a distance of 50.00 feet to a set 1/2" iron rod for corner;  
 THENCE South 80° 22' 02" East a distance of 75.00 feet to the POINT OF BEGINNING, and containing 0.086 acre (3,750.00 square feet) of land, more or less.

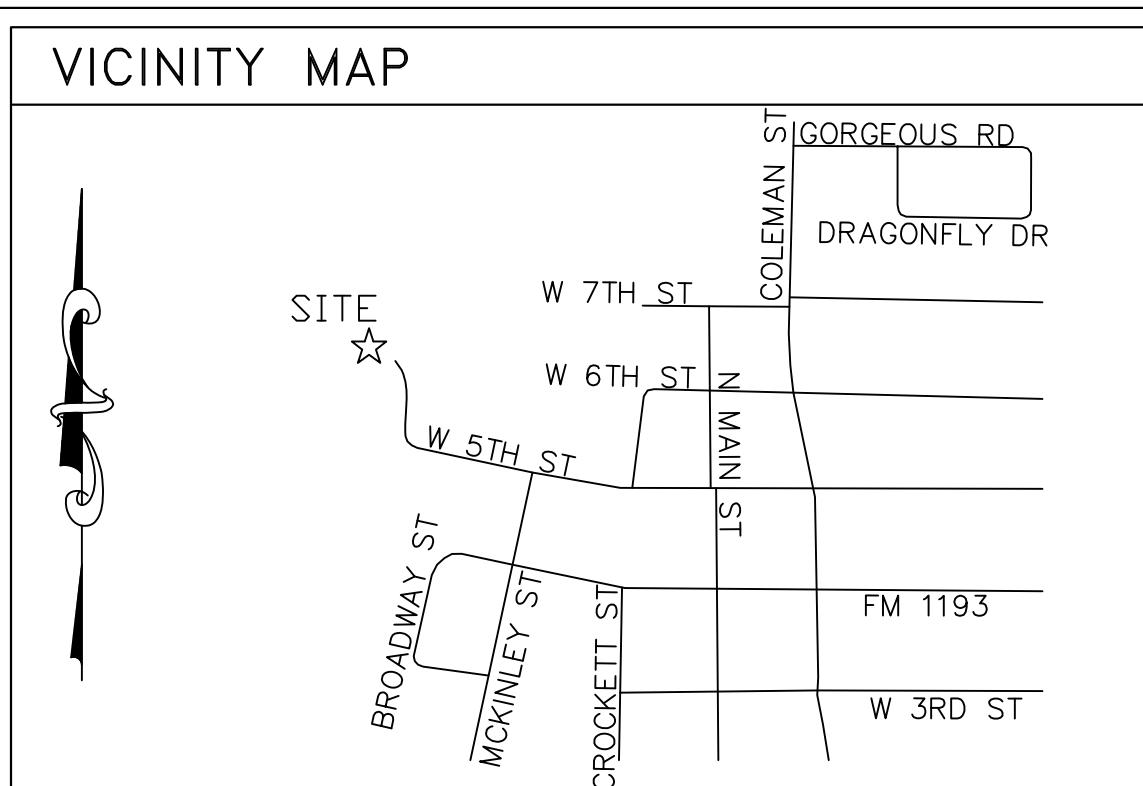
**ACCESS AND UTILITY EASEMENT**  
 BEING a 0.062 acre (2,688.14 square feet) tract of land situated in the Collin CSL Survey, Abstract No. 147, out of a called 5.0 acres, being described in deed to Town of Prosper, recorded in deed Volume 355, Page 556, in Deed Records, Collin County, Texas, and a called 16.38 acres, being described in deed to Town of Prosper, recorded in deed Instrument No. 20190204000116920, in Deed Records, Collin County, Texas, described in metes and bounds as follows;  
 BEGINNING at a found 1/2" iron rod at southeast corner of said 5.0 acres, situated on the northwest line of W 5th Street (various width public right-of-way);  
 THENCE South 12° 17' 19" West across said 16.38 acres for a distance of 27.23 feet to a point for corner;  
 THENCE North 80° 22' 01" West to the southeast line of the called Tower Lease for a distance of 89.33 feet to a point for corner;  
 THENCE North 09° 37' 59" East along said Tower Lease for a distance of 20.00 feet to a point for corner;  
 THENCE South 80° 22' 01" East leaving said Tower Lease for a distance of 70.23 feet to a point for corner;  
 THENCE North 12° 17' 19" East passing at a distance of 8.14 feet the common boundary line of said 16.38 and said 5.0 acres, continuing for a total distance of 45.08 feet to a point for corner;  
 THENCE South 77° 42' 41" East to said right-of-way for a distance of 20.00 feet to a point for corner;  
 THENCE South 12° 17' 19" West along said right-of-way a distance of 36.94 feet to the POINT OF BEGINNING, and containing 0.062 acre (2,688.14 square feet) of land, more or less.



**ENLARGED SITE PLAN** SCALE: 1" = 10'

**PROJECT INFORMATION**  
 CENTER OF TOWER COORDINATES:  
 NAD83:  
 LAT 33° 14' 18.78"  
 LONG 96° 48' 27.58"  
 ELEV. 645.0 FEET (AMSL NAVD88)  
 NOTES:  
 INGRESS/EGRESS IN COMMON WITH LESSOR.  
 LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.  
 LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.  
 BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.  
 BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.  
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0235J, DATED JUNE 02, 2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

- LEGEND**
- SET 1/2" IRON ROD.
  - FOUND 1/2" IRON ROD.
  - P.O.B. POINT OF BEGINNING.
  - P.O.C. POINT OF COMMENCEMENT.
  - FENCE AS NOTED.
  - OVER HEAD UTILITY LINES.
  - WOOD UTILITY POLE.
  - LIGHT STANDARD.
  - BOLLARD.
  - TELCO PEDESTAL.
  - CABLE PEDESTAL.
  - SANITARY SEWER MAN HOLE.
  - ELECTRIC TRANSFORMER.
  - TOWER CENTER.
  - R.O.W. RIGHT-OF-WAY.
  - A/U ACCESS & UTILITY EASEMENT.
  - (E) EXISTING.
  - D.R.C.C.T. DEED RECORDS COLLIN COUNTY TEXAS



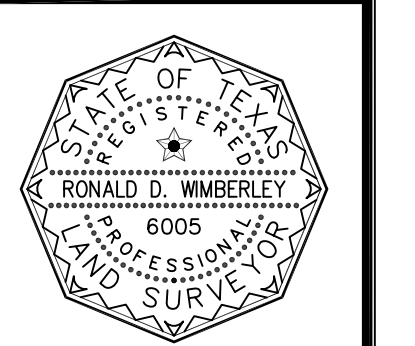
**SURVEYOR'S CERTIFICATE**  
 The undersigned does hereby certify that a survey was made on the ground of the property legally described hereon prepared by the undersigned and is true and correct to the best of my knowledge; the survey correctly shows the location of all buildings, structures and other improvements situated on the property; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on the plat hereon; that subject property has access to a public roadway; and the plat hereon is a true, correct and accurate representation of the property described hereinabove. Furthermore, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon and certifies that the quantity of land shown hereon is correct. This survey meets the applicable requirements for land surveys as defined by the "Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas".

RONALD D. WIMBERLEY  
 R.P.L.S. #6005

PAGE 1 OF 2  
 WSP JOB NO: 19071

**WIMBERLEY SURVEYING PROFESSIONALS**  
 PO BOX 9237  
 GREENVILLE, TEXAS 75404  
 PHONE: (903) 450-8100  
 FAX: (903) 455-2902

**SURVEY**  
 PROSPER LIFT STATION  
 DXL07761  
 601 CENTURY PARK DRIVE  
 PROSPER TX, 75078



DRWN: DJ  
 CK: RDW

NO.	DATE	DESCRIPTION
1	04-08-19	ISSUED
2	04-24-19	REVISION
3	5-31-19	REVISION
4	6-17-19	REVISION
5	6-19-19	REVISION
6	8-20-19	REVISION
7	9-25-19	REVISION

EXHIBIT A  
 CASE #S19-0001

TITLE INSURANCE COMMITMENT NOTE

I HAVE REVIEWED COMMITMENT FOR TITLE INSURANCE, UNDERWRITTEN BY U.S. TITLE SOLUTIONS, WITH A DATE OF THIS REPORT MAY 2, 2019, FILE NO. 63196-TX1904-5030, REFERENCE NO: DXL07761 - PARCEL 2, AND FIND AS FOLLOWS WITH RESPECT TO THE EXCEPTIONS LISTED IN SCHEDULE B OF SAID COMMITMENT:

SCHEDULE B

THIS IS NOT A COMMITMENT OR PRELIMINARY REPORT OF TITLE TO ISSUE A POLICY OR POLICIES OF TITLE INSURANCE. THE EXHIBITS SET FORTH HEREIN ARE INTENDED TO PROVIDE YOU WITH NOTICE OF MATTERS AFFECTING TITLE TO THE LAND DESCRIBED IN THIS REPORT.

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein. GENERAL EXCEPTIONS, NOT THE TYPE TO BE DEPICTED HEREON.

2. Mortgages returned herein. (-0-). See Separate Mortgage Schedule. GENERAL EXCEPTIONS, NOT THE TYPE TO BE DEPICTED HEREON.

3. Any state of facts which an accurate survey might show or survey exceptions set forth herein. GENERAL EXCEPTIONS, NOT THE TYPE TO BE DEPICTED HEREON.

