



*Prosper is a place where everyone matters.*

**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, February 28, 2023  
**6:15 PM**

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link:  
<https://prospertx.new.swagit.com/views/378/>

**Addressing the Town Council:**

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

**If you are attending in person**, please submit this form to the Town Secretary or the person recording the minutes for the Board/Commission prior to the meeting. When called upon, please come to the podium, and state your name and address for the record.

**If you are watching online**, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the Town Council meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Town Council during that session of the Town Council. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Presentation of a Proclamation declaring February 28, 2023, as Prosper Community Library Day. (LS)

## **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.

- [2.](#) Consider and act upon the minutes from the February 14, 2023, Town Council Work Session meeting. (MLS)
- [3.](#) Consider and act upon the minutes from the February 14, 2023, Town Council Regular meeting. (MLS)
- [4.](#) Consider and act upon the minutes from the February 18, 2023, Town Council Work Session meeting. (MLS)
- [5.](#) Consider and act upon an ordinance canceling the May 6, 2023 General Election. (MLS)
- [6.](#) Receive the Quarterly Investment Report. (CL)
- [7.](#) Consider and act upon a resolution authorizing various individuals as signers of specific accounts and certain investment matters. (CL)
- [8.](#) Consider and act upon approval of annual software maintenance and operational open purchase orders with MCCi, for the Information Technology Department during FY 2023. (LJ)
- [9.](#) Consider and act upon awarding RFP No. 2023-09-A for Benefits and Risk Management Consultant services for the Town of Prosper, effective February 28, 2023, and authorizing the Town Manager to execute all documents for the same. (JE)
- [10.](#) Consider and act upon approving an update to the Library Policies. (LS)
- [11.](#) Receive the 2022 Annual Racial Profiling Report for the Prosper Police Department as required by state law. (DK)
- [12.](#) Consider and act upon an ordinance to rezone for a Specific Use Permit for a Restaurant with Drive-Through Service on 1.12± acres, located on the north side of US 380, west of Custer Road. (S22-0002) (DS)
- [13.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Eric Walker, and the Town of Prosper, Texas, related to the Prosper Plaza development, located on the north side of US 380, west of Custer Road. (DS)
- [14.](#) Consider and act upon an ordinance to amend a Specific Use Permit-19 (S-19) for a Child Care Center, licensed on 2.3± acres, located on the north side of Prairie Drive, west of Legacy Drive. (S22-0010) (DS)
- [15.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Srkmer Real Estate Holding 2 LLC, and the Town of Prosper, Texas, related to the Prosper Center development, located on the north side of Prairie Drive, west of Legacy Drive. (DS)
- [16.](#) Consider and act upon an ordinance for a Specific Use Permit for a new Wireless Communications and Support Structure, on .05± acre, located on the north side of Prosper Trail, west of Legacy Drive. (S22-0011) (DS)

17. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Anthemnet Inc, and the Town of Prosper, Texas, related to the Legacy Tower, located on the north side of Prosper Trail, west of Legacy Drive. (DS)

### **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 Comment Request Form" and present it to the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

### **REGULAR AGENDA:**

If you wish to address the Council, please fill out a "Public Comment Request Form" 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:**

18. Conduct a public hearing and consider and act upon a request to amend Planned Development-94 (PD-94), for the Westside Development, on 63.7± acres., located northside of University Drive and east of FM 1385. (Z22-0020) (DS)
19. Conduct a public hearing and consider and act upon a request to rezone 34.7± acres from Commercial District (C) to a new Planned Development for Mixed Use, located northside of Prosper Trail and west of Dallas Parkway. (Z22-0019) (DS)

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

### **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 and all matters incident and related thereto.*

*Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*

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

*Section 551.071 - Raphael Sanseverino v. Town of Prosper, Case No. 429-00932-2020, pending in the 429th Judicial District Court of Collin County.*

*Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, and the Community Engagement Committee, and all matters incident and related thereto.*

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

**Adjourn.**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, February 24, 2023, and remained so posted at least 72 hours before said meeting was convened.

\_\_\_\_\_  
Michelle Lewis Sirianni, 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.



## MINUTES

**Prosper Town Council Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, February 14, 2023

*Prosper is a place where everyone matters.*

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

The meeting was called to order at 3:00 p.m.

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

Mayor David F. Bristol  
Mayor Pro-Tem Jeff Hodges  
Deputy Mayor Pro-Tem Craig Andres  
Councilmember Marcus E. Ray  
Councilmember Amy Bartley  
Councilmember Charles Cotten

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

Councilmember Chris Kern

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

Bob Scott, Interim Town Manager  
Michelle Lewis Sirianni, Town Secretary  
Terry Welch, Town Attorney  
Robyn Battle, Executive Director of Community Services  
Chuck Ewings, Executive Director of Development and Infrastructure Services  
Hulon Webb, Engineering Director  
Dan Heischman, Assistant Director of Engineering Services  
David Soto, Planning Manager  
Dan Baker, Parks and Recreation Director  
Frank Jaromin, Public Works Director  
Scott Brewer, Assistant Police Chief

### **Items for Individual Consideration**

#### **1. Discussion regarding submittal checklists for Planned Developments. (DS)**

Mr. Soto recapped the information previously presented from the last work session. Staff is seeking feedback/direction on the level of detail to be submitted on a Conceptual Development Plan. Three options were presented from bubble diagrams to conceptual to a very detailed plan.

The Town Council discussed how submittals align with other municipalities, existing design regulations/standards of a development, what happens when concepts move within a plan, using “triggers” or “conditions” within a PD, the current process for developers, and when an existing PD requests to be modified/updated.

The consensus of the Town Council was to have a conceptual plan, and to use the Development Standards to apply additional guidelines within the development.

**Adjourn.**

The meeting was adjourned at 4:00 p.m.

These minutes approved on the 28<sup>th</sup> day of February 2023.

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

DRAFT



## MINUTES

**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, February 14, 2023

*Prosper is a place where everyone matters.*

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

The meeting was called to order at 4:15 p.m.

### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Jeff Hodges  
Deputy Mayor Pro-Tem Craig Andres  
Councilmember Marcus E. Ray  
Councilmember Amy Bartley  
Councilmember Charles Cotten

### **Council Members Absent:**

Councilmember Chris Kern

### **Staff Members Present:**

Bob Scott, Interim Town Manager  
Michelle Lewis Sirianni, Town Secretary  
Terry Welch, Town Attorney  
Robyn Battle, Executive Director of Community Services  
Chuck Ewings, Executive Director of Development and Infrastructure Services  
Hulon Webb, Engineering Director  
Dan Heischman, Assistant Director of Engineering Services  
Chris Landrum, Finance Director  
David Soto, Planning Manager  
Leigh Johnson, IT Director  
Frank Jaromin, Public Works Director  
Dan Baker, Parks and Recreation Director  
Whitney Rehm, Grants Administrator  
Mary Ann Moon, EDC Executive Director  
Todd Rice, Communications Manager  
Stuart Blasingame, Fire Chief  
Scott Brewer, Assistant Police Chief

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

Mike Martin with Hope Fellowship Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

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

Councilmember Cotten made the following announcements:

Join us on Saturday, February 18 from 9 to 11 a.m. for the Prosper Fishing Derby at the Frontier Park Pond, located at 1551 Frontier Pkwy. The Prosper Fishing Derby is a friendly competition for kids and a relaxing morning for the entire family. Judges will be stationed around the pond to chart fish caught and prizes will be awarded at 11 a.m. The event is free of charge and registration is not required.

The Downtown Prosper Park Public Input Survey is underway. Town residents and Prosper business owners are encouraged to watch a descriptive video and respond to the survey to share thoughts and visions for the park. Developing the Downtown Prosper Park will add an exciting, yet passive, dimension to the revitalization of the downtown area. Residents may access the video and survey through the Parks and Recreation page on the Town's website. The survey will remain open through March 1.

Get to know your local police officers and connect with your neighbors over coffee and a casual conversation. Bring the kids along and feel free to ask questions while you're here! This event will take place on Wednesday, March 1 from 7:30-9:30 a.m. at 1418 Coffee in Downtown Prosper located at 102 East Broadway.

Mayor Bristol recognized and presented Mr. Scott with a Mayor's Coin for serving as Interim Town Manager.

**CONSENT AGENDA:**

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

1. **Consider and act upon the minutes from the January 24, 2023, Town Council Work Session meeting. (MLS)**
2. **Consider and act upon the minutes from the January 24, 2023, Town Council Regular meeting. (MLS)**
3. **Consider and act upon Ordinance 2023-14 ordering a General Election to be held on May 6, 2023, for the purpose of electing a Councilmember Place 3 and Councilmember Place 5; designating location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Interim Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services. (MLS)**
4. **Consider and act upon Ordinance 2023-15 by the Town Council, acting as the Board of Directors of the Crime Control and Prevention District, ordering a Special Election to be held May 6, 2023, for the purpose of submitting to the qualified voters a referendum on the continuation of the Town of Prosper Crime Control and Prevention District for twenty (20) years, and a sales and use tax at the rate of one-fourth of one percent dedicated to crime control and prevention programs. (MLS)**
5. **Consider and act upon Ordinance 2023-16 by the Town Council, acting as the Board of Directors of the Fire Control, Prevention and Emergency Medical Services District, ordering a Special Election to be held May 6, 2023, for the purpose of submitting to the qualified voters a referendum on the continuation of the Town of Prosper Fire Control, Prevention and Emergency Medical Services District for twenty (20) years, and a sales and use tax at the rate of one-fourth of one percent dedicated to fire safety and emergency medical services programs. (MLS)**
6. **Consider and act upon approving the purchase of a subscription for weather alert software (web + mobile) from Perry Weather Consulting, Inc., for Frontier Park, Folsom Park, and Eagles Landing Park, and authorizing the Interim Town Manager to execute documents for the same. (DB)**



7. Consider and act upon approving the purchase of Public Safety, Firehouse Supplies, and Equipment through the Texas Local Government Purchasing Cooperative from GT Distributors, Inc. (SB)
8. Consider and act upon approving a unit price, as needed contract, between DHS Automation Inc., a sole source provider, and the Town of Prosper, Texas, related to SCADA, maintenance, and water and wastewater electrical services and repair; and authorizing the Interim Town Manager to execute documents for the same. (FJ)
9. Consider and act upon approving the purchase and installation of streetlights from Groves Electrical Services, Inc., through the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manager to execute documents for the same. (FJ)
10. Consider and act upon the purchase of ammunition and range supplies from GT Distributors Inc., utilizing the Buyboard Contract #603-20; and authorizing the Interim Town Manager to execute documents for same. (DK)
11. Consider and act upon Resolution 2023-17 authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, FY 2024 Criminal Justice Division, General Victim Assistance Grant Program and consider and act upon authorizing the Interim Town Manager and/or his/her designee to accept the Office of the Governor, FY 2024 Criminal Justice Division, General Victim Assistance Grant Program upon award. (DK)
12. Consider and act upon authorizing the Interim Town Manager, and/or his/her designee, to accept the award for the Office of the Governor, Criminal Justice Division, Bullet Resistant Shield Grant Program, FY2023. (DK)
13. Consider and act upon Resolution 2023-18 authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Homeland Security Grants Division, 2022 SHSP – Town of Prosper SWAT Communication Headsets Project Grant and consider and act upon authorizing acceptance of the Office of the Governor, Homeland Security Grants Division, 2022 SHSP – Town of Prosper SWAT Communication Headsets Project Grant, if awarded. (DK)
14. Consider and act upon awarding RFP No. 2022-57-B Comprehensive Broadband Analysis to Lit Communities, related to the EDA Prosper Subregional Broadband Assessment & Strategy Project, and authorizing the Interim Town Manager execute an agreement for the same. (MM)
15. Consider and act upon authorizing the Interim Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the Water, Wastewater, and Roadway Impact Fee Update project. (HW)
16. Consider and act upon authorizing the Interim Town Manager to execute Contract Amendment No. 2 to the Professional Services Agreement, between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road Pipeline and Meter Vault Relocation project. (HW)
17. Consider and act upon Ordinance 2023-19 granting a non-exclusive gas franchise to Atmos Energy Corporation and repealing Ordinance No. 2023-02. (RBS)

18. Consider authorizing the Interim Town Manager to execute on behalf of the Town settlement documentation relative to the State of Texas' and other governmental entities' litigation against Allergan, CVS, Walmart and Walgreens for the marketing, sale and dispensing of opioids, and to take all actions incident and related thereto. (TW)
19. Consider and act upon Ordinance 2023-20 to rezone 0.177± acres from Single Family-15 (SF-15) to Downtown Office (DTO), on Lots 10A & 11B, located on the north side of Broadway Street, east of Coleman Street. (Z22-0017). (DS))

Councilmember Ray requested to pull item 18.

Councilmember Ray made a motion to approve consent agenda items 1 through 17 and 19. Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

*Councilmember Ray left the dais.*

Councilmember Bartley made a motion to approve consent agenda item 18. Councilmember Cotten seconded that motion, and the motion passed with a 5-0 vote.

*Councilmember Ray returned to the dais.*

### **CITIZEN COMMENTS**

No comments were made.

There were no regular session items.

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

Councilmember Ray requested an update on the medians and luminaries on Preston Road.

Councilmember Cotten requested to schedule a Capital Improvements Sub Committee meeting to discuss CIP projects.

