



Prosper is a place where everyone matters.

Agenda
Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, October 08, 2019
5:45 PM

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

Discussion Items.

2. Discussion regarding the American Association of State Highway and Transportation Officials (AASHTO) Green Book, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). **(HW)**

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 24, 2019, Town Council Meeting. **(RB)**
4. Consider and act upon approving the renewal of dental benefits with Cigna Dental; and authorizing the Town Manager to execute the same for current and future renewal periods. **(KS)**
5. Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of the Old Town Regional Retention and Church & Parvin Drainage Improvement projects. **(PA)**
6. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for Geographic Information System (GIS) services between the Town of Prosper and the City of Frisco. **(AG)**
7. Consider and act upon an ordinance abandoning a portion of Gee Road prescriptive right-of-way, beginning approximately 1,250 feet north of US 380 to the intersection with Fishtrap Road. **(AG)**
8. Consider and act upon authorizing the Town Manager to execute an Amended Annexation Agreement between Prosper Meadows and the Town of Prosper, Texas, regarding a 100.0± acre property, generally located on the south side of Parvin Road, west of Legacy Road. **(AG)**

9. 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

REGULAR AGENDA:

If you wish to address the Council, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary, preferably before the meeting begins. 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:

10. Presentation of service plan and second Public Hearing to consider the voluntary annexation of 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001). **(AG)**
11. Consider and act upon an ordinance annexing 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001). **(AG)**
12. Conduct a Public Hearing, and consider and act upon a request for a Sign Waiver to allow for a temporary sign at St. Martin de Porres Catholic Church, located on the north side of US 380, east of Windsong Parkway. **(AG)**
13. Consider and act upon an ordinance amending Ordinance No. 19-65 (FY 2019-2020 Budget). **(CS)**

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.

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.

14. Discussion regarding updates to the Thoroughfare Plan. **(HW)**
15. Town Council Tailgate Party. **(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, 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, October 4, 2019, and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, Town Secretary

Date Notice Removed

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

NOTICE

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

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



Prosper is a place where everyone matters.

Minutes

Prosper Town Council Meeting
 Council Chambers
 Prosper Town Hall
 200 S. Main Street, Prosper, Texas
 Tuesday, September 24, 2019

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 Meigs Miller
 Councilmember Jeff Hodges

Staff Members Present:

Harlan Jefferson, Town Manager
 Terry Welch, Town Attorney
 Robyn Battle, Town Secretary/Public Information Officer
 Chuck Springer, Executive Director of Administrative Services
 January Cook, Purchasing Agent
 Paul Naughton, Landscape Architect
 Kala Smith, Human Resources Director
 Hulon Webb, Engineering Services Director
 Pete Anaya, Assistant Director of Engineering Services – Capital Projects
 John Webb, Development Services Director
 Alex Glushko, Planning Manager
 Doug Kowalski, Police Chief
 Stuart Blasingame, Fire Chief
 Kent Bauer, Emergency Management Coordinator

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

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

Announcements of recent and upcoming events.

Councilmember Miller read the following announcements:

The Town will host an informational Meet & Greet with the North Texas Tollway Authority (NTTA), regarding the expansion of the Dallas North Tollway on Thursday, September 26, from 6:00-7:00 p.m. in Council Chambers. Town staff and NTTA will present information on the project, and will be available to answer questions. The public is invited to attend.

On Tuesday, October 1, residents are encouraged to participate in National Night Out by spending the evening outside visiting with neighbors and Prosper's public safety personnel. This annual event was created to heighten awareness, and strengthen participation in local anti-crime efforts. Contact Officer Erin Hubbard for more information or to schedule a block party.

The deadline to register to vote in the November 5 election is October 7. Residents are encouraged to make sure their voter registration is up to date. Contact the Collin County or Denton County Election offices, or the Town website for more information.

The Mayor's Luncheon for Active Adults, age 55 and older, will be held on October 23 from 11:00 a.m.-1:00 p.m. Residents may contact Recreation Specialist Jonathan Weeks for more information and to register by October 14.

Presentations.

1. Presentation of a Flag Certificate by members of the Edmund Terrell Chapter of the Sons of the American Revolution. (RB)

Donald Babbs and T.L. Holden from the Edmund Terrell Chapter of the SAR presented the Flag Certificate to the Town Council.

2. Presentation of a Proclamation to members of the Prosper Police and Fire Departments declaring October 1, 2019, as *National Night Out*. (RB)

Mayor Smith presented the Proclamation to Chief Kowalski and Chief Blasingame.

AGENDA BRIEFING:

Questions About Items Listed on the Regular Meeting Agenda.

This item was not discussed.

Discussion Items.

3. Discussion on Downtown Empowerment Zones and Architectural Standards. (JW)

Development Services Director John Webb briefed the Council on proposed updates to the Town's Neighborhood Empowerment Zone (NEZ) regulations. Town staff is proposing to renew NEZ No. 1 for non-residential properties. The Town Attorney has determined that residential properties do not meet the criteria to receive the NEZ incentives; therefore, Town staff is proposing to repeal NEZ No. 2 for residential properties. Property owners will be asked to sign a voluntary Development Agreement to meet the Town's development standards in order to receive incentives. Property and sales tax incentives will be decided on a case-by-case basis. Town staff recommended that NEZ No. 1 be expanded to include the NEZ No. 2 area, but limit incentives to non-residential uses. Town Attorney Terry Welch explained the criteria necessary to offer incentives to residential and non-residential properties according to federal and state law. Town staff was directed to inform the Prosper Developers Council (PDC) of the proposed changes. A proposed ordinance amending the Neighborhood Empowerment Zones will be brought forward at a future Town Council meeting.

4. Discussion on the Downtown Open Space. (DR)

Development Services Director John Webb updated the Council on the Downtown Open Space project. Phase 1 of the Downtown Assessment included public meetings and stakeholder meetings to determine preferred uses, architectural standards, and open space areas that are appropriate for downtown. Mr. Webb introduced Mark Bowers with Kimley-Horn, the Town's consultant for the Downtown Open Space project, who continued the presentation. Mr. Bowers discussed the functions and benefits of designating open space in urban and downtown areas. Utilizing input from the public, stakeholders, and staff, Mr. Bowers presented two downtown open space scenarios for Council to consider. Scenario 1 creates open space in downtown by leveraging properties currently owned by the Town and the Prosper Economic Development Corporation (PEDC) to encourage adjacent development. Scenario 2 places an emphasis on parking, with Broadway and Main Street designated as festival streets for downtown events. The goal for both scenarios is to use open space as a catalyst for development in downtown.

The Council emphasized the importance of providing adequate parking in downtown, and the connectivity and compatibility with the Blue Star property that will develop on the south side of First Street. A public process should be utilized to identify appropriate active and passive uses for open space in downtown, and to make sure the downtown plan meets the desires of the residents. Consideration should also be given to the larger parcels in downtown, such as the silos, the Oncor property, and the metal buildings. Mr. Bowers noted that the scope of this particular project focused on publicly owned property only, plus alleys and streets. The Council noted the importance of strategically acquiring property in the downtown area to accommodate open space and parking. Mr. Bowers stated that the next step in the process is to present the scenarios to the PEDC, and to bring a preferred scenario back for consideration at a future Town Council meeting.

CONSENT AGENDA:

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5. Consider and act upon the minutes from the September 5, 2019, Special Called Town Council Meeting. (RB)
6. Consider and act upon the minutes from the September 10, 2019, Town Council Meeting. (RB)
8. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the North Central Texas Emergency Communication District and the Town of Prosper for regional 9-1-1 service. (DK)
9. Consider and act upon Resolution 19-73 of the Town Council of the Town of Prosper, Texas, authorizing the Town to submit a grant application to the Office of the Governor (OOG) for Prosper Police Department SWAT equipment enhancement grant. (KB)

10. Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between OM Frontier Estates, LLC. and the Town of Prosper, Texas, regarding a 22.05± acre property, generally located on the south side of Frontier Parkway, west of Custer Road. (AG)
11. Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between Harold and Maureen Patin and the Town of Prosper, Texas, regarding a 10.59± acre property, generally located on the south side of Prosper Trail, west of Custer Road. (AG)
12. Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between Y-C Nurseries, Inc. and the Town of Prosper, Texas, regarding a 12.38± acre property, generally located on the north side of US 380, west of Dallas Parkway. (AG)
13. Consider and act upon Ordinance No. 19-69 rezoning 11.0± acres from Planned Development-65 (PD-65) to Planned Development-98 (PD-98), located on the south side of future Prairie Drive, west of future Mahard Drive, to facilitate the development of a Retirement Housing Complex, consisting of one (1) and three (3) story buildings. (Z19-0005). (AG)
14. Consider and act upon Ordinance No. 19-70 rezoning 5.7± acres from Planned Development-65 (PD-65) to Office (O), located on the southwest corner of future Prairie Drive and Mahard Parkway. (Z19-0006). (AG)
15. Consider and act upon Ordinance No. 19-71 rezoning 16.1± acres of Planned Development-43 (PD-43) and Specific Use Permit-9 (SUP-9), and 3.3± acres of Planned Development-65 (PD-65) to Planned Development (PD-99), located on the northwest corner of Mahard Parkway and US 380, to facilitate the development of a Major Automotive Repair Facility (Toyota/Penske). (Z19-0007). (AG)
16. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Villages at Legacy, LLC, and the Town of Prosper, Texas, related to the Prosper Center development. (AG)
17. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. (AG)

Councilmember Ray removed Item 7 from the Consent Agenda.

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

7. Receive the July Financial Report. (CS)

Chuck Springer, Executive Director of Administrative Services, responded to questions regarding building permit revenue, noting that although permit revenue has

been lower than projected over the past several months, overall revenue in the general fund is on target for the fiscal year. Additionally, expenditures for inspection services to Bureau Veritas will be lower than projected, which will help balance the permit revenue shortfall. In FY 2019-2020, the Town expects to have three large permitting projects which will cause an increase in overall permit revenue and expenditures.

After discussion, Councilmember Ray made a motion and Mayor Pro-Tem Vogelsang seconded the motion to approve Item 7. The motion was approved by a vote of 7-0.

Citizen Comments:

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

There were no Citizen Comments.

REGULAR AGENDA:

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Items for Individual Consideration:

- 18. Presentation of service plan and first Public Hearing to consider the voluntary annexation of 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001). (AG)**

Planning Manager Alex Glushko presented this item before the Town Council. In 2014, the Town extended the five-year Annexation Agreement with the property owner, who at that time, was Glen Miller. In October 2018, the property was sold to Prosper ISD. In August, Prosper ISD submitted a petition to have the property voluntarily annexed by the Town, indicating an intent to develop the subject property as a high school. This is the first of two required Public Hearings; the second Public Hearing is scheduled for October 8, 2019. Following that Public Hearing, the Town Council will consider an ordinance completing the annexation process.

Mr. Glushko responded to a question from the Council, stating that Prosper ISD will be required to develop any infrastructure necessary for the development of the property, or dedicate it to the Town.

Mayor Smith opened the Public Hearing.

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

No further action was taken.

19. Conduct a Public Hearing, and consider and act upon a request to rezone 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, to allow for the development of an Assisted Living Facility. (Z19-0013). (AG)

Planning Manager Alex Glushko presented this item before the Town Council. The purpose of this request is to allow for development of an assisted living facility. The project consists of a proposed one-story, 5,467 square-foot building, containing fourteen beds. There will be a maximum of three employees. The applicant is proposing to construct a total of ten parking spaces; four of which will be located on-site and six of which will be located on-street and available to the public, as well as assisted living clientele. The parking has been designed to meet the Town standards, and will allow for a shared driveway off of Second Street when the property adjacent to the east redevelops as Downtown Office in the future. Mr. Glushko reviewed the proposed modifications to the base Downtown Office (DTO) district, as requested by the applicant. The Council discussed the proposed reduction in setback. Fire Chief Blasingame noted that the Fire Department is requiring 10 feet of clearance on all sides of the building to allow appropriate emergency access. The Council expressed a concern with the parking on the east side of the building. The applicants noted that the parking on the east side would most likely be used for staff, and not the public.

Mayor Smith opened the Public Hearing.

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

After discussion, Councilmember Ray made a motion and Councilmember Miller seconded the motion to approve the request to rezone 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, subject to approval of a Development Agreement by Town Council, including building elevations consistent with proposed Exhibit F. The motion was approved by a vote of 7-0.

20. Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, accepting grant funds from the U.S. Department of Homeland Security for grant funding under the 2016 Staffing for Adequate Fire and Emergency Response (SAFER) grant program to create six (6) new, paid, full time, firefighter positions (SB)

Fire Chief Blasingame presented this item before the Town Council. The Town was recently awarded the SAFER grant from the U.S. Department of Homeland Security, which will provide \$919,257.60 over the next three fiscal years. The grant will fund a significant portion of the initial cost of hiring six new staff members for the Fire Department, allowing the Town to provide the highest level of fire protection to residents, homeowners and businesses.

Mayor Pro-Tem Vogelsang made a motion and Councilmember Hodges seconded the motion to approve Resolution 19-72 accepting the FEMA SAFER grant award for FY 2020-2022. The motion was approved by a vote of 7-0.

21. Discussion of Amendments to the FY 2019-2020 Budget. (CS)

Chuck Springer, Executive Director of Administrative Services, presented this item before the Town Council. The FY 2019-2020 Budget was adopted on September 10, 2019. At that time, Town staff was directed to bring forward the following items for discussion regarding potential amendments to the FY 2019-2020 Adopted Budget that include:

- Addition of 6 Firefighter positions
- Town compensation study and timing of market adjustments
- Supplemental request for a Fire Brush Truck replacement
- Town Health Insurance Trust Fund costs and market comparisons

Mr. Springer presented information on the six firefighter positions that are being added to the budget as a result of the Town being awarded the SAFER grant. He then provided information on the proposed compensation increase, and the cost difference between implementing the increase in its entirety in FY 2019-2020, rather than phasing it in over three years. Fire Chief Blasingame provided additional information on the request for a fire brush truck to replace an existing brush truck, which needs extensive repairs. Mr. Springer indicated that approval of the brush truck would necessitate an adjustment to the Vehicle and Equipment Replacement (VERF) fund, since the truck would be replaced sooner than planned.

Lance Pendley with McGriff, Seibels and Williams, the Town's benefits consultant, provided information on the Town's health insurance trust fund costs, and market comparisons for employee medical and pharmacy benefits. The Council discussed the Town's plan design, including the health savings account offered to employees, and the per employee/per month (PEPM) cost for claims compared to other municipalities, which is lower than average. Kala Smith, the Town's Human Resources Director, briefed the Council on information given to the Town's Employee Engagement Committee. The Committee had no concerns with the recommendation provided by the benefits consultant and the Council Benefits Subcommittee.

Mr. Springer responded to concerns from the Council on the total amount budgeted for Professional Services in FY 2019-2020, which exceed the total amount of discretionary requests submitted by Town staff. Mr. Springer provided several examples of expenditures that are categorized as Professional Services across all Town departments, noting that the services and costs vary significantly among departments.

After discussion, the Town Council directed staff to amend the budget to include the SAFER grant funding for six new firefighter positions; to provide the total proposed compensation market adjustment in FY 2019-2020, rather than phasing it in over three years; and to approve the supplemental request for the fire brush truck, including an adjustment to the VERF fund designating a lifespan for the truck as ten years, rather than fifteen years.

Deputy Mayor Pro-Tem Dixon left the Council bench at 8:59 p.m.

22. **Consider and act upon awarding RFP No. 2019-63-A for ASO Medical and Captive Benefits to UMR, Inc., a subsidiary of United Healthcare, effective January 1, 2020, and authorizing the Town Manager to execute all documents for the same. (KS)**
23. **Consider and act upon awarding RFP No. 2019-61-A for Pharmacy Benefits Management Services to ProAct, Inc.; and authorizing the Town Manager to execute all documents for the same. (KS)**

Mayor Smith opened Items 22 and 23 concurrently.

Human Resources Director Kala Smith introduced Lance Pendley with McGriff, Seibels and Williams, the Town's benefits consultant, who presented both items before the Town Council. Mr. Pendley reviewed the proposals for employee medical and pharmacy benefits for FY 2019-2020. After reviewing the results with the Council Benefits Subcommittee and Town staff, Mr. Pendley recommended the Town select UMR, a subsidiary of United Healthcare, for employee medical benefits, and ProAct, Inc., for employee pharmacy benefits.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Hodges seconded the motion to award RFP No. 2019-63-A for ASO Medical and Captive Benefits to UMR, Inc., a subsidiary of United Healthcare, effective January 1, 2020, and authorize the Town Manager to execute all documents for the same. The motion was approved by a vote of 6-0.

Councilmember Hodges made a motion and Councilmember Andres seconded the motion to award RFP No. 2019-61-A for Pharmacy Benefits Management Services to ProAct Rx, Inc., and authorize the Town Manager to execute all documents for the same. The motion was approved by a vote of 6-0.

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 551.071 – Consultation with the Town Attorney relative to plat approval in accordance with Chapter 212 of the Texas Local Government Code.

The Town Council recessed into Executive Session at 9:15 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 10:15 p.m. All Councilmembers took their seats at the Council bench. No action was taken as a result of the Closed Session.

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

24. Discuss Development and Infrastructure Fees. (JW/HW)

This item was not discussed.

25. Discussion on Agenda Format. (RB)

Town Secretary/PIO Robyn Battle requested feedback from the Council on the meeting agenda format, particularly regarding the Agenda Briefing portion of the meeting. The Town Council expressed a preference to remove the Questions about Items on the Regular Agenda section of the meeting, but to keep the Discussion Items section at the beginning of the meeting. The meetings will continue to start at 5:45 p.m.

Councilmember Ray directed Town staff to investigate placing additional monitors in Council Chambers so the audience can better view the PowerPoint presentations.

Councilmember Hodges requested additional information on the sight lines at Town intersections. More information will be brought forward at a future Town Council meeting.

Adjourn.

The meeting was adjourned at 10:21 p.m. on Tuesday, September 24, 2019.

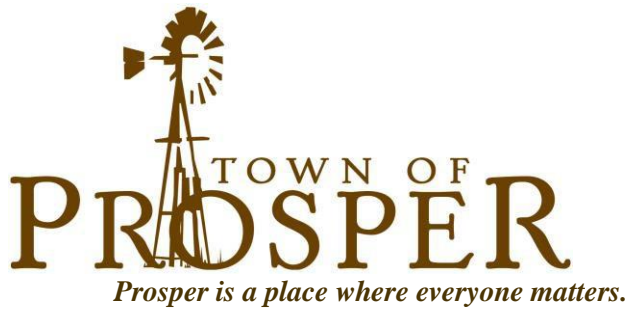
These minutes approved on the 8th day of October 2019.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



HUMAN RESOURCES

To: Mayor and Town Council
From: Kala Smith, Director of Human Resources
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 8, 2019

Agenda Item:

Consider and act upon approving the renewal of dental benefits with Cigna Dental; and authorizing the Town Manager to execute the same for current and future renewal periods.

Description of Agenda Item:

On November 14, 2017, the Town Council approved awarding RFP #2018-06-A for dental services to Cigna Dental. The RFP for dental services was initiated as a result of a proposed 16% renewal rate increase, \$21,741.12 over FY 2016-2017 rates, offered by the prior carrier, Delta Dental. The agreement with Cigna Dental included an initial two-year rate guarantee which ends on December 31, 2019. The Town wishes to exercise the first of two renewal options allowed under the terms and conditions of the RFP. The renewal for FY 2019-2020 reflects a 5% rate increase, \$8,738.28 over FY 2018-2019 rates. The renewal includes a second optional renewal with an additional guaranteed rate cap of 7.5% for calendar year 2021.

Budget Impact:

The Town's FY 2019-2020 budgeted costs for the dental plan is included in the Town's Health Trust Fund. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

Attached Documents:

1. Cigna Healthcare Dental Rate Confirmation
2. Dental Renewal Analysis

Town Staff Recommendation:

Town staff recommends approving the renewal of dental benefits with Cigna Dental effective January 1, 2020, and authorizing the Town Manager to execute the same for current and future renewal periods.

Proposed Motion:

I move to approve the renewal of dental benefits with Cigna Dental effective January 1, 2020, and authorize the Town Manager to execute the same for current and future renewal periods.

DENTAL RATE CONFIRMATION

		Current	Renewal
Cigna Rates			
Choice	Employee	\$38.98	\$40.93
DPPO -High Plan	Emp + Spouse	\$91.42	\$95.99
	Emp + Child(ren)	\$112.96	\$118.61
	Emp + Family	\$164.49	\$172.71
Choice	Employee	\$32.40	\$34.02
DPPO Low Plan	Emp + Spouse	\$68.67	\$72.10
	Emp + Child(ren)	\$78.02	\$81.92
	Emp + Family	\$118.14	\$124.05

**Includes 7.5% rate cap on the renewal increase for 1-1-21 thru 12-31-21 plan year.

Approved and Accepted this _____ Day of _____ 2019

Signature _____

Title: _____

Town of Prosper Dental Renewal Analysis Effective Date: 1/1/2020

Item 4.

Benefits			Cigna Basic Plan Current / Renewal Plan		Cigna Buy Up Plan Current / Renewal Plan	
Network	Total Cigna DPPO					
Deductible			\$50 Individual \$150 Family		\$50 Individual \$150 Family	
Ded Waived for Preventive			Yes		Yes	
Diagnostic/Preventive			100%		100%	
Restorative/Basic			80%		80%	
Major			50%		50%	
Endodontics and Periodontics			Major		Basic	
Waiting Period			None		None	
Calendar Year Maximum			\$1,500		\$2,000	
R&C Percentage			90%		90%	
Orthodontia			N/A		50%	
Orthodontia Coverage					Adult and Child	
Orthodontia Maximum					\$2,000	
Participation Requirement			Keep current participation		Keep current participation	
Rate Guarantee			1 years - Until 12/31/20			
Negotiated Renewal	Year 2 - Rate cap 7.5% (plan year 1/1/21 - 12/31/21)					
Dental Rates	Opt 1	Opt2	Current Rates	Renewal Rates	Current Rates	Renewal Rates
Employee Only	56	28	\$32.40	\$34.02	\$38.98	\$40.93
Employee + Spouse	17	6	\$68.67	\$72.10	\$91.42	\$95.99
Employee + Child(ren)	23	10	\$78.02	\$81.92	\$112.96	\$118.61
Employee + Family	26	24	\$118.14	\$124.05	\$164.49	\$172.71
Monthly Total	122	68	\$7,847.89	\$8,240.28	\$6,717.32	\$7,053.12
Annual Total			\$94,174.68	\$98,883.36	\$80,607.84	\$84,637.44
Combined Annual Total - Current			\$174,782.52			
Combined Annual Total- Renewal			\$183,520.80			
Total \$ Difference over Current			\$8,738.28			
Total Percent over Current			5.00%			

Notes: Cigna HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group Dental benefit plan (the "Plan") sponsored by Town of Prosper Employee Benefits Trust. This proposal is valid for 60 days from its original date of release, 06/17/2019. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.