4. Rights of tenants or person in possession. GENERAL EXCEPTIONS, NOT THE TYPE TO BE DEPICTED HEREON.

(Judgments)

5 None of Record. GENERAL EXCEPTIONS, NOT THE TYPE TO BE DEPICTED HEREON.

(Covenants/Restrictions)

6. Buffer Zone Easement (Restrictive Covenant Agreement) by Mahard Egg Farm, Inc. date as of 6/20/1997 recorded 6/24/1997 in book 3939 page 447. DOES AFFECT PARENT PARCEL AND TOWER LEASE. DOES NOT AFFECT A/U EASEMENT. AS SHOWN HEREON IN PARENT TRACT INSERT.

(Easements and Rights of Way)

7. Easement by J. C. Holbrook, and wife, M.C. Holbrook to Texas Power & Light Company, dated 10/13/1924 recorded 12/1/1924 in book 252 page 357. Notes: Easement DOES NOT AFFECT PARENT PARCEL, TOWER LEASE, OR A/U EASEMENT.

8. Easement by J. C. Holbrook, and wife, M.C. Holbrook to Texas Power & Light Company, dated 10/13/1924 recorded 12/1/1924 in book 252 page 358. Notes: Easement DOES NOT AFFECT PARENT PARCEL, TOWER LEASE, OR A/U EASEMENT.

9. Warranty Deed by J.A. Hughes and wife, Hattie Hughes to Town of Prosper, dated 3/10/1955 recorded 3/11/1955 in book 355 page 556. Notes: Easement DOES AFFECT PARENT PARCEL, TOWER LEASE, AND A/U EASEMENT. DESCRIBES 5.0 ACRE PARENT PARCEL. AS SHOWN HEREON IN PARENT TRACT INSERT.

10. Agreement by J. A. Hughes and wife, Hattie Hughes to Lone Star Gas Company, a Corporation, dated 8/15/1955 recorded 12/16/1955 in book 507 page 354. Notes: Easement NO SPECIFIC LOCATIVE INFORMATION GIVEN.

11. Agreement by Jack Hughes to Texas Power & Light Company, dated 12/4/1959 recorded 2/5/1960 in book 562 page 227. Notes: Easement NO SPECIFIC LOCATIVE INFORMATION GIVEN.

12. Agreement by Mahard Egg Farm, Inc. to The County of Collin, dated 2/18/1994 recorded 3/2/1994 in Instrument No :94-0020099. Notes: Easement DOES NOT AFFECT PARENT PARCEL, TOWER LEASE, OR A/U EASEMENT.

13. Utility Easement by Mahard Egg Farm, Inc. to The Town of Prosper, dated 9/22/1996 recorded 5/2/1997 in book 3903 page 219. Notes: Easement DOES NOT AFFECT PARENT PARCEL, TOWER LEASE, OR A/U EASEMENT.

14. Waterline Easement by Mahard Egg Farm, Inc. to The Town of Prosper, dated 3/8/1999 recorded 3/10/1999 in book 4370 page 1506. Notes: Easement DOES NOT AFFECT PARENT PARCEL, TOWER LEASE, OR A/U EASEMENT.

15. Waterline Easement by Mahard Egg Farm, Inc. to The Town of Prosper, dated 3/8/1999 recorded 3/10/1999 in book 4370 page 1510. Notes: Easement DOES NOT AFFECT PARENT PARCEL, TOWER LEASE, OR A/U EASEMENT.

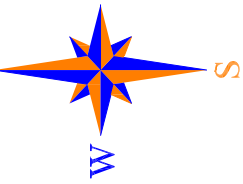
16. Sanitary Sewer Easement by Mahard 2003 Partnership, LP, a Texas limited partnership to The Town of Prosper, dated 3/2/2007 recorded 5/14/2007 in Instrument No :20070514000648370. Notes: Easement DOES AFFECT PARENT PARCEL. DOES NOT AFFECT TOWER LEASE OR A/U EASEMENT. AS SHOWN HEREON IN PARENT TRACT INSERT.

17. Sanitary Sewer Easement & Temp. Construction Easement by Mahard 2003 Partnership, L.P. to The Town of Prosper, Texas, a Texas home-rule municipality, dated 12/15/2016 recorded 2/22/2017 in Instrument No :20170222000232910. Notes: Easement DOES AFFECT PARENT PARCEL. DOES NOT AFFECT TOWER LEASE OR A/U EASEMENT. AS SHOWN HEREON IN PARENT TRACT INSERT.

18. Drainage Easements & Temporary Construction Easement by The Mahard 2003 Partnership, L.P. to The Town of Prosper, Texas, a Texas home-rule municipality, dated 1/31/2019 recorded 2/4/2019 in Instrument No :20190204000116940. Notes: Easement DOES NOT AFFECT PARENT PARCEL, TOWER LEASE, OR A/U EASEMENT.

WIMBERLEY SURVEYING PROFESSIONALS

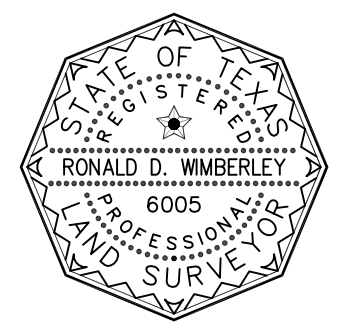
GREENVILLE, TEXAS 75404



SURVEY

PROSPER LIFT STATION DXL07761

601 CENTURY PARK DRIVE PROSPER TX, 75078



DRWN: DJ  
CK: RDW

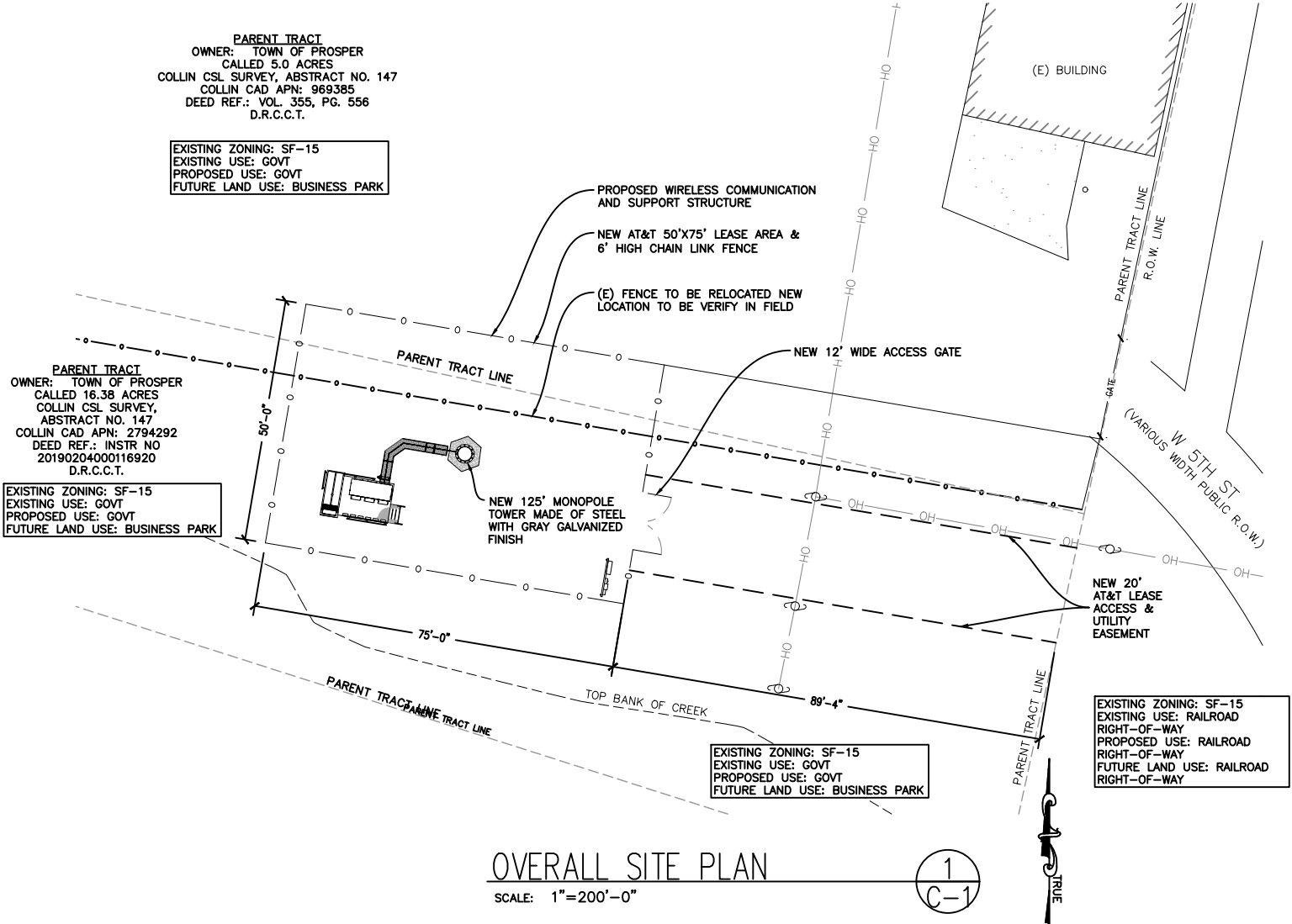
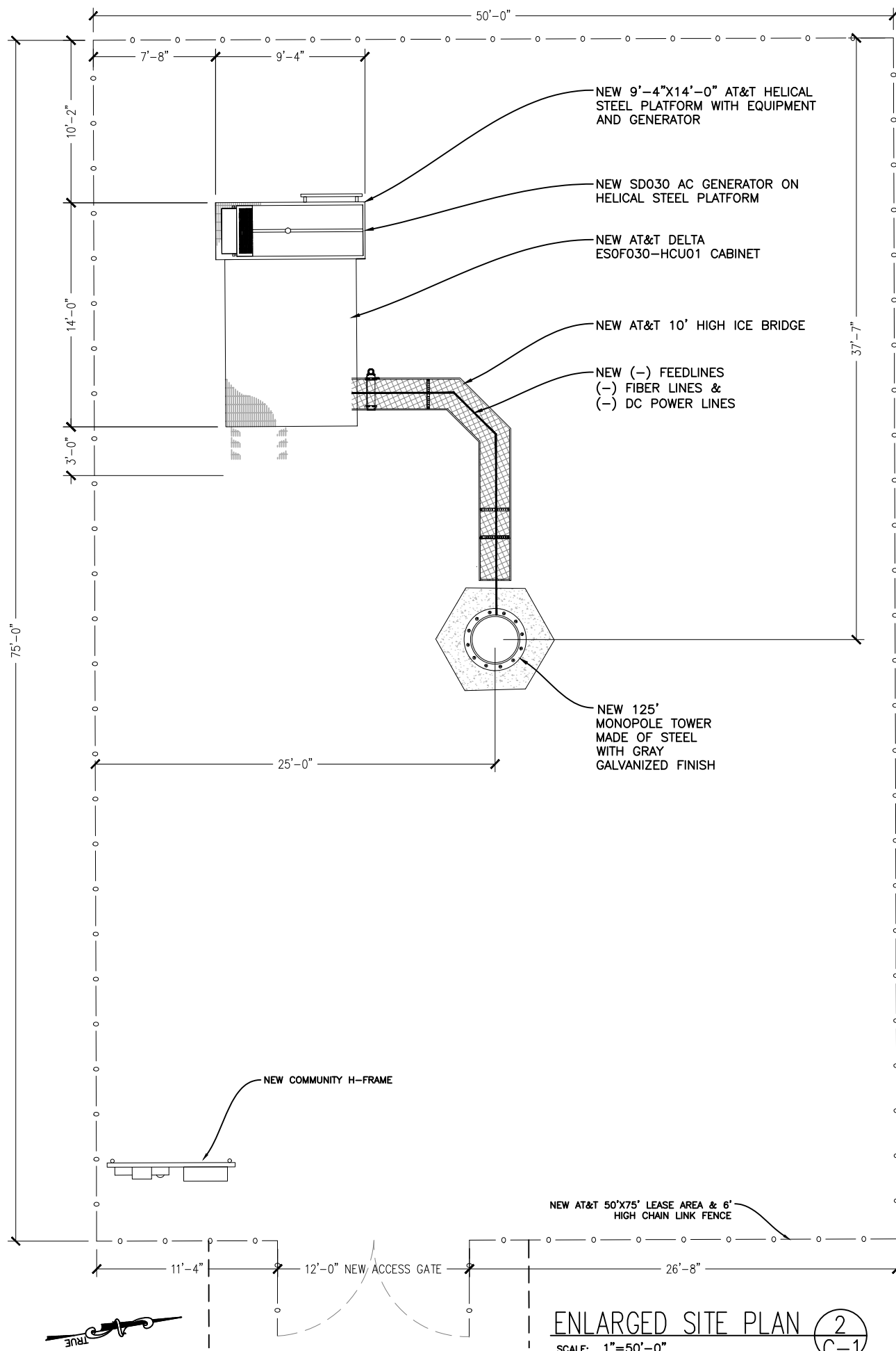
NO.	DATE	DESCRIPTION
1	04-08-19	ISSUED
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4	6-17-19	REVISION
5	6-19-19	REVISION
6	8-20-19	REVISION
7	9-3-19	REVISION