### **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 and all matters incident and related thereto.*

*Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*

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

*Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, and the Community Engagement Committee, and all matters incident and related thereto.*

*Section 551.071 - Litigation update.*

The Town Council recessed into Executive Session at 4:26 p.m.

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

The Town Council reconvened into Regular Session at 6:06 p.m.

Mayor Pro-Tem Hodges made a motion to appoint Cameron Reeves to the Planning and Zoning Commission. Councilmember Bartley seconded that motion. Motion passed with a 5-0 vote. Councilmember Cotten was not present during the vote.

**Adjourn.**

The meeting was adjourned at 6:06 p.m.

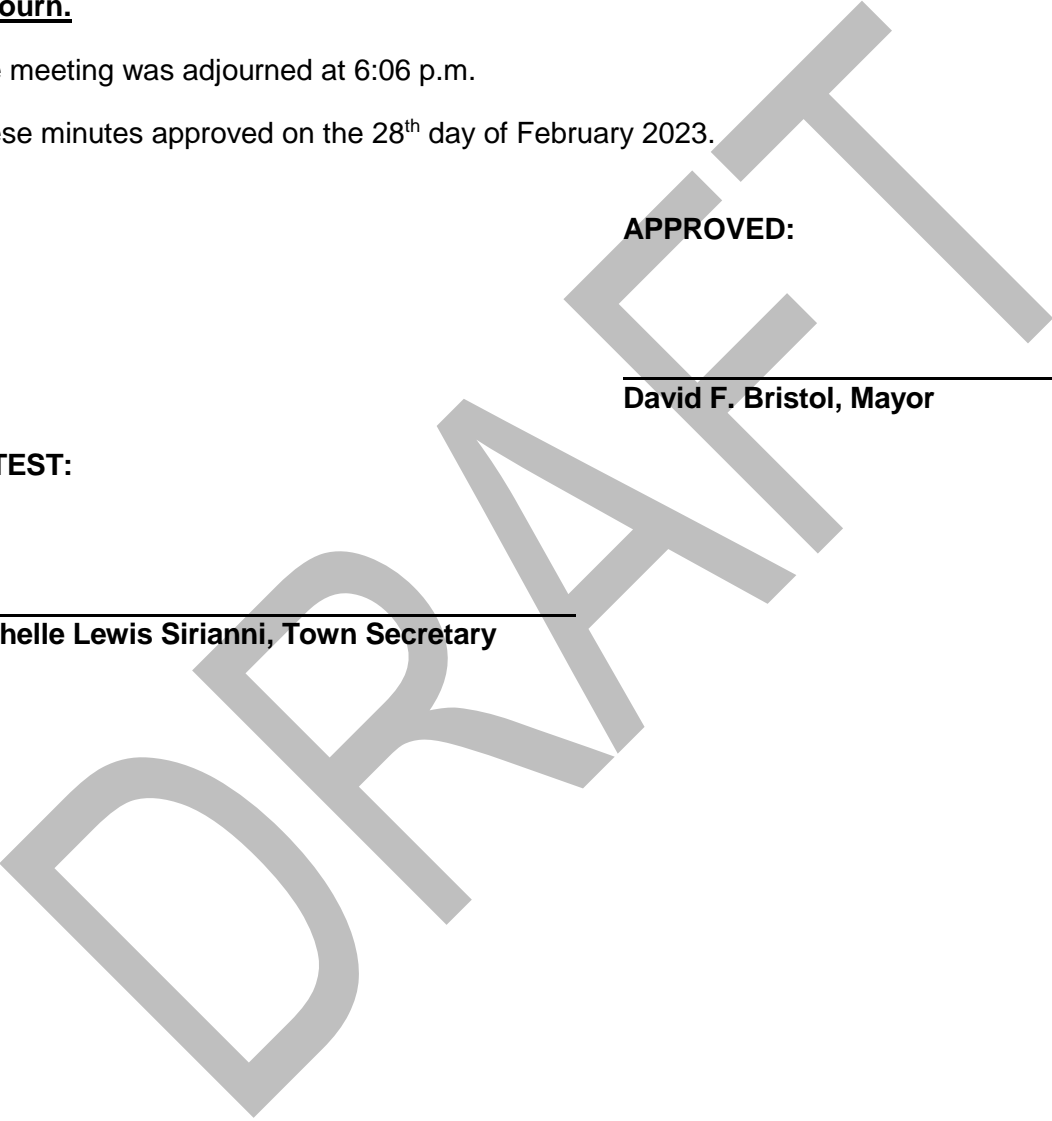
These minutes approved on the 28<sup>th</sup> day of February 2023.

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**





## MINUTES

**Prosper Town Council Work Session**  
Prosper Police Department – Multipurpose Room  
801 Safety Way, Prosper, Texas  
Saturday, February 18, 2023

*Prosper is a place where everyone matters.*

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

The meeting was called to order at 8:11 a.m.

### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Jeff Hodges  
Deputy Mayor Pro-Tem Craig Andres  
Councilmember Marcus E. Ray  
Councilmember Amy Bartley  
Councilmember Chris Kern  
Councilmember Charles Cotten

### **Staff Members Present:**

Mario Canizares, Town Manager  
Bob Scott, Executive Director of Administrative Services  
Bret Bauer, Government Professional Services

### **Items for Individual Consideration**

#### **1. Discuss the strategic vision and goals for the Town.**

The Town Council began with a visioning exercise and discussion of the previously held strategic planning sessions.

*The Town Council recessed from 10:00 a.m. to 11:00 a.m. to attend the Fishing Derby.*

*Councilmembers Ray and Cotten arrived at 11:00 a.m.*

The Town Council reconvened by breaking into groups to continue prioritizing goals, which was narrowed down by one group to: Excellence, Intentional, *Texanic* (word to communicate attitude of friendliness and community), and the other group narrowed it down to: excellence, Community-Oriented, and Downtown.

Staff will develop specific actions to implement the vision based on discussed guidelines of a stable tax rate, increasing property values, and municipal excellence.

The Town Council requested a follow up session for further discussion.

### **Adjourn.**

The meeting was adjourned at 3:02 p.m.

These minutes approved on the 28<sup>th</sup> day of February 2023.

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

DRAFT

## TOWN SECRETARY



**To: Mayor and Town Council**

**From: Michelle Lewis Sirianni, Town Secretary**

**Through: Mario Canizares, Town Manager  
Robyn Battle, Executive Director of Community Services**

**Re: Canceling May General Election**

**Town Council Meeting – February 28, 2023**

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**Agenda Item:**

Consider and act upon an ordinance canceling the May 6, 2023, General Election.

**Description of Agenda Item:**

In accordance with the Texas Election Law, the filing period deadline for casting a place on the May 6, 2023, ballot was Friday, February 17 and the write-in deadline was Tuesday, February 21. No other applications for a place on the ballot were received other than the incumbents. Therefore, allowing the Town to cancel the General Election.

Due to the Town also holding a Special Election for the Special Purpose Districts, it shall be noted that Senate Bill 1 amended Section 2.053 of the Election Code to state if a separate election is being held at the same time as a cancelled election, the unopposed candidates must be listed on the ballot for the separate election under the heading "Unopposed Candidates Declared Elected." Names will be listed in relative order with no votes being cast in connection with the candidates. An unopposed candidate who is declared elected may not qualify for office until after the regular canvassing takes place.

**Budgetary Impact:**

The Town will hold the Special Election with services funded through account 100-5460-10-02, Election Expenses. There is no direct budgetary impact associated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance: English & Spanish
2. Certification of Unopposed Candidates

**Town Staff Recommendation:**

Town staff recommends the Town Council approve an ordinance canceling the May 6, 2023, General Election.

**Proposed Motion:**

I move to approve an ordinance canceling the May 6, 2023, General Election.

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2023-XX

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, CANCELING THE GENERAL ELECTION SCHEDULED TO BE HELD ON THE MAY 6, 2023, FOR THE PURPOSE OF ELECTING COUNCILMEMBER PLACE 3 AND COUNCILMEMBER PLACE 5; DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; ORDERING THE POSTING OF THIS ORDINANCE AT TOWN HALL ON ELECTION DAY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 2023-14, was adopted by the Town Council on February 14, 2023, for the purpose of electing Councilmember Place 3 and Councilmember Place 5 to the Prosper Town Council; and

**WHEREAS**, the election is for officers of the Town in which write-in votes may be counted only for names appearing on a list of write-in candidates and in which each candidate whose name is to appear on the ballot is unopposed; and

**WHEREAS**, the filing deadlines for name placement on the ballot and declaration of write-in candidacy have passed; and

**WHEREAS**, the Town Council has received the Town Secretary's certification that each candidate is unopposed for the election; and,

**WHEREAS**, Section 2.053(a) of the Texas Election Code authorizes the governing body to declare each unopposed candidate elected to office and to cancel the election.

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

**SECTION 1.**

The General Election for the purpose of electing Councilmember Place 3 and Council Place 5 previously called for May 6, 2023, is hereby canceled.

**SECTION 2.**

The following candidates, who are unopposed for the May 6, 2023, General Election, are hereby declared elected to office and shall be issued a certificate of election:

Councilmember Place 3	Amy Bartley
Councilmember Place 5	Jeff Hodges

**SECTION 3.**

Pursuant to Section 2.053 of the Texas Election Code, the Town Secretary shall post a copy of this ordinance on Election Day, at the polling place used or that would have been used in the election.

**SECTION 4.**

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance or of the code of Ordinances, as amended hereby, be adjudged or held to be void or

unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 5.**

This ordinance shall take effect immediately in accordance with the provisions of the Charter of the Town of Prosper, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, COLLIN AND DENTON COUNTIES, TEXAS, ON THIS THE 28TH DAY OF FEBRUARY, 2023.**

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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



## CUIDAD DE PROSPER, TEXAS

## ORDENANZA NO. 2023-XX

**UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CUIDAD DE PROSPER, TEXAS, QUE CANCELA LAS ELECCIONES GENERALES PROGRAMADAS PARA EL 6 DE MAYO DE 2023, CON EL FIN DE ELEGIR AL CONCEJAL LUGAR 3 Y AL CONCEJAL LUGAR 5; DECLARAR A CADA CANDIDATO SIN OPOSICIÓN ELEGIDO PARA EL CARGO; ORDENAR LA PUBLICACIÓN DE ESTA ORDENANZA EN EL AYUNTAMIENTO EL DÍA DE LAS ELECCIONES; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PREVIENDO UNA FECHA EFECTIVA.**

**MIENTRAS**, la Ordenanza Núm. 2023-14, fue adoptada por el Concejo Municipal el 14 de febrero de 2023, con el propósito de elegir al Concejal Lugar 3 y al Concejal Lugar 5 para el Concejo Municipal de Prosper; y

**MIENTRAS**, la elección es para funcionarios de la ciudad en la que los votos por escrito se pueden contar solo para los nombres que aparecen en una lista de candidatos por escrito y en la que cada candidato cuyo nombre debe aparecer en la boleta no tiene oposición; y

**MIENTRAS**, han pasado los plazos de presentación para la colocación del nombre en la boleta y la declaración de candidatura por escrito; y

**MIENTRAS**, el Consejo Municipal ha recibido la certificación del Secretario del Pueblo de que cada candidato no tiene oposición para la elección; y,

**MIENTRAS**, la sección 2.053(a) del Código Electoral de Texas autoriza al órgano rector a declarar elegido para el cargo a cada candidato sin oposición ya cancelar la elección.

**AHORA, POR LO TANTO, EL CONCEJO DE LA CUIDAD DE LA CUIDAD DE PROSPER, TEXAS, ORDENA QUE:**

### **SECCIÓN 1**

Por la presente se cancela la Elección General con el propósito de elegir al Concejal Lugar 3 y el Concejal Lugar 5 convocada anteriormente para el 6 de mayo de 2023.

### **SECCIÓN 2**

Los siguientes candidatos, que no tienen oposición para las Elecciones Generales del 6 de mayo de 2023, son declarados elegidos para el cargo y se les emitirá un certificado de elección:

Miembro del Consejo Lugar 3	Amy Bartley
Miembro del Consejo Lugar 5	Jeff Hodges

### **SECCIÓN 3**

De conformidad con la Sección 2.053 del Código Electoral de Texas, el Secretario del Pueblo publicará una copia de esta ordenanza el Día de la Elección, en el lugar de votación utilizado o que se hubiera utilizado en la elección.

**SECCIÓN 4**

Si alguna palabra, oración, párrafo, subdivisión, cláusula, frase o sección de esta ordenanza o del código de Ordenanzas, según enmendado por la presente, se declara nula o inconstitucional, esto no afectará la validez de las partes restantes. de dicha ordenanza o el Código de Ordenanzas, según enmendado por la presente, que permanecerá en pleno vigor y efecto.

**SECCIÓN 5**

Esta ordenanza y la orden para una Elección General entrarán en vigencia a partir de la aprobación de esta ordenanza.

**DEBIDAMENTE APROBADO Y APROBADO POR EL CONCEJO DE LA CUIDAD DE LOS CONDADOS DE PROSPER, COLLIN Y DENTON, TEXAS, EL DÍA 28 DE FEBRERO DE 2023.**

**APROBADO:**

\_\_\_\_\_  
**David F. Bristol, Alcalde**

**DOY FE:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Secretaria de la Ciudad**

**APROBADO EN FORMA Y LEGALIDAD:**

\_\_\_\_\_  
**Terrence S. Welch, Abogado de la Ciudad**

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR  
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)**

**CERTIFICACIÓN DE CANDIDATOS NO PROPUESTOS PARA  
OTRAS SUBDIVISIONES POLÍTICAS (NO DEL CONDADO)**

To: Presiding Officer of Governing Body

*Para: Presidente del Consejo de Administración*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for the election to office for the General Election scheduled to be held on Saturday, May 6, 2023.