**ENGINEERING
SERVICES**

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering Services – Capital Projects

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 8, 2019

Agenda Item:

Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of the Old Town Regional Retention and Church & Parvin Drainage Improvement projects.

Description of Agenda Item:

The construction of the Old Town Regional Retention project requires the construction of a levee to impound storm water to create a retention pond. The construction of the levee is considered a specialized type of construction. This is an alternative procurement method by which a governmental entity may request proposals and pricing information based on the scope of work provided, and then award the project to the contractor that offers the best value proposal based on a set of criteria. The Town intends to use the following evaluation criteria:

- Contractor and Subcontractor experience with similar projects (20%)
- Qualifications and experience of key personnel (10%)
- Proposed project timeline (10%)
- References (10%)
- Cost Proposal (50%)

Town Staff Recommendation:

Town staff recommends the Town Council approve the Competitive Sealed Proposal (CSP) procurement method for construction of the Old Town Regional Retention and Church & Parvin Drainage Improvement projects.

Proposed Motion:

I move to approve the Competitive Sealed Proposal (CSP) procurement method for construction of the Old Town Regional Retention and Church & Parvin Drainage Improvement projects.

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 8, 2019

Agenda Item:

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

Description of Agenda Item:

Since 2003, the Town of Prosper has contracted with the City of Frisco for the provision of GIS services to the Town. The current Interlocal Agreement (ILA) with Frisco expired on September 30, 2019. The attached ILA with Frisco provides existing GIS services through September 30, 2020. A Statement of Work is attached to the ILA.

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

Frisco is tentatively scheduled to consider this ILA at their Regular City Council meeting on October 15, 2019.

Budget Impact:

Approval of this agreement obligates the Town to pay Frisco \$80,000 divided into four (4) equal quarterly payments for the provision of GIS services. In FY 2018-2019 the cost of GIS services was \$61,000; however, as noted in the supplemental budget request, the increased cost of service is to account for the following:

- Maintenance and security of interactive mapping applications;
- Increase for map and map book services (removed during FY 2018-2019)

- Server infrastructure cost increases;
- Adjustment for third party data conversion service cost increase; and
- Annual cost increase including adjustment of percentage.

This amount was approved by Council with adoption of the FY 2019-2020 budget in 100-5410-40-03 Professional Services.

Legal Obligations and Review:

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

Attached Documents:

1. Interlocal agreement
2. Statement of work

Town Staff Recommendation:

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

Proposed Motion:

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

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

THIS AGREEMENT (the “Agreement”), made and entered into this ____ day of October, 2019, by and between the **CITY OF FRISCO, TEXAS** (“Frisco”), a municipal corporation, and the **TOWN OF PROSPER** (“Prosper”), a municipal corporation.

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

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

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

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

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

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

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

1. **Obligations of Prosper.**

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

2. **Obligations of Frisco.**

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

B. The electronic data created by Frisco as outlined in Exhibit “A” will be the property of Prosper and Frisco and shall be provided to Prosper periodically upon written request and/or upon termination of this agreement.

- 3. **Compensation.** Prosper shall pay to Frisco \$80,000.00 as compensation for the GIS services provided to Prosper in accordance with this Agreement. The compensation shall be divided into four (4) quarterly equal payments.
- 4. **Term/Termination.** The term of this Agreement shall commence on the date established above and shall continue in effect until September 30, 2020. It is the intent of both parties to extend this agreement through the 2020-2021 fiscal year. At the time of execution of this agreement, the statement of work for Fiscal Year 2020-2021 had not been determined, nor had the compensation for such work been calculated. Prior to the termination of this agreement, the parties shall complete the determination of the Fiscal Year 2020-2021 statement of work and the compensation calculations for such work and negotiate an extension to this agreement to September 30, 2021. Similar extensions shall be negotiated near the termination of each fiscal year until such time as either party desires to terminate the agreement.
- 5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

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

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

- 6. **Miscellaneous.**
 - A. **Assignment.** This Agreement is not assignable without the prior written consent of the Parties.
 - B. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
 - C. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

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

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

THE CITY OF FRISCO, TEXAS

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

THE TOWN OF PROSPER

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

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2019.

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

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2019.

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

EXHIBIT A

**Statement of Work
GIS Services for Town of Prosper
City of Frisco, GIS
FY20**

Introduction

This Statement of Work sets forth requirements of the City of Frisco (Frisco) to provide GIS Services to the Town of Prosper (Prosper) for the implementation of work, including the maintenance of GIS Layers, maintenance of Web-based Applications, and third-party cooperatives.

Contacts

In support of GIS Services to be performed:

- Frisco shall designate the GIS Manager as the sole point of contact for all requests. The GIS Manager will assign tasks to Frisco staff accordingly.
- Prosper shall designate Planning/GIS Analyst as the sole point of contact for all requests.
- Planning/GIS Analyst and GIS Manager will work in conjunction with appropriate staff and act as liaisons for their respective entities.
- When appropriate, Planning/GIS Analyst and/or GIS Manager will hand off communication to internal staff for continued correspondence.

Work To Be Performed

Create/Maintain GIS Layers

Prosper has requested the following data layers/groups be created and/or maintained:

- | | |
|------------------------------------|---------------------------------------|
| 1. Abandoned Sanitary Sewer* | 19. Future Land Use Plan† |
| 2. Abandoned Water* | 20. Franchise Natural Gas Providers*† |
| 3. Abstracts† | 21. Hike & Bike Trails |
| 4. Address Grid† | 22. Historical Aerials† |
| 5. Address Points | 23. Hunting Layer |
| 6. Annexation | 24. Limited Purpose Annexations |
| 7. Annexation Agreements | 25. Parcel |
| 8. Bridges* | 26. Parks |
| 9. Contours† | 27. Ponds & Lakes |
| 10. County Lines† | 28. Pre-Construction Parcels |
| 11. Current Aerials† | 29. Pre-Construction Roads |
| 12. Current Land Use† | 30. Public Facilities |
| 13. Developer Agreements | 31. Roads |
| 14. Franchise Electric Providers*† | 32. Sanitary Sewer* |
| 15. Elevation Models† | 33. School Districts† |
| 16. ETJ | 34. Schools |
| 17. FEMA† | 35. Sex Offender Free Zones |
| 18. Fire Map Book Grid† | 36. Special Districts |

- | | |
|------------------------|---------------------------|
| 37. Storm* | 43. Wastewater CIP*† |
| 38. Streams† | 44. Water CIP*† |
| 39. Subdivision | 45. Water* |
| 40. Thoroughfare Plan† | 46. Wet/Dry Alcohol Sales |
| 41. Town Limits | 47. Zip Codes |
| 42. Warning Sirens | 48. Zoning |

*Denotes sensitive layer that will not be available for public viewing

†Denotes sourced data not maintained by Frisco

In order to maintain the layers, Prosper will provide Frisco with:

1. Approved Final Plats, Re-plats, Conveyance Plats, Amending Plats and Site Plans in both PDF and AutoCAD formats;
2. PDF and AutoCAD (verified to be inclusive of all relevant data) construction documents and as built drawings in accordance with the guidelines set within the “Non-governmental Cooperatives” section of this document;
3. Zoning and Specific Use Permit legal description boundaries and/or adopted ordinances, with an average of three (3) per month; and
4. Annexation legal description boundaries and/or adopted ordinances, with an average of two (2) per month.

Create Semi-annual Maps

Frisco will create and deliver pdf files of the following maps up to twice per year upon request:

Map	Size (in)	Scale
Aerial	30 x 78	1 in = 750 ft
Aerial Prosper ISD	42 x 84	1 in = 750 ft
Annexation*	16.5 x 39	1 in = 1500 ft
Annexation*	30 x 78	1 in = 750 ft
Hunting	16.5 x 39	1 in = 1500 ft
Sex Offender	16.5 x 39	1 in = 1500 ft
Streets and Subdivisions	25 x 55.5	1 in = 1000 ft
Streets with Grid and Hydrants	42 x 92	1 in = 600 ft
Streets with Grid and No Hydrants	42 x 92	1 in = 600 ft
Thoroughfare Plan*	16.5 x 39	1 in = 1500 ft
Wet/Dry*	16.5 x 39	1 in = 1500 ft
Zoning	16.5 x 39	1 in = 1500 ft
Zoning	24 x 58	1 in = 1000 ft
Zoning	30 x 78	1 in = 750 ft
Fire Map Book	8 x 11	1 in = 500 ft

* Maps whose creation could be transitioned to Prosper, which if executed Frisco would provide up to 4-hours of support and training at no additional cost.

Maintain Web-based Applications

Frisco will maintain two (2) online mapping applications; one (1) for internal/staff access and use only, which will contain the noted sensitive layers, and one (1) for external/public access and use,

which will not contain the noted sensitive layers. The average maintenance shall not exceed 10-hours per month.

Prosper may provide Frisco up to twelve (12) layers (maximum of one per month) to be uploaded to the interactive maps, provide the layers (including schema, required fields, field aliases, and symbology) are created and maintained by Prosper.

Inter-agency Cooperatives

Frisco will work with the following governmental agencies on Prosper’s behalf to fulfill GIS data requests: Collin County, Denton County, Collin Central Appraisal District (CCAD), Denton Central Appraisal District (DCAD), the US Census Bureau, and the North Central Texas Council of Governments (NCTCOG).

Non-governmental Cooperatives

Frisco will work with the following entities supporting Prosper’s GIS efforts: NewEdge Services and Esri. No other entities or integrations will be taken on as part of this Statement of Work. Frisco will provide data exports of all requested GIS layers on a monthly basis for use by Town Staff and New Edge Services for Cityworks integration.

Frisco will use the existing processes and schema to continue providing monthly tax roll information to Central Square for TRAKiT consumption.

Frisco will engage RAMTeCH Corporation for a continuation of the current data conversion contract. Prosper will provide Frisco as built drawings, in both PDF and AutoCAD formats (verified to include all relevant data), along with any GPS data collected, to be converted by RAMTeCH within 2 weeks of receipt by Prosper; with annual direct data conversion costs not to exceed \$8,000. To maintain efficiencies, Frisco will be sending these plans to RAMTeCH in bulk deliveries upon receipt of at least 6 plans or every 3 months whichever occurs first. There shall be an annual maximum of twenty-five (25) project as built drawings provided from Prosper to Frisco for data conversion by RAMTeCH, which does not include redundant deliveries for project as built drawings with missing and/or inaccurate information. Any project rejected more than once for missing and/or inaccurate information shall be counted as an additional project for the purposes of the submittal tally.

In Support of Data Conversion

Prosper will:

- Work with developers to ensure accurate and complete submittals
- Provide Frisco with as built construction plans within two-weeks of receipt by Prosper

Frisco will:

- Receive and process as built documents from Prosper including sending them to RAMTeCH for data conversion
- Provide quality control and subsequent correction and completion of converted data received from RAMTeCH
- Populate Prosper’s GIS geodatabase with the newest available data

Frisco will not:

- Engage in conversations with developers or architectural and engineering firms on Prosper’s behalf

Additional GIS Services

Any additional services beyond the scope of this agreement will be evaluated for acceptability by Frisco & Prosper and if accepted will be charged according to the following pricing matrices:

Data conversion:

UNIT	Types of Data	Unit Cost
Lots	Parcels	\$ 1.25
Lots	Water	\$ 1.25
Lots	Sanitary Sewer	\$ 1.25
Lots	Storm Sewer	\$ 1.25
LF	Water CIP	\$ 0.12
LF	Sanitary Sewer CIP	\$ 0.12
LF	Storm Sewer CIP	\$ 0.12
LF	Reclaimed Water CIP	\$ 0.12
Easement	Easements	\$ 1.50

GIS Labor:

Task	Employee	Hourly Rate
Administrative	Enterprise GIS Manager	\$200
AGO Admin	Enterprise GIS Architect	\$180
Custom	Sr Analyst/Developer	\$160
Advanced Analysis	GIS Analyst II	\$140
Data Collection	GIS Data Coordinator	\$120
Data Analysis	Analyst I	\$110
Data Assembly	Technician	\$90

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 8, 2019

Agenda Item:

Consider and act upon an ordinance abandoning a portion of Gee Road prescriptive right-of-way, beginning approximately 1,250 feet north of US 380 to the intersection with Fishtrap Road.

Description of Agenda Item:

The purpose of this request is to abandon a portion of the approximate 60-foot-wide prescriptive right-of-way for Gee Road, from approximately 1,250 feet north of US 380 to the intersection with previous Fishtrap Road, for a total length of approximately 2,700 feet. Staff initiated this request and has been working with VP Windsong Operations, LLC, developers of Windsong Ranch, to abandon portions of prescriptive rights-of-way that have been platted as phases of Windsong Ranch have developed. This is being done to insure that there are no future issues involving the prescriptive right-of-way. Staff supports this request.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the abandonment ordinance as to form and legality.

Attached Documents:

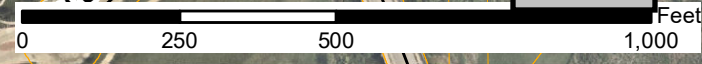
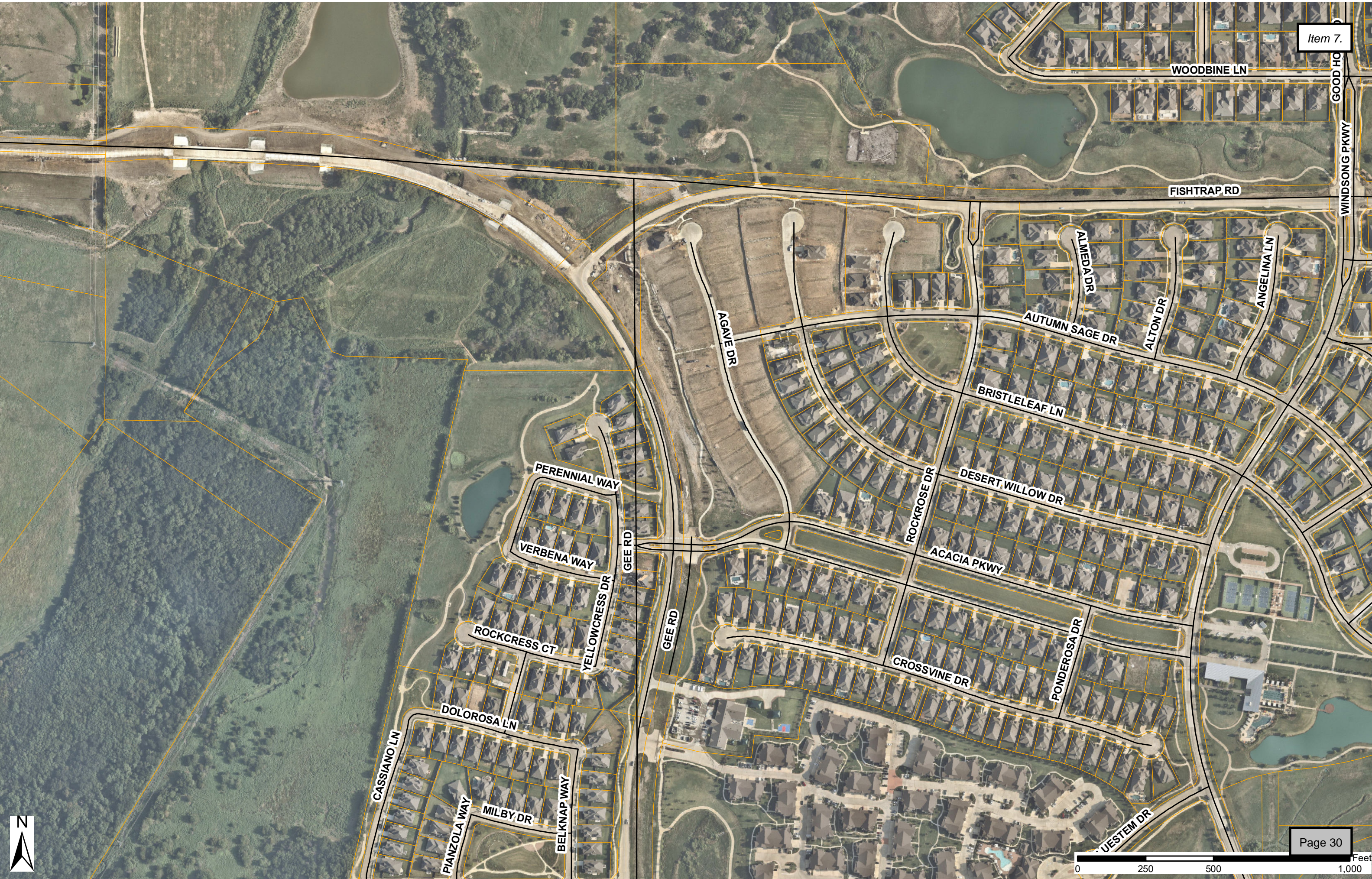
1. Location Map
2. Ordinance
3. Ordinance Exhibit A

Town Staff Recommendation:

Staff recommends the Town Council approve the request to abandon a portion of Gee Road prescriptive right-of-way, beginning approximately 1,250 feet north of US 380 to the intersection with Fishtrap Road.

Proposed Motion:

I move to approve an ordinance abandoning a portion of Gee Road prescriptive right-of-way, beginning approximately 1,250 feet north of US 380 to the intersection of previous Fishtrap Road.



TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ABANDONING AND VACATING CERTAIN PRESCRIPTIVE RIGHT-OF-WAY (GEE ROAD) AS REFLECTED ON EXHIBIT A; MAKING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas (“Town”), is a duly organized political subdivision and home-rule municipality of the State of Texas; and

WHEREAS, the Town obtained certain prescriptive right-of-way along a street (indicated as Gee Road) beginning approximately 1,250 feet north of US 380 to the intersection of previous Fishtrap Road as shown on Exhibit A, a copy of which is attached and is incorporated by reference; and

WHEREAS, Exhibit A reflects an approximately 60-foot (60’) wide prescriptive right-of-way (or street), approximately 2,700 feet in length, as indicated above, and the property upon which the right-of-way (or street) is located has never been dedicated to the Town; and

WHEREAS, since the prescriptive right-of-way (or street) is no longer utilized as such, the Town has determined that the approximately 60’ prescriptive right-of-way (or street) should be abandoned and vacated, and that any and all rights that the Town may have in the prescriptive right-of-way (or street) should be released to the adjacent property owner, which abandonment and vacation the Town Council has determined is in furtherance of the public health, safety and welfare of the Town.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, the Town’s prescriptive right-of-way (or street) and any and all rights and interests that the Town may have in such right-of-way (or street), as set forth in the attached Exhibit A, are hereby abandoned and vacated by the Town, and the Town hereby disclaims any interest in the right-of-way (or street).

SECTION 3

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF OCTOBER, 2019.

Ray Smith, Mayor

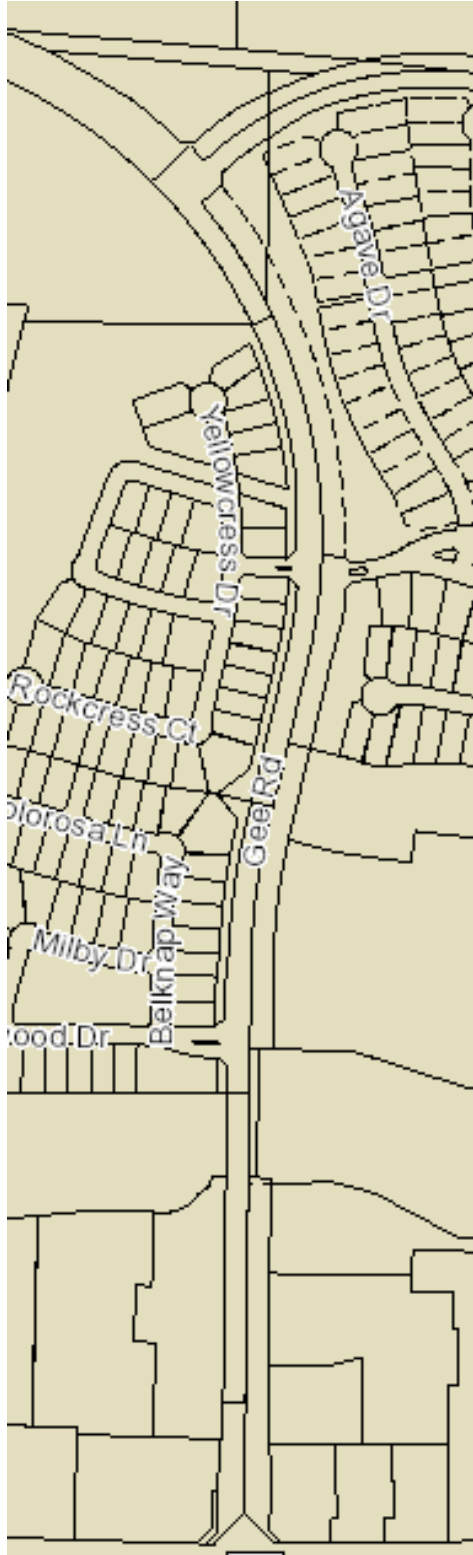
ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A
GEE ROAD ABANDONMENT



PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 8, 2019

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Amended Annexation Agreement between Prosper Meadows and the Town of Prosper, Texas, regarding a 100.0± acre property, generally located on the south side of Parvin Road, west of Legacy Road.