EXHIBIT A

CASE #S19-0001

SURVEYOR'S CERTIFICATE  
The undersigned does hereby certify that a survey was made on the ground of the property legally described hereon prepared by the undersigned and is true and correct to the best of my knowledge; the survey correctly shows the location of all buildings, structures and other improvements situated on the property; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on the plat hereon; that subject property has access to a public roadway; and the plot hereon is a true, correct and accurate representation of the property described hereinabove. Furthermore, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plot of survey and described hereon and certifies that the quantity of land shown hereon is correct. This survey meets the applicable requirements for land surveys as defined by the "Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas".

RONALD D. WIMBERLEY  
R.P.L.S. #6005



**SITE DATA SUMMARY TABLE**

ZONING: SF-15  
 PROPOSED USE: PROPOSED CELL TOWER SITE  
 LOT AREA, EXCLUDING RIGHT-OF-WAY: 3,750.00 S.F. & 0.086 AC.  
 BUILDING AREA: N/A  
 BUILDING HEIGHT: N/A  
 LOT COVERAGE: N/A  
 FLOOR AREA RATIO (FOR NON-RESIDENTIAL ZONING): N/A  
 TOTAL PARKING REQUIRED (WITH RATIO): N/A  
 TOTAL PARKING PROVIDED: N/A  
 HANDICAP PARKING REQUIRED, INCLUDING VAN ACCESSIBLE: N/A  
 HANDICAP PARKING PROVIDED, INCLUDING VAN ACCESSIBLE: N/A  
 INTERIOR LANDSCAPING REQUIRED: N/A  
 INTERIOR LANDSCAPING PROVIDED: N/A  
 SQUARE FOOTAGE OF IMPERVIOUS SURFACE: N/A  
 OPEN SPACE REQUIRED: N/A  
 OPEN SPACE PROVIDED: N/A

- STANDARD NOTES**
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
  - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
  - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
  - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
  - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
  - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
  - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
  - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT 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 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.

DRAWN BY: JAW  
 REVIEWED BY: ELG

SITE NUMBER: DXL07761

REV	DESCRIPTION	DATE
PCD REV A	PRELIM CDS	06
PCD REV B	PRELIM CDS	07
PCD REV C	PRELIM CDS	08
PCD REV D	PRELIM CDS	08

Item 7.

**BROADUS** services

4 COUNTRY PLACE CIRCLE  
 DALWORTHINGTON GARDENS  
 TEXAS 76016

**at&t**

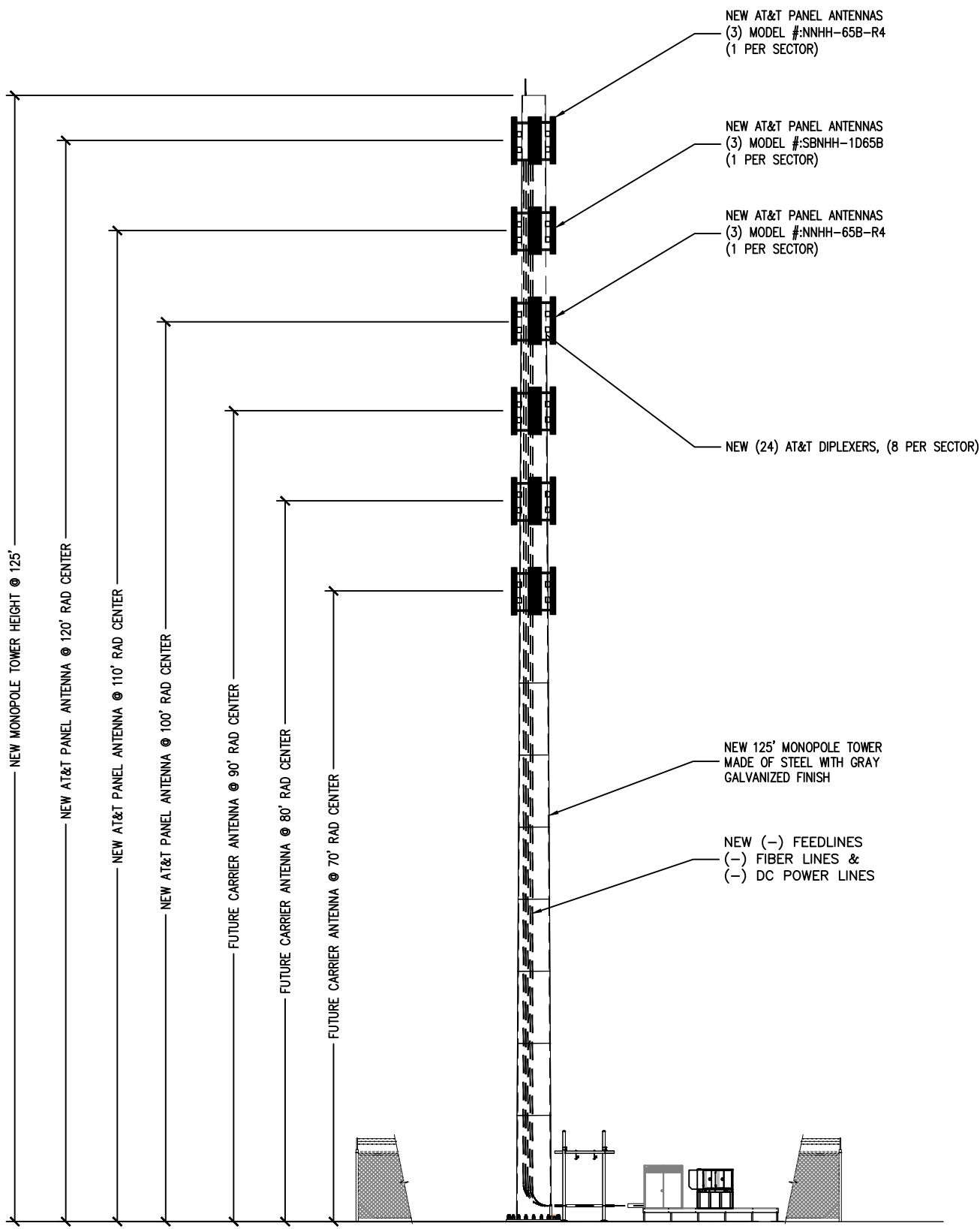
208 S AKARD ST  
 DALLAS, TX 75202

**NEXIUS**

**JACOB GORALSKI, PLLC**  
 CONSULTING ENGINEER  
 TX PE No. 116873  
 FIRM No. F-17021  
 1106 COLBI STREET  
 KENNEDALE, TX 76060  
 (817) 456-2621