*Como autoridad responsable de tener preparada la boleta oficial, certifico que los siguientes candidatos no tienen oposición para la elección al cargo para la elección general programada para el sábado 6 de mayo de 2023.*

Office(s) Cargo(s)

Candidate(s) Candidato(s)

Place 3

Amy Bartley

Place 5

Jeff Hodges

Michelle Lewis Sirianni

Signature (Firma)

Michelle Lewis Sirianni

Printed name (Nombre en letra de molde)

Town Secretary

Title (Puesto)

February 22, 2023

Date (Fecha)



(Seal) (sello)



**INVESTMENT PORTFOLIO SUMMARY**

**For the Fourth Quarter Ended**

**December 31, 2022**

**Prepared by  
Valley View Consulting, L.L.C.**

The investment portfolio of the Town of Prosper is in compliance with the Public Funds Investment Act and the Town of Prosper Investment Policy and Strategies.

  
\_\_\_\_\_  
Bob Scott, Executive Director of Administrative Services

  
\_\_\_\_\_  
Chris Landrum, Assistant Finance Director

**Disclaimer:** These reports were compiled using information provided by the Town of Prosper. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

**Summary**

**Quarter End Results by Investment Category:**

Asset Type	September 30, 2022			December 31, 2022		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/NOW	1.91%	\$ 41,450,612	\$ 41,450,612	3.63%	\$ 31,294,332	\$ 31,294,332
Pools	2.31%	49,720,257	49,720,257	3.97%	71,672,414	71,672,414
Securities	1.48%	23,145,288	22,208,630	1.90%	43,112,743	42,191,915
Certificates of Deposit	0.28%	39,602,746	39,602,746	1.38%	34,641,918	34,641,918
<b>Total</b>	<b>1.56%</b>	<b>\$ 153,918,903</b>	<b>\$ 152,982,245</b>	<b>3.17%</b>	<b>\$ 180,721,406</b>	<b>\$ 179,800,579</b>

**Average Yield - Current Quarter (1)**

Total Portfolio	3.17%
Rolling Three Month Treasury	4.19%
Rolling Six Month Treasury	3.90%
TexPool	3.98%

**Fiscal Year-to-Date Average Yield (2)**

Total Portfolio	3.17%
Rolling Three Month Treasury	4.19%
Rolling Six Month Treasury	3.90%
TexPool	3.98%

**Interest Earnings (Approximate)**

Quarter	\$ 1,002,277
Fiscal Year-to-date	\$ 1,002,277

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

**Town of Prosper, Texas**  
**December 31, 2022 Quarterly Investment Report Investment Strategy Addendum**

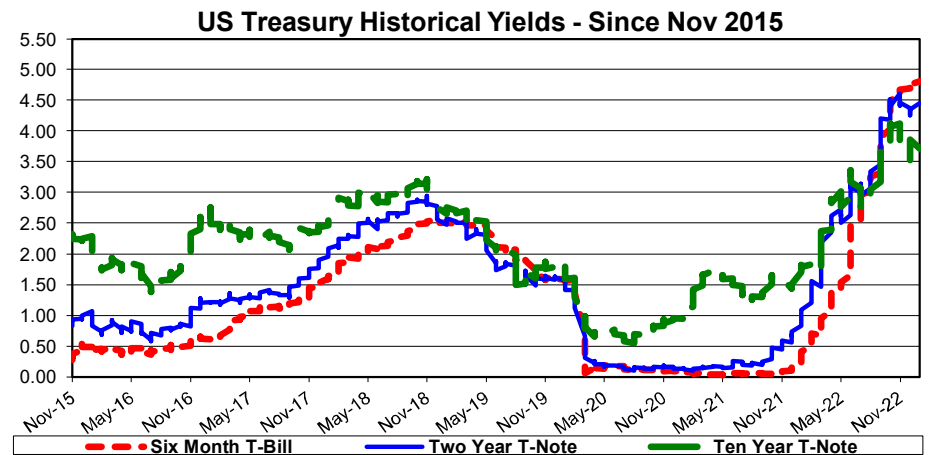
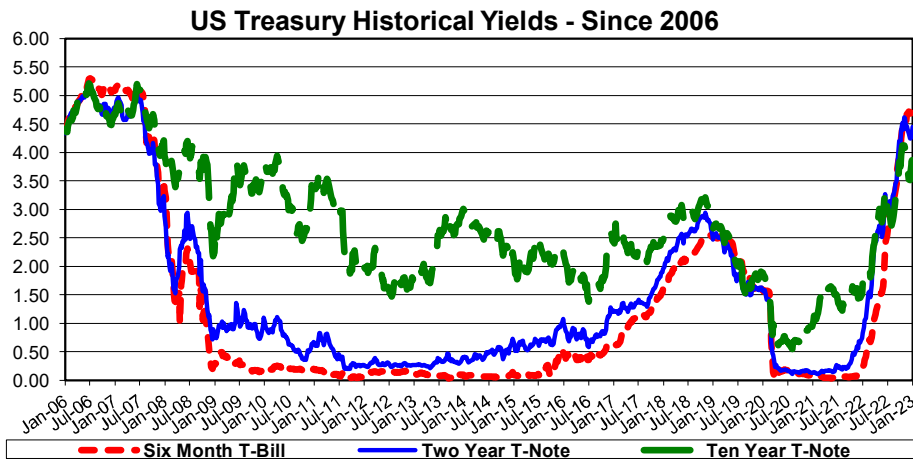
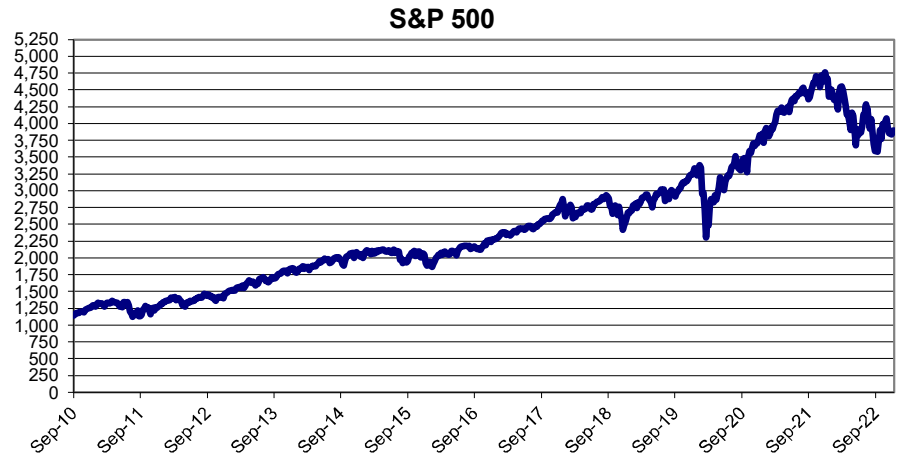
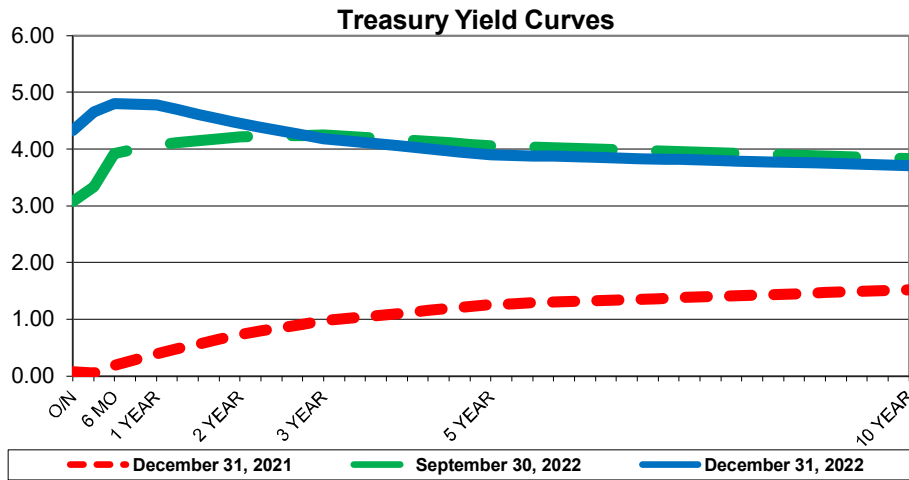
As noted in the Economic Overview, the FOMC has tightened 425 basis points in the since early 2022 and as anticipated, tightened an additional 25 basis points on February 1, 2023 resulting in a Fed Funds target of 4.50%-4.750%. These increases reflect The Federal Reserve's efforts to slow the economy and reduce inflationary pressures.

In the low interest environment of 2021 and prior, Certificates of Deposit (CD) often provided a yield advantage over Treasury and Agency securities. This yield advantage is still selectively prevalent, but combined with the greater administrative requirements and lack of liquidity associated with CD's the Town will continue shifting more available funds into fixed income securities. In addition, the Town premier money market account with its Depository Bank that pays the Fed Funds rate. The Town also maintains balances in two local government investment pools to ensure liquidity and for diversification purposes.

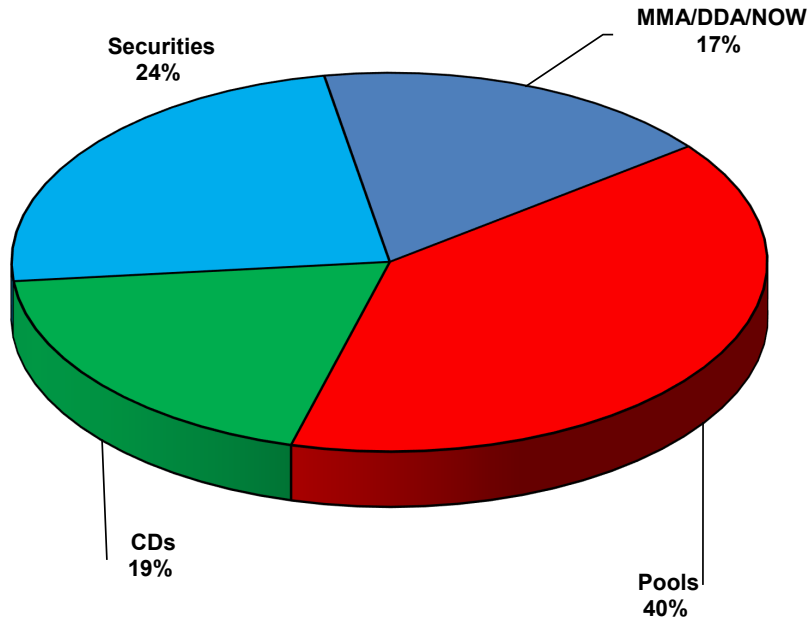
### Economic Overview

12/31/2022

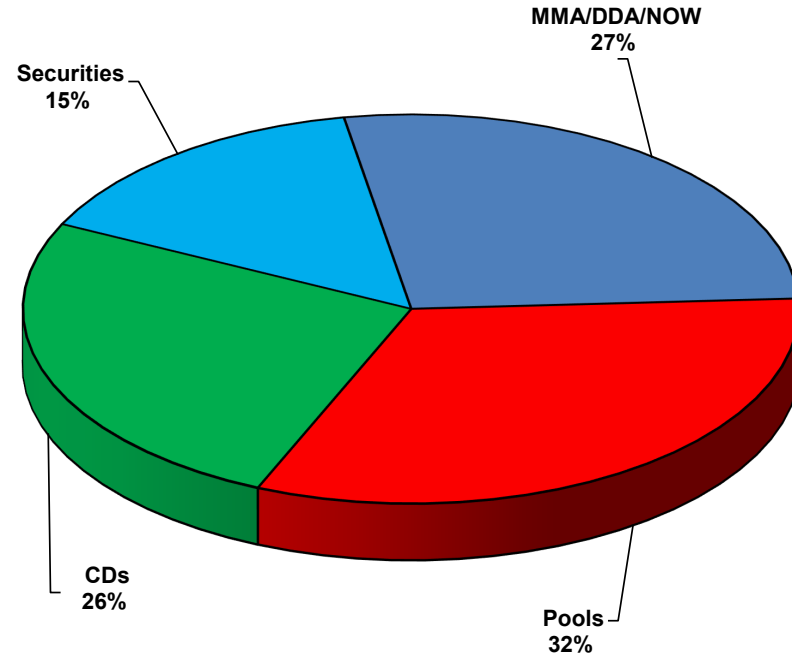
The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.50% to 4.25% - 4.50% December 14th (Effective Fed Funds are trading +/-4.33%). A 0.25% increase is projected February 1st. Third Quarter GDP jumped to 3.2% in the final number. December Non-Farm Payroll added 223k new jobs with the Three Month Average declining to 247k. Crude oil continues moderating at +/- \$75 per barrel. The Stock Markets drifted between +/-15% to +/-19% below the 2021 peak. The yield curve is fully negatively sloped (3 months to 10 years, with peak yield at 6 months) and continues to indicate lower future interest rates. Inflation remained well over the FOMC 2% target (Core PCE +/-5% and CPI +/-6%). International challenges add to economic uncertainty.