Description of Agenda Item:

In 2015, the Town entered into multiple five-year Annexation Agreements with the remaining unincorporated properties within Denton County and in the Town's Extraterritorial Jurisdiction (ETJ). These agreements ensure that development will be in accordance with the Town's standards. The Town has offered to extend the agreement by offering an Amended Annexation Agreement for an additional five (5) years. The subject property is eligible for an Amended Annexation Agreement, and the property owner has agreed to extend their Agreement. It should be noted the original Annexation Agreement was with the previous property owner, RH-TWO, LP. In May, 2019, the subject property was sold to Prosper Meadows LP.

Legal Obligations and Review:

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

Attached Documents:

1. Annexation Agreement Exhibit
2. Amended Annexation Agreement
3. Exhibit A
4. 2015 Annexation Agreement

Town Staff Recommendation:

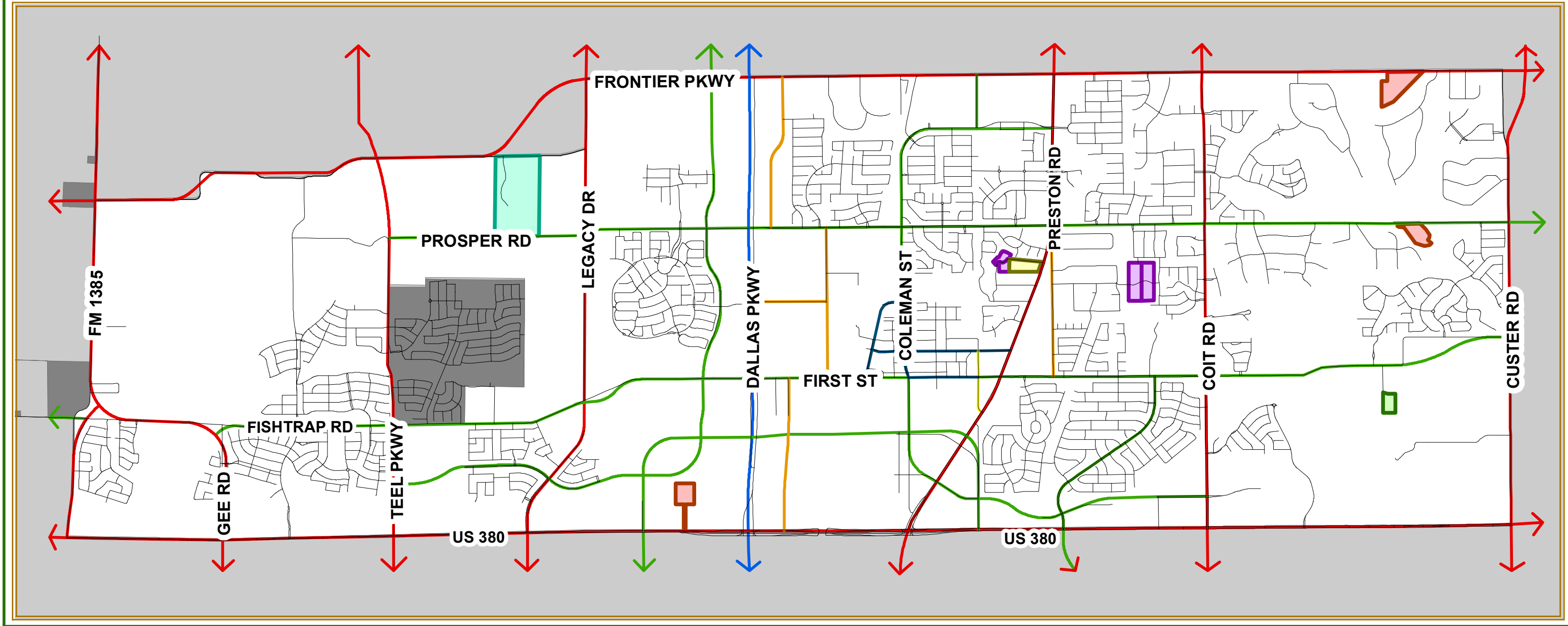
Town staff recommends the Town Council authorize the Town Manager to execute an Amended Annexation Agreement between Prosper Meadows and the Town of Prosper, Texas, regarding a 100.0± acre property, generally located on the south side of Parvin Road, west of Legacy Road.

Proposed Motion:

I move to authorize the Town Manager to execute an Amended Annexation Agreement between Prosper Meadows and the Town of Prosper, Texas, regarding a 100.0± acre property, generally located on the south side of Parvin Road, west of Legacy Road.

Town of Prosper

Annexation Agreement Exhibit



Legend

- Prosper Meadows
- Executed Agreements
- Annexation Process Instigated
- Extension Accepted but Agreement Not Received
- No Response to Extension Offer
- ETJ

0 0.5 1 Miles

Page 36

AFTER RECORDING, RETURN TO:

Town of Prosper
P. O. Box 307
Prosper, Texas 75075

STATE OF TEXAS)

) AMENDED ANNEXATION AGREEMENT

COUNTY OF DENTON)

This **AMENDED ANNEXATION AGREEMENT** (“Agreement”) is made and entered into as of this ___ day of October, 2019 (“Effective Date”), by and between the Town of Prosper, Texas (“Town”), and Prosper Meadows LP, Vijay Borra, Kiranmai Yalamanchili, Ramana Juvvadi and Sridevi Juvvadi (collectively, “Owner”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, on or about January 13, 2015, the Town and RH-Two, L.P. entered into an Annexation Agreement (“2015 Annexation Agreement”), pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, as amended, relative to approximately 100.035 acres described therein and defined therein as the “Property;” and

WHEREAS, Owner is the current owner of the Property; and

WHEREAS, the 2015 Annexation Agreement provided in Section 8 thereof, in part, that the term of said 2015 Annexation Agreement was five (5) years from the effective date of said Agreement; and

WHEREAS, it is in the intent of the Town and Owner to renew the Amended Annexation Agreement for an additional five (5) year term, and that all other provisions of the 2015 Annexation Agreement shall remain in full force and effect.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and Owner for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. Extension of Term. The term of the 2015 Annexation Agreement is hereby extended five (5) years, from the date of execution of this Agreement.
2. Provisions of 2015 Annexation Agreement in Full Force and Effect. All other provisions of the 2015 Annexation Agreement shall remain in full force and effect.

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

THE TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

ATTEST:

Robyn Battle, Town Secretary

OWNER:

PROSPER MEADOWS LP,
a Texas limited partnership

By: McKinney Estate LLC,
a Texas limited liability company,
its General Partner

By: _____
Vijay Borra, Managing Member

By: _____
Ramana Juvvadi, Managing Member

Vijay Borra

Kiranmai Yalamanchili

Ramana Juvvadi

Sridevi Juvvadi

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Vijay Borra and Ramana Juvvadi, Managing Members of McKinney Estate LLC, a limited liability company, General Partner of Prosper Meadows LP, a Texas limited partnership, on behalf of said company.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Vijay Borra, in his capacity as an owner.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Kiranmai Yalamanchili, in her capacity as an owner.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Ramana Juvvadi, in his capacity as an owner.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Sridevi Juvvadi, in her capacity as an owner.

Notary Public, State of Texas

**EXHIBIT A
ANNEXATION
LEGAL DESCRIPTION**

BEING A **100.035** ACRE TRACT OF LAND LOCATED IN THE JOHN H. DURRETT SURVEY, ABSTRACT NO. 350, AND THE JOHN McKIM SURVEY, ABSTRACT NO. 889, AND BEING ALL OF A CALLED 100.035 ACRE TRACT OF LAND DESCRIBED IN DEED TO RH-TWO, L.P., RECORDED IN DOC. #2004-86307, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE COMMON NORTHEAST CORNER OF CALLED 100.035 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 50 ACRE TRACT OF LAND DESCRIBED IN DEED TO LEONARD AND NORMA E. McCASLAND, RECORDED IN VOLUME 4683, PAGE 1919, DEED RECORDS, DENTON COUNTY, TEXAS, AND THE CENTERLINE OF PARVIN ROAD;

THENCE **SOUTH 01°00'00" WEST**, LEAVING SAID CENTERLINE OF PARVIN ROAD, ALONG THE COMMON LINE OF SAID 100.035 ACRE TRACT AND 50 ACRE TRACT, FOR A DISTANCE OF **2808.69** FEET TO THE SOUTHEAST CORNER OF CALLED 100.035 ACRE TRACT AND THE SOUTHWEST CORNER OF CALLED 50 ACRE TRACT AND IN THE NORTH LINE OF CALLED 105.734 ACRE TRACT OF LAND DESCRIBED IN DEED TO 2006 PROSPER PARTNERS, L.P., RECORDED IN INST. NO. 2006-119648, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE **SOUTH 89°50'15" WEST**, CONTINUING ALONG THE SOUTH LINE OF CALLED 100.035 ACRE TRACT AND THE NORTH LINE OF CALLED 105.734 ACRE TRACT OF LAND, FOR A DISTANCE OF **493.56** FEET TO THE NORTHWEST CORNER OF CALLED 105.734 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 100.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO GONZALEZ PROPERTIES NO. 2, LTD., RECORDED IN DOC. #2005-48254, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE **SOUTH 89°48'29" WEST**, CONTINUING ALONG THE SOUTH LINE OF CALLED 100.035 ACRE TRACT AND THE NORTH LINE OF CALLED 100.00 ACRE TRACT, FOR A DISTANCE OF **1061.58** FEET TO THE SOUTHWEST CORNER OF CALLED 100.035 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 220.75 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE MAHARD 2003 PARTNERSHIPS, L.P., RECORDED IN DOC. #2004-24461, DEED RECORDS, DENTON COUNTY, TEXAS;

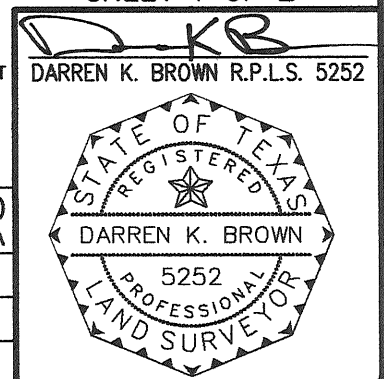
THENCE **NORTH 01°02'00" EAST**, ALONG THE COMMON LINE OF CALLED 100.035 ACRE TRACT AND EAST LINE OF CALLED 220.75 ACRE TRACT, FOR A DISTANCE OF **2799.66** FEET TO THE NORTHWEST CORNER OF CALLED 100.035 ACRE TRACT AND NORTHEAST CORNER OF CALLED 220.75 ACRE TRACT AND THE CENTERLINE OF SAID PARVIN ROAD;

THENCE **NORTH 89°29'00" EAST**, ALONG THE CENTERLINE OF SAID PARVIN ROAD AND ALONG THE NORTH LINE OF CALLED 100.035 ACRE TRACT, FOR A DISTANCE OF **1553.73** FEET TO THE POINT OF BEGINNING AND CONTAINING **4,357,505** SQUARE FEET OR **100.035** ACRES OF LAND.

BASIS OF BEARINGS DERIVED FROM THE WEST LINE OF RHEA MILLS ESTATES AS RECORDED IN CABINET F, PAGE 753, PLAT RECORDS, COLLIN COUNTY, TEXAS.

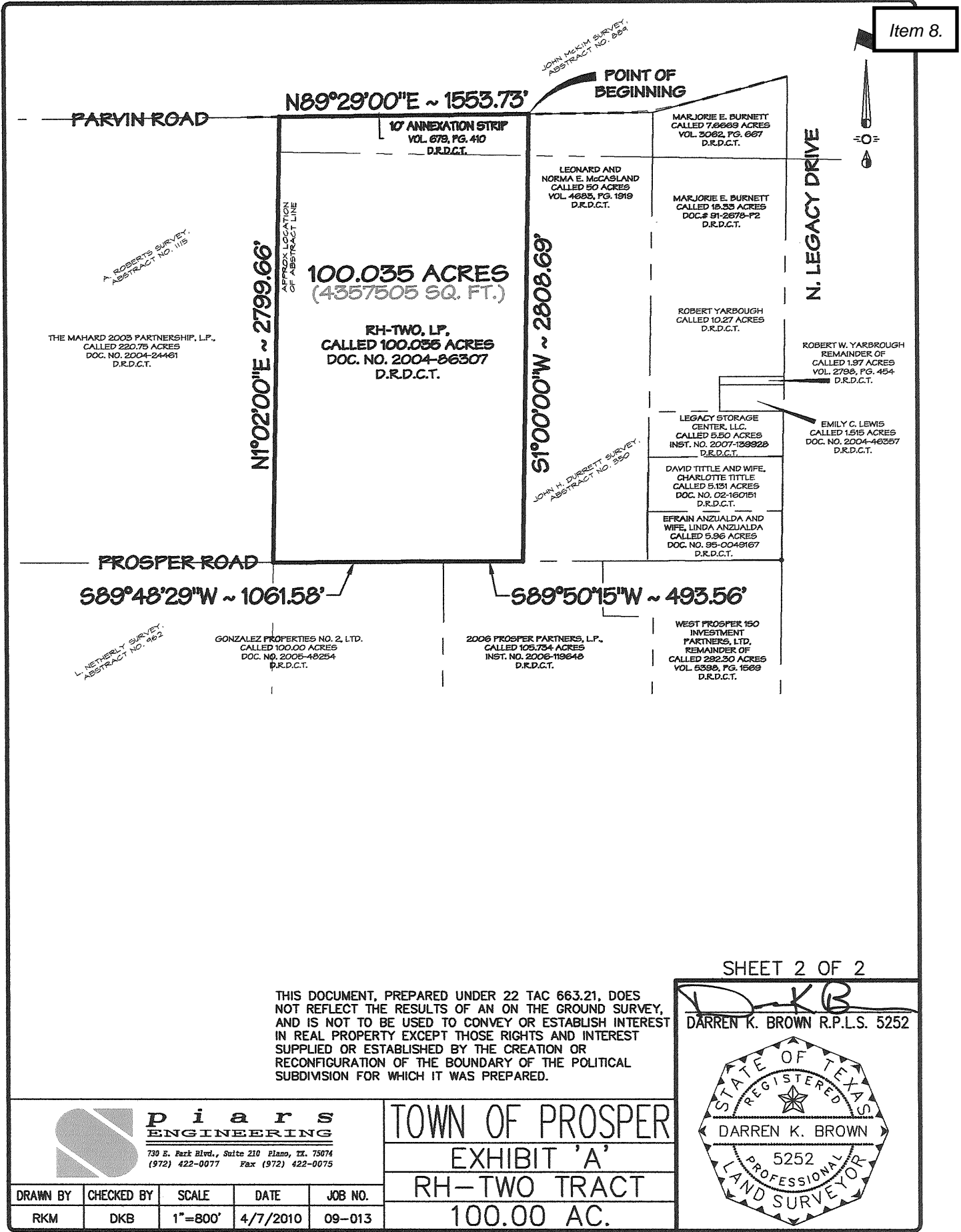
SHEET 1 OF 2

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



TOWN OF PROSPER
EXHIBIT 'A'
RH-TWO TRACT
100.00 AC.

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
RKM	DKB	N.T.S.	4/7/2010	09-013



SHEET 2 OF 2

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

DARREN K. BROWN R.P.L.S. 5252

piars ENGINEERING
 730 E. Park Blvd., Suite 210 Plano, TX. 75074
 (972) 422-0077 Fax (972) 422-0075

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
RKM	DKB	1"=800'	4/7/2010	09-013

TOWN OF PROSPER

EXHIBIT 'A'

RH-TWO TRACT

100.00 AC.

Denton County
Juli Luke
County Clerk
Denton, TX 76202

Item 8.



70 2015 00004542

Instrument Number: 2015-4542

As

Agreement

Recorded On: January 15, 2015

Parties: TOWN OF PROSPER

To

Billable Pages: 35

Number of Pages: 35

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Agreement	162.00
Total Recording:	162.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-4542

Receipt Number: 1243177

Recorded Date/Time: January 15, 2015 11:55:42A

Record and Return To:

TOWN OF PROSPER

PO BOX 307

PROSPER TX 75078

User / Station: C Robinson - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

Page 43

AFTER RECORDING,
RETURN TO:
Town of Prosper
Attn: Robyn Battle
P.O. Box 307
Prosper, TX 75078

STATE OF TEXAS §
 §
COUNTY OF DENTON §

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into as of this 13th day of January, 2015, ("Effective Date") by and between the Town of Prosper, Texas, ("Town") and RH-TWO, LP ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 100.035 acres, more or less, situated in the J.M. Durrett Survey, Abstract No. 350, the J. McKim Survey, Abstract No. 889, and the A. Roberts Survey, Abstract No. 1115, Denton County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Town and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Town in accordance with Section 43.035 of the Texas Local Government Code desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, Town is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.
2. Use and Development. The use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not

limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth by the ordinances of Town (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with agriculture zoning.

3. Annexation and Zoning. Town will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that Town, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement, Town and Owner agree that Town may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

OWNER HEREBY RELEASES TOWN, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT/THEY MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS PARAGRAPH.

4. Water and Sewer Service. Following annexation of the Property by Town, Town agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same regulations as any development in Town and in accordance with the annexation service plan. Town agrees to provide water service for the Property in the same manner and in accordance to the same schedule as any development in Town if it can lawfully do so. Upon being requested to do so by Town, Owner agrees to execute and convey an easement to Town, at no cost to Town, on that portion of the Property reasonably needed by Town, in Town's reasonable discretion, to be used as a utility easement for water and sewer service, free from any liens or other encumbrances, for the construction and/or extension of water or sewer facilities; provided, however, Town agrees to locate the easement(s) in accordance with Town's Capital Improvement Plan, as it exists or may be amended. Said easement shall be materially in the same form as *Exhibit "B"* and *Exhibit "C"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Right-of-Way Dedication for Prosper Road (Future Prosper Trail) and Parvin Road (Future Frontier Parkway). Upon being requested to do so by Town, Owner agrees to dedicate to Town, at no cost to Town, that portion of the Property reasonably needed by Town, in Town's reasonable discretion, to be used as right-of-way for Prosper Road (Future Prosper Trail) and Parvin Road (Future Frontier Parkway), free from any liens or other encumbrances, for the construction and/or extension of Prosper Road (Future Prosper Trail) and Parvin Road (Future Frontier Parkway) ("ROW Property"). Said right-of-way dedication shall be by warranty deed materially in the same form as *Exhibit "D"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the right-of-way dedication.

6. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 06-91, as it exists or may be amended.

7. Other Development Fees. Town ordinances covering property taxes, park dedication and/or payment in lieu of dedication of land, utility rates, permit fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within Town’s corporate boundaries. Further this Agreement does not waive or limit any of the obligations of Owners to Town under any other ordinance, whether now existing or in the future arising.

8. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the Effective Date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Town.

9. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default (“Defaulting Party”) of this Agreement (“Event of Default”). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

10. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

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

With copy to: Terrence Welch
Brown & Hofmeister, L.L.P.
740 E. Campbell Road
Suite 800
Richardson, TX 75081

Owner: RH-TWO, LP
628 Beverly Dr
Dallas, TX 75205

With copy to: Alex Oliver
Cramer Weatherbie Richardson Walker LLP
2301 S. Capital of Texas Hwy, Bldg J-102
Austin, TX 78746

11. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to Town of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the parties agree that the Owners shall be subject to all ordinances of Town. All construction will be in accordance with applicable ordinances and regulations of Town, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

(e) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the receipt and sufficiency of which is forever confessed.

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof,

and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

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


(k) Sovereign Immunity. The parties agree that Town has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

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

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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

TOWN OF PROSPER, TEXAS
By: 
Harlan Jefferson, Town Manager

ATTEST:

Robyn Battle
Town Secretary



OWNER:

RH-TWO, LP

By: RH-TWO GP, LLC
Its General Partner

By: 

Judge McStay, Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson**, Town Manager of Town of Prosper, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **Town of Prosper, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of January, 2015.