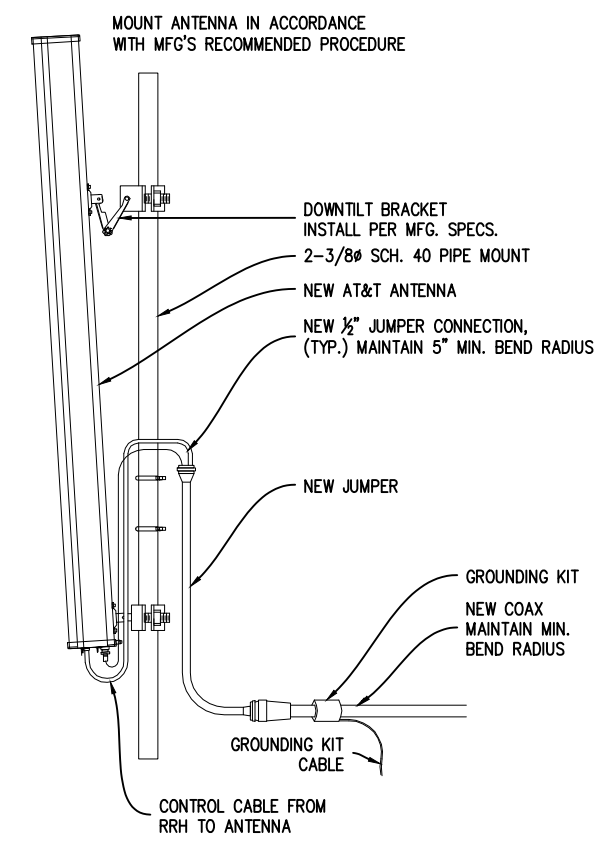
SITE NUMBER: DXL07761  
 SITE NAME: PROSPER LIFT STATION (UNOFFICIAL)  
 SITE ADDRESS: 601 W. FIFTH STREET PROSPER, TEXAS 75078

ANALYSIS AND DESIGN OF STRUCTURE AND FOUNDATION BY OTHERS. REFER TO SEPARATE SHEET FOR MORE INFORMATION. NO MODIFICATION OF STRUCTURE AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



ELEVATION VIEW  
SCALE: NOT TO SCALE

1  
C-2



ANTENNA/RRU MOUNT  
SCALE: NOT TO SCALE

2  
C-2

DRAWN BY: JAW	REVIEWED BY: ELG	
SITE NUMBER: DXL07761		
REV	DESCRIPTION	DATE
PCD REV A	PRELIM CDS	06
PCD REV B	PRELIM CDS	07
PCD REV C	PRELIM CDS	08
PCD REV D	PRELIM CDS	08/23/20

**BROADUS** services

4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS  
TEXAS 76016

**at&t**

208 S AKARD ST  
DALLAS, TX 75202

**NEXIUS**

JACOB GORALSKI, PLLC  
CONSULTING ENGINEER  
TX PE No. 116873  
FIRM No. F-17021  
1106 COLBI STREET  
KENNEDALE, TX 76060  
(817) 456-2621

SITE NUMBER: DXL07761  
SITE NAME: PROSPER LIFT STATION (UNOFFICIAL)  
SITE ADDRESS: 601 W. FIFTH STREET PROSPER, TEXAS 75078



## ADMINISTRATION

**To:** Mayor and Town Council

**From:** Chuck Springer, Executive Director of Administrative Services

**Through:** Harlan Jefferson, Town Manager

**Re:** Town Council Meeting – September 22, 2020

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Tower Site Lease Agreement by and between the Town of Prosper, Texas, and New Cingular Wireless PCS, LLC, for the lease of Town property, generally located at 601 West 5<sup>th</sup> Street which is the Town's Public Works site, for a cell tower.

**Description of Agenda Item:**

New Cingular Wireless PCS, LLC approached Town staff to discuss a cell tower at the Town's Public Works site. The Town recommended that they consider a multi-tenant cell tower to avoid multiple cell towers at this location. New Cingular Wireless PCS, LLC (the "Tenant") is proposing to lease an approximately 3,750 (75' by 50') square-foot portion of the property and they will be responsible for building and maintaining the cell tower. This agreement has a six-month option period for one-time payment of \$2,000. The option period will allow the Tenant to perform geological and engineering tests at the site and apply for all required permits. The Tenant has up to six months to exercise the option, at which point the five-year term of the agreement begins. The lease agreement is at a monthly rate of \$2,000 for an initial five-year term with optional renewals of five additional five-year terms. The rental rate of \$2,000 increases annually at a rate of 2.5%. If the tenant does not exercise the option to lease the property, the Town will retain the \$2,000 option payment and the lease will be cancelled.

This agreement allows for the tenant to lease the tower to additional cellular companies (collocators) at a rate of \$750 for the first collocator and \$250 for each third or additional collocator. This lease agreement is at the same rate \$2,000 per month as the lease agreement at Frontier Park. This is the first Town agreement to allow for a collocator on a cell tower constructed by the tenant.

The proposed Site Lease Agreement contains an Exhibit C that is a rendering of the proposed tower. The Site Lease Agreement requires in Section 8 that the Tenant must go through the Town's development process in order to obtain a Specific Use Permit ("SUP") for all proposed improvements. This section states that the proposed improvements shall be in substantial conformity with Exhibit C. The approval of this Tower Lease Agreement is independent of the Town's process for consideration of the SUP, this agreement does not guarantee approval of the SUP. The SUP for this applicant is also on this agenda for consideration.

**Budget Impact:**

The Town will receive \$2,000 for the option term and \$2,000 per month should the option be exercised by the Tenant. The Town may also receive additional rent should the Tenant find additional cellular firms to collocate on the tower.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the Tower Site Lease Agreement as to form and legality.

**Attached Documents:**

1. Tower Site Lease Agreement
2. Memorandum of Lease

**Town Staff Recommendation:**

Town staff recommends the Town Council authorize the Town Manager to execute a Tower Site Lease Agreement by and between the Town of Prosper, Texas and New Cingular Wireless PCS, LLC, for the lease of Town property, generally located at 601 West 5<sup>th</sup> Street which is the Town's Public Works site, for a cell tower.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Tower Site Lease Agreement by and between the Town of Prosper, Texas and New Cingular Wireless PCS, LLC, for the lease of Town property, generally located at 601 West 5<sup>th</sup> Street which is the Town's Public Works site, for a cell tower.



## TOWER SITE LEASE AGREEMENT

**THIS TOWER SITE LEASE AGREEMENT** (this "Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Execution Date"), by and between the Town of Prosper, Texas, a Texas municipal corporation ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, Georgia 30319 ("Tenant").

**1. Premises.** Subject to the following terms and conditions, Landlord grants to Tenant an exclusive option (the "**Option**") to lease a portion of the real property (the "Property") described in Exhibit A, attached hereto and incorporated by reference. Tenant's use of the Property shall be limited to that portion of the Property ("Equipment Space"), together with temporary easements for access and utilities, described and depicted in the site plan attached hereto as Exhibit B and incorporated by reference (collectively referred to hereinafter as the "Premises"). The Equipment Space, located at 601 W. Fifth Street in the Town of Prosper, Collin County, Texas, is comprised of approximately 3,750 (75' x 50') square feet.

**2. Option To Lease.**

(a) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand and No/100 Dollars (\$2,000.00) within thirty (30) business days after the Execution Date. The Option may be exercised during a period of six (6) months commencing on the Execution Date (the "**Option Term**").

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement

will terminate, and the parties will have no further liability to each other.

(d) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

**3. Term.** The initial term of this Lease shall be five (5) years, commencing on the date Tenant exercises the Option (the "Commencement Date") and terminating at Midnight on the last day of the sixtieth (60th) full month following the Commencement Date. This Lease will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions (except Rent, which shall be subject to Paragraph 5 of this Lease) unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Lease at least ninety (90) days prior to the expiration of the existing Term.

**4. Permitted Use.** The Premises may be used by Tenant for (i) the transmission and reception of communications signals; (ii) the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("Structure"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises as defined in Paragraph 9; and (iii) activities related to any of the foregoing. Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services. Tenant shall obtain (prior to or after the Commencement Date), at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals"). Tenant shall not sublease, sublicense or grant the right of use of all or any part of the Premises to any other party without the consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord, provided Landlord's consent shall not be required for any use of the Premises to provide FirstNet services, or as otherwise required by any law or regulation governing Tenant's operation of the Communication Facilities (as hereinafter defined).