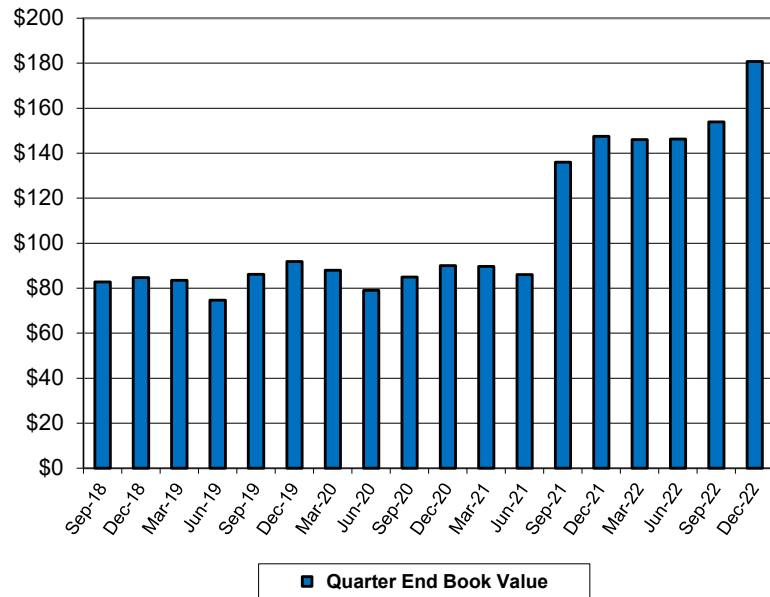
Composition - Current Quarter



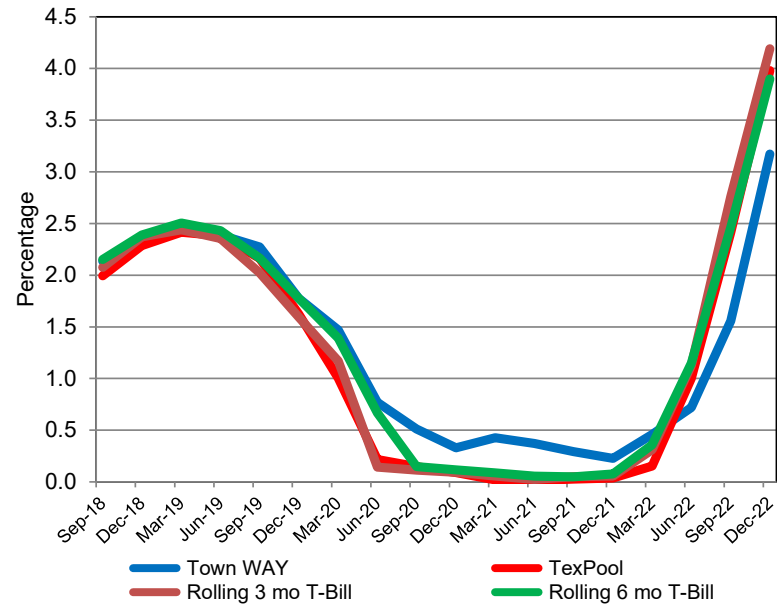
Composition - Prior Quarter



Total Portfolio (Millions)



Town Portfolio Performance





**Investment Holdings**  
**December 31, 2022**

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Independent Bank DDA		1.76%	01/01/23	12/31/22	\$ 1,393,119	\$ 1,393,119	1.00	\$ 1,393,119	1	1.76%
Independent Bank DDA #2		1.76%	01/01/23	12/31/22	7,505,376	7,505,376	1.00	7,505,376	1	1.76%
Independent Bank DDA #3		4.43%	01/01/23	12/31/22	17,059,507	17,059,507	1.00	17,059,507	1	4.43%
NexBank MMA		4.40%	01/01/23	12/31/22	5,108,280	5,108,280	1.00	5,108,280	1	4.40%
PlainsCapital Bank MMA		0.00%	01/01/23	12/31/22	228,050	228,050	1.00	228,050	1	0.00%
TexSTAR	AAAm	3.97%	01/01/23	12/31/22	35,894,668	35,894,668	1.00	35,894,668	1	3.97%
TexPool	AAAm	3.98%	01/01/23	12/31/22	35,777,746	35,777,746	1.00	35,777,746	1	3.98%
Legend Bank IntraFi CD		0.35%	03/23/23	03/25/21	1,500,000	1,500,000	100.00	1,500,000	82	0.35%
CapTex Bank IntraFi CD		0.40%	03/23/23	03/25/21	3,000,000	3,000,000	100.00	3,000,000	82	0.40%
The American Nat'l Bank CD		0.43%	06/01/23	06/01/21	5,032,378	5,032,378	100.00	5,032,378	152	0.43%
T-Note	Aaa/AA+	0.13%	07/31/23	10/20/21	1,500,000	1,497,971	97.37	1,460,505	212	0.36%
Veritex Community Bank CD		0.25%	08/23/23	08/23/21	10,031,341	10,031,341	100.00	10,031,341	235	0.25%
Independent Financial CD		4.00%	09/04/23	10/11/22	10,062,563	10,062,563	100.00	10,062,563	247	4.00%
Veritex Community Bank CD		0.25%	09/15/23	09/17/21	5,015,636	5,015,636	100.00	5,015,636	258	0.25%
T-Note	Aaa/AA+	2.88%	10/31/23	10/20/21	1,500,000	1,530,433	98.50	1,477,560	304	0.43%
T-Note	Aaa/AA+	4.75%	02/29/24	02/09/22	5,000,000	5,058,758	97.43	4,871,300	425	1.35%
FHLB	Aaa/AA+	4.75%	03/08/24	12/21/22	10,000,000	9,995,011	99.91	9,990,600	433	4.79%
T-Note	Aaa/AA+	2.25%	04/30/24	03/16/22	10,000,000	10,049,418	96.86	9,685,900	486	1.87%
T-Note	Aaa/AA+	1.25%	08/31/24	02/09/22	5,000,000	4,981,152	94.72	4,735,950	609	1.48%
FHLB	Aaa/AA+	4.48%	10/03/24	12/22/22	10,000,000	10,000,000	99.70	9,970,100	642	4.48%
<b>Total Portfolio</b>					<b>\$ 180,608,664</b>	<b>\$ 180,721,406</b>		<b>\$ 179,800,579</b>	<b>160</b>	<b>3.17%</b>

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

## Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/22	Increases	Decreases	Book Value 12/31/22	Market Value 09/30/22	Change in Market Value	Market Value 12/31/22
Independent Bank DDA	1.76%	01/01/23	\$ 28,823,024	\$ -	\$(27,429,905)	\$ 1,393,119	\$ 28,823,024	\$ (27,429,905)	\$ 1,393,119
Independent Bank DDA #2	1.76%	01/01/23	7,472,368	33,009	-	7,505,376	7,472,368	33,009	7,505,376
Independent Bank DDA #3	4.43%	01/01/23	-	17,059,507	-	17,059,507	-	17,059,507	17,059,507
NexBank MMA	4.40%	01/01/23	5,061,391	46,889	-	5,108,280	5,061,391	46,889	5,108,280
PlainsCapital Bank MMA	0.00%	01/01/23	93,829	134,221	-	228,050	93,829	134,221	228,050
TexSTAR	3.97%	01/01/23	42,087,949	-	(6,193,281)	35,894,668	42,087,949	(6,193,281)	35,894,668
TexPool	3.98%	01/01/23	7,632,308	28,145,438	-	35,777,746	7,632,308	28,145,438	35,777,746
The American Nat'l Bank CD	0.37%	12/01/22	5,023,213	-	(5,023,213)	-	5,023,213	(5,023,213)	-
Prosperity Bank CD	0.15%	12/27/22	10,015,010	-	(10,015,010)	-	10,015,010	(10,015,010)	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	1,500,000	-	1,500,000
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	3,000,000	-	3,000,000
The American Nat'l Bank CD	0.43%	06/01/23	5,026,987	5,391	-	5,032,378	5,026,987	5,391	5,032,378
T-Note	0.36%	07/31/23	1,497,091	880	-	1,497,971	1,450,485	10,020	1,460,505
Veritex Community Bank CD	0.25%	08/23/23	10,025,023	6,317	-	10,031,341	10,025,023	6,317	10,031,341
Independent Financial CD	4.00%	09/04/23	-	10,062,563	-	10,062,563	-	10,062,563	10,062,563
Veritex Community Bank CD	0.25%	09/15/23	5,012,512	3,124	-	5,015,636	5,012,512	3,124	5,015,636
T-Note	0.43%	10/31/23	1,539,643	-	(9,210)	1,530,433	1,477,845	(285)	1,477,560
T-Note	1.35%	02/29/24	5,071,477	-	(12,719)	5,058,758	4,868,750	2,550	4,871,300
FHLB	4.79%	03/08/24	-	9,995,011	-	9,995,011	-	9,990,600	9,990,600
T-Note	1.87%	04/30/24	10,058,773	-	(9,355)	10,049,418	9,684,400	1,500	9,685,900
T-Note	1.48%	08/31/24	4,978,305	2,847	-	4,981,152	4,727,150	8,800	4,735,950
FHLB	4.48%	10/03/24	-	10,000,000	-	10,000,000	-	9,970,100	9,970,100
<b>TOTAL / AVERAGE</b>	<b>3.17%</b>		<b>\$ 153,918,903</b>	<b>\$ 75,495,197</b>	<b>\$(48,692,693)</b>	<b>\$ 180,721,406</b>	<b>\$ 152,982,245</b>	<b>\$ 26,818,334</b>	<b>\$ 179,800,579</b>

**Allocation**

December 31, 2022

Item 6.

Book Value	Yield	Maturity Date	Total	Cash Positions - Bank Investments	Cash Positions - Pool Investments	Certificates of Deposit / CDARS	US Agency	US Treasury
Independent Bank MMA	1.76%		\$ 1,393,119	\$ 1,393,119	\$ -	\$ -	\$ -	\$ -
Independent Bank MMA #2	1.76%		7,505,376	7,505,376	-	-	-	-
Independent Bank MMA #3	4.43%		17,059,507	17,059,507	-	-	-	-
NexBank MMA	4.40%		5,108,280	5,108,280	-	-	-	-
PlainsCapital Bank MMA	0.00%		228,050	228,050	-	-	-	-
TexSTAR	3.97%		35,894,668	-	35,894,668	-	-	-
TexPool	3.98%		35,777,746	-	35,777,746	-	-	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	-	-
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	-	-
The American Nat'l Bank CD	0.43%	06/01/23	5,032,378	-	-	5,032,378	-	-
T-Note	0.36%	07/31/23	1,497,971	-	-	-	-	1,497,971
Veritex Community Bank CD	0.25%	08/23/23	10,031,341	-	-	10,031,341	-	-
Independent Financial CD	4.00%	09/04/23	10,062,563	-	-	10,062,563	-	-
Veritex Community Bank CD	0.25%	09/15/23	5,015,636	-	-	5,015,636	-	-
T-Note	0.43%	10/31/23	1,530,433	-	-	-	-	1,530,433
T-Note	1.35%	02/29/24	5,058,758	-	-	-	-	5,058,758
FHLB	4.79%	03/08/24	9,995,011	-	-	-	9,995,011	-
T-Note	1.87%	04/30/24	10,049,418	-	-	-	-	10,049,418
T-Note	1.48%	08/31/24	4,981,152	-	-	-	-	4,981,152
FHLB	4.48%	10/03/24	10,000,000	-	-	-	10,000,000	-
<b>Totals</b>			<b>\$ 180,721,406</b>	<b>\$ 31,294,332</b>	<b>\$ 71,672,414</b>	<b>\$ 34,641,918</b>	<b>\$ 19,995,011</b>	<b>\$ 23,117,732</b>

**Allocation**

December 31, 2022

Item 6.