Carol Myers
Notary Public in and for the State of Texas
My Commission Expires:
10-25-17

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **Judge McStay**, the Manager of RH-TWO GP, LLC, a Texas limited liability company and the General Partner of RH-TWO, LP, a Texas limited partnership, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of December, 2014



Kathryn Sonia Young
Notary Public in and for the State of Texas
My Commission Expires:
March 6, 2018

Exhibit "A"
Description and Depiction of Property

**EXHIBIT A
ANNEXATION
LEGAL DESCRIPTION**

BEING A **100.035** ACRE TRACT OF LAND LOCATED IN THE JOHN H. DURRETT SURVEY, ABSTRACT NO. 350, AND THE JOHN McKIM SURVEY, ABSTRACT NO. 889, AND BEING ALL OF A CALLED 100.035 ACRE TRACT OF LAND DESCRIBED IN DEED TO RH-TWO, L.P., RECORDED IN DOC. #2004-86307, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE COMMON NORTHEAST CORNER OF CALLED 100.035 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 50 ACRE TRACT OF LAND DESCRIBED IN DEED TO LEONARD AND NORMA E. McCASLAND, RECORDED IN VOLUME 4683, PAGE 1919, DEED RECORDS, DENTON COUNTY, TEXAS, AND THE CENTERLINE OF PARVIN ROAD;

THENCE **SOUTH 01°00'00" WEST**, LEAVING SAID CENTERLINE OF PARVIN ROAD, ALONG THE COMMON LINE OF SAID 100.035 ACRE TRACT AND 50 ACRE TRACT, FOR A DISTANCE OF **2808.69** FEET TO THE SOUTHEAST CORNER OF CALLED 100.035 ACRE TRACT AND THE SOUTHWEST CORNER OF CALLED 50 ACRE TRACT AND IN THE NORTH LINE OF CALLED 105.734 ACRE TRACT OF LAND DESCRIBED IN DEED TO 2006 PROSPER PARTNERS, L.P., RECORDED IN INST. NO. 2006-119648, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE **SOUTH 89°50'15" WEST**, CONTINUING ALONG THE SOUTH LINE OF CALLED 100.035 ACRE TRACT AND THE NORTH LINE OF CALLED 105.734 ACRE TRACT OF LAND, FOR A DISTANCE OF **493.56** FEET TO THE NORTHWEST CORNER OF CALLED 105.734 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 100.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO GONZALEZ PROPERTIES NO. 2, LTD., RECORDED IN DOC. #2005-48254, DEED RECORDS, DENTON COUNTY, TEXAS;

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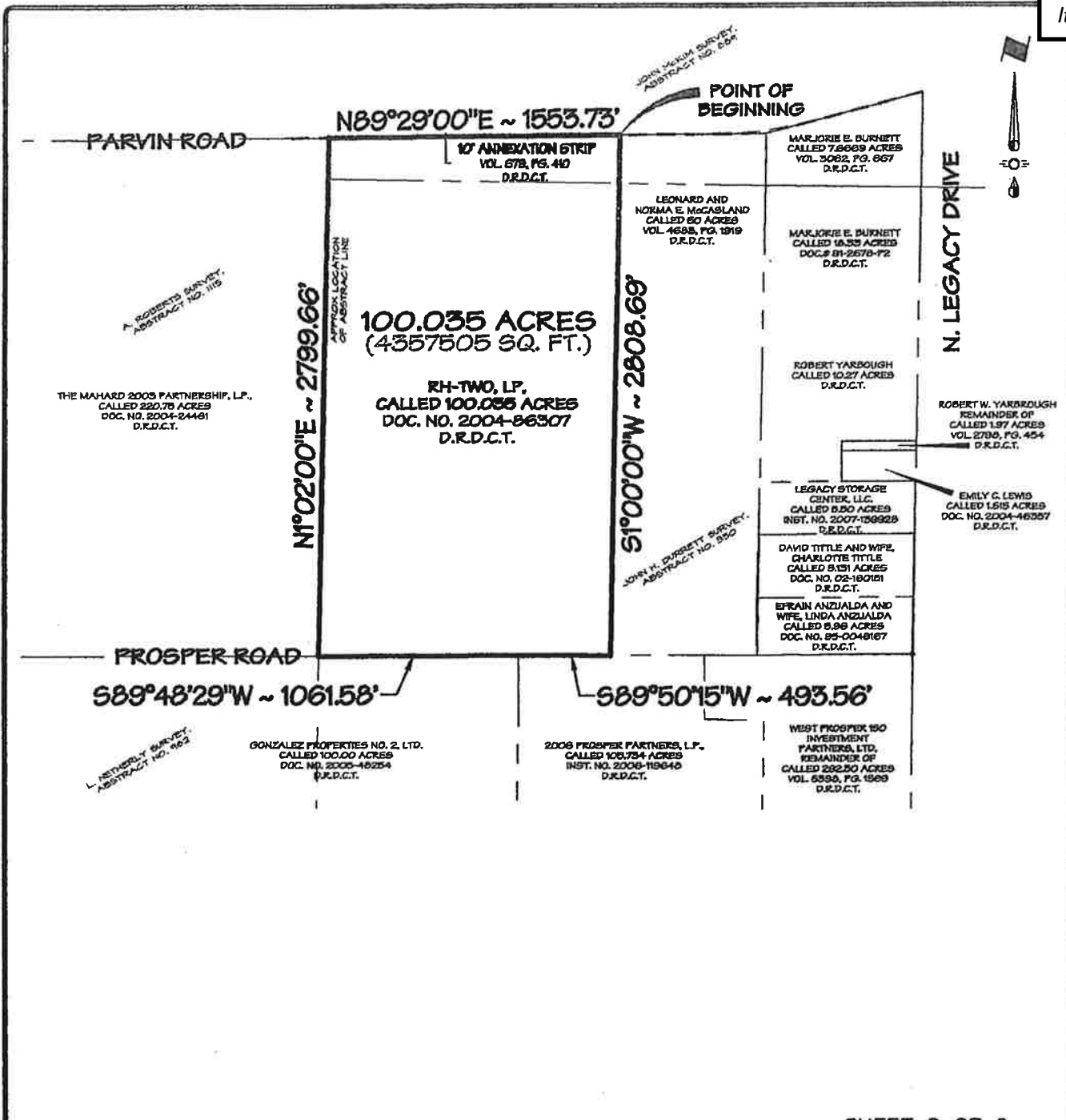
BASIS OF BEARINGS DERIVED FROM THE WEST LINE OF RHEA MILLS ESTATES AS RECORDED IN CABINET F, PAGE 753, PLAT RECORDS, COLLIN COUNTY, TEXAS.

SHEET 1 OF 2

THIS DOCUMENT, PREPARED UNDER 22 TAC 66.3.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DKB
DARREN K. BROWN R.P.L.S. 5252

 730 E. Buck Blvd., Suite 210 Plano, TX. 75074 (972) 422-0077 Fax (972) 422-0075					TOWN OF PROSPER				
					EXHIBIT 'A'				
					RH-TWO TRACT				
					100.00 AC.				
DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.					
RKM	DKB	N.T.S.	4/7/2010	09-013					



SHEET 2 OF 2

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

DARREN K. BROWN R.P.L.S. 5252



P i a r s
ENGINEERING
739 E. Park Blvd., Suite 210 Plano, TX 75074
(972) 422-0077 Fax (972) 422-0075

TOWN OF PROSPER
EXHIBIT 'A'
RH-TWO TRACT
100.00 AC.

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
RKM	DKB	1"=800'	4/7/2010	09-013

Exhibit "B"
Water Line Easement Form
with Temporary Construction Easement

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS’ LICENSE NUMBER.”

AFTER RECORDING, RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

WATER EASEMENT & TEMP. CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That _____ (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water line facilities (“Facilities”), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Denton County, Texas, as more particularly described in and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes (“Easement Property”). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for blow-offs, valves or fire hydrants at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface drainage of storm water over the Easement Property.

WATER & TEMP. CONSTRUCTION (_____)

This conveyance also includes a temporary construction easement on such property as described on Exhibit "B" attached hereto and incorporated herein for all purposes ("Temporary Construction Easement Property") for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the earlier of (a) completion of construction of the Facilities and acceptance of the Facilities by the Town of Prosper, or (b) two (2) years from the date Grantor has signed this instrument. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement Property (but only during the term of the Temporary Construction Easement), or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property and Temporary Construction Easement Property (but only during the term thereof) unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

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

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

_____,
a Texas _____

By: _____
[INSERT AUTHORIZED SIGNATOR, TITLE]

**AGREED AND ACCEPTED:
TOWN OF PROSPER, TEXAS**

By: _____
Harlan Jefferson, Town Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against a portion of the Water Easement Property and Temporary Construction Easement evidenced by:

Vendor's Lien retained in Deed, dated _____, filed for record on _____ and recorded under Clerk's File No. _____, Real Property Records of Denton County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$ _____, payable to the order of _____, said note being additionally secured by Deed of Trust (with Security Agreement and Assignment of Rents) of even date therewith to _____, Trustee, filed for record on _____ and recorded under Clerk's File No. 2 _____, Real Property Records of Denton County, Texas, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien; and

[ADDITIONAL LIENS AS SHOWN ON TITLE SEARCH].

hereby consents to the execution of the foregoing Water Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Water Easement and/or Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Legal Description and Depiction of the Easement Property

WATER & TEMP. CONSTRUCTION (_____)

EXHIBIT "B"
Legal Description and Depiction of Temporary Construction Easement Property

Exhibit "C"
Sanitary Sewer Easement Form
with Temporary Construction Easement

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS’ LICENSE NUMBER.”

AFTER RECORDING, RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

SANITARY SEWER EASEMENT & TEMP. CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That _____ (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer facilities (“Facilities”), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Denton County, Texas, as more particularly described in and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes (“Easement Property”). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for clean-outs or manholes at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface drainage of storm water over the Easement Property.

This conveyance also includes a temporary construction easement on such property as described on Exhibit "B" attached hereto and incorporated herein for all purposes ("Temporary Construction Easement Property") for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the earlier of (a) completion of construction of the Facilities and acceptance of the Facilities by the Town of Prosper, or (b) two (2) years from the date Grantor has signed this instrument. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement Property (but only during the term of the Temporary Construction Easement), or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property and Temporary Construction Easement Property (but only during the term thereof) unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

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

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

_____,
a Texas _____

By: _____
[INSERT AUTHORIZED SIGNATOR, TITLE]

**AGREED AND ACCEPTED:
TOWN OF PROSPER, TEXAS**

By: _____
Harlan Jefferson, Town Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against a portion of the Sanitary Sewer Easement Property and Temporary Construction Easement evidenced by:

Vendor's Lien retained in Deed, dated _____, filed for record on _____ and recorded under Clerk's File No. _____, Real Property Records of Denton County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$_____, payable to the order of _____, said note being additionally secured by Deed of Trust (with Security Agreement and Assignment of Rents) of even date therewith to _____, Trustee, filed for record on _____ and recorded under Clerk's File No. 2 _____, Real Property Records of DENTON County, Texas, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien; and

[ADDITIONAL LIENS AS SHOWN ON TITLE SEARCH].

hereby consents to the execution of the foregoing Sanitary Sewer Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Sanitary Sewer Easement and/or Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Legal Description and Depiction of the Easement Property

EXHIBIT "B"
Legal Description and Depiction of Temporary Construction Easement Property

SANITARY SEWER & TEMP. CONSTRUCTION (_____)
605986-1

Exhibit "D"
Right of Way Warranty Deed Form

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:
Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

RIGHT OF WAY WARRANTY DEED

STATE OF TEXAS §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a Texas _____ ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation ("Grantee") the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

Being _____ acres of land, more or less, in the _____ Survey, Abstract No. _____, in the Town of Prosper, _____ County, Texas, more particularly depicted and described in Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes (the "Property").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in _____ County, Texas; and (ii) all zoning law regulations and ordinances of municipal

and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 20____.

[type grantors name],
a Texas _____

By: _____
[type name and title]

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a Texas _____; and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

LIENHOLDER'S CONSENT TO PARTIAL RELEASE OF LIEN:

The undersigned, being the holder(s) of the lien against a portion of the Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____, recorded under Clerk's File No. _____, from _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, recorded under _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Right of Way Warranty Deed and agrees that in the event of a foreclosure of the Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the conveyance made by this deed will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____ *Bank, a* _____

By: _____
Printed Name: _____
Its: _____
Address: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, the _____ and duly authorized representative of _____ *Bank, a* _____, on behalf of said corporation.

Notary Public, State of Texas

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 8, 2019

Agenda Item:

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

Description of Agenda Item:

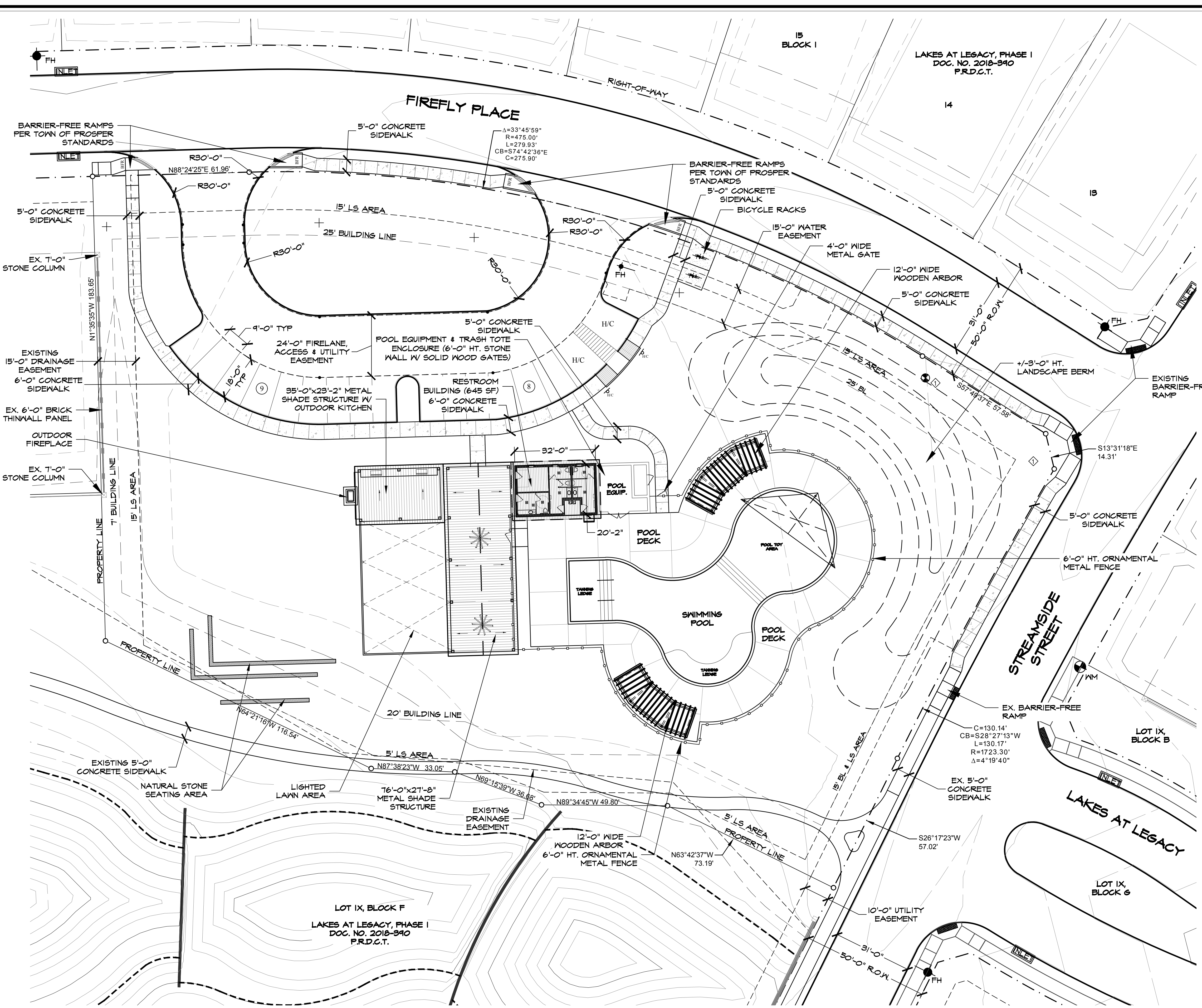
Attached are the Site Plans that were acted on by the Planning & Zoning Commission at their October 1, 2019, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Site Plan for Lakes at Legacy Amenity Center
2. Site Plan for The Cotton Gin Cafe Expansion

Town Staff Recommendation:

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



LEGEND

⊙	PROPOSED PARKING COUNT	⊕	PROPOSED DOMESTIC WATER METER
BFR	BARRIER FREE RAMP	⊕	EXISTING BARRIER FREE RAMP
H/C	HANDICAP PARKING SPACE	BFR	PROPOSED BARRIER FREE RAMP
U.E./S.W.E.	UTILITY & SIDEWALK EASEMENT	—	6'-0" HT. SCREENING WALL (MASONRY FACADE)
FH	EXISTING FIRE HYDRANT	—	SCREENING WALL SHALL ACT AS POOL EQUIPMENT AND TRASH TOTE ENCLOSURE.
SSMH	EXISTING SANITARY SEWER MANHOLE	—	VARIABLE HT. RETAINING WALL OR SEAT WALL (MASONRY FACADE)
—	EXISTING WATER MAIN W/ VALVE	—	6'-0" HT. ORNAMENTAL METAL FENCE
—	EXISTING SANITARY SEWER	—	1 - 4'-0" WIDTH SELF LATCHING, SELF CLOSING METAL GATE
—	EXISTING STORM	G	CONCRETE SIDEWALK PER TOWN OF PROSPER STANDARDS - WIDTH VARIES
—	EXISTING CURB INLET		
—	RIGHT-OF-WAY		
FFE 599.50	FINISHED FLOOR ELEVATION		

BLOCK F, LOT 2X SITE INFORMATION
 ZONING: PD-65
 PROPOSED USE: PRIVATE RECREATION CENTER
 LAND AREA: 75,317 S.F. OR 1.729 ACRES
 BUILDING AREA: 645 SF BUILDING

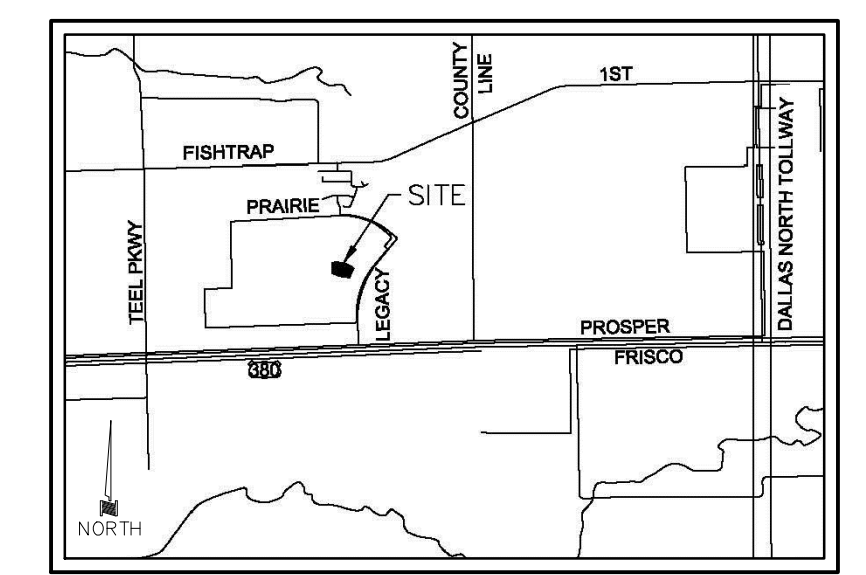
BUILDING HEIGHTS: 15'-3" (1 STORY)
 FLOOR TO AREA: 0.0085:1 [645 / 75,317]
 LOT COVERAGE: 0.85%

PARKING REQUIRED: 10 PARKING STALLS + 1 STALL PER 300SF OVER 2,000SF OF BUILDING (CHAPTER 4, SECTION 4.5)
 PARKING PROVIDED: 17 TOTAL, (w/ 2 HANDICAP)

INTERIOR LANDSCAPE REQUIRED: (LOT AREA X 10%) 7,531 SF
 INTERIOR LANDSCAPE PROVIDED: 48,695 SF
 TOTAL IMPERVIOUS SURFACE: 28,462 SF, 37.8%
 OPEN SPACE REQUIRED: (LOT AREA X 7%) 5,272 SF
 OPEN SPACE PROVIDED: 35,894 SF
 *HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

WATER METER SCHEDULE

METER ID NUMBER	WATER SERVICE SIZE	WATER METER SIZE	METER DOM.	METER IRR.	SAN. SERVICE SIZE
⊕	1"	1"	X		6"



- TOWN OF PROSPER SITE PLAN NOTES:**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPE SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMP 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 TOWN ENGINEER.
 - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE 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 DATE SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.
- NOTE: NO FLOODPLAIN EXISTS ON THE SITE

**SITE PLAN
 LAKES AT LEGACY, PH. 1
 Lot 2X, Block F
 ~AMENITY CENTER~
 CASE #D19-0086**

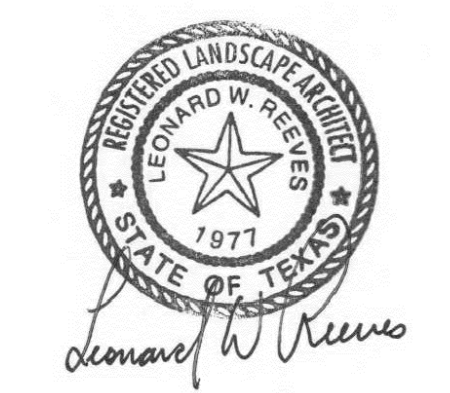
BEING 1.729 ACRES OUT OF THE L. NETHERLY SURVEY, A-962

TOWN OF PROSPER
 DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
 PROSPER PARTNERS, L.P.
 10950 RESEARCH ROAD
 FRISCO, TEXAS 75033
 PH. (214) 387-3913
 CONTACT: CLINT RICHARDSON

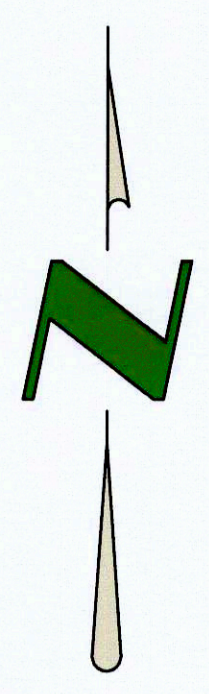
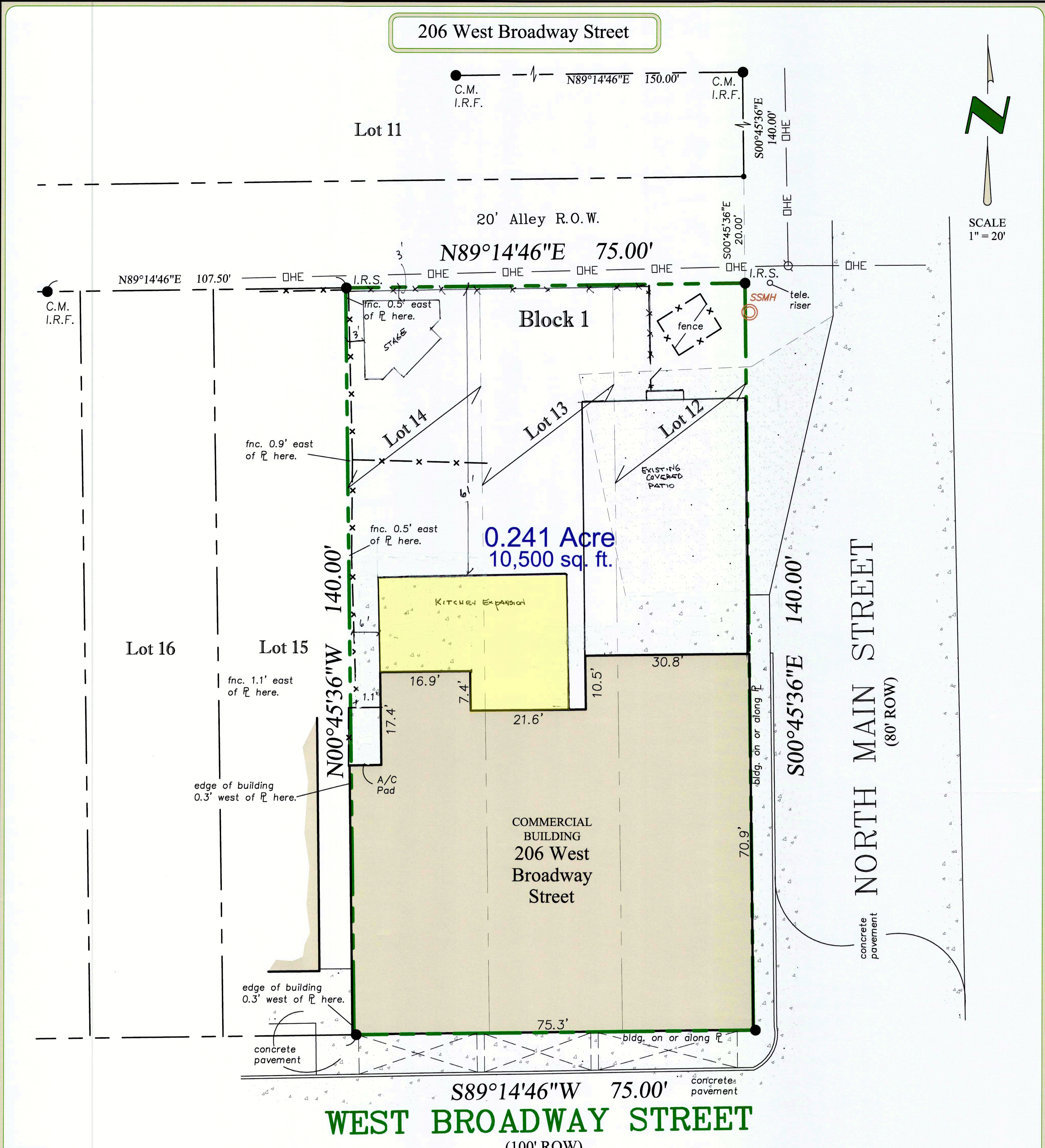
CIVIL ENGINEER:
 KIMLEY-HORN & ASSOCIATES, INC.
 5750 GENESIS COURT, SUITE 200
 FRISCO, TEXAS 75034
 PH. (972) 335-3580
 CONTACT: THOMAS L. FLETCHER, PE

LANDSCAPE ARCHITECT:
 STUDIO 13 DESIGN GROUP, PLLC.
 386 W. MAIN STREET
 LEWISVILLE, TEXAS 75057
 PH. (469) 635-1900
 CONTACT: LEONARD REEVES, RLA, LI



Submitted 9/17/2019

SP1



SCALE
1" = 20'

NOTE:
 • Bearings shown hereon are based on Texas State Plane Coordinate System, North Central Zone (NAD 83, U.S. Feet) with a combined scale factor of 1.00015271.