**5. Rent.**

(A) Commencing upon the Commencement Date, Tenant shall pay Landlord,

as rent, the sum of Two Thousand Dollars and No Cents (\$2,000.00) per month ("Rent") for the first twelve-month period. Rent shall be payable on the first day of each month, in advance, to the Town of Prosper, at Landlord's address specified in Paragraph 15, below. The initial Rent payments shall be paid within forty-five (45) days after the Commencement Date. Rent shall increase at a rate of 2.5% annually. If the Commencement Date should be other than the first day of a calendar month, Rent shall be prorated to the end of that calendar month. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant.

(B) In the event Tenant sublets or licenses space on the Structure to a third party collocator (a "Collocator") other than New Cingular Wireless PCS, LLC, or its affiliates, Tenant shall remit an amount equal to Seven Hundred Dollars (\$750.00) of the Rent for each such Collocator to Landlord (the "Landlord's Revenue Share"). In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord's Revenue Share in the amount of Two Hundred Fifty Dollars (\$250) for each additional Collocator. Tenant's obligation to pay Landlord's Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator removes their equipment from the Structure and Tenant notifies Landlord in writing.

**6. Holdover Rent.** If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except as to Rent, which shall be fifteen percent (15%) over the most recent Term's monthly Rent.

**7. Interference.**

(A) Tenant shall not use the Premises in any way that interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Such interference shall be deemed by Landlord a material breach and, upon notice to Tenant, may terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Landlord shall have the right, in addition to any rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately. Landlord makes no warranty or representation, express or implied, that the airspace used by Tenant will be free of electronic or other interference.

(B) Landlord shall not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of Tenant or the rights of Tenant under this Lease, provided none of the users have any right to the Property upon the Commencement Date of this Lease. Landlord shall endeavor to promptly cause any such interference to cease after receipt

of notice of interference from Tenant. In the event any such interference to Tenant's operations does not cease within forty-eight (48) hours after receipt of notice of from Tenant specifying the exact nature and cause of the interference, Landlord shall cause all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) to cease until the interference has been corrected. The parties acknowledge that continuing interference may cause irreparable injury and, therefore, Tenant shall have the right, in addition to any rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately.

**8. Specific Use Permit - Requirement.** Tenant shall be required to go through the Town of Prosper's development process to obtain a Specific Use Permit (the "SUP") for all proposed improvements. The proposed improvements shall be in substantial conformity to the proposed improvement shown in the rendering attached hereto as Exhibit C. The approval of this Tower Lease Site Agreement is independent of the Town's process for a SUP. Tenant's obligations hereunder shall be contingent upon Tenant obtaining a SUP.

**9. Improvements; Utilities; Access.**

(A) Tenant shall have the right, at its expense, to erect and maintain on the Premises a Structure, communications fixtures and related equipment, cables, accessories, improvements, equipment shelters or cabinets, fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facilities"). The location of all such improvements, including the Communications Facilities, are depicted in Exhibit B. Landlord shall approve the location of such all improvements including the Communication Facilities. With the prior written notice to Landlord, Tenant shall have the right to replace or upgrade the Communication Facilities (other than the communications tower) at any time during the term of this Lease without prior written notice to Landlord, provided such replacements and upgrades do not alter the location or size of the Premises or materially alter the visual impact of the Communications Facilities from outside the premises, subject to any limitations and requirements of the SUP for these improvements, and as referenced in Paragraph 7, above. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Communication Facilities shall remain the exclusive property of Tenant and shall be deemed personal property for purposes of this Lease. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. Tenant shall have the right to remove the Communication Facilities upon the termination of this Lease; provided, however, that Tenant shall return the Premises to Landlord in the same condition as of the date of this Lease, reasonable wear and tear excepted.

(B) Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in good condition and repair during the term of this Lease. Tenant shall repair any damage, caused by Tenant, on

Landlord's Property including damage to the turf from the initial installation, or any other time during the term of this Lease, within ten (10) business days after receipt of notice of the damage. Further, Tenant shall comply with all conditions of the SUP, including but not limited to the planting of all trees, shrubs, land cover and other related landscape features, all as approved by the Town or its designee. Upon termination of this Lease, the Premises shall be returned to Landlord in the same condition as of the date of this Lease, reasonable wear and tear excepted.

(C) Tenant shall pay any utility charges due to Tenant's use of the Premises. Tenant shall not use utilities installed by or for Landlord. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Upon termination of this Lease, Tenant shall terminate and cut off all underground utilities installed for Tenant and shall remove all above ground utilities installed for Tenant.

(D) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant a temporary easement ("Easement") for ingress, egress, utilities, telecommunications services and access (including access as described in Paragraph 1) to the Premises adequate to service the Premises and the Communication Facilities at all times during the term of this Lease. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall terminate upon the termination of this Lease.

(E) Tenant and Landlord shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease, provided Landlord shall not alter the Communications Facilities in any way. Landlord agrees to notify Tenant at 972-342-9367 at least 24 hours in advance prior to entering the Premises for any reason, except in cases of emergency. Failure to allow access to Tenant within twenty-four (24) hours after notice of such failure shall be an event of default, and Tenant shall have the right to exercise any rights that it may have at law or in equity.

(F) Landlord reserves the right, at any time, to perform any type of maintenance and/or repair on the Property; provided however, except in emergency situations, if any maintenance and/or repair work will substantially affect Tenant's permitted uses of the Premises, Landlord will use its best efforts to provide Tenant with at least ten (10) days' prior written notice of the intended repair and/or maintenance work, along with a schedule showing dates and duration of such repair and/or maintenance work. Landlord shall also provide Tenant with the opportunity, at Tenant's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facilities generally, to protect them from damage. Tenant shall be permitted to install temporary facilities necessary to keep its Communication Facilities operational, subject to Landlord's prior written consent, which consent shall not be unreasonably withheld. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. If any temporary facilities are

installed as a result of this paragraph, Tenant shall remove said temporary facilities immediately upon Landlord's completion of any maintenance and/or repair work.

**10. Termination After Commencement.** If either party breaches any provision of this Lease or otherwise commits an event of default, the non-breaching party shall give the other party written notice of the breach. If the breaching party has not cured the breach within thirty (30) days of such notice ("Cure Period"), except as otherwise provided herein, this Lease may be terminated by the non-breaching party, without any penalty or further liability of the non-breaching party. The following shall constitute events of default:

- (A) Failing to pay Rent when due.
- (B) Failing to pay taxes, assessments, insurance payments or other charges required to be paid by Tenant under this Lease.
- (C) Failing to use, maintain and operate the Premises as required by this Lease.
- (D) Committing waste on the Premises.
- (E) Maintaining, committing or permitting the maintenance or commission of a nuisance on the Premises.
- (F) Denying access to the Premises.
- (G) Using the Premises or Property for any unlawful purpose, whether the purpose is in addition to or in lieu of, the uses specifically permitted by this Lease.
- (H) Failing to comply with the terms and conditions of this Lease within the Cure Period.
- (I) At the time the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking.

**11. Effect of Termination.** No termination of this Lease shall relieve either party from paying any sum or sums then due and payable under this Lease, or from any claims for damages accruing under this Lease. No termination will prevent either party enforcing payment of the sum or sums or claims for damages by any remedy provided by law. The rights and remedies under this Lease are cumulative and non-exclusive, and the parties may pursue any of those rights and remedies or any other remedies provided by Texas law.

**12. Waiver.** No waiver by either party of a breach of any provision of this Lease may be deemed or alleged to be a continuing waiver or a waiver of any other breach, whether the same or of any other covenant, condition or restriction of this Lease.

**13. Insurance.** Tenant, at its own expense, shall provide and maintain in force

during the term of this Lease liability insurance (covering bodily injury, including death, and property damage) in the amount of Two Million Dollars (\$2,000,000.00) including Landlord as an additional insured, with one (1) or more insurance companies authorized to transact business in Texas. Tenant shall provide Landlord with a certificate of insurance indicating such coverage prior to beginning any activities under this Lease. Tenant shall notify Landlord in writing of any cancellation of a required policy that is not replaced not less than sixty (60) days prior to the effective date of such changes. All insurance shall be with companies with a "Best's" Insurance Rating of A- VII or better. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

#### **14. Hold Harmless/Release.**

(A) Tenant shall defend, indemnify and hold harmless Landlord and its Town Council members, officers, agents, representatives and employees from any and all claims, demands, liabilities and expenses (including reasonable attorney's fees and costs of defense) arising from the conduct or management of Tenant's business on the Premises or from its use of the Premises; or from any act or negligence of Tenant, its agents, contractors, employees, subtenants or licensees in or about the Premises, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

(B) Tenant hereby further releases, waives, discharges, holds harmless, indemnifies and agrees not to sue Landlord, its Town Council members, officers, agents, employees, and representatives (hereinafter referred to as the "Releasees"), for any and all rights and claims arising from, including without limitation, the Releasees' own negligence which Tenant hereafter and/or which may accrue to Tenant from any and all damages which may be sustained by Tenant, the Communication Facilities and related equipment, in connection with the uses described herein and/or the performance of this Lease. The release and waiver shall be binding on Tenant, its officers, directors, agents, employees, representatives, servants and assigns.

(C) To the extent allowed by Texas law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(D) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 13 and provide the indemnifying party with

copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**15. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following:

If to Landlord:       Town Manager  
                              P.O. Box 307  
                              Prosper, Texas 75078

If to Tenant:         New Cingular Wireless PCS, LLC  
                              Att'n: Network Real Estate Administration  
                              Re: Site # DXL07761; Name: Prosper Lift Station (TX),  
                              Fixed Asset # 14296177  
                              1025 Lenox Park Blvd. NE, 3rd Floor  
                              Atlanta, Georgia 30319

With a copy to:       New Cingular Wireless PCS, LLC  
                              Att'n: Legal Department – Network Operations  
                              Re: Site # DXL07761; Name: Prosper Lift Station (TX),  
                              Fixed Asset # 14296177  
                              208 S. Akard Street  
                              Dallas, Texas 75202-4206

**16. Title and Authority.** Landlord covenants and warrants to Tenant that (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Lease; (iii) Landlord has the full right, power and authority to execute this Lease; (iv) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant. If the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest. Landlord covenants that Tenant may



quietly enjoy the Premises.