Market Value	Yield	Maturity Date	Total	Cash Positions - Bank Investments	Cash Positions - Pool Investments	Certificates of Deposit / CDARS	US Agency	US Treasury
Independent Bank MMA	1.76%		\$ 1,393,119	\$ 1,393,119	\$ -	\$ -	\$ -	\$ -
Independent Bank MMA #2	1.76%		7,505,376	7,505,376	-	-	-	-
Independent Bank MMA #3	4.43%		17,059,507	17,059,507	-	-	-	-
NexBank MMA	4.40%		5,108,280	5,108,280	-	-	-	-
PlainsCapital Bank MMA	0.00%		228,050	228,050	-	-	-	-
TexSTAR	3.97%		35,894,668	-	35,894,668	-	-	-
TexPool	3.98%		35,777,746	-	35,777,746	-	-	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	-	-
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	-	-
The American Nat'l Bank CD	0.43%	06/01/23	5,032,378	-	-	5,032,378	-	-
T-Note	0.36%	07/31/23	1,460,505	-	-	-	-	1,460,505
Veritex Community Bank CD	0.25%	08/23/23	10,031,341	-	-	10,031,341	-	-
Independent Financial CD	4.00%	09/04/23	10,062,563	-	-	10,062,563	-	-
Veritex Community Bank CD	0.25%	09/15/23	5,015,636	-	-	5,015,636	-	-
T-Note	0.43%	10/31/23	1,477,560	-	-	-	-	1,477,560
T-Note	1.35%	02/29/24	4,871,300	-	-	-	-	4,871,300
FHLB	4.79%	03/08/24	9,990,600	-	-	-	9,990,600	-
T-Note	1.87%	04/30/24	9,685,900	-	-	-	-	9,685,900
T-Note	1.48%	08/31/24	4,735,950	-	-	-	-	4,735,950
FHLB	4.48%	10/03/24	9,970,100	-	-	-	9,970,100	-
<b>Totals</b>			<b>\$ 179,800,579</b>	<b>\$ 31,294,332</b>	<b>\$ 71,672,414</b>	<b>\$ 34,641,918</b>	<b>\$ 19,960,700</b>	<b>\$ 22,231,215</b>

**Allocation**

**September 30, 2022**

<b>Book Value</b>	<b>Yield</b>	<b>Maturity Date</b>	<b>Total</b>	<b>Cash Positions - Bank Investments</b>	<b>Cash Positions - Pool Investments</b>	<b>Certificates of Deposit / CDARS</b>	<b>US Treasury</b>
Independent Bank MMA	1.76%		\$ 28,823,024	\$ 28,823,024	\$ -	\$ -	\$ -
Independent Bank MMA #2	1.76%		7,472,368	7,472,368	-	-	-
NexBank MMA	3.05%		5,061,391	5,061,391	-	-	-
PlainsCapital Bank MMA	0.00%		93,829	93,829	-	-	-
TexSTAR	2.29%		42,087,949	-	42,087,949	-	-
TexPool	2.41%		7,632,308	-	7,632,308	-	-
The American Nat'l Bank CD	0.37%	12/01/22	5,023,213	-	-	5,023,213	-
Prosperity Bank CD	0.15%	12/27/22	10,015,010	-	-	10,015,010	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	-
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	-
The American Nat'l Bank CD	0.43%	06/01/23	5,026,987	-	-	5,026,987	-
T-Note	0.36%	07/31/23	1,497,091	-	-	-	1,497,091
Veritex Community Bank CD	0.25%	08/23/23	10,025,023	-	-	10,025,023	-
Veritex Community Bank CD	0.25%	09/15/23	5,012,512	-	-	5,012,512	-
T-Note	0.43%	10/31/23	1,539,643	-	-	-	1,539,643
T-Note	1.35%	02/29/24	5,071,477	-	-	-	5,071,477
T-Note	1.87%	04/30/24	10,058,773	-	-	-	10,058,773
T-Note	1.48%	08/31/24	4,978,305	-	-	-	4,978,305
<b>Totals</b>			<b>\$ 153,918,903</b>	<b>\$ 41,450,612</b>	<b>\$ 49,720,257</b>	<b>\$ 39,602,746</b>	<b>\$ 23,145,288</b>

**Allocation**

**September 30, 2022**

<b>Market Value</b>	<b>Yield</b>	<b>Maturity Date</b>	<b>Total</b>	<b>Cash Positions - Bank Investments</b>	<b>Cash Positions - Pool Investments</b>	<b>Certificates of Deposit / CDARS</b>	<b>US Treasury</b>
Independent Bank MMA	1.76%		\$ 28,823,024	\$ 28,823,024	\$ -	\$ -	\$ -
Independent Bank MMA #2	1.76%		7,472,368	7,472,368	-	-	-
NexBank MMA	3.05%		5,061,391	5,061,391	-	-	-
PlainsCapital Bank MMA	0.00%		93,829	93,829	-	-	-
TexSTAR	2.29%		42,087,949	-	42,087,949	-	-
TexPool	2.41%		7,632,308	-	7,632,308	-	-
The American Nat'l Bank CD	0.37%	12/01/22	5,023,213	-	-	5,023,213	-
Prosperity Bank CD	0.15%	12/27/22	10,015,010	-	-	10,015,010	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	-
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	-
The American Nat'l Bank CD	0.43%	06/01/23	5,026,987	-	-	5,026,987	-
T-Note	0.36%	07/31/23	1,450,485	-	-	-	1,450,485
Veritex Community Bank CD	0.25%	08/23/23	10,025,023	-	-	10,025,023	-
Veritex Community Bank CD	0.25%	09/15/23	5,012,512	-	-	5,012,512	-
T-Note	0.43%	10/31/23	1,477,845	-	-	-	1,477,845
T-Note	1.35%	02/29/24	4,868,750	-	-	-	4,868,750
T-Note	1.87%	04/30/24	9,684,400	-	-	-	9,684,400
T-Note	1.48%	08/31/24	4,727,150	-	-	-	4,727,150
<b>Totals</b>			<b>\$ 152,982,245</b>	<b>\$ 41,450,612</b>	<b>\$ 49,720,257</b>	<b>\$ 39,602,746</b>	<b>\$ 22,208,630</b>

# FINANCE



**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

**Through: Mario Canizares, Town Manager  
 Bob Scott, Executive Director of Administrative Services**

**Re: Authorized Signatories Updates**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

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

**Description of Agenda Item:**

This item supersedes the actions taken at the September 13, 2022, Council meeting, which authorized signatory authority for bank accounts, ACH and Wires, and investments. This item includes bank account signers, electronic funds transfers, investment pools, and investment accounts.

The following table summarizes the proposed authorizations:

<b>Bank Accounts</b>	<b>ACH and Wires</b>	<b>Texpool/TexStar</b>	<b>Investment Accounts</b>
Mario Canizares	Mario Canizares	Mario Canizares	Mario Canizares
Robert B. Scott	Robert B. Scott	Robert B. Scott	Robert B. Scott
Robyn D. Battle	Robyn D. Battle	Robyn D. Battle	Robyn D. Battle
Charles R. Ewings	Charles R. Ewings	Charles R. Ewings	Charles R. Ewings
John C. Landrum	John C. Landrum	John C. Landrum	John C. Landrum
Ryan Patterson	Ryan Patterson	Ryan Patterson	Ryan Patterson

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution
2. TexPool Resolution

3. TexStar Resolution

**Town Staff Recommendation:**

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

**Proposed Motion:**

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



TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING VARIOUS INDIVIDUALS AS SIGNATORIES ON SPECIFIC ACCOUNTS AND CERTAIN INVESTMENT MATTERS; REPEALING RESOLUTION NO. 2020-52, ADOPTED ON OR ABOUT SEPTEMBER 13, 2022; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**SECTION 1**

Town-approved signatories for current and possible future Independent Bank accounts and those of any other depository of the Town are hereby authorized to include Town's Executive Director of Administrative Services, Town Manager, Town's Executive Director of Communications, Town's Executive Director of Development Services, Town's Finance Director and Town's Assistant Finance Director. Presently the incumbents for each position hereby authorized are Robert B. Scott, Mario Canizares, Robyn D. Battle, Charles R. Ewings, John C. Landrum and Ryan Patterson respectively.

**SECTION 2**

The Town-approved signatories authorized to perform wire and ACH transfers include the Town's Executive Director of Administrative Services, Town Manager, Town's Executive Director of Communications, Town's Executive Director of Development Services, Town's Finance Director and Town's Assistant Finance Director. Presently the incumbents for each position hereby authorized are Robert B. Scott, Mario Canizares, Robyn D. Battle, Charles R. Ewings, John C. Landrum and Ryan Patterson respectively.

**SECTION 3**

The Town-approved signatories authorized to make financial transactions for TexPool, and TexSTAR, local government investment pools, to include the Town's Executive Director of Administrative Services, Town Manager, Town's Executive Director of Communications, Town's Executive Director of Development Services, Town's Finance Director and Town's Assistant Finance Director. Presently the incumbents for each position hereby authorized are Robert B. Scott, Mario Canizares, Robyn D. Battle, Charles R. Ewings, John C. Landrum and Ryan Patterson respectively.

**SECTION 4**

The Town-approved signatories authorized to make financial transactions for current and possible future investment accounts to include the Town's Executive Director of Administrative

Services, Town Manager, Town's Executive Director of Communications Town's Executive Director of Development Services, Town's Finance Director and Town's Assistant Finance Director. Presently the incumbents for each position hereby authorized are Robert B. Scott, Mario Canizares, Robyn D. Battle, Charles R. Ewings, John C. Landrum and Ryan Patterson respectively.

**SECTION 5**

Resolution No. 2020-52 approved on or about September 13, 2022, is hereby repealed in its entirety.

**SECTION 6**

This Resolution shall be effective from and after its passage by the Town Council.  
**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF FEBRUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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



1. Resolution (continued)

Item 7.

4. Charles R. Ewings Executive Director of Development Services  
 Name Title  
9 7 2 5 6 9 1 1 6 3  cewings@prospertx.gov  
 Phone Fax Email  
  
 Signature

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

Robert B. Scott  
 Name

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

Lynn Regan Accounting Manager  
 Name Title  
9 7 2 5 6 9 1 1 0 9  lregan@prospertx.gov  
 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 2 8 day of February, 2 0 2 3.

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

Town of Prosper 77294  
 Name of Participant\*

**SIGNED**  
  
 Signature\*  
David F. Bristol  
 Printed Name\*  
Mayor  
 Title\*

**ATTEST**  
  
 Signature\*  
Michelle Lewis Sirianni  
 Printed Name\*  
Town Secretary  
 Title\*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**  
**Email:** texpool@dtsystems.com  
**Fax:** 866-839-3291







**AMENDING RESOLUTION**

WHEREAS, Town of Prosper

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

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

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

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

- 1. Name: Robert B. Scott Title: Executive Director of Administrative Services  
 Signature: \_\_\_\_\_ Phone: 972-569-1062  
 Email: bscott@prospertx.gov
- 2. Name: Mario Canizares Title: Town Manager  
 Signature: \_\_\_\_\_ Phone: 972-569-1010  
 Email: mcanizares@prospertx.gov
- 3. Name: Robyn D. Battle Title: Executive Director of Communications  
 Signature: \_\_\_\_\_ Phone: 972-569-1011  
 Email: rbattle@prospertx.gov
- 4. Name: Charles R. Ewings Title: Executive Director of Development Services  
 Signature: \_\_\_\_\_ Phone: 972-569-1163  
 Email: cewings@prospertx.gov

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

Name: bscott@prospertx.gov

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

Name: Lynn Regan Title: Accounting Manager  
 Signature: \_\_\_\_\_ Phone: 972-569-1109  
 Email: lregan@prospertx.gov

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

DATED \_\_\_\_\_

Town of Prosper  
 (NAME OF PARTICIPANT)

SIGNED BY: \_\_\_\_\_  
 (Signature of official)  
David F. Bristol, Mayor  
 (Printed name and title)

ATTESTED BY: \_\_\_\_\_  
 (Signature of official)  
Michelle Lewis Sirianni, Town Secretary  
 (Printed name and title)

**\*REQUIRED\***  
**PLACE OFFICIAL SEAL OF ENTITY HERE**

**FOR INTERNAL USE ONLY**  
 APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND  
 \_\_\_\_\_  
 AUTHORIZED SIGNER





## AMENDING RESOLUTION

WHEREAS, Town of Prosper

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

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

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

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

- 1. Name: John C. Landrum Title: Finance Director  
 Signature: \_\_\_\_\_ Phone: 972-569-1008  
 Email: clandrum@prospertx.gov
- 2. Name: Ryan Patterson Title: Assistant Finance Director  
 Signature: \_\_\_\_\_ Phone: 972-569-1119  
 Email: rpatterson@prospertx.gov
- 3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_
- 4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

Name: bscott@prospertx.gov

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

Name: Lynn Regan Title: Accounting Manager  
 Signature: \_\_\_\_\_ Phone: 972-569-1109  
 Email: lregan@prospertx.gov

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

DATED \_\_\_\_\_

Town of Prosper  
(NAME OF PARTICIPANT)

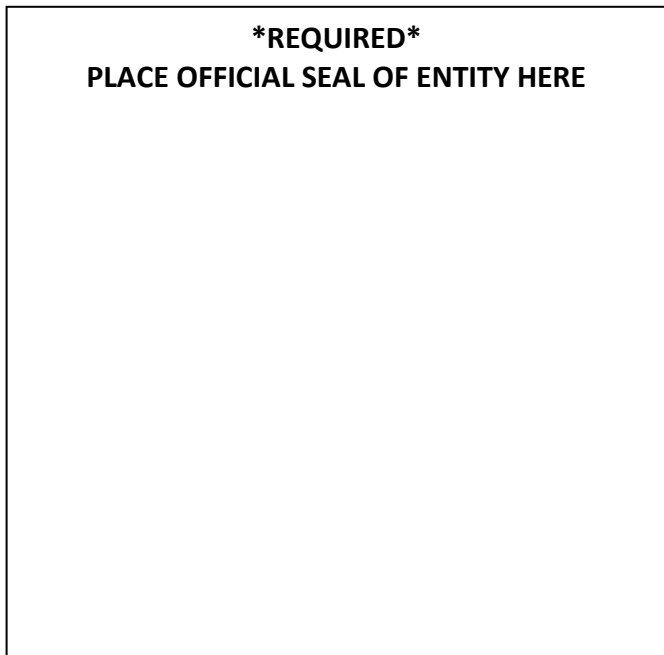
SIGNED BY: \_\_\_\_\_  
(Signature of official)

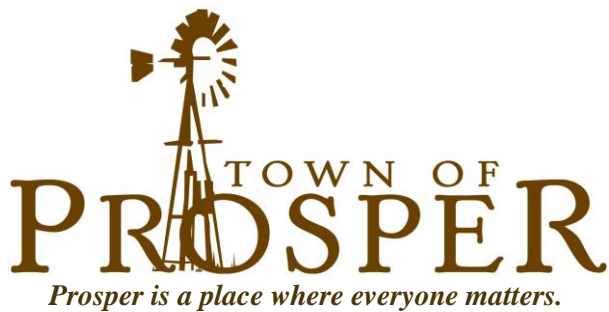
David F. Bristol, Mayor  
(Printed name and title)

ATTESTED BY: \_\_\_\_\_  
(Signature of official)

Michelle Lewis Sirianni, Town Secretary  
(Printed name and title)

FOR INTERNAL USE ONLY  
 APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND  
 \_\_\_\_\_  
 AUTHORIZED SIGNER





# INFORMATION TECHNOLOGY

**To: Mayor and Town Council**

**From: Leigh Johnson, Director of Information Technology**

**Through: Mario Canizares, Town Manager  
Bob Scott, Executive Director of Administrative Services**

**Re: Annual Software Maintenance Purchase**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

Consider and act upon approval of annual software maintenance and operational open purchase orders with MCCi, for the Information Technology Department during FY 2023. (LJ)

**Description of Agenda Item:**

In order to conform with State purchasing law and best practices, the Purchasing Division has asked the Information Technology Department to annually request Council approval of various open or blanket purchase orders for routine maintenance, repair, and operational items.