PROPERTY DESCRIPTION: BEING Lots 12, 13 and 14, in Block 1, of BRYANT'S ADDITION, an Addition to the Town of Prosper, Collin County, Texas, according to the Map thereof recorded in Volume 116, Page 162, Map Records, Collin County, Texas.

The undersigned have/has received and reviewed a copy of this survey.

x _____

x _____

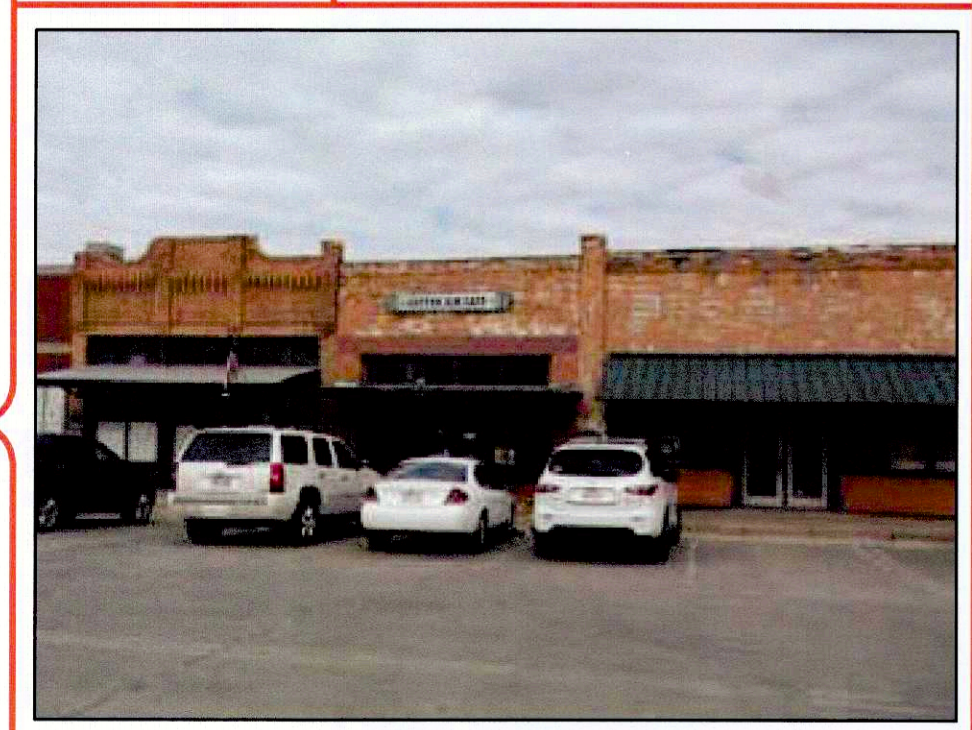
Date: _____

Date:	11/09/2015
ASC No.	151186
Drawn/Chk	J.H.B.
Client	Chicago Title, Pettis Real Estate, LLC
G.F. No.	CTMH63-8055631500312-MN

LEGEND - C.M.= Controlling Monument; I.R.F.= Iron Rod Found; I.P.F.= Iron Pipe Found; F.C.P.= Fence Corner Post. OHE=Overhead Electric. I.R.S.= Iron Rod Set 1/2" diameter with yellow cap stamped "Arthur Surveying Company". All found iron rods are 1/2" diameter unless otherwise noted. — x — (fence / \square fence post) — OHE — (overhead power)

FLOOD NOTE: The property described hereon is not within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community-Panel No. 480141 0235 J, present effective date of map, June 2, 2009, herein property situated within Zone "X".

SURVEYORS CERTIFICATION:
 The undersigned does hereby certify to Chicago Title and Pettis Real Estate, LLC, that this survey was this day made on the ground of the property legally described hereon. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey.



206 West Broadway Street
Prosper, Texas

Chicago Title
 1518 Legacy Drive, Suite 280
 Frisco, Texas 75034
 Ph. 469-304-4625
 Fax 469-304-4627

Arthur Surveying Co.
 Professional Land Surveyors
 220 Elm St., # 200 - Lewisville, TX 75057
 Ph. 972.221.9439 - TFRN# 10063800
 arthursurveying.com Established 1986

PRELIMINARY

D19-0093
SITE PLAN

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 8, 2019

Agenda Item:

Presentation of service plan and second Public Hearing to consider the voluntary annexation of 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001).

Description of Agenda Item:

In 2014, the Town extended the five-year Annexation Agreement with the property owner, who at that time, was Glen Miller. In October 2018, the property was sold to Prosper ISD. In August, Prosper ISD submitted a petition to have the property voluntarily annexed by the Town, indicating an intent to develop the subject property as a high school.

This is the second of two (2) required Public Hearings; the first Public Hearing was held on September 24, 2019. Following this Public Hearing, the Town Council will consider an ordinance completing the annexation process.

Legal Obligations and Review:

The notice for the second Public Hearing has been published in the newspaper and placed on the Town's website per state law and the annexation schedule.

Attached Documents:

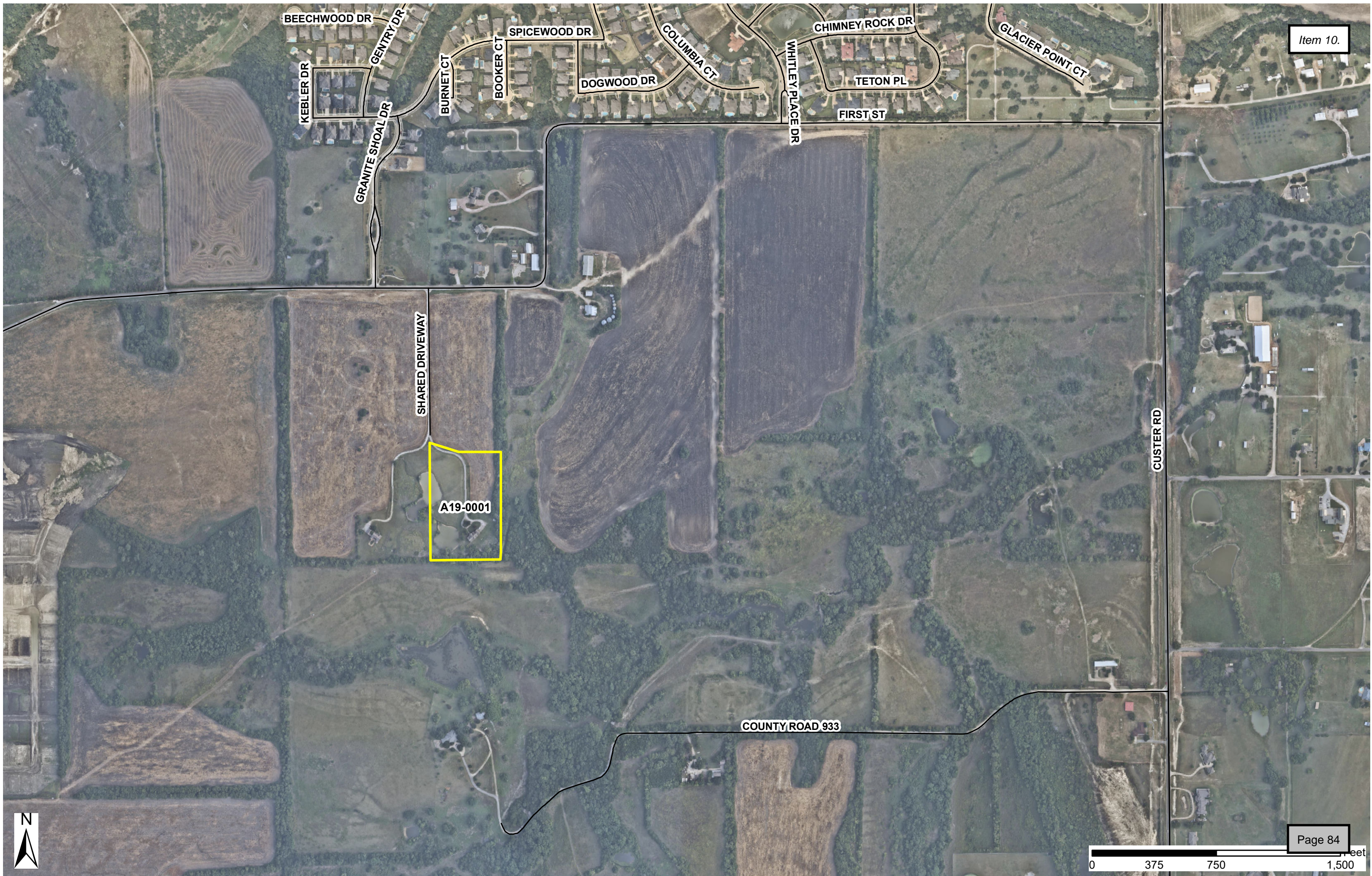
1. Annexation Exhibit
2. Annexation Map
3. Annexation Service Plan

Town Staff Recommendation:

Town staff recommends the Town Council hold the second Public Hearing to consider the voluntary annexation of 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road, and receive comments from the public.

Proposed Motion:

Once the public hearing has been held, no further action is required for this item.



ANNEXATION EXHIBIT

295,789 SQUARE FEET, OR 6.790 ACRES

Being a 6.790 acre tract of land situated in the Jeremiah Horn Survey, Abstract Number 411, Collin County, Texas same being all of a tract of land to Prosper Independent School District as recorded in Instrument number 20181023001321280 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a 1/2 inch iron rod found for the northwest corner of said 6.790 acre tract said point also being an easterly inner ell corner of a 73.015 acre tract of land to Prosper Independent School District as recorded in Instrument number 20181023001321670 of the Official Public Records of Collin County, Texas;

THENCE South 72 degrees 44 minutes 33 seconds East along the north line of said 6.790 acre tract same being the easterly line of said 73.015 acre Prosper Independent School District tract, a distance of 182.34 feet to a 1/2 inch steel square tubing with cap stamped "BRENNAN 5560" found for corner at an angle point in same;

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SURVEYOR'S CERTIFICATE

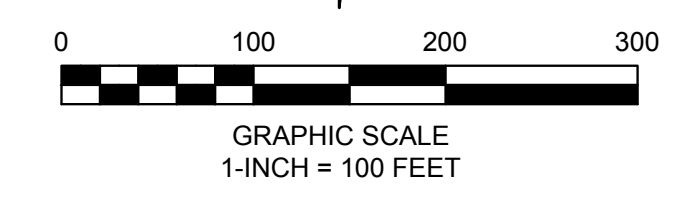
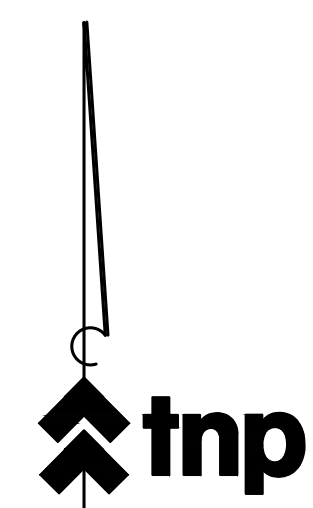
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Brian J. Maddox II
Registered Professional Land Surveyor No. 6659
August 02, 2019



Drawing: L:\Projects\HUC 19068 Prosper High School No. 3\Acad\Deliverables\Separate_Instrument_Exhibits\Annexation Exhibit\2019_08_02_HUC_19068_PISD_HS3_6_79AC_Annexation_Exhibiting at Aug.02, 2019 3:44pm by jimaddox

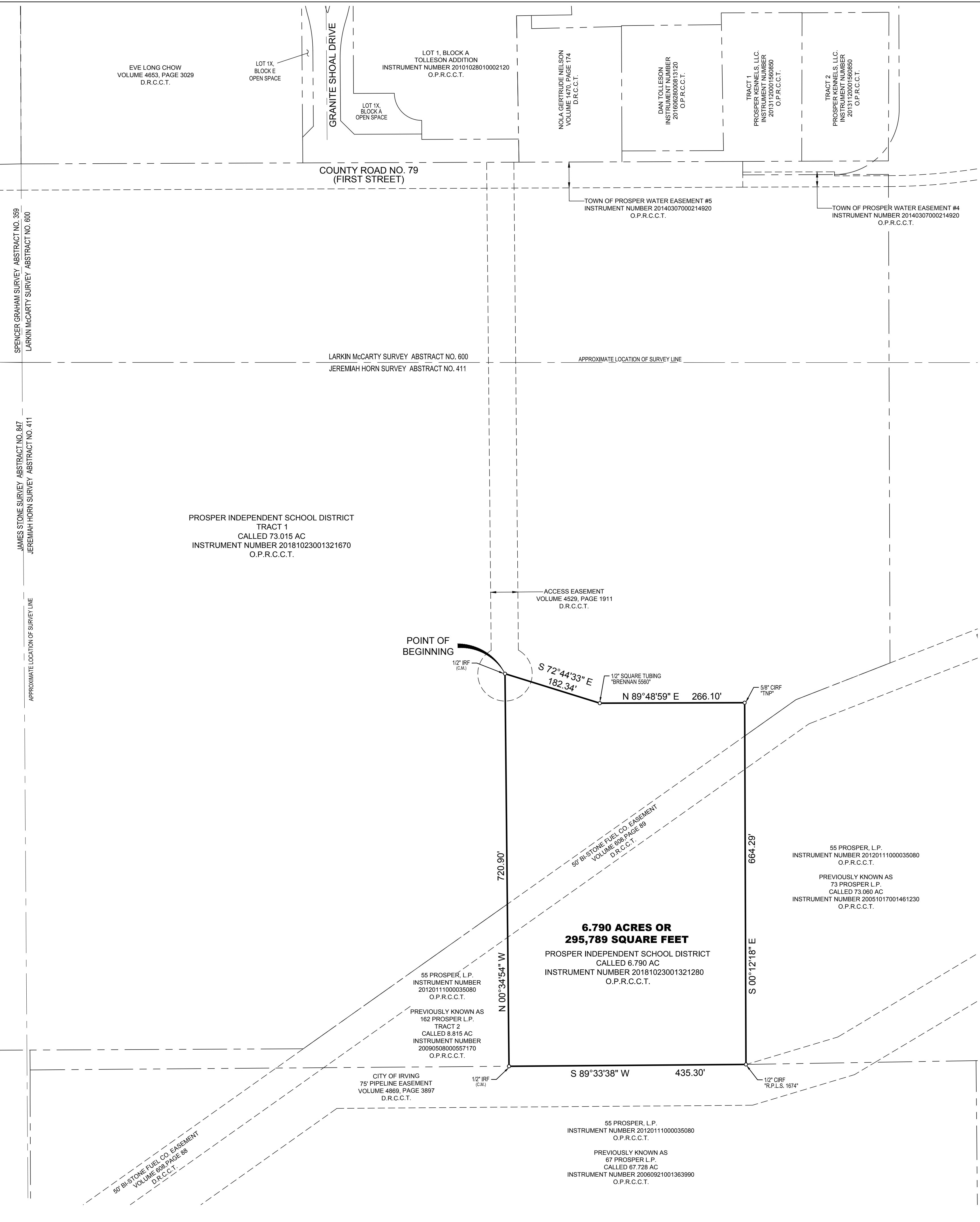
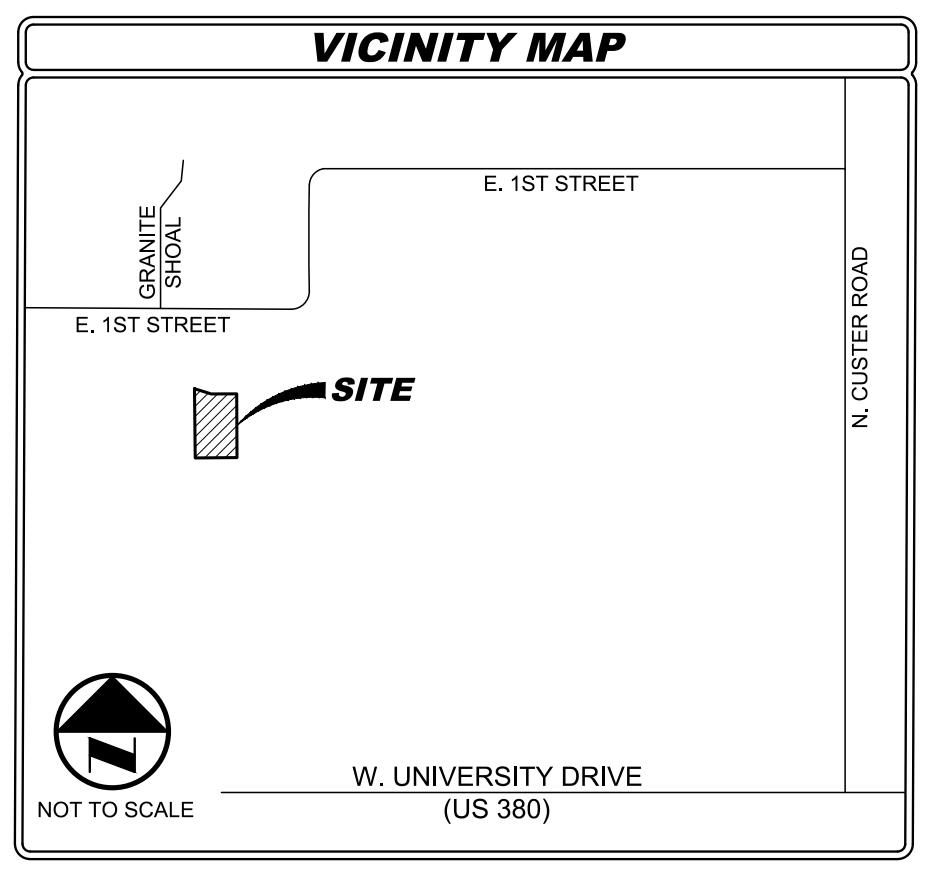


LEGEND

(C.M.) - CONTROL MONUMENT
 IRF - IRON ROD FOUND
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 R.O.W. - RIGHT-OF-WAY
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BASIS OF BEARINGS:

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Brian J. Maddox II
 Brian J. Maddox II
 Registered Professional Land Surveyor No. 6659
 August 02, 2019



EXHIBIT A
ANNEXATION EXHIBIT
6.790 ACRES
OR
295,789 SQUARE FEET

A TRACT OF LAND SITUATED IN THE JEREMIAH HORN SURVEY, ABSTRACT NUMBER 411, COLLIN COUNTY, TEXAS

BEING ALL OF A 6.790 ACRE TRACT OF LAND TO PROSPER INDEPENDENT SCHOOL DISTRICT AS RECORDED IN INSTRUMENT NUMBER 20181023001321280 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

OWNER
 PROSPER INDEPENDENT SCHOOL DISTRICT
 605 East 7th Street
 Prosper, Texas 75078
 Contact: Dr. Drew Watkins
 ph 469.219.2000

PROJECT INFORMATION
 Project No.: HUC 19068
 Date: August 02, 2019
 Drawn By: JM
 Scale: 1"=100'
 Sheet 2 of 2



SURVEYOR
 TEAGUE NALL AND PERKINS, INC.
 825 Waters Creek Boulevard, Suite M300
 Allen, Texas 75013
 214.461.9867 ph 214.461.9864 fx
 TBPLS Registration No. 10194381
 www.tnpsc.com

SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: October 8, 2019.