**17. Environmental Laws.** Landlord and Tenant each represent, warrant and covenant that it will conduct its activities on the Property in compliance with all applicable state and/or federal environmental laws. Landlord and Tenant shall each be responsible for its own environmental liabilities that relate to or arise from its respective activities on the Property to the extent required by law. In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity to terminate this Lease upon written notice to Landlord.

**18. Assignment and Subleasing.** Tenant will have the right to assign this Lease or sublease space on the Structure, and its rights herein, in whole or in part, without Landlord's consent, subject to the assignee assuming all of Tenant's obligations herein and subject to any financing entity's interest, in any, in this Lease. Additionally, Tenant may, with prior notice to Landlord, mortgage or grant a security interest in this Lease and the Communication Facilities. Otherwise, this Lease is not assignable without the prior written consent of Landlord.

**19. Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

**20. Miscellaneous Provisions.**

(A) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind that are not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(B) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall hold the other party harmless from any claims for commission by such broker.

(C) This Lease shall be construed in accordance with the laws of the State of Texas. Exclusive venue shall be in Collin County, Texas.

(D) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect,

(E) This Lease may be executed in any number of counterparts and all such

counterparts shall be deemed to constitute a single lease, and the execution of one (1) counterpart by any Landlord shall have the same force and effect as if he had signed all the other counterparts.

(F) Notwithstanding anything herein to the contrary, neither Landlord nor Tenant shall be liable for the failure to perform its respective duties under this Lease if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of Landlord or Tenant.

(G) The parties agree that Landlord has not waived its sovereign immunity by entering into and performing its obligations under this Lease.

(H) Tenant will maintain its equipment in compliance with FCC guidelines and will comply with any applicable state or federal law. Landlord agrees, if required by any federal, state and local laws, orders, rules and regulations ("Laws") governing the operation of the Communication Facilities, to allow Tenant to post warning signs, in a location approved by Landlord and in accordance with the Town of Prosper's Code of Ordinances, as it exists or may be amended, for the purpose of complying with such Laws.. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(I) After five (5) years, Tenant may terminate this Lease upon ninety (90) days' written notice to Landlord.

(J) Nothing in this Lease shall be construed to create any right in any third party not a signatory to this Lease, and the Parties do not intend to create any third party beneficiaries by entering into this Lease.

(K) The Parties agree that irreparable damage would occur if any of the provisions of this Lease were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Lease and to enforce specifically the terms and provisions of the Lease this being in addition to any other remedy to which the Parties are entitled at law or in equity.

(L) Each signatory represents this Lease has been read by the party for which this Lease is executed and that such party has had an opportunity to confer with its counsel.

(M) Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(N) Contemporaneously with the execution of this Lease, the parties will execute a recordable Memorandum of Lease in mutually agreeable form. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(O) As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

**21. Condemnation.** In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**22. Taxes.**

(A) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, if any, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Tenant's responsibility for taxes under this Section 21 shall be limited to any proportionate increase in taxes that is attributable to the value of Tenant's leasehold improvements. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(B) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt. For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant, with respect to the

valuation of the Premises. Upon request and where deemed appropriate by Tenant, Landlord shall assign to Tenant all of Landlord's right, title and interest in and to any protest right or refund claim for taxes for which Tenant is responsible under this Section 21. The expense of any proceedings described in this Section 21(b) shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid or borne by Tenant.

(C) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(c) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant.

(D) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 14. Promptly after the effective date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

**23. Casualty.** Landlord shall endeavor to provide notice to Tenant of any casualty or other harm affecting the Premises within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facilities is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Tenant undertakes to rebuild or restore the Premises and/or the Communication Facilities, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facilities is completed. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

Market: Central Region/North Texas  
Cell Site NumberDXL07761  
Cell Site Name: Prosper Lift Station  
Search Ring Name:  
Fixed Asset Number: 14296177

**IN WITNESS WHEREOF**, the parties have caused this Lease to be duly executed as of the date first above written.

**LANDLORD:**

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Harlan Jefferson, 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.

\_\_\_\_\_  
Notary Public, State of Texas

Market: Central Region/North Texas  
Cell Site Number: DXL07761  
Cell Site Name: Prosper Lift Station  
Search Ring Name:  
Fixed Asset Number: 14296177

**TENANT:**

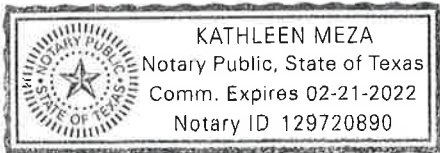
**NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: *Leigh Ann Dodson*  
Print Name: Leigh Ann Dodson  
Its: Area Manager, RE&C NTX Ops  
Date: 9/9/2020

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 9<sup>th</sup> day of September, 2020, by Leigh Ann Dodson, Area Manager, RE&C NTX Ops of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, on behalf of Tenant.



*Kathleen Meza*  
Notary Public, State of Texas

## **EXHIBIT A**

### **Legal Description of the Property**

SITUATED in Collin County, Texas, and being a part of Block 27 in Survey No. 12 of the Collin County School Land Survey, and being a part of 59 1/3 acre tract described in a deed from Kansas City Life Insurance Company to J.A. Hughes dated Sept. 30, 1941; BEGINNING at a stake in the west right of way line of the St. Louis, San Francisco, and Texas Railway Company, said stake being S 11 deg. 30' W 511 feet from the northeast corner of said 59 1/3 acres;  
THENCE S 11 deg. 30' W with said right-of-way line 363.0 feet to a stake;  
THENCE N 78 deg. 30' W 600,0 feet to a stake;  
THENCE N 11 deg. 30' E 363.0 feet to a stake;  
THENCE S 78 deg. 30' E 600.00 feet to the place of beginning, and containing 5.00 acres of land.

***[Insert Legal Description of 16.38 acres tract identified as APN: 2794292]***

**EXHIBIT B**

**Legal Description of the Premises**

BEING a 0.086 acre (3,750.00 square feet) tract of land situated in the Collin CSL Survey, Abstract No. 147, out of a called 5.0 acres, being described in deed to Town of Prosper, recorded in deed Volume 355, Page 556, in Deed Records, Collin County, Texas, and a called 16.38 acres, being described in deed to Town of Prosper, recorded in deed Instrument No. 20190204000116920, in Deed Records, Collin County, Texas, described in metes and bounds as follows;

COMMENCING at a found 1/2" iron rod at southeast corner of said 5.0 acres, situated on the northwest line of W 5th Street (various width public right-of-way);

THENCE North 12° 17' 24" West for a distance of 15.81 feet to a point for corner;

THENCE North 80° 22' 02" West for a distance of 91.32 feet to a set 1/2" iron rod for the POINT OF BEGINNING;

THENCE South 09° 37' 59" West for a distance of 50.00 feet to a set 1/2" iron rod for corner;

THENCE North 80° 22' 02" West for a distance of 75.00 feet to a set 1/2" iron rod for corner;

THENCE North 09° 37' 55" East for a distance of 50.00 feet to a set 1/2" iron rod for corner;

THENCE South 80° 22' 02" East a distance of 75.00 feet to the POINT OF BEGINNING, and containing 0.086 acre (3,750.00 square feet) of land, more or less.

**ACCESS AND UTILITY EASEMENT**

BEING a 0.082 acre (3,576.67 square feet) tract of land situated in the William Perrin Survey, Abstract No. 708, out of a called Lot 2R Allen Business Centre, an addition to the city of Allen, Collin County, Texas, according to the plat recorded in Volume E, Page 142, Plat Records, Dallas County, Texas, being described in deed to City of Allen, recorded in deed Volume 5961, Page 142, in Deed Records, Collin County, Texas, described in metes and bounds as follows;

COMMENCING at a found 1/2" iron rod at northwest corner of said Lot 2R Allen Business Centre;



Market: Central Region/North Texas  
Cell Site Number: DXL07761  
Cell Site Name: Prosper Lift Station  
Search Ring Name:  
Fixed Asset Number: 14296177

Item 8.