These items are considered routine in nature and occur each year. This includes renewal of annual contracts bid out by the Town, cooperative/interlocal agreements, and sole source items.

Each purchase order requested meets all aspects of State purchasing laws as well as Town purchasing procedures. At this time, the Information Technology Department is requesting approval of the following item:

Cooperative	Description	Vendor	Amount
BuyBoard 544-17	Laserfiche Software	MCCi	\$46,118.75

**Budget Impact:**

Funding is available through the FY 2023 operating budget.

**Legal Obligations and Review:**

This item does not require legal review.

**Attached Documents:**

- 1. BuyBoard Information

**Town Staff Recommendation:**

Town staff recommends approval of annual software maintenance and operational open purchase orders with MCCi for the Information Technology Department during FY 2023.

**Proposed Motion:**

I move to approve annual software maintenance and operational open purchase orders with MCCi for the Information Technology Department during FY 2023.



## Vendor Contract Information Summary

Vendor MCCI, LLC (Self-reporting Vendor)  
 Contact Stephanie Wood  
 Phone 8507010725  
 Phone Extension 1768  
 Email swood@mccinnovations.com  
 Vendor Website www.mccinnovations.com  
 TIN 33-1069550  
 Address Line 1 1958A Commonwealth Lane  
 Vendor City Tallahassee  
 Vendor Zip 32303  
 Vendor State FL  
 Vendor Country USA  
 Delivery Days 10  
 Freight Terms FOB Destination  
 Payment Terms Net 30 days  
 Shipping Terms Prepaid and added to invoice  
 Ship Via Common Carrier  
 Designated Dealer No  
 EDGAR Received Yes  
 Service-disabled Veteran Owned No  
 Minority Owned No  
 Women Owned No  
 National Yes  
 No Foreign Terrorist Orgs Yes  
 No Israel Boycott Yes  
 MWBE No  
 ESCs All Texas Regions  
 States All States  
 Contract Name Copy-Print and Document Management Services  
 Contract No. 625-20  
 Effective 12/01/2020  
 Expiration 11/30/2023  
 Accepts RFQs Yes  
 Quote Reference Number 625-20



## Vendor Contract Information Summary

**Return Policy** For software orders, within 30 days of order, if software has not been activated, a full refund will be granted; if software has been activated, a 15% processing fee will apply. No refunds will be granted after 30 days. For scanning orders, MCCi will correct only those valid discrepancies outlined in our agreement above the acceptable error rate reported within 90 days after delivery of electronic data to client. All product warranties are limited to manufacturer's standard warranty provisions.



## HUMAN RESOURCES

**To: Mayor and Town Council**

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

**Through: Mario Canizares, Town Manager  
Bob Scott, Executive Director of Administrative Services**

**Re: Benefits and Risk Management Consultant**

**Town Council Meeting – February 28, 2023**

### **Agenda Item:**

Consider and act upon awarding RFP No. 2023-09-A for Benefits and Risk Management Consultant services for the Town of Prosper, effective February 28, 2023, and authorizing the Town Manager to execute all documents for the same. (JE)

### **Description of Agenda Item:**

The Town of Prosper Human Resources department contracts with a benefits consultant to assist with the town's self-insurance fund, ensuring we provide competitive benefits to our employees while containing costs. The Town's current agreement with McGriff, Seibels and Williams is at the end of its contractual obligation, HR released RFP No. 2023-09-A for consulting services. Under the current agreement Risk Management consulting services were not included. Due to the Town's growth a risk consultant will provide expertise to ensure the Town's coverages are adequate and priced competitively providing potential savings for the Town. Attached is the RFP Analysis. Holmes Murphy and Associates provided the best scope of services to provide benefits and risk consulting for the Town of Prosper at an annual cost of \$50,000.

### **Budget Impact:**

HR benefits and risk consulting services are budgeted out of account #730-5410-10-00, for an annual cost of \$50,000.

### **Legal Obligations and Review:**

Terrance Welch of Brown & Hofmeister, L.L.P., has approved the Holmes Murphy and Associates service agreement paperwork as to their form and legality.

### **Attached Documents:**

1. Homes Murphy Service Agreement
2. RFP No. 2023-09-A Analysis

### **Town Staff Recommendation:**

Town staff recommends awarding RFP No. 2023-09-A to Holmes Murphy and Associates and authorizing the Town Manager to execute all documents for the same.

**Proposed Motion:**

I move to award RFP No. 2023-09-A for benefits and risk consulting services to Holmes Murphy and Associates and authorize the Town Manager to execute all documents for the same.



RFP NO. 2023-09-B  
 BENEFITS AND RISK CONSULTANT

<b>EVALUATION MATRIX</b>		<b>Digital Insurance LLC</b>		<b>Gallagher Benefit Services</b>		<b>Holmes Murphy &amp; Associates</b>		<b>HUB International</b>		<b>IMA Financial Group</b>		<b>Marsh &amp; McLennan Agency (Marsh USA)</b>		<b>McGriff, Seibels and Williams</b>	
<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>
Presentation of Firm and Scope of Services Offered	40%	4.25	1.70	7.00	2.80	10.00	4.00	8.50	3.40	4.25	1.70	4.50	1.80	8.00	3.20
Qualifications of Project Personnel	25%	4.25	1.06	7.25	1.81	10.00	2.50	9.00	2.25	5.25	1.31	5.50	1.38	9.00	2.25
References	10%	5.00	0.50	6.00	0.60	9.00	0.90	9.00	0.90	6.00	0.60	4.00	0.40	9.00	0.90
Cost Proposal	25%	2.22	0.56	4.44	1.11	4.00	1.00	3.10	0.78	1.82	0.45	10.00	2.50	4.30	1.08
<b>TOTAL</b>	<b>100%</b>		<b>3.82</b>		<b>6.32</b>		<b>8.40</b>		<b>7.33</b>		<b>4.07</b>		<b>6.08</b>		<b>7.43</b>

# SERVICES AGREEMENT

This Agreement for Services ("Agreement") is made the 21st day of February 2023 ("Effective Date") between Town of Prosper ("Client"), and Holmes Murphy & Associates, LLC ("Holmes Murphy"), either or both of which entities may be referred to individually or collectively as "Party" or "Parties", respectively.

WHEREAS Holmes Murphy provides consulting and brokerage services to clients in the field of health and welfare benefits; therefore, Client hereby engages in the services of Holmes Murphy, and in consideration of the promises herein contained.

NOW, THEREFORE, the Parties hereby agree as follows:

## I. SCOPE OF SERVICES

Holmes Murphy will provide professional services in the area of health and welfare benefits as outlined in the Exhibit A attached hereto and hereby incorporated into this Agreement. Holmes Murphy is not responsible for services offered by a third party regardless of whether the third party was recommended by Holmes Murphy in their capacity as Broker of Record.

## II. SERVICES FEES

Compensation for medical and dental consulting is outlined in Exhibit A. Compensation for non-medical/dental benefit coverages are paid by the vendor to Holmes Murphy. National Carrier bonus payments may be paid to Holmes Murphy based on national volume not specific to Client and those funds are directed to corporate initiatives.

In addition to the consulting fee, Holmes Murphy is eligible to receive commissions from insurance companies and vendors whose products are utilized by Client. Client will authorize the fees Client pays for these products. Holmes Murphy must disclose in writing the amount of any such commissions received.

Client will not incur any additional monthly fees after the Agreement is terminated as provided in Section III, however Holmes Murphy may still receive commissions from insurance companies following termination of this Agreement. Notwithstanding the foregoing, regardless of termination, in addition to payment of commissions, fees and other amounts due under this Agreement, Client is responsible for payment of any sales and use tax due on or with respect to commissions, fees and other amounts payable this Agreement. Client will pay applicable sales or use tax to Holmes Murphy or the proper tax authority as required by law.

## III. TERM

This Agreement will begin on April 1, 2023 and will continue for a period of one (1) year thereafter (Initial Term). This Agreement will automatically renew for additional one year terms (each, a Renewal Term). The Initial Term and Renewal Term are collectively referred to herein as the Term. This Agreement may be terminated at any time and for any reason by either Party by providing ninety (90) days prior written notice to the other Party. In the event Client is transitioning health and welfare benefit services to another provider upon termination, Holmes Murphy shall use all reasonable efforts to share information and coordinate such transition with the new provider in a professional and workmanlike manner.

#### **IV. INDEMNIFICATION**

To the extent authorized by Texas law, each Party ("Indemnitor") hereby agrees to indemnify, defend and hold harmless the other Party ("Indemnitee"), including the Indemnitee's subsidiaries and affiliates and their respective officers, directors, employees, agents, successors and assigns, from and against any and all losses, claims, demands, actions, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney fees) arising out of or related to (i) the Indemnitor's performance or failure to perform any of its obligations under this Agreement, or (ii) any other negligent act or failure to act on the part of Indemnitor. In no event will either Party be liable for any special, incidental, punitive, indirect or consequential damages whatsoever arising out of the services, even if the party has been advised of that possibility. Notwithstanding the foregoing, Holmes Murphy's total liability under this section shall not exceed the sum of fees paid by Client or commissions received (excluding any insurance premiums) over the previous twelve (12) months.

#### **V. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other Party that: (i) it is duly authorized and licensed to do business and carry out its obligations under this Agreement; (ii) the making of this Agreement does not violate any law, regulation or agreement to which it is a party; (iii) in fulfilling its obligations pursuant to this Agreement, it will comply with all applicable federal, state and local laws or regulations; (iv) it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been authorized by all necessary corporate action; (v) it has obtained all third party consents required to enter into this Agreement and neither the execution, delivery or performance of this Agreement will conflict with or constitute a breach of its certificate of incorporation, charter or by-laws; (vi) it has had the opportunity to read this Agreement, has voluntarily entered into this Agreement, and is fully aware of its terms and conditions. The representations and warranties of this Section shall survive the termination of this Agreement.

#### **VI. CONFIDENTIALITY**

Holmes Murphy acknowledges that during the term of this Agreement, it will have access to or may come in to possession of various confidential materials of Client, including without limitation: employee information including name, address, social security number or any other personally identifiable information; contact information; account information; financial information; and security and operational procedures and information. Holmes Murphy agrees that it will not divulge any confidential material to any third party without Client's prior written consent, provided, however, Holmes Murphy shall be permitted to divulge confidential material to third parties that are utilized to provide the services to Client. Holmes Murphy further agrees that all confidential material shall be and remain the property of Client. All such information in tangible form, including all tools and equipment, shall be returned to Client promptly upon written request or the termination of the Agreement, and shall not thereafter be retained or used in any form or manner by Holmes Murphy. Notwithstanding the foregoing, subject to its obligations of confidentiality, Holmes Murphy may retain one copy of documents containing confidential information necessary for archival purposes and to defend its work product. This undertaking shall survive any termination of this Agreement.

## VII. ASSIGNMENT

This Agreement shall be binding upon, and shall inure to the benefit of the Parties, their administrators, executors, personal representatives, and successors.

## VIII. NOTICES

Notices will be effective under this Agreement when in writing and delivered by next-day delivery service (with proof of delivery) or mailed by certified or registered mail, return receipt requested, to the appropriate Party below, with a copy to each Party's respective General Counsel,

Attn: General Counsel

Holmes Murphy & Associates, LLC  
2727 Grand Prairie Parkway  
Waukee, IA 50263

Jay Carter, Purchasing Manager

Town of Prosper  
Town Hall, 3<sup>rd</sup> Floor  
250 W. First Street, PO Box 307  
Prosper, TX 75078

or to the person and at the address designated in the future. Notices shall be deemed given on the date delivered or date of attempted delivery, if service is refused.

## IX. SEVERABILITY

In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.

## X. CAPTIONS

The captions used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the Parties under this Agreement.

## XI. INDEPENDENT CONTRACTORS

Nothing contained in this Agreement shall create any association, partnership, joint venture or principal/agent relationship between Client and Holmes Murphy, it being understood that the Parties are, with respect to each other, independent contractors, and neither Party shall have an authority to bind the other in any way.

## XII. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Iowa, without regard to its conflict of law rules.

## XIII. WAIVER

The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent, actionable breach.