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

A. POLICE PROTECTION:

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

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

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

C. FIRE PREVENTION / INVESTIGATION:

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

D. SOLID WASTE COLLECTION:

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

E. WATER SERVICE:

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

F. SANITARY SEWER SERVICE:

1. The annexed area will be provided sanitary sewer service in accordance with applicable codes and departmental policy. When development occurs in adjacent areas, sanitary sewer service shall be provided in accordance with applicable Town codes and policies, including extensions of service.

2. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

G. ROADS AND STREETS / STREET LIGHTING:

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

H. PARKS AND RECREATION:

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

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

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

J. MISCELLANEOUS:

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

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 8, 2019

Agenda Item:

Consider and act upon an ordinance annexing 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001).

Description of Agenda Item:

In 2014, the Town extended the five-year Annexation Agreement with the property owner, who at that time, was Glen Miller. In October 2018, the property was sold to Prosper ISD. In August, Prosper ISD submitted a petition to have the property voluntarily annexed by the Town, indicating an intent to develop the subject property as a high school.

State law requires two (2) Public Hearings on an annexation request, which were held on September 24, 2019 and October 8, 2019.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the annexation ordinance as to form and legality.

Attached Documents:

1. Annexation Ordinance
2. Property Survey and Legal Description
3. Annexation Service Plan

Town Staff Recommendation:

Town staff recommends the Town Council approve an ordinance annexing 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road.

Proposed Motion:

I move to approve an ordinance annexing 6.8± acres generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-__

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF A TRACT OF LAND SITUATED IN THE JEREMIAH HORN SURVEY, ABSTRACT NO. 411, COLLIN COUNTY, TEXAS, CONTAINING APPROXIMATELY 6.790 ACRES OF LAND, AND BEING MORE GENERALLY LOCATED 1,000± FEET SOUTH OF E. FIRST STREET, 4,000± FEET WEST OF CUSTER ROAD, MORE OR LESS, IN COLLIN COUNTY, TEXAS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE ABOVE-DESCRIBED TRACT OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF PROSPER AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREAFTER ADOPTED; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), pursuant to the authority contained in Chapter 43 of the Texas Local Government Code, has investigated and determined that it would be advantageous and beneficial to Prosper and its inhabitants to annex the hereinafter described property ("Property") into the Town of Prosper ("Town"); and

WHEREAS, the Town Council finds that all requisites relative to consideration and adoption of this Ordinance have been complied with, pursuant to Chapter 43, Texas Local Government Code; and

WHEREAS, the Town Council finds that the Property that is the subject of this Ordinance is within the extraterritorial jurisdiction of the Town and is adjacent and contiguous to the existing town limits of the Town; and

WHEREAS, the Town Council finds that the field notes close the boundaries of the Property being annexed; and

WHEREAS, the Town Council has conducted at least two public hearings at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed service plan; and

WHEREAS, the Town Council finds the public hearings were conducted and held in accordance with Chapter 43 of the Texas Local Government; and

WHEREAS, the Town Council finds the proposed Service Plan for Annexed Area was prepared in compliance with law and was available for review and inspection by citizens; and

WHEREAS, the Town Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

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

SECTION 1

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

SECTION 2

The Property described in the attached Exhibit A and all public streets, roadways and alleyways located within or contiguous to the same is hereby annexed into the Town.

SECTION 3

The Service Plan for the Property is attached hereto as Exhibit B and made a part hereof for all purposes.

SECTION 4

From and after the passage of this Ordinance, the Property shall be a part of the Town, and the inhabitants thereof shall be entitled to all the rights and privileges of all of the citizens of Town and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the laws of the State of Texas.

SECTION 5

That the official map and boundaries of the Town are hereby amended to include the property as part of the Town and that a certified copy of this Ordinance shall be filed in the County Clerk's Office of Collin County, Texas.

SECTION 6

It shall be unlawful for any person, firm or corporation to make use of the Property in some manner other than as authorized by this Ordinance and Zoning Ordinance No. 05-20, and any amendments thereto; and it shall be unlawful for any person, firm or corporation to construct on the Property any building that is not in conformity with the permissible use under this Ordinance and Zoning Ordinance No. 05-20, and any amendments thereto.

SECTION 7

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

SECTION 8

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 9

This Ordinance shall become effective immediately upon its passage.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF OCTOBER, 2019.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT "A"

Item 11.

ANNEXATION EXHIBIT

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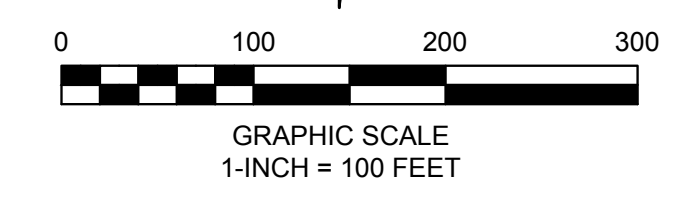
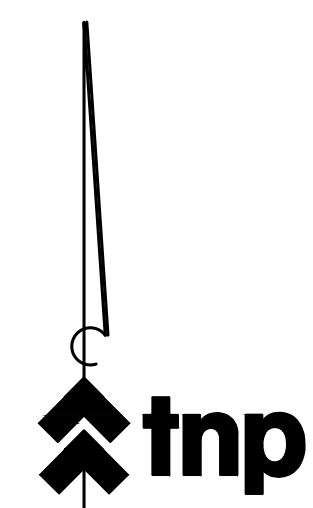


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 **teague nall & perkins**
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpsc.com
T.B.P.L.S. Firm No. 10194381

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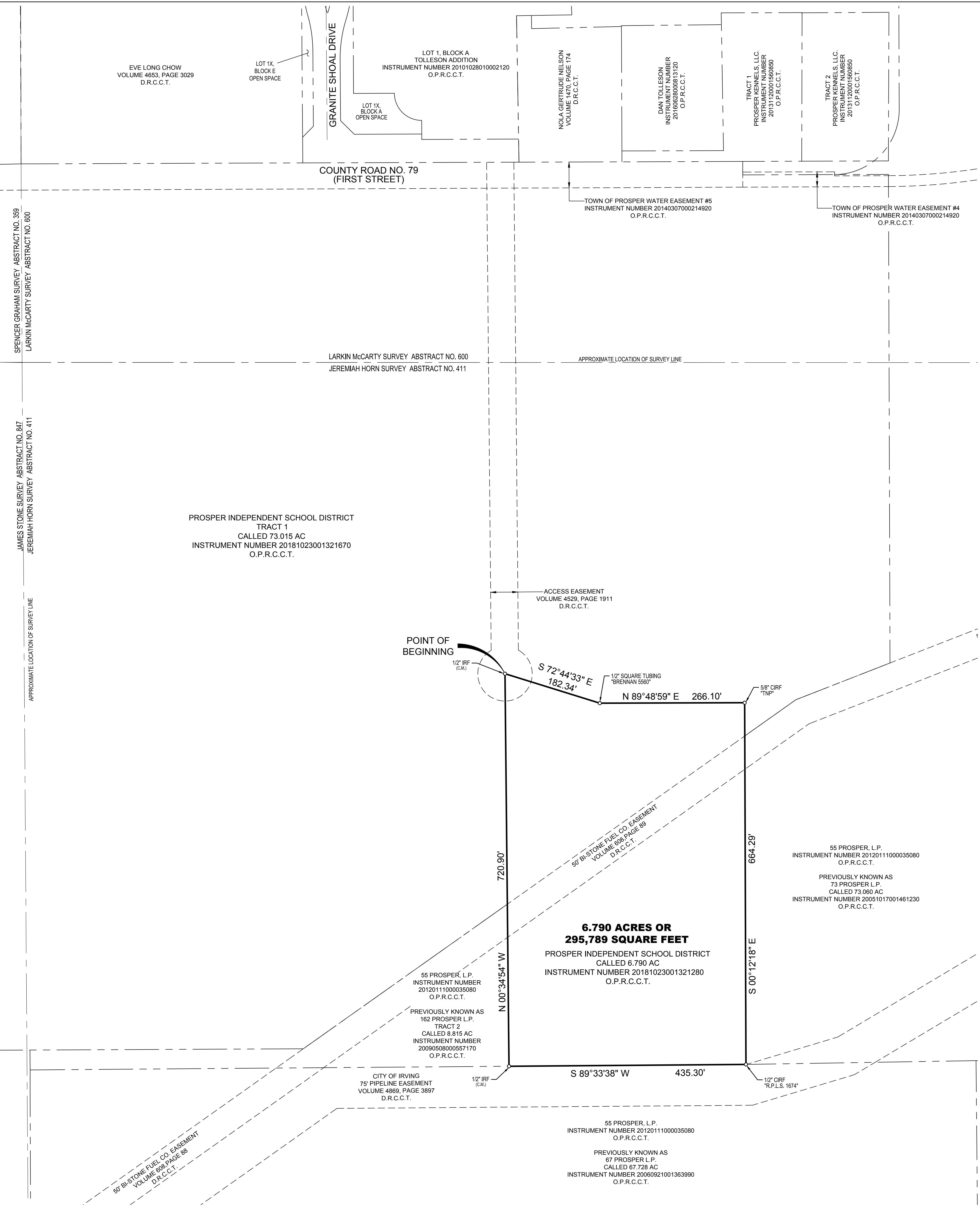
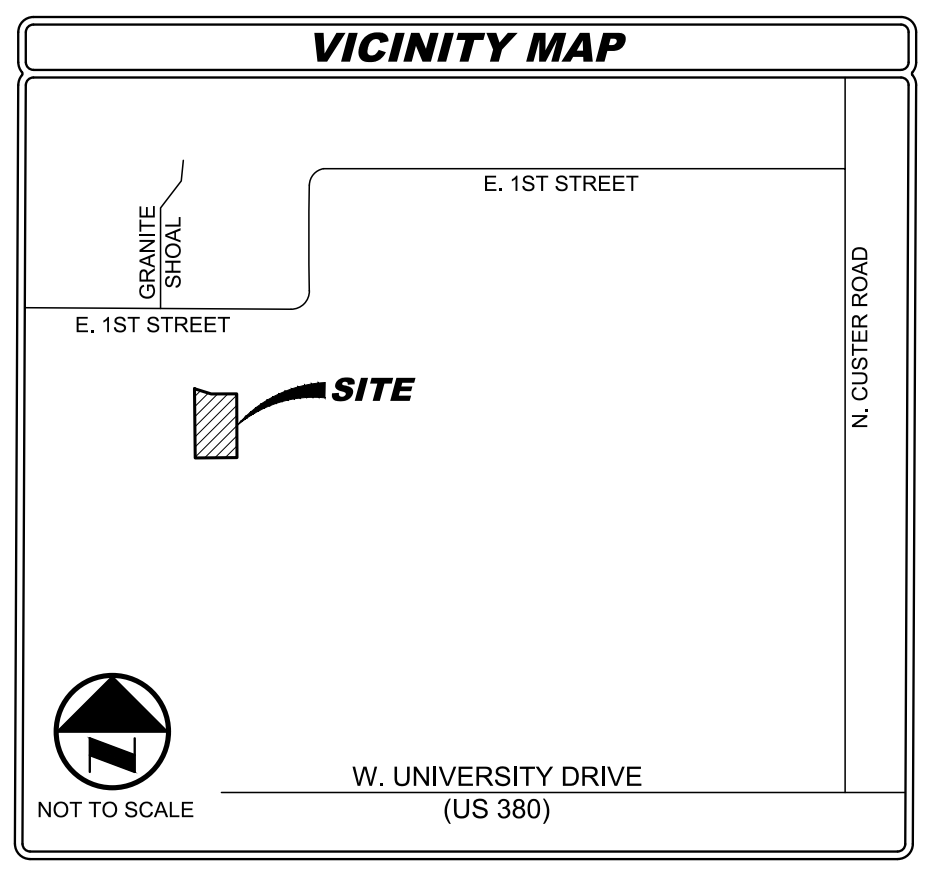


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 www.tnpsc.com

SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: October 8, 2019.

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

A. POLICE PROTECTION:

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

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

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

C. FIRE PREVENTION / INVESTIGATION:

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

D. SOLID WASTE COLLECTION:

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

E. WATER SERVICE:

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

F. SANITARY SEWER SERVICE:

1. The annexed area will be provided sanitary sewer service in accordance with applicable codes and departmental policy. When development occurs in adjacent areas, sanitary sewer service shall be provided in accordance with applicable Town codes and policies, including extensions of service.

2. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

G. ROADS AND STREETS / STREET LIGHTING:

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

H. PARKS AND RECREATION:

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

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

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

J. MISCELLANEOUS:

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

PLANNING



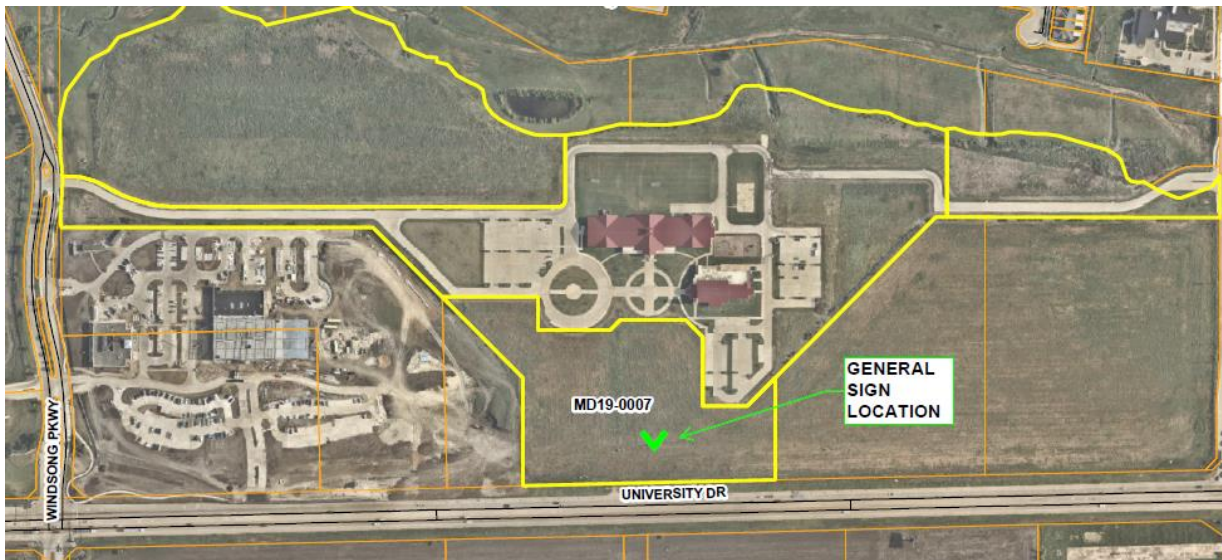
To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – October 8, 2019

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request for a Sign Waiver to allow for a temporary sign at St. Martin de Porres Catholic Church, located on the north side of US 380, east of Windsong Parkway.

Description of Agenda Item:

This request is for a temporary wood frame sign for St. Martin de Porres, along US 380. The sign is proposed to consist of two (2) adjoining, "V" shaped, four-foot (4') by eight-foot (8') plywood sign faces, each 32 square feet in area. The sign is proposed to be ten feet (10') in height, including six-foot (6') metal support posts. The church has indicated each 32 square-foot sign face would accommodate a banner to advertise various church events.



St. Martin de Porres is proposing to limit the use of the temporary sign to no more than twelve (12) weeks per year, and not more than four (4) consecutive weeks at a time. The church is also proposing to discontinue use of the temporary sign, either when a permanent sign is constructed, or from a period of time no greater than two (2) years from the date of Town Council approval of the proposed temporary sign. A letter detailing the request and associated exhibits from the church are attached.

Staff recommends approval of the request as submitted.

Legal Obligations and Review:

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

Attached Documents:

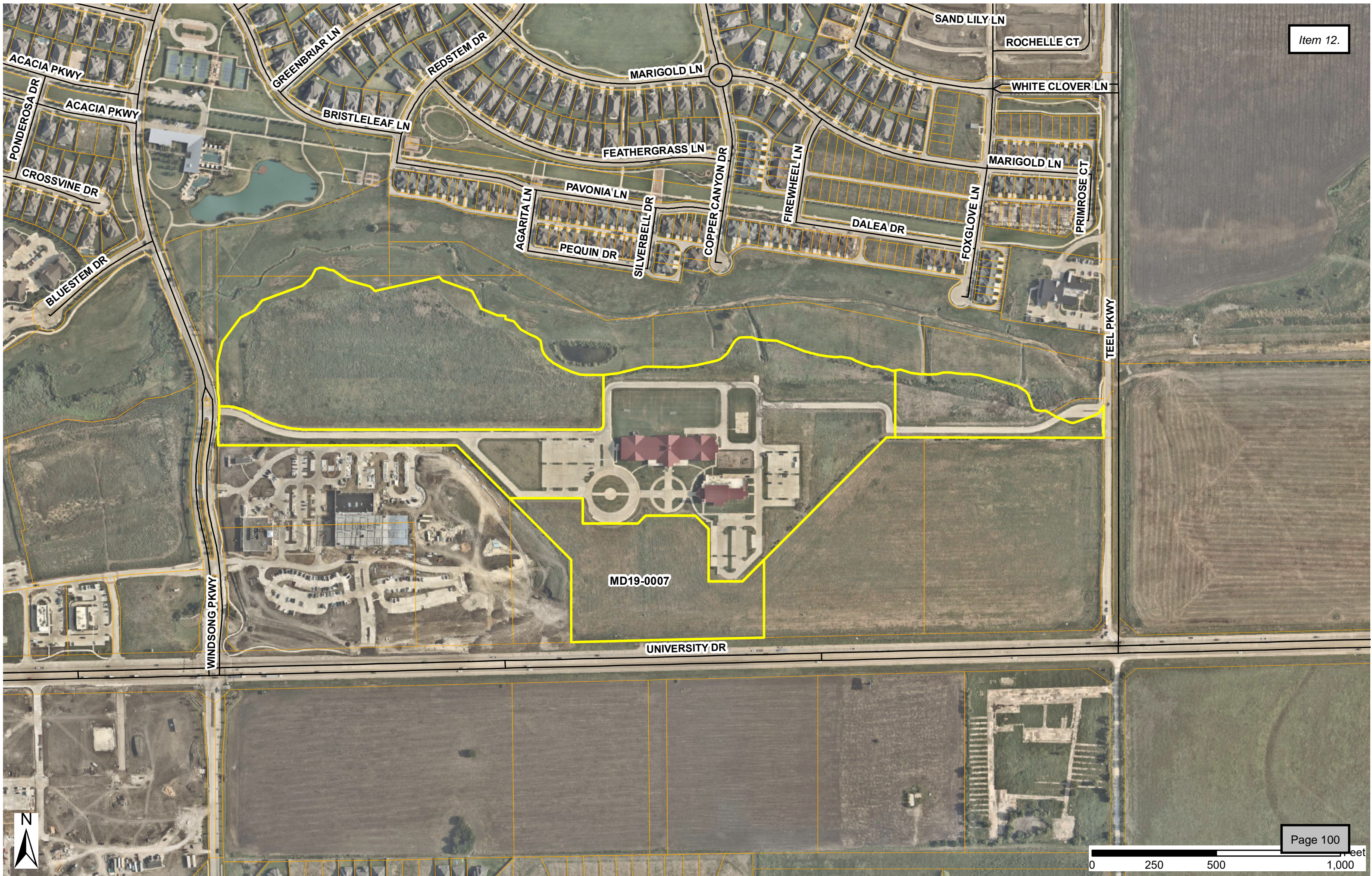
1. Location map
2. Site Plan
3. Sign Drawing
4. Request letter

Town Staff Recommendation:

Staff recommends the Town Council approve the request, subject to use of the sign for no more than twelve (12) weeks per year, and not more than four (4) consecutive weeks at a time. Further, use of the sign shall be discontinued after a period of time no greater than two (2) years from the date of Town Council approval, or the construction of a permanent sign, whichever occurs first.

Proposed Motion:

I move to approve the request for a Sign Waiver to allow for a temporary sign at St. Martin de Porres Catholic Church, subject to use of the sign for no more than twelve (12) weeks per year, and not more than four (4) consecutive weeks at a time. Further, use of the sign shall be discontinued after a period of time no greater than two (2) years from the date of Town Council approval, or the construction of a permanent sign, whichever occurs first.