THENCE South 08° 21' 50" West for a distance of 108.38 feet to a point for the POINT OF BEGINNING;

THENCE North 80° 22' 02" West for a distance of 166.32 feet to a point for corner;

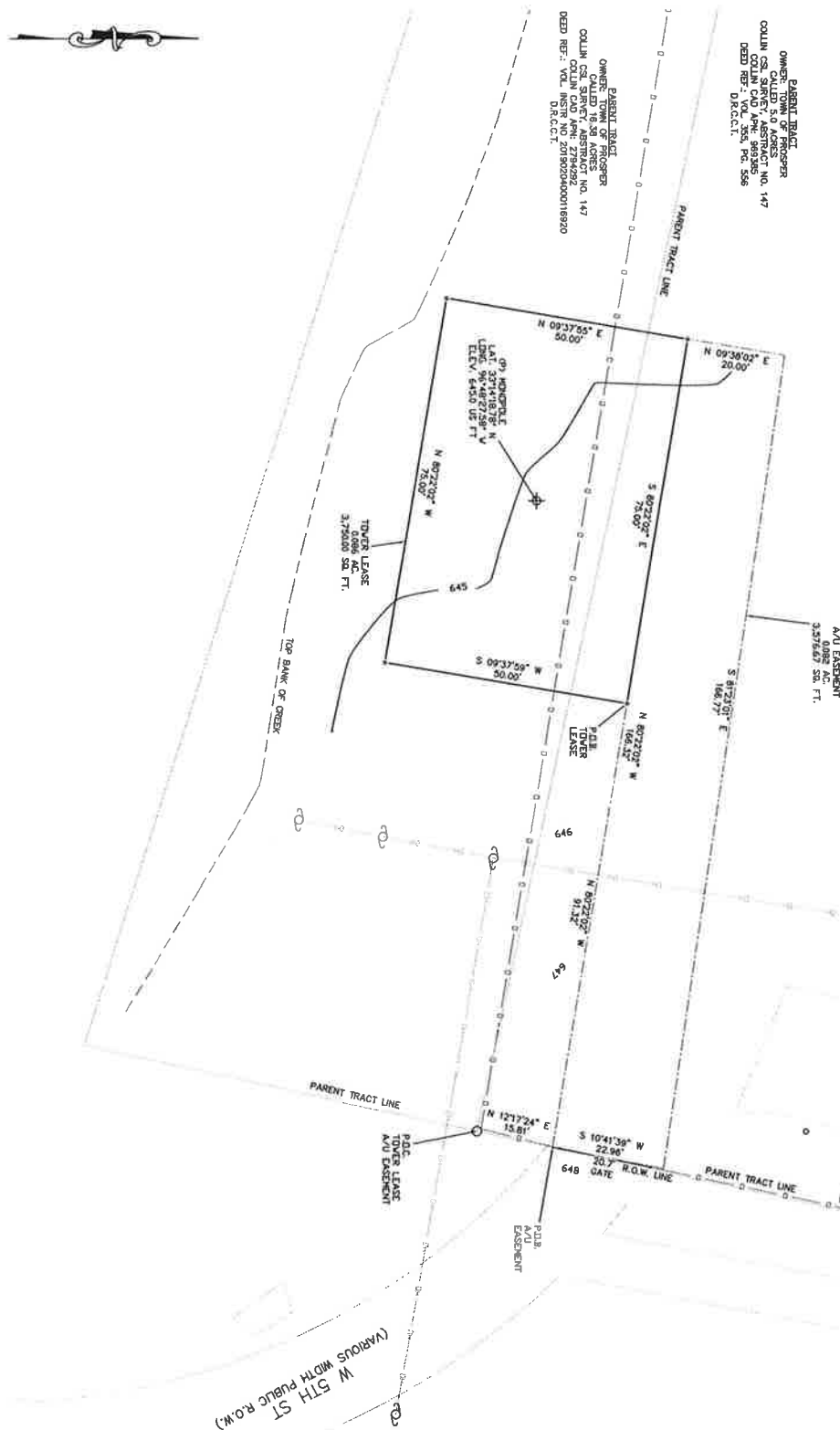
THENCE North 09° 38' 02" East for a distance of 20.00 feet to a point for corner;

THENCE South 81° 23' 01" East for a distance of 166.77 feet to a point for corner;

THENCE South 10° 41' 39" West a distance of 22.96 feet to the POINT OF BEGINNING, and containing 0.082 acre (3,576.67 square feet) of land, more or less.

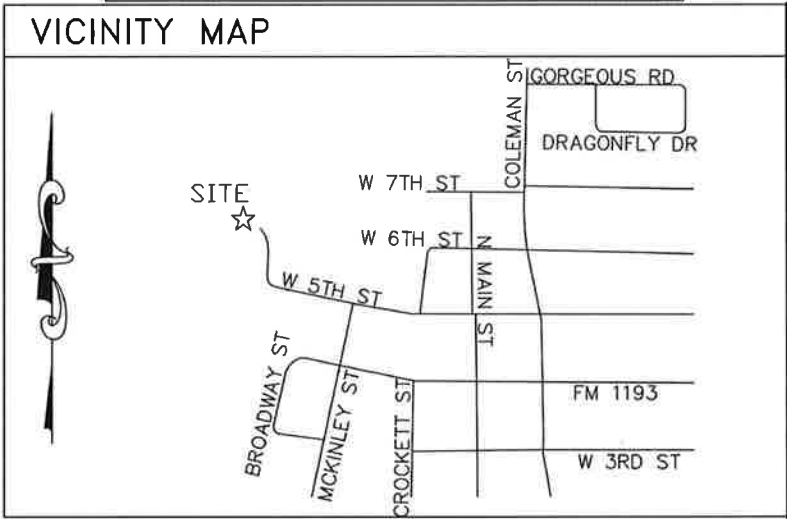
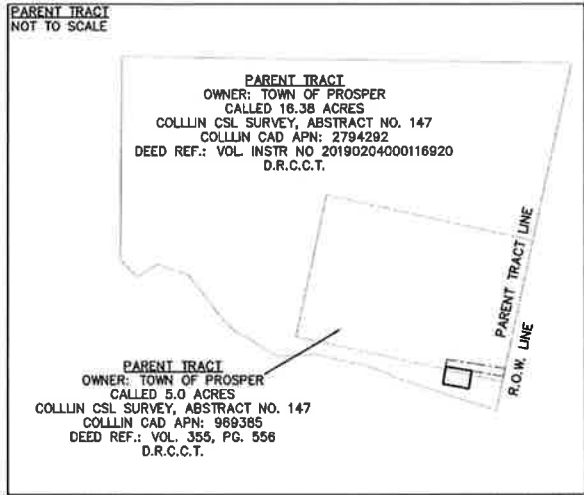
Market: Central Region/North Texas  
 Cell Site Number: DXL07761  
 Cell Site Name: Prosper Lift Station  
 Search Ring Name:  
 Fixed Asset Number: 14296177

**EXHIBIT B**  
**Site Plan of the Premises**



Market: Central Region/North Texas  
 Cell Site Number: DXL07761  
 Cell Site Name: Prosper Lift Station  
 Search Ring Name:  
 Fixed Asset Number: 14296177

Item 8.



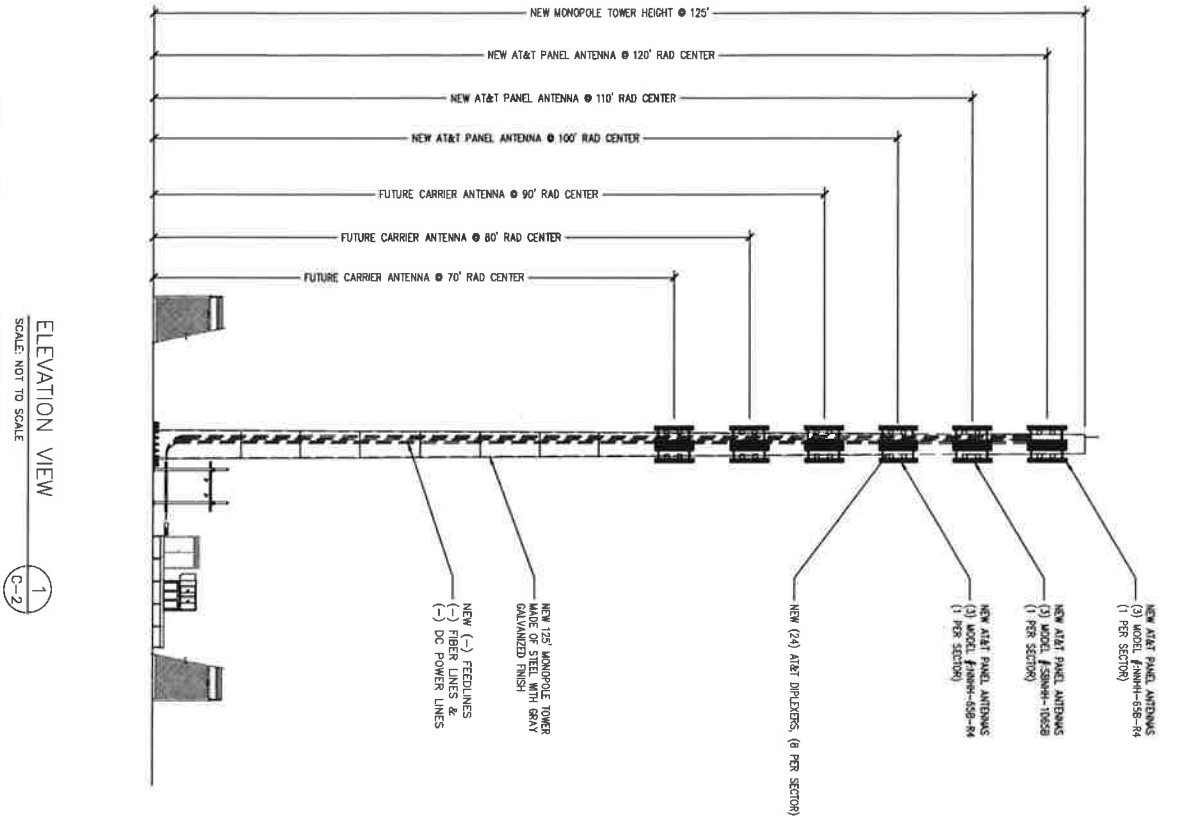
Market: Central Region/North Texas  
Cell Site Number: DXL07761  
Cell Site Name: Prosper Lift Station  
Search Ring Name:  
Fixed Asset Number: 14296177

Item 8.