#### **XIV. ENTIRE AGREEMENT**

This Agreement and the Exhibits attached hereto constitute the entire understanding between the Parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written. This Agreement or any part or provision hereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and executed by authorized representatives of both Parties.

#### **XV. COUNTERPART EXECUTION**

This Agreement may be executed in multiple counterparts, including emailed or telecopied facsimile, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

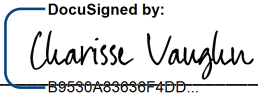
In Witness Whereof, the Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

AGREED:

Client: Town of Prosper

Holmes Murphy & Associates, LLC

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

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

Name: Charisse Vaughn

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

Date: 2/21/2023

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

Title: Senior Vice President

## Exhibit A – Scope of Services

### 1. Client management and Consulting Services

- Facilitate initial client onboarding: Core Beliefs Exercise
- Develop an annual set of milestones/project plans and deliverables based on scope of service offered.
- Provide all guidance on all aspects of the employee benefit portfolio including plan design and contribution strategies.
- Conduct semi-annual strategic meetings.
- Facilitate pre-renewal strategic meetings to discuss objectives, expected financial impacts, and desired outcomes.
- Manage and oversee day-to-day interactions with client vendor partners.
- Provide HR team support for management of benefit plans and programs.
- Provide nationally and regionally validated sources for benchmarking related to health and welfare programs.
- Provide general education and consulting.

### 2. Marketing Services (New Clients/Renewals)

- Facilitate the Request for Proposal (RFP) process requesting proposals, pricing, and specific benefit detail for insurance products to which we are appointed. In scope services encompass general insurance products and administration of insurance products only.
- Evaluate provider networks which include provider discounts, access, service level, and potential disruption to the Town.
- Conduct vendor negotiations and oversee finalist presentations.

### 3. Employee Communication Services

- Develop enrollment communication calendar and timeline.
- Create enrollment communications using our proprietary templates to educate and engage employees. These items can include postcards, posters, announcement emails, newsletters, benefits enrollment guides, and required notices. To meet deadlines, a maximum of two edits is requested. If multiple iterations are required, an additional fee may apply.
- Prepare, strategize, and facilitate virtual Open Enrollment meetings.
- Evaluate and provide feedback on communication tools and materials included in carrier contracts, such as plan selection tools, wellness newsletters, etc.
- Provide templates for monthly employee benefits and wellness newsletters/emails.
- Create and administer benefit satisfaction surveys.

#### **4. Compliance Services**

- Generate a proprietary Compliance Scorecard, which provides insight into areas that may need further attention.
- Develop a plan of action to address any Compliance Scorecard items of concern.
- Provide access to in-house compliance resources for routine questions and inquiries.
- Provide on-going webinar and in-person education opportunities.
- Provide access to online benefits and human resources portal containing compliance tools and resources.
- Provide timely updates on compliance-related alerts via email.
- Prepare compliance required notices in electronic format.
- Recommend and assist with the implementation of vendor partners that facilitate compliance-related administration such as Leave of Absence administration, and ACA (Affordable Care Act) requirements. The costs of these services are not included in our scope of services.

#### **5. Financial/Reporting/Data Analysis**

- Collect carrier and vendor claims, utilization, and cost data to provide financial reporting and analysis. Self-funded clients will receive this financial reporting monthly.
- Prepare routine evaluations of the financial performance of benefit programs for which Holmes Murphy has been appointed.
- Develop budgets using Holmes Murphy proprietary and actuarially validated budget and modeling tools, including and analysis of contribution strategies and plan design strategies.
- Assist in risk levels and provide stop loss modeling when appropriate.
- Proprietary Clinical Learning and Understanding Engine (CLUE) reporting when minimum employee lives, and revenue are met.

#### **6. Pharmacy Strategy Consulting**

- Consult on evaluation and marketing of carve-out pharmacy solutions.
- Facilitate formulary & prescription disruption analysis.
- Represent client through negotiation of discounts off AWP, Rebates, Administrative fees, performance guarantees, and overall contract improvements.
- Assist with new PBM installation/implementation support.
- Review PBM contracts, policies, Summary Plan Descriptions (SPDs), and Summary of Benefit Coverage (SBC's) for accuracy and consistency with the terms of the coverage sold.



## 7. Clinical/Wellbeing Services

- Consult on evaluation, implementation, and management of clinical and wellbeing solutions to meet client benefit portfolio goals.
- Develop, with client team, a Disease-Specific Battle Plan to address current and future member health risks based on utilization and disease states.
- Manage and oversee day-to-day interactions with client's clinical and wellbeing vendor partners.

## 8. Additional Services not in scope

- Language translation, printing, postage, and document delivery expenses.
- Custom employee communication materials, including stock video libraries, custom videos, microsites, benefit apps, enrollment decision support tools, etc.
- Plan document and SPD creation.
- Compliance-related deliverables such as: Non-discrimination testing, ACA Section 6055 and 6056 reporting.
- Partner/vendor file feed charges.
- Employee compensation/total rewards statements.
- Consult on evaluation, implementation, and management of clinical and wellbeing solutions to meet client benefit portfolio goals.

## 9. Value-Added Services

- Clinical Plan review and Data Warehouse services through **Holmes Murphy's Clinical Learning and Understanding Engine (C.L.U.E.)**. We will compare the clinical and disease states of the Town's population in comparison to normative and best practice plans so that the Town can better understand where gaps currently exist, along with the recommended programs and strategies to close those gaps.
- **Texas Municipal Medical Plan Benchmark**. This benchmark includes 130 plans from 60 Texas Municipalities so that the Town can understand where your plans rank to other similar Employers that you are competing against for your talent. This will be provided to the Town at no additional cost.

## 10. Cost Control Services

- Holmes Murphy will review the existing programs and will provide detailed costs estimates associated with changes to the current benefit programs based on affordability and best-fit for your employees for the following programs: Tax-advantage programs, Innovative RX plan designs, Clinical Wellness Programs, Employee Nurse Programs, Value-based Plan Designs, Contractual Discount Analysis, and Funding Alternatives.

## 11. Quality Assurance

- Holmes Murphy will establish an agreed upon scope of services on an annual basis after discussion with the Town, its leaders, and our team. At the end of the plan year, we will produce a Stewardship Report that reviews the agreed upon scope of service and provide insights into the services delivered including financial savings and overall performance.
- The Holmes Murphy team assigned will internally utilize our Client Retention Tool to evaluate our ongoing service to the Town. This tool will allow the team to monitor project timelines, key deliverables, upcoming meetings, and deadlines.

## 12. Price Quote

We propose to provide the full scope of services as outlined in this proposal for a fee of:

**Fee Description:** Employee Benefit Consulting based on current size and headcount; a compensation amount of **\$50,000** plus standard commissions already built into select coverages.

*Fees that fall outside of the scope of services proposed include the following:*

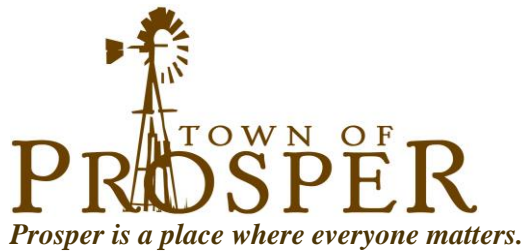
Printing costs associated with employee communication materials and fulfillment. (Note: Our communications team designs the materials customized to the Town and then furnishes the digital file for you to print in-house or through your own print provider if necessary)

Clinical data warehouse and analytics file feeds charges. (These charges are often one-time or as a pass-through charge to the Town's medical/pharmacy carriers.) These charges enable a carrier's EDI file feed to interface with our data warehouse and analytics platform.

Wrap Plan & Summary Plan Document creation, if needed and not funded by the Town's vendors.

Use of Benefit Technology Resources (BTR) for special projects and RFPs, if needed.

You have our commitment that in the event there are services needed that fall outside of our agreement, Holmes Murphy will never invoice you without first obtaining consent based upon an agreed upon fee. In this way, we avoid having any surprises that are not pre-approved.



## LIBRARY SERVICES

**To:** Mayor and Town Council

**From:** Leslie Scott, Director of Library Services

**Through:** Mario Canizares, Town Manager  
Robyn Battle, Executive Director of Community Services

**Re:** Library Policies

Town Council Meeting – February 28, 2023

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**Agenda Item:**

Consider and act upon approving an update to the Library Policies.

**Description of Agenda Item:**

The Prosper Community Library Board has conducted a review of the current Library Policy with the assistance of staff. The Board determined that the existing Library Policy was overly restrictive on teleconferencing in the study rooms and time limitations of study rooms, yet not restrictive enough with children left unattended in library.

The proposed updates to the policies include changes in word choice, children left alone in library unattended, study room teleconferencing, and time allotments. These formalized policies will protect both the patrons and the library, present a professional mode of business, and support the American Library Association standards of library conduct. The Prosper Community Library Board approved the proposed changes at their February 9, 2023 meeting.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Library Policies Redline Version
2. Library Policies Clean Version

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve an update to the Library Policies.

**Proposed Motion:**

I move to approve an update to the Library Policies.

## Prosper Community Library Policies

### Mission Statement

To inform, encourage, engage, and entertain citizens by providing resources and services that respect individuals and ideas, inspire life-long learning, and build community.

The library upholds and supports the “Library Bill of Rights.”

### Purpose of Policy

This document states the policies and plans governing the Prosper Community Library.

### Hours of Operation

The library's hours of operation are intended to serve the needs of the greater community. Hours of operation of the library facility will be recommended by the Library Director and Library Board, with approval of the Executive Director of Community Services, Town Manager, or Town Council. Hours of operation are dependent upon budget, staffing levels, and usage patterns. Hours may be modified, reduced, or extended depending upon these factors. Business hours are subject to change due to town recognized holidays, emergencies, ~~inclement bad~~ weather or by other library actions.

### Circulation Policy

Borrowing materials from the Prosper Community Library is a service and a privilege extended by the Town of Prosper to facilitate the use of its library materials, programs, and space. The Library Director is authorized to promulgate and enforce such rules, procedures, and limitations as may be necessary for the protection of the town's library property; as well as for the widest and best use of the materials and space. This includes limiting by type, subject, format, quantity, and time the materials which may be circulated. The library is also authorized to establish rules, procedures, and parameters for the provision of borrower registration privileges, library card uses, and the renewal of privileges. Misuse, abuse, or neglect of returning library materials repeatedly may result in forfeiture of library membership.

### Patron Registration

Any taxpaying resident of the Town of Prosper, upon completion of an application, proof of identification and ~~town~~ residency, is eligible for free library membership. Identification will be a valid US or Texas government photo ID card or driver's license. Proof of residency will be confirmed through CAD (County Appraisal District). In lieu of an expired or invalid government state issued photo ID card and/or CAD verification, some form of official photo identification and or driver's license, a lease/home closing documents and/or most current a utility bill (i.e., water/sewer, gas, electric) may suffice.

There are two (2) categories of membership to obtain library cards:

- Free permanent as well as limited memberships are available to those who can document\* that they live in a household that receives/pays a Town of Prosper utility bill and the CPR/C48 (Prosper Town) tax.
  - In-person renewal is required bi-annually (every 2 years).

- Paid memberships apply to those who do not pay a Town of Prosper utility bill or the CPR/C48 (Prosper Town) tax. The cost is \$50 per library card holder annually.

- In-person membership renewal and payment are required annually.

**Acceptable Residence Verification Documents:**

There are two primary ways to prove residency:

1. Present a valid/non-expired government issued photo identification indicating your correct address.
2. If ~~you~~ the photo ID does not indicate ~~your correct~~ applicant's correct address, ~~you~~ the applicant will also need a paper or digital utility bill (water, sewer, gas, electric) indicating services to ~~the your~~ place of residence in addition to ~~a your~~ photo ID.
  - If ~~you are~~ the applicant is a new resident and ~~has have~~ not yet received a utility bill, closing documents or rental/lease agreements indicating ~~your~~ place of residence will suffice. Purchase contracts are not accepted.

Collin or Denton County's Appraisal District databases may be referenced to determine which city or town a ~~the library card~~ applicant pays their taxes to. These databases can be found at [www.collincad.org/](http://www.collincad.org/) or [www.dentoncad.com/](http://www.dentoncad.com/).

Non-residents ~~must may~~ pay an annual membership fee of \$50 per card. Identification requirements are the same for a resident. Membership is non-refundable and is not prorated.

A Temporary Membership may be obtained with other forms of identification. See library staff for qualifications and rules for this type of adult membership.

By applying for a library card and the associated privileges, the individual agrees to abide by all policies and rules of the library and acknowledges responsibility for all items checked out on the card including reasonable care and protection from damage. By use of the library card the patron agrees to pay for any lost or damaged materials checked out on the card, as well as any fees assessed on the account. The patron also agrees to promptly notify the library if the card is lost or stolen.

The parent accepts legal responsibility for the child's use of the library and all materials checked out on the child's card, including charges for lost or damaged materials or any library fees assessed on the account.

Individuals who have attained the age of eighteen (18) are an adult as to library usage and may assume the responsibilities which accompany the obtaining of a library card by applying for their own separate card. This does not relieve the parent/guardian of any obligations that are incurred by their minor child, as defined by and under the laws of the State of Texas.

The library reserves the right to verify identity and confirm patron information at any time.

Borrowers holding a valid library card must present their own card at the time they wish to check out materials; however, a family member or designated individual is permitted to check out materials on another member's card if they have possession of that card. Positive identification

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may be requested for verification purposes. A patron may not check out items on a card they do not hold in their possession by any other means.

### Circulation Procedures

Borrowers in good standing regarding overdue/lost items and whose accounts are clear of fees, charges, or other restrictions will be permitted to check out materials for the time specified for those materials.

- Patron may check out up to twenty (20) items maximum per card.
- Materials are loaned for a period of two (2) weeks.
- One (1) kit maximum per card.
- Library materials should be returned on or before the due date. If they are not returned by the due date, they will be considered overdue.
- Patrons are responsible for all materials that are checked out on their account.
- ~~When materials are not returned by the proper time, procedures will be initiated to contact the patron. Once an item becomes overdue, patrons will receive overdue notices via email and the~~ The patron's account will be ~~locked~~ restricted until all items are returned and borrowing privileges will be suspended.
- E-books are available with a library card in good standing through the library's electronic materials provider in accordance with their contracted use policies. ~~Overdrive/Libby.~~ Up to five (5) items may be checked out at one time, each for a maximum of two (2) weeks. Items may not be renewed, but they may be returned and checked out again if not on hold for another patron. A hold may also be placed on items that are not currently available for checkout.

### Holds/ To Go Service

Prosper Community Library permits patrons to place a hold on certain designated types of materials. A maximum of 10 holds may be placed per library card. If a library card already has 20 items checked out, it will not allow holds to be checked out until enough items are returned to allow for the holds to be checked out. When the hold item becomes available, the items will be checked out to the patron and the patron will be notified and given ~~five (5)~~ three (3) library business days to pick up the item(s). When holds are repeatedly not picked up, the library ~~software~~ will ~~restrict designate~~ their card and all associated cards ~~as blocked~~ for future holds due to abuse. This ~~restriction designation~~ is irrevocable by library staff and the Library Director. New cards may not be issued to circumvent the abuse block.

### Renewals

Items, ~~except for hotspots and kits,~~ may be renewed one time unless a hold has been placed on the items.

- Renewals ~~may should~~ be made online, ~~by phone, or in person~~ by the patron through their account's login the day before the items is due.
- Once an item is overdue, renewal ~~is may~~ no longer be possible due to repeated overdue/abuse of the library's lending policy, at which time the item(s) must be returned to the library and made available for other patrons. an option, and the item must be returned to the library.

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- Patrons may not circumvent this renewal policy by checking an item in only to check it out again.

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### **Library Fines/Replacement Costs for Lost/Damaged Materials:**

Library materials that are returned in a damaged condition are evaluated according to current library guidelines. Minor damage may be repaired so that the material may continue to be used. Significantly Heavily damaged or missing pieces to items will remain in the patron's account until the missing piece(s) has been returned and will be withdrawn from the collection and replacement cost and fee assessed.

- The replacement cost of library materials will be charged to the patron for a lost or damaged item.
- Items may NOT be purchased by a patron and brought to the library to replace an item they lost or damaged.
- The patron will be charged a \$5.00 replacement fee in addition to the assessed value of the item.
- Patrons and their dependents who owe a fine or have lost overdue materials will not be allowed to check out items or renew membership until all fees are paid.
- A refund may be issued if lost item is found and returned to the library in the same condition it was borrowed within 30 days of payment. Abuse of this policy will result in forfeiture of this refund policy.

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### **~~Staff Computer Assistance~~ Computer Assistance by Library Staff**

The library provides computers and wireless access as a resource to the community and expects patrons to use them independently. Library staff does not provide one-on-one training on how to use the computers, websites, or computer programs. Library staff does not provide technical services for gaining access to the wireless network for personal computers brought into the library, cell phones, electronic reading devices, or other personal devices.

### **Patron Confidentiality**

Prosper Community Library supports intellectual freedom for everyone and has established these regulations to protect personal identifiable information contained in library records accessible in the library or through its computer systems.

- Patron records are regarded as confidential by library employees. Library staff will not discuss contents with others.
- Library staff will access patron records to conduct library business only.
- Library staff will seek counsel from the Town's Attorney before responding to any request by a third party for personally identifiable information about any user. Such information includes database search records, reference interviews, electronic requests for information, circulation records, and other personally identifiable uses of library materials, facilities, or services.
- A person who presents a library card belonging to another individual for any purpose is not granted access to the confidential records associated with the library ~~card, unless~~ card unless that person is the parent or guardian of the minor ~~card holder-owner who is a minor~~.

## Study Rooms

The library has limited study room space. As a result, ~~this our~~ policy is in place an attempt to create fair access to these space. Study rooms may be used on a first come, first served basis.

### Study Room Use

1. Patrons (adult or juvenile) must have a valid Prosper Community Library card in good standing.
2. ~~Users must sign up for the use of the rooms at the time of use at the 2<sup>nd</sup> floor reference desk. Member users must check-out the room via presentation of their library card or photo ID.~~
3. ~~Study rooms can be utilized for one hour sessions. If there is no further demand for use of the room, the patron can request the room for an additional one hour session. Patrons will be limited to two hours' total use of a study room use per day. Study rooms may be utilized for two hours on a first come, first served basis. After two hours, the occupants may continue to use the space provided no one requests the space. The room in which the occupant has used the room the longest will be the first required to vacate.~~
4. If a study room is not available upon arrival, the patron will be informed as to when one will be available.
5. If a study room is not available, a patron may sign up to be next in line, and must remain in the library to wait their turn, ~~and their time begins when they take possession of the study room.~~
6. Any study room left unattended for more than 15 minutes will be considered vacant and available for use by others. Unattended items will be placed in the library's lost and found.
7. The Prosper Community Library assumes no responsibility for either library or personal possessions left in the study room.
8. Light pre-packaged snacks and drinks in covered containers are allowed. Proper disposal of aforementioned items is required upon vacancy.
9. Reservations are not taken for study rooms. No phone or email requests are allowed. Requests can only be made in person at the time of use.
10. No one under the age of 13 years old may utilize a study room without adult supervision, nor use the room alone.
11. Maximum of four individuals may ~~use~~ occupy a study room at one time.
12. In the case of groups (four or less) using the room, one person will represent the group for its tenure in the room. Consecutive, hourly signups by other persons of the same group are not allowed, ~~only allowed for one additional hour if no one is waiting for the room.~~
13. White board marker kits are available at the reference desk to use. No markers, other than the library's, are allowed to be used on the white boards.
14. Disruptive behavior will lead to a loss of access to the study room(s). Noise should be held to a reasonable level as the rooms are not soundproof. ~~No teleconferencing allowed of any kind (Skype, FaceTime, Zoom, conference call, etc.).~~
- ~~14-15.~~ Teleconferencing and/or phone calls are allowed as long as the volume is not considered disruptive or intrusive as the rooms are not soundproof.
- ~~15-16.~~ Study Rooms are not available to be used for any of the following:
  - a. For purposes prohibited by town ordinance, by state or federal law, or Library



Policy.

- b. For commercial advertising or direct solicitation of clients or customers.
- c. For fund-raising.
- d. For events which directly profit the business of a commercial organization or individual.

### 2<sup>nd</sup> Level Conference Room/Quiet Room

The 2<sup>nd</sup> Level Conference/Quiet Room serves a maximum of eight (8) people for the purpose of allowing individuals or small groups to meet or to have a quiet workspace. It cannot serve both roles (conference and quiet space) at the same time, and therefore can only be one or the other at any given time.

Used as a Conference Room: The intent is to accommodate activities such as discussion groups, panels, small lectures, or meetings. Social events are not permitted.

1. Conference Room must be reserved by an adult via a Prosper Community Library eCard in good standing. Card holder must be in attendance of the meeting taking place in the conference room.
2. Reservations must be made in person and no more than one week in advance, ~~at the 2<sup>nd</sup> floor reference desk.~~ No phone or email reservations are accepted.
3. A maximum of 8 people may use the room at any time. No additional seating may be taken from the library and relocated into the room.
4. Attendees must be at least ~~13~~15 years old.
5. Conference room may be reserved for a maximum of two hours. ~~Once a room is booked by one library card holder, it may not be booked further by anyone else in the group.~~
6. White board marker kits are available at the reference desk to use. No markers, other than the library's, are allowed to be used on the white boards.
7. Light snacks and drinks in covered containers are allowed. Proper disposal of aforementioned items is required upon vacancy.
8. The library will not provide computers, projectors, or other electronic equipment. Nor does the library provide personnel to assist in technical support, room set up/take down, or other materials needed by groups using the conference room.
9. Disruptive behavior or group activities which may cause a disruption to regular library operations will lead to an immediate loss of access to the conference room.
10. Chairs and tables exclusive to the room are provided by the library and restoring to original furniture set up is the responsibility of the user.
11. Meetings taking place near the end of the library operating day must be completed, cleaned up and vacated 10 minutes before the end of the reservation/close of library.
12. Conference Rooms are not available to be used for any of the following:
  - a. For purposes prohibited by town ordinance, by state or federal law, or Library Policy.
  - b. For commercial advertising or direct solicitation of clients or customers.
  - c. For fund-raising.
  - d. For events which directly profit the business of a commercial organization or individual (including professional tutoring services).
13. Solicitation or sales of products and services is prohibited. Charging fees, selling items, charging fees for attendance, or a requirement to purchase materials is not allowed.

Used at a Quiet Room: When not reserved for a meeting, this space is intended for quiet study or reading.

1. Furniture set up is not to be adjusted.
  2. Light snacks and drinks in covered containers are allowed. Proper disposal of forementioned items is required upon vacancy.
  3. Foods that emit smells are prohibited.
  4. Cell phones must be set to silent, and all calls taken outside the library.
  5. Group study or work are considered a meeting and should be booked as such. Minimum number of 4 people are required to reserve the conference room for that use.
  6. Room reservations will be posted on the entrance to the Conference Room/Quiet Room and occupants will be given a 10-minute notice to vacate 5 minutes before the next scheduled reservation.
- ~~6-7.~~ Occupants must be 13 years of age or older.

### **Collection Development**

Prosper Community Library seeks to fulfill its mission by selecting, acquiring, organizing, preserving, maintaining, and providing access to a collection of materials in the most current formats available, including electronic resources. The collection will address the interests and needs of the diverse community it serves in a format that is best suited to meet those needs and interests.

### **Materials Selection Policy**

This policy guides the development and continuous evaluation of library materials to reflect Prosper Community Library's mission to inform, encourage, engage and entertain citizens by providing resources and services that respect individuals and ideas, inspire life-long learning and build community.

Prosper Community Library provides library materials in a variety of formats that:

- Inform the public of timely issues and timeless ideas.
- Encourage people to discover, create, and learn.
- Engage citizens to explore diverse opinions and conduct research on topics of interest.
- Entertain all ages seeking recreation and leisure.

#### 1. Philosophy and Objectives

Prosper Community Library's service commitment is to the people within its service area, including people of every age, education, background, personal philosophy, religious beliefs, occupation, economic level, ethnic origin, and human condition. The library upholds the right of the individual to secure information, even though the content may be controversial, unorthodox, or unacceptable to others. To represent the diversity of thought within the Prosper community, materials available in the library encompass a variety of viewpoints enabling citizens to make the informed choices necessary in a democracy. The library does not endorse beliefs or views, nor does the selection of an item express or imply an endorsement of the viewpoint expressed by the author.

Prosper Community Library encourages free expression and free access to ideas, both essential elements in a democratic society. The library supports the individual's right to access

ideas and information representing all points of view. The library subscribes to the principles of the American Library Association's "Library Bill of Rights," the "Freedom to Read Statement," and the "Freedom to View Statement," which are included as appendices to this policy. The collection contains information on a variety of subjects and views and is organized to provide free access to patrons within the limitation of space and budget. A complete collection of all that is published is not a realistic goal. However, the library strives to create an attractive, current, and balanced collection representing all fields of knowledge and all sides of issues in an unbiased manner.

## 2. Responsibility

The authority and responsibility for the selection of library materials rests with the Library Director. Library card holders may recommend materials for consideration through the library's membership software.

## 3. Collection Structure

The placement of materials within the library is determined by several factors. The library uses the Dewey decimal classification scheme which divides materials by subject.

Professional catalogers use Dewey and Library of Congress subject headings to place materials into the proper subject areas and assign them to Adult, Young Adult, Juvenile, Reference, or other specific areas of the library.

## 4. General Selection Criteria

Prosper Community Library seeks to develop an outstanding collection within the constraints of budget allocations and shelf space. Materials purchased for the collection are not an endorsement by the library of either the content or viewpoint presented in them. The library provides, within its financial and space limitations, a general collection of materials embracing broad areas of knowledge, as well as literary and cultural genres. Included are works of enduring value and timely materials on current issues. Within the framework of these broad objectives, selection is based on community demographics and evidence of areas of interest.

Collections are reviewed and revised on an ongoing basis to meet contemporary needs. Collections are current and popular, not archival, and materials are not needlessly duplicated. Collections provide general coverage of subjects and reflect the characteristics of the community. Materials are withdrawn from the collection to maintain the collection's usefulness, timeliness, and relevance.

To build and maintain a collection of merit, materials are evaluated according to one or more of the following criteria. Not all criteria must be met and no one criterion will be decisive.

Additional criteria may be used to select materials for specific collections.

- Current and relevant to community needs and interests