ACACIA PKWY
PONDEROSA DR
ACACIA PKWY
CROSSVINE DR
BLUESTEM DR

WINDSONG PKWY

GREENBRIAR LN
BRISTLELEAF LN

REDSTEM DR

MARIGOLD LN

FEATHERGRASS LN

AGARITA LN
PAVONIA LN
PEQUIN DR

MD19-0007

UNIVERSITY DR

SAND LILY LN

ROCHELLE CT

WHITE CLOVER LN

MARIGOLD LN

DALEA DR

FOXGLOVE LN

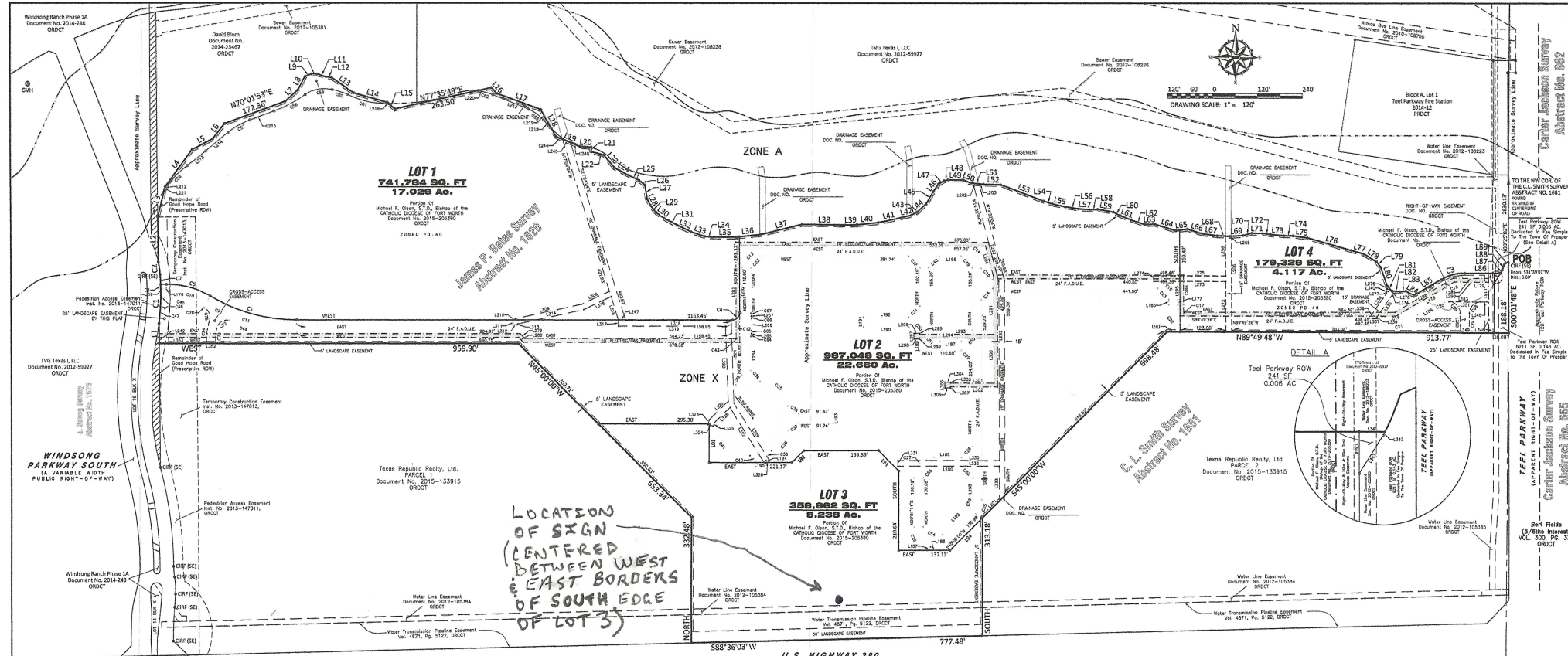
PRIMROSE CT

TEEL PKWY

SMDP CHURCH - TEMPORARY SIGN

23 mm = 360'
1 mm = ~15.7'

9-2-19



LOCATION OF SIGN
(CENTERED BETWEEN WEST
EAST BORDERS
OF SOUTH EDGE
OF LOT 3)

U.S. HIGHWAY 380
(A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

Line Table				Curve Table				Curve Table				Curve Table			
Line #	Direction	Length	Bearing	Curve #	Delta	Radius	Arc Length	Chord Bearing	Chord Length	Curve #	Delta	Radius	Arc Length	Chord Bearing	Chord Length
L310	N49°00'00"E	8.21'		C1	17°24'00"	656.00	130.54'	N17°59'19"E	130.33'	C31	89°00'00"	30.00'	47.12'	N49°00'00"E	42.43'
L311	S0°00'00"E	10.61'		C2	8°28'48"	226.00	33.39'	N8°20'23"E	33.36'	C32	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'
L312	N80°00'00"E	10.61'		C3	20°00'00"	129.00	87.54'	N79°00'00"E	86.78'	C33	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'
L313	N49°00'00"E	3.79'		C4	9°00'00"	20.00	31.42'	S40°00'00"E	28.20'	C34	79°49'38"	30.01'	41.79'	S39°59'23"E	38.48'
L314	N70°50'00"E	176.56'		C5	20°42'24"	452.00	142.38'	N70°39'51"E	139.49'	C35	59°52'32"	99.00'	133.68'	S48°51'19"E	88.81'
L315	N48°45'34"E	81.36'		C6	31°32'32"	223.00	123.83'	N79°03'13"E	121.58'	C36	71°03'30"	30.00'	37.21'	S48°28'51"E	34.89'
L316	S17°04'04"E	64.60'		C7	21°19'15"	658.00	268.57'	N87°20'25"E	268.57'	C37	71°10'37"	30.00'	37.31'	S48°22'04"E	34.93'
L317	S0°00'00"E	16.42'		C8	0°40'29"	658.00	7.75'	S17°28'01"E	7.75'	C38	40°45'45"	99.00'	70.79'	S39°25'54"E	66.30'
L318	N89°00'00"E	281.39'		C9	29°40'33"	25.00	12.84'	S76°00'01"E	12.80'	C39	59°49'48"	30.00'	31.32'	S39°54'54"E	29.92'
L319	N89°00'00"E	286.00'		C10	21°33'24"	212.00	116.77'	S75°03'13"E	115.20'	C40	51°30'27"	30.00'	26.97'	N49°02'47"E	26.07'
L320	S1°15'21"E	199.58'		C11	20°42'24"	453.00	149.39'	S74°38'51"E	145.33'	C41	149°46'12"	99.00'	258.39'	N11°20'00"E	159.69'
L321	S89°00'00"E	219.86'		C12	30°00'00"	30.00'	47.12'	N49°00'00"E	42.43'	C42	82°27'18"	30.00'	32.71'	N37°13'48"E	31.11'
L322	S48°23'00"E	70.53'		C13	30°00'00"	54.00	84.83'	N49°00'00"E	78.37'	C43	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'
L323	S1°16'12"E	13.24'		C14	89°48'24"	14.00	86.45'	S44°33'44"E	76.24'	C44	32°42'24"	487.00	281.19'	N78°28'15"E	268.04'
L324	N73°08'30"W	15.00'		C15	81°18'38"	30.01'	47.87'	S48°18'11"E	43.91'	C45	33°09'22"	188.00	108.79'	N79°51'12"E	107.39'
L325	S1°16'12"E	8.43'		C16	89°00'00"	34.00	84.82'	S49°00'00"E	78.37'	C46	21°31'24"	30.00	11.27'	S74°14'03"E	11.20'
L326	S42°23'30"W	58.07'		C17	88°50'38"	30.01'	46.53'	S44°20'50"E	42.01'	C47	57°45'37"	656.00	56.02'	N78°13'11"E	55.97'
L327	S32°10'11"E	176.73'		C18	20°11'16"	200.00	105.59'	N79°04'56"E	104.10'	C48	89°58'53"	30.00'	47.12'	N49°00'00"E	42.43'
L328	S57°47'59"W	15.00'		C19	29°24'42"	154.00	63.45'	N79°16'50"E	62.87'	C49	89°58'53"	30.00'	47.12'	N49°00'00"E	42.43'
L329	S32°10'11"E	180.29'		C20	20°00'00"	50.00	86.19'	S75°00'00"E	25.88'	C50	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'
L330	S89°00'00"E	271.01'		C21	20°19'34"	224.00	117.97'	S79°09'14"W	116.83'	C51	20°19'34"	30.00'	47.12'	N49°00'00"E	42.43'
L331	S0°00'00"E	14.00'		C22	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'	C52	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'
L332	N89°00'00"E	271.01'		C23	89°50'51"	30.00'	46.63'	N44°31'00"E	42.07'	C53	40°00'00"	30.00'	23.50'	S22°30'00"E	22.89'
L333	S0°00'00"E	91.81'		C24	89°55'43"	30.01'	47.62'	S44°31'40"W	42.78'	C54	139°00'00"	30.00'	70.89'	N67°30'00"E	65.43'
L334	N0°00'00"E	11.29'		C25	40°00'00"	54.00	82.41'	S22°30'00"E	41.32'	C55	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'
L335	N4°49'39"E	71.08'		C26	79°24'38"	54.00	74.64'	N29°41'04"W	68.99'	C56	19°10'00"	285.77	75.71'	S49°29'10"W	75.49'
L336	N0°00'00"E	4.00'		C27	89°58'53"	30.00'	46.80'	N49°00'00"E	78.37'	C57	89°58'53"	30.00'	47.12'	S49°29'10"W	68.81'
L337	N49°00'00"E	13.31'		C28	30°00'00"	30.00'	47.12'	N49°00'00"E	42.43'	C58	18°19'19"	332.37	84.68'	S62°23'21"W	84.36'
L338	N0°00'00"E	12.28'		C29	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'	C59	47°11'24"	92.66	75.82'	N67°30'00"E	73.70'
L339	N4°49'38"E	67.97'		C30	90°00'00"	30.00'	47.12'	N49°00'00"E	42.43'	C60	11°02'08"	219.33	42.54'	N72°46'24"W	42.19'

LEGEND
 CHS (3/8" - 1/2" Capped Iron Rod Marked "SPARS 180"
 CHS (3/8") 5/8" Capped Iron Rod Marked "BHS INC"
 F.A.D.U.L.L. Fire Lane Access, Drainage and Utility Easement
 I.R.S. - 5/8" Capped Iron Rod Marked "BHS INC"
 O.P.R.C.T. - Official Public Records Collin County, Texas
 P.R.C.T. - Plat Records Denton County, Texas

NOTES
 1. Basis of bearing being State Plane Grid - Texas North Central Zone (4202) NAD83 as established using GPS Technology in conjunction with the RTK Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000.
 2. All distances shown are at ground.
 3. Vertical Datum established using GPS Technology in conjunction with the RTK Cooperative Network. All elevations shown are NAVD83.
 4. All property corners are set 5/8 inch capped iron rod marked "BHS INC" unless otherwise noted.
 5. Total amount of ROW dedicated 6211 SF, 0.143 Acres. All ROW dedicated to Town of Prosper in fee simple.

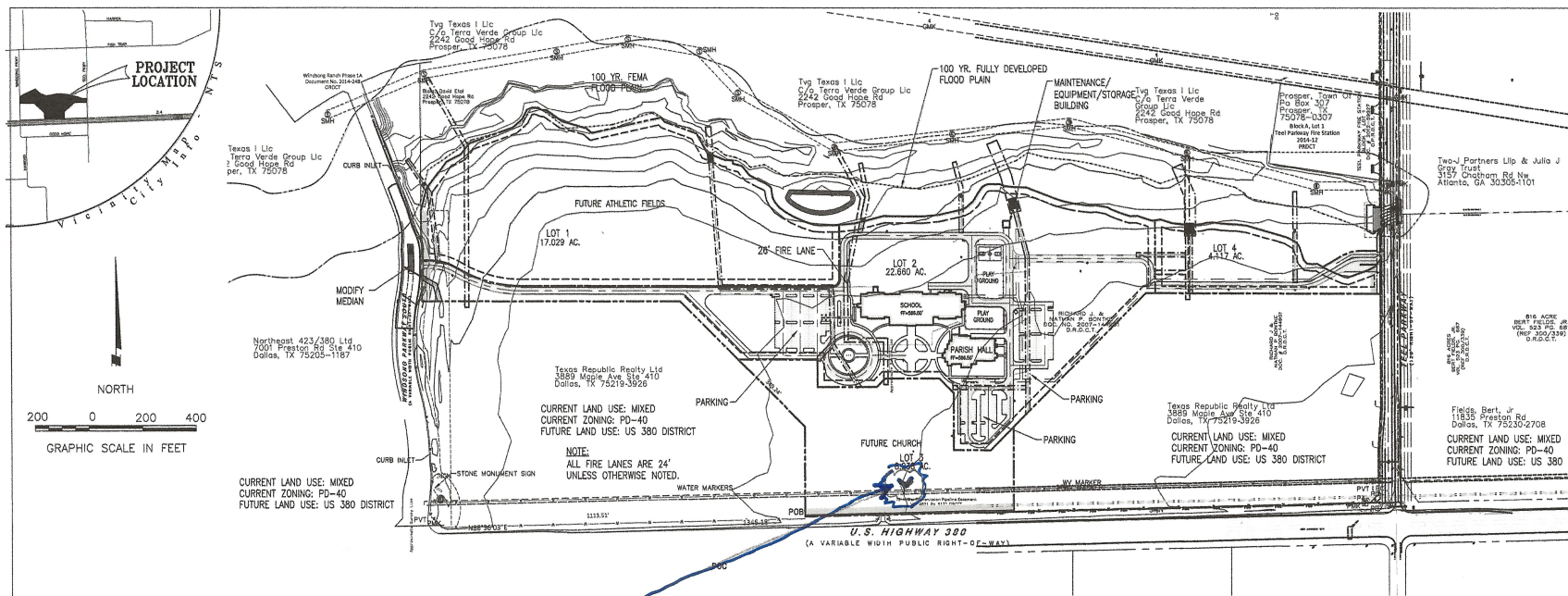
Michael F. Olson, S.T.D., Bishop of the CATHOLIC DIOCESE OF FORT WORTH
 The Catholic Center
 800 West Loop 920 South
 Fort Worth, Texas 76108-2919

Land Surveyor:
B.A. BAIRD, HAMPTON & BROWN, INC.
 ENGINEERING & SURVEYING
 8300 Maple Pass, Ste. 700, Ft. Worth, TX 76116
 817-338-1277 www.bhbinc.com
 bhbproject@bhbinc.com
 BHP Project #2015.13000 TP&E Firm F-44 TP&E Firm 10011300

"D16-0036"
FINAL PLAT
LOT 2 & LOT 4, BLOCK A
CONVEYANCE PLAT
LOT 1 & LOT 3, BLOCK A
ST. MARTIN DE PORRES
 Being a 52.044 acre (51.896 net) tract of land situated within the J. Bates Survey, Abstract Number 1620 & C.L. Smith Survey, Abstract Number 1681 and being all of tracts of lands as described by deeds to Michael F. Olson, S.T.D., Bishop of the Catholic Diocese of Fort Worth as recorded in Doc. No. 2015-205.380 & 2016-D.R.D.C.T.
Town of Prosper, Denton County, Texas
JUNE 2016
SHEET 2 OF 3

9-2-19

SMOP CHURCH - TEMPORARY SIGN



SITE PLAN - PHASE 1 DEVELOPMENT

LOCATION OF SIGN

OWNER/DEVELOPER
 THE CATHOLIC DIOCESE OF FORT WORTH
 800 WEST LOOP 820 SOUTH
 FORT WORTH, TEXAS 76108
 CONTACT: GARY FRAGOSSO
 817-560-2452

ST. MARTIN DE PORRES
LOT 2 & LOT 4, BLOCK A
 Being a 52.044 acre (51.901 net) tract of land situated within the
J. Bates Survey, Abstract Number 1620 &
C.L. Smith Survey, Abstract Number 1681
 and being all of a tract of land as described by deed to
Michael F. Olson, S.T.D., Bishop of the Catholic Diocese of Fort Worth
 as recorded in Doc. No. 2015-205,380, D.R.D.C.T.
Town of Prosper, Denton County, Texas

- SITE PLAN NOTES:**
 ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- 1) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED 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.
 - 19) IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.

Hahnfeld Hoffer Stanford
 architects planners interiors
 200 Bailey Ave., Suite 200
 Fort Worth, Texas 76107
 817.321.5823
 817.302.0692 fax

STEELE & FREEMAN, INC.
 DESIGN BUILDER
 1301 Lawson Road
 Fort Worth, Texas 76131
 817.232.4742
 817.232.9113 fax

CONSULTANTS
BAIRD HAMPTON & BROWN, INC.
 CIVIL ENGINEER
 6300 RIDGLEA PLACE STE. 700
 FORT WORTH, TEXAS 76116
 TEL 817.338.1277
 FAX 817.338.9245

METRO STRUCTURAL CONSULTANTS
 STRUCTURAL ENGINEER
 350 NE LOOP 820, STE 507
 HURST, TEXAS 76053
 TEL 817.284.6833
 FAX 817.284.5076

BAIRD HAMPTON & BROWN, INC.
 MECH/PLUMB/ELEC ENGINEER
 6300 RIDGLEA PLACE STE. 700
 FORT WORTH, TEXAS 76116
 TEL 817.338.1277
 FAX 817.338.9245



9/8/2016

A New School and Parish Hall/Chapel
Roman Catholic Diocese of Fort Worth
St Martin de Porres Catholic Church
Prosper, Texas

PROJECT #	1509-00	MANAGER	
ISSUED FOR	Progress Set	DRAFTER	
DATE	9/08/16	CHECKED	

REVISIONS

D16-0050

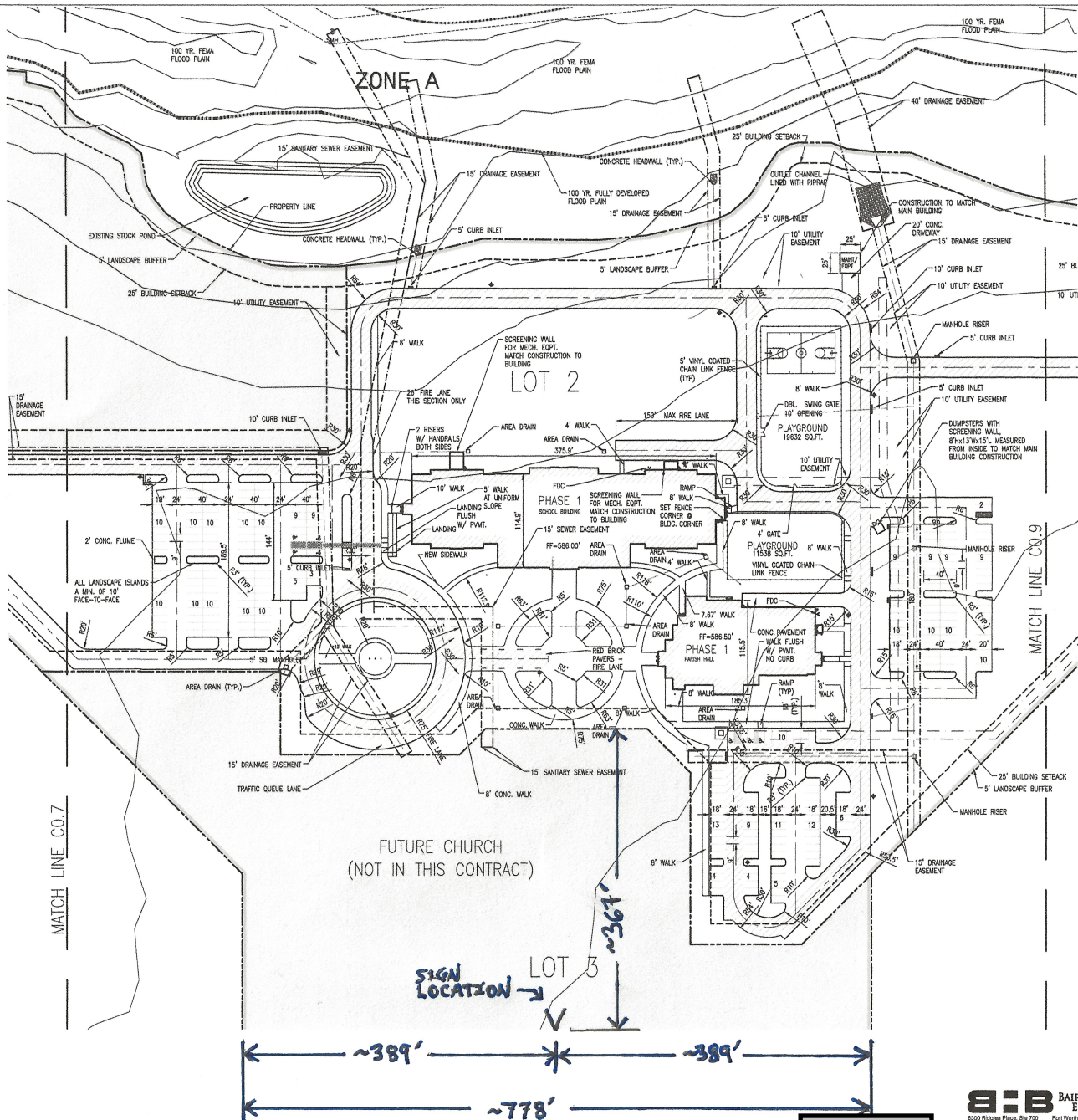
BHB BAIRD, HAMPTON & BROWN, INC.
 ENGINEERING & SURVEYING
 6300 Ridglea Place, Ste 700 Fort Worth, TX 76116 Tel: 817-338-1277 Fax: 817-338-9245
 TSP# Firm 000044 E-Mail: mail@bhb.com Web Site: www.bhb.com TSP# Firm 10011900

SHEET
 SITE PLAN
C0.6
 OF 49 C SHEETS

SMDP CHURCH - TEMPORARY SIGN

9-2-19

- LEGEND**
- 100 YR. FULLY DEVELOPED FLOOD PLAIN LINE
 - BUILDING SETBACK
 - CENTER LINE
 - DRAINAGE EASEMENT
 - 24" FIRE LANE (UNLESS NOTED OTHERWISE)
 - LANDSCAPE BUFFER
 - LOT LINES
 - PROPOSED FIRE HYDRANT
 - SEWER EASEMENT
 - UTILITY EASEMENT



Hahnfeld Hoffer Stanford
 architects planners interiors
 200 Bailey Ave., Suite 200
 Fort Worth, Texas 76107
 817.921.5928
 817.302.0692 fax

STEELE & FREEMAN, INC.
 DESIGN BUILDER
 1301 Lawson Road
 Fort Worth, Texas 76131
 817.232.4742
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CONSULTANTS

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 CIVIL ENGINEER
 6300 RIDGLEA PLACE STE. 700
 FORT WORTH, TEXAS 76116
 TEL 817.338.1277
 FAX 817.338.9245

METRO STRUCTURAL CONSULTANTS
 STRUCTURAL ENGINEER
 350 NE LOOP 820, STE 507
 HURST, TEXAS 76033
 TEL 817.284.8633
 FAX 817.284.9375

BAIRD HAMPTON & BROWN, INC.
 MECHANICAL/ELECTRICAL ENGINEER
 6300 RIDGLEA PLACE STE. 700
 FORT WORTH, TEXAS 76116
 TEL 817.338.1277
 FAX 817.338.9245



9/8/2016

A New School and Parish Hall/Chapel
Roman Catholic Diocese of Fort Worth
St Martin de Porres Catholic Church
 Prosper, Texas

PROJECT # 12009-00
 MANAGER:
 ISSUED FOR: Progress Set
 DRAFTER:
 DATE: 09/08/16
 CHECKED:

REVISIONS

SHEET
 SITE PLAN
C0.8
 OF 49 C SHEETS

BHB BAIRD, HAMPTON & BROWN, INC.
 ENGINEERING & SURVEYING
 6300 Ridglea Place, Ste 700 Fort Worth, TX 76116 Tel: 817.338.1277 Fax: 817.338.9245
 17816 Fynn 000464 E-Mail: mail@bah.com Web Site: www.bah.com TSP# 5796 10011250

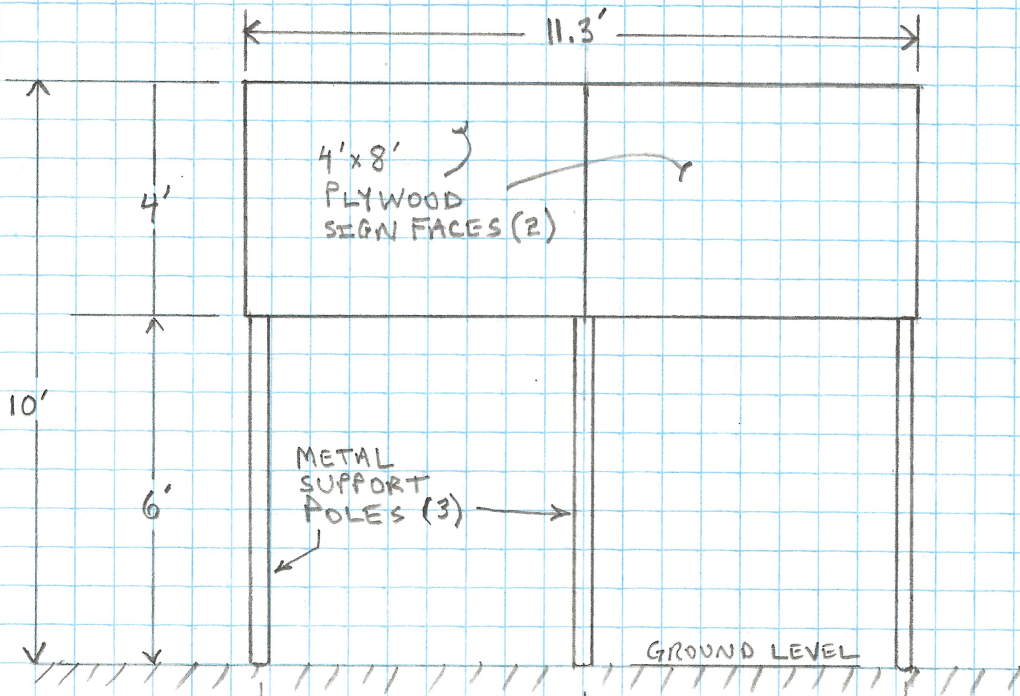
Page 103

23mm = 180'
 1mm = ~7.8'

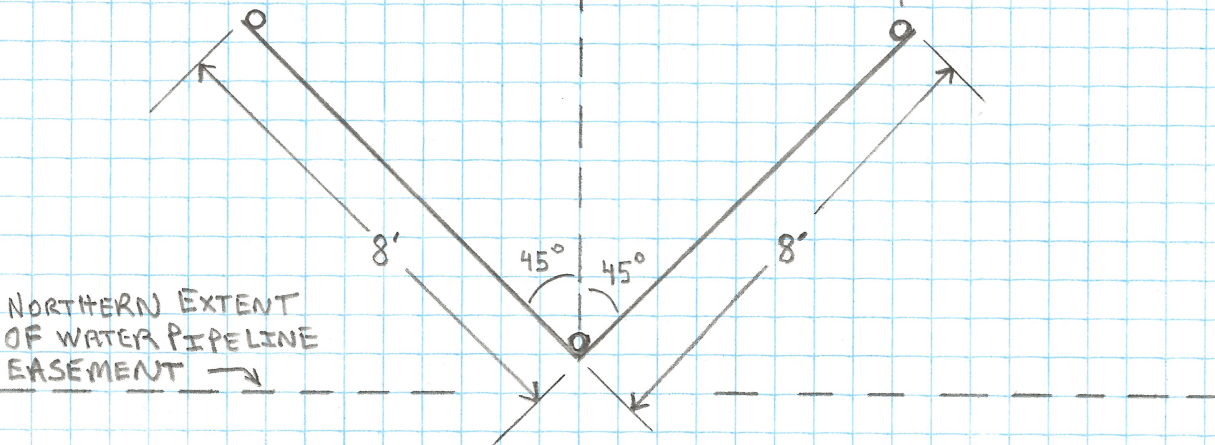
C:\projects\12009\12009-00\12009-00\Drawings\Site\Site\Plan\Temp\103.dwg (Plot Date: 9/8/2016 2:28:18 PM)

ST. MARTIN DE PORRES CHURCH - PROPOSED TEMPORARY SIGN

Item 12.



SCALE:
1" = 3.33'



US HWY 380
↓

PAUL PARKES
678-612-1167
9-2-2019

8-27-19 Address by Paul Parkes to the Prosper Mayor & Town Council on SMDP Sign Plan**Introduction:**

Thanks very much for the time to address the Prosper Mayor and Town Council members.

My name is Paul Parkes and I'm a Prosper resident and a parishioner of the St Martin De Porres Catholic Church here in Prosper and I'm a member of the Knights of Columbus council for our parish. Here with me today are Eric Carpenter who is the Facilities Manager for the parish as well as brother Knights Dean Hansen and Rob Daleo, and we're happy to be here with you. Our pastor, Father Stephen Hauck, is not able to be here with us today as he's currently in Peru this week working to set-up future missionary trips by our parish.

Summary of our Sign Proposal:

I recently emailed Mayor Smith and the Town Council members regarding our church having an occasional need for a temporary sign on church property near Highway 380. We understand that Prosper has recently released a new town Sign Ordinance which we have reviewed. Since my email to the town council, I have received some guidance from John Webb, the town's Development Services Director, regarding seeking a petition for waiver for the use of a temporary sign that we propose, and we'll be following up with John in a meeting later this week to seek further guidance.

In summary, we have a sign design in mind, consisting of two sign faces, each of approximately 4' to 5' high and 8' to 10' wide, assembled in a "V" shape, and supported on posts of between 10' and 12' high above grade, and to be located on church property in the undeveloped Lot 3 of the church and school campus, between the existing church and 380, such that the sign is as near to 380 as we can place it while honoring all easements from the road way. As best as we can tell, the sign will be several hundred feet away from any other developed properties in the area. We envision using the sign 2 to 4 times per year for 2 to 4 weeks per use. Based upon a review of the town's sign ordinance, it was not readily clear that our sign plan would fall into a Permissible Sign for a routine permit and thus we're looking to secure a waiver or variance for our sign plan and thereby establish a precedent for utilizing the temporary sign in the future, with any required re-permitting for future uses.

As mentioned, John Webb has been kind enough to meet with us later this week so we can discuss the details of our plan and work to set-up a mutually agreeable path forward for securing the waiver to support our temporary sign needs, in support of our church and its public mission.

Thank you for your time.

Paul Parkes
SMDP Knights of Columbus Council 17304
678-612-1167

SMDP Sign Plan to accompany Town of Prosper Sign Ordinance Petition for Waiver Application

St Martin De Porres Catholic Church (SMDP) is seeking a sign ordinance waiver for putting up a temporary sign on Church property on the south-central portion of Lot 3 (see SMDP Church Site Plan drawing #C0.8, attached herein) near to the north side of US Highway 380, respecting any and all easements.

Below are some details on our proposed sign design, location and use:

1. The proposed sign will consist of two sign faces in a 90 degree “V” shape pointing towards US Highway 380 such that one face is angled 45 degrees towards west-bound traffic and the other face is angled 45 degrees towards east-bound traffic on 380. The size of each sign face will be 4 feet tall and 8 feet wide. Per the Sign Ordinance, the area of such a sign would equate to the sum of the area of both sign faces, such that the **total area of the sign would be 64 square feet.**
2. For the sign face supports we intend to use metal poles anchored into multi-gallon plastic buckets with concrete which would serve as footings and be buried beneath the top soil. We envision needing three or four such support posts, arranged in the “V” pattern described above. Each post would extend vertically to 10 feet above ground level, such that the bottom of the (attached) sign faces would be 6 feet above ground level and the top of the sign faces would be 10 feet above ground level (i.e. extending to the top of the support posts at 10’). **Maximum height is 10 feet.**
3. The sign faces would be fastened to the sign support posts with appropriate fasteners, such that it can be assembled and disassembled with relative ease.
4. Church related event-specific vinyl signage would be affixed to each sign face, for each use period.
5. **Sign Location:** The temporary sign would be located at the center of the southern edge of Lot 3 of the SMDP property, respecting the water transmission pipeline easement running parallel to the north side of Highway 380 (see attached SMDP Church development drawings: “D16-0036 Conveyance Plat Lot 1 & Lot 3, Block A”, “C0.6 Site Plan – Phase 1 Development”, and “C0.8 Site Plan”, each with the sign location denoted). This centered location on the southern edge of Lot 3 is approximately 389 feet from both the western and eastern borders of the southern edge of Lot 3 and would be approximately 367 feet due south of the southern extent of Lot 2 (the south central edge of the existing Church and School development), as indicated on Drawing “C0.8 Site Plan”, included with this application.
6. **Temporary Sign Usage:** We propose to use the temporary sign for no more than 12 weeks per year, and no more than 4 weeks per use period. Our initial planned use periods for the sign are:
 - a. October 13th to November 3rd, 2019 (3 weeks).
 - b. January 12th to February 2nd, 2020 (3 weeks).
7. **Temporary Sign Duration of Use:** We respectfully request that the Sign Ordinance Petition for Waiver establish a permit for the temporary sign usage plan, as described herein, for a period of time that is the earlier of two (2) years from the Town’s approval of the petition, or such time that SMDP gets a permanent monument sign permitted and constructed in the same general area as the temporary sign.

Paul Parkes
SMDP Knights of Columbus Council 17304
678-612-1167

Supplemental Information for SMDP Catholic Church Sign Ordinance Petition for Waiver

1. **Sign Ordinance Petition for Waiver Application:** please see the attached completed, signed and notarized waiver application form.
2. **Reason for the Waiver Request:** Our proposed temporary sign is needed to help enable the growth of our church & school and support our mission of evangelization which is a fundamental mission of our faith. St. Martin de Porres Catholic Church and School (SMDP) is a growing parish & school in Prosper and has the need of a temporary sign to communicate with the community on occasion. Specifically, the sign is needed near to Highway 380 which runs along the southern portion of the SMDP property. The presently developed church and school property (refer to the attached drawing “D16-0036”, specifically Lot 2 where the existing church and school structures are located) is set back several hundred feet north of Highway 380, with the property’s yet to be developed Lot 3 being in between the existing church and school and Highway 380. This Lot 3 will be developed in the future with a larger church, and potentially in the nearer term with some additional parking area for the existing church and school. Given the distance between the existing developed church property and Highway 380, there is no practical way to communicate with the traffic on 380 with any signage located on the existing church property (i.e. Lot 2), and thus is our need for a temporary sign (as described on Page 2 above), located at the center of the southern edge of Lot 3 as near to Highway 380 as possible while respecting the water transmission pipeline easement running parallel to the north side of Highway 380 (see drawing C0.8 and C0.6). After reviewing the Town’s new Sign Ordinance (June 2019) we were unable to identify a Permissible Sign configuration that will meet our needs, again, due to the distance of the existing developed church property from Highway 380, and it is our assessment that utilizing a large horse trailer on Lot 3 near 380, with banners attached, as we have done in the past, would not be in compliance with the new sign ordinance. As such we are seeking a waiver for our proposed temporary sign plan, as detailed herein. But for such a temporary sign, as described herein, our church will be unable to communicate important messaging and event information that we deem critical to our mission of engaging with our parishioners and the general public and spreading the message of Jesus Christ in a society that is in critical need of this message. We believe we are blessed to live in a country, state and town that values religious liberty and the First Amendment of our US Constitution.
3. **Proposed Temporary Sign Design:** Please see page 2 above for details of the proposed unique sign design, as well as the attached exhibit with a drawing of the proposed sign design.
4. **Proposed Temporary Sign Location:** Please see page 2 above for details on the proposed sign location, as well as the included exhibit site plan drawings of the SMDP Church property, with the proposed location of the sign denoted on same.
5. **Proximity to adjacent property owners:** our proposed temporary sign location will be nearly 400 feet from the adjacent property owners, east and west of Lot 3, wherein the property owner to the west is a Children’s Hospital under construction and the property to the east is undeveloped private property.
6. **Future Plans:** SMDP Church & School is considering plans to seek Town of Prosper permission for a permanent Monument Sign, on Lot 3 in the vicinity of the subject proposed temporary sign. SMDP anticipates proposing this monument sign within the next one to two years, such that the present temporary sign plan will just be bridging time until we can get a permanent monument sign on Lot 3.
7. **List of Exhibits contained herein:** the following describes the exhibits attached hereto:
 - a. This document: SMDP Sign Plan and Letter of Intent;
 - b. Completed Sign Ordinance Petition for Waiver application;
 - c. Various Drawings of the property (w/ sign location denoted) & proposed sign drawing;
 - d. Tax Exempt certificate for SMDP Church.

Many thanks to the Town of Prosper Mayor, City Council Members, and the Director of Development Services for considering this sign ordinance waiver petition.

For any questions &/or feedback regarding this waiver application please contact:

Paul Parkes

Prosper Resident (196 Springbrook Dr., Prosper, TX 75078)

SMDP Catholic Church Parishioner

Deputy Grand Knight, SMDP Knights of Columbus, Council #17304

Phone: 678-612-1167

Email: paul.parkes@ge.com

FINANCE DEPARTMENT



To: Mayor and Town Council

From: Chuck Springer, Executive Director of Administrative Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – October 8, 2019

Agenda Item:

Consider and act upon an ordinance amending Ordinance No. 19-65 (FY 2019-2020 Budget).

Description of Agenda Item:**SAFER Grant**

As discussed during the budget presentation, the Town had applied for the Staffing for Adequate Fire and Emergency Response (SAFER) grant program. In order to prevent the grant denial, the Town did not fund the six firefighters due to grant supplanting. Federal funds must be used to supplement existing local funds and not replace funds that have been appropriated or allocated for the same purpose. Therefore, the Town did not budget such positions and was planning on presenting to Council a budget amendment once the Town was notified of the grant award. This budget amendment will increase revenues by \$372,672 in the General Fund for this grant and increases expenditures by \$791,689 for the firefighter positions.

State Homeland Security Program-Grant

The Town of Prosper has been awarded grant proceeds to assist the Police Department for the purchase of four binocular night vision goggles to be purchased out of FY 2019-2020 budget. This is a 100% federal share reimbursement grant and Council adopted a resolution to accept this grant on September 24, 2019. This budget amendment increases revenues in the General Fund by \$32,000 for this grant and increases the Police Department expenditure budget by \$32,000 to purchase such approved night vision goggles with the grant proceeds.

Compensation Plan

The proposed ordinance is amending General Fund, Special Revenue-Crime Control and Fire Control Districts, Water/Sewer Fund, and Storm Drainage Fund expenditures for FY 2019-2020. At the time the budget was adopted, the market adjustment was reflected to be phased in over a three-year period. This budget amendment will allow for the market adjustments to be fully implemented in FY 2019-2020. This will increase expenditures in the General Fund by \$288,400, in the Crime Control and Prevention Special Purpose District Fund by \$18,951, in the Fire Control, Prevention and Emergency Medical Services Special Purpose District Fund by \$18,070, in the Water and Sewer Fund by \$41,330, and in the Storm Drainage Fund by \$721.

Fire Department Brush Truck Replacement

This budget amendment allows for the replacement of the Fire Department brush truck in FY 2019-20. The Fire Department budget is increased by \$108,969 to allow for a transfer to the Vehicle and Equipment Replacement Fund. The amendment also increases the revenues and

expenditures of the Vehicle and Equipment Replacement Fund by \$108,969 to allow for purchase.

Budget Impact:

Exhibit A attached to the ordinance reflects the total budget adjustments.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed and approved the budget amendment ordinance as to form and legality.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends approval of an ordinance amending Ordinance No. 19-65 (FY 2019-2020 Budget) to provide budget authority to increase revenues and expenditures in the General Fund, to increase revenues and expenditures in the Vehicle and Equipment Replacement Fund, and to increase expenditures in the Crime Control and Prevention Special Purpose District Fund, Fire Control, Prevention, and Emergency Medical Service Special Purpose District Fund, Water-Sewer Fund, and Storm Drainage Fund.

Recommended Motion:

I move to approve an ordinance amending Ordinance No. 19-65 (FY 2019-2020 Budget) to provide budget authority to increase revenues and expenditures in the General Fund, to increase revenues and expenditures in the Vehicle and Equipment Replacement Fund, and to increase expenditures in the Crime Control and Prevention Special Purpose District Fund, Fire Control, Prevention and Emergency Medical Services Special Purpose District Fund, Water-Sewer Fund, and Storm Drainage Fund.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 19-65 (FY 2019-2020 BUDGET) AND ALLOCATING FUNDS TO FUND INCREASED REVENUE OF \$404,672 AND EXPENDITURES OF \$1,221,058 IN THE GENERAL FUND BUDGET; INCREASED EXPENDITURES OF \$18,951 IN THE CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT FUND; INCREASED EXPENDITURES OF \$18,070 IN THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES SPECIAL PURPOSE DISTRICT FUND; INCREASED REVENUE OF \$108,969 AND EXPENDITURES OF \$108,969 IN THE VEHICLE EQUIPMENT AND REPLACEMENT FUND BUDGET; INCREASED EXPENDITURES OF \$41,330 IN THE WATER/SEWER FUND; INCREASED EXPENDITURES OF \$721 IN THE STORM DRAINAGE FUND; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that it will be beneficial and advantageous to the residents of the Town of Prosper, Texas ("Prosper"), to amend Ordinance No. 19-65 (FY 2019-2020 Budget) for the purposes listed in Exhibit "A," attached hereto and incorporated herein by reference; and

WHEREAS, the changes will result in budgeted funds being reallocated among different funds and departments and a net neutral increase in the budget for funding from fund balance.

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

SECTION 1

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

SECTION 2

Amendment to Ordinance No. 19-65 (FY 2019-2020 Budget). Ordinance No. 19-65 (FY 2019-2020 Budget) is hereby amended to allow for increases to appropriations as shown in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 3

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

SECTION 4

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

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

SECTION 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF OCTOBER, 2019.

TOWN OF PROSPER, TEXAS

Ray Smith, Mayor

ATTEST TO:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2019-2020
October 8, 2019

GENERAL FUND	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 30,312,820	\$ 30,312,820	\$ 30,717,492	\$ 404,672
Total	\$ 30,312,820	\$ 30,312,820	\$ 30,717,492	\$ 404,672
Expenditures:				
Administration	\$ 5,442,763	\$ 5,442,763	\$ 5,731,163	\$ 288,400
Police Services	5,496,662	5,496,662	5,528,662	32,000
Fire Services	6,384,111	6,384,111	7,284,769	900,658
Public Works	2,963,896	2,963,896	2,963,896	-
Community Services	4,631,138	4,631,138	4,631,138	-
Development Services	3,211,835	3,211,835	3,211,835	-
Engineering	1,734,793	1,734,793	1,734,793	-
Total	\$ 29,865,198	\$ 29,865,198	\$ 31,086,256	\$ 1,221,058
SPECIAL REVENUE FUNDS				
	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Crime Control and Prevention District				
All Revenue Sources	\$ 1,343,204	\$ 1,343,204	\$ 1,343,204	\$ -
Total	\$ 1,343,204	\$ 1,343,204	\$ 1,343,204	\$ -
Crime Control - Total Expenditures	\$ 1,308,204	\$ 1,308,204	\$ 1,327,155	\$ 18,951
Total	\$ 1,308,204	\$ 1,308,204	\$ 1,327,155	\$ 18,951
Fire Control and Prevention District				
All Revenue Sources	\$ 1,343,204	\$ 1,343,204	\$ 1,343,204	\$ -
Total	\$ 1,343,204	\$ 1,343,204	\$ 1,343,204	\$ -
Fire Control - Total Expenditures	\$ 1,308,204	\$ 1,308,204	\$ 1,326,274	\$ 18,070
Total	\$ 1,308,204	\$ 1,308,204	\$ 1,326,274	\$ 18,070
Vehicle Equipment and Replacement				
All Revenue Sources	\$ 2,251,101	\$ 2,251,101	\$ 2,360,070	\$ 108,969
Total	\$ 2,251,101	\$ 2,251,101	\$ 2,360,070	\$ 108,969
VERF - Total Expenditures	\$ 896,167	\$ 896,167	\$ 1,005,136	\$ 108,969
Total	\$ 896,167	\$ 896,167	\$ 1,005,136	\$ 108,969
WATER/SEWER FUND				
	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 24,953,626	\$ 24,953,626	\$ 24,953,626	\$ -
Total	\$ 24,953,626	\$ 24,953,626	\$ 24,953,626	\$ -
Expenditures:				
Administration	\$ 2,396,949	\$ 2,396,949	\$ 2,438,279	\$ 41,330
Debt Service	3,930,237	3,930,237	3,930,237	-
Water Purchases	5,690,642	5,690,642	5,690,642	-
Public Works	12,938,373	12,938,373	12,938,373	-
Total	\$ 24,956,201	\$ 24,956,201	\$ 24,997,531	\$ 41,330
STORM DRAINAGE FUND				
	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 638,156	\$ 638,156	\$ 638,156	\$ -
Total	\$ 638,156	\$ 638,156	\$ 638,156	\$ -
Expenditures:				
Operating Expenses	\$ 293,533	\$ 293,533	\$ 294,254	\$ 721
Debt Service	248,641	248,641	248,641	-
Transfers Out	100,135	100,135	100,135	-
Total	\$ 642,309	\$ 642,309	\$ 643,030	\$ 721
Total Revenue			\$ 513,641	
Total Expenditures			\$ 1,409,099	
Net Effect All Funds			\$ (895,458)	