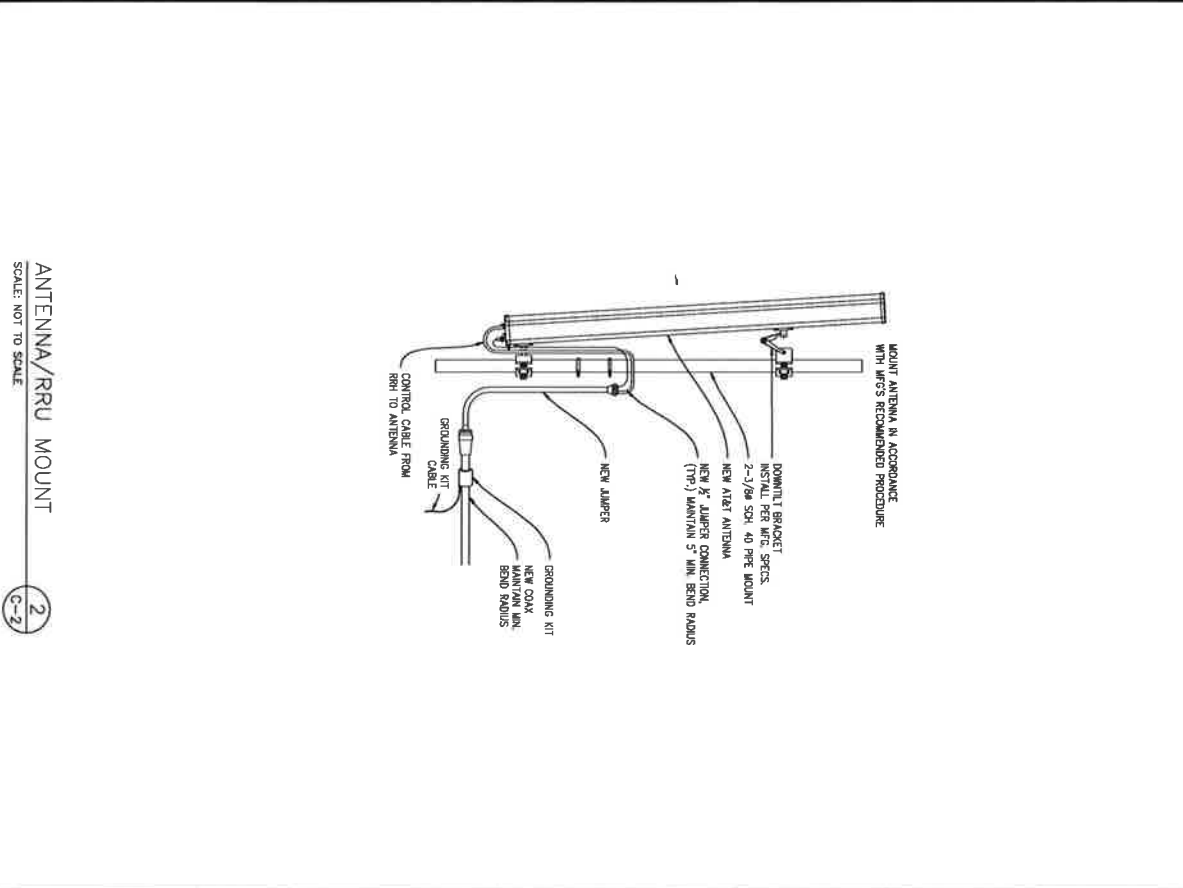
**EXHIBIT C**

**Rendering of Proposed Improvements**

ANALYSIS AND DESIGN OF STRUCTURE AND FOUNDATION BY OTHERS REFER TO SEPARATE SHEET FOR MORE INFORMATION. NO MODIFICATION OF STRUCTURE AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



ELEVATION VIEW  
SCALE: NOT TO SCALE  
1  
C-2



ANTENNA/RRU MOUNT  
SCALE: NOT TO SCALE  
2  
C-2

SHEET NAME: ELEVATION & ANTENNA MOUNT  SHEET #: <b>EX-C</b>	SITE NUMBER: DXL07761 SITE NAME: PROSPER LIFT STATION (UNOFFICIAL) SITE ADDRESS: 601 W. FIFTH STREET PROSPER, TEXAS 75078	JACOB GORALSKI, PLLC CONSULTING ENGINEER TX REG. NO. 118973 1006 COLAS STREET KENDALE, TX 75060 (817) 458-2521	208 S AKARD ST DALLAS, TX 75202 <b>at&amp;t</b>	BROADUS services 4 COUNTRY PLACE CIRCLE DALLORTHINGTON GARDENS TEXAS 75019	DRAWN BY: JAW REVIEWED BY: ELG SITE NUMBER: DXL07761 <table border="1"> <thead> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>PCD REV A</td> <td>PRELIM CDS</td> <td>06/27/19</td> </tr> <tr> <td>PCD REV B</td> <td>PRELIM CDS</td> <td>07/31/19</td> </tr> <tr> <td>PCD REV C</td> <td>PRELIM CDS</td> <td>08/20/20</td> </tr> <tr> <td>PCD REV D</td> <td>PRELIM CDS</td> <td>08/25/20</td> </tr> </tbody> </table>	REV	DESCRIPTION	DATE	PCD REV A	PRELIM CDS	06/27/19	PCD REV B	PRELIM CDS	07/31/19	PCD REV C	PRELIM CDS	08/20/20	PCD REV D	PRELIM CDS	08/25/20
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**MEMORANDUM OF LEASE**

**Prepared by:**  
**Crafton Communications**  
**1870 Crown Drive, Ste. 1500**  
**Dallas, TX 75234**

**Return To:**  
**Crafton Communications**  
**1870 Crown Drive, Ste. 1500**  
**Dallas, TX 75234**

Re: Cell Site #: DXL07761 Cell Site Name: Prosper Lift Station  
 Fixed Asset Number: 14926177  
 State: Texas  
 County: Collin

**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Town of Prosper, Texas**, a Texas municipal corporation (hereinafter called "**Landlord**"), having its principal address at P.O. Box 307, Prosper, Texas 75078 and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company ("**Tenant**"), having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319.

1. Landlord and Tenant entered into a certain Tower Site Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 2020, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on commencing on the date Tenant exercises the Option (the "Commencement Date"), with five (5) successive automatic five (5) year options to renew.
3. The portion of the building owned by Landlord which is hereby leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**





**TENANT:**

New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: *Leigh Ann Dodson*  
Print Name: Leigh Ann Dodson

Its: Area Manager, RE&C NTX Ops

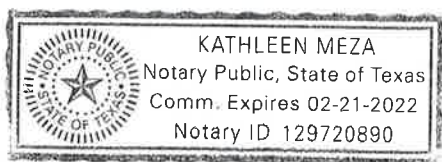
Date: 9/9/2020

**TENANT ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF DALLAS

On the 9<sup>th</sup> day of September, 2020, before me personally appeared Leigh Ann Dodson, and acknowledged under oath that she is the Area Manager, RE&C NTX Network Ops of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



*Kathleen Meza*  
Notary Public: \_\_\_\_\_  
My Commission Expires: 2-21-22



## PARKS AND RECREATION

**To: Mayor and Town Council**

**From: Dudley Raymond, Director of Parks and Recreation**

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

**Re: Town Council Meeting – September 22, 2020**

**Agenda Item:**

Update on Christmas Festival.

**Description of Agenda Item:**

Based on the State of Texas Governors' guidelines, staff feels that the annual Prosper Christmas Festival can occur, yet in a modified form. Listed below are typical elements offered in the past and the proposal for this year's offerings. In all cases, social distancing, mask and hand sanitizing will be strongly encouraged as well as staff/volunteers sanitizing commonly touched items.

*Stage performances:* PISD and others have expressed interest in participating. We will work with the groups to meet UIL and state requirements for the performers. Staff is concerned that it will be unlikely that spectators will follow the requirements of six foot of separation between groups of people. Staff continues to investigate, and it may be that semi-professional groups are used to provide entertainment/background music.

*Santa's Workshop (Santa photos):* The vendor feels they can fabricate a plexiglass shield between Santa and the children.

*Fireworks:* Vendor can provide with no issues.

*Kids Zone:* There will be a limited offering of kids rides and attractions. Staff is currently working with the vendor on what they can provide, and staff will follow their guidelines.

*Vendor/Sponsor Booths:* The booths will be spaced out to assist with social distancing guidelines. Currently, we have soft commitments for 70% of the vendors/sponsors spaces.

*Kid Art Project:* Vendors have continued to operate over the past several months and feel they can provide the activity while meeting the requirements.

*Food Trucks:* They will be spaced out to help with social distancing.

*Sleigh Ride:* The vendor feels that they can sanitize between rides.

*Cookie Decorating:* Cancel

*Walking Characters:* Cancel or limit, no sharing of costumes.

*Kids' Christmas Shoppe (shop where children bought presents for family members):* Cancel

Staff feels it is appropriate to extend the deadline for vendor/sponsor payment and insurance certificate submission until November 2, 2020. We also would communicate that the Town anticipates hosting the event unless additional restrictions/requirements are issued at the state or county level which would impact the event.

It should be expected that attendance will be less than previous years and if the PISD students do not participate on the stage, attendance could drop by 40% or more for the day.

**Budget Impact:**

The cost of the event is budgeted in the FY 2020-2021 budget, with staff overtime being accounted for in each department's annual overtime budget. It is estimated that \$25,000 in revenue will be received from sponsors/vendors.

**Town Staff Recommendation:**

Town staff is seeking direction on proposed festival offerings. No action is needed at this time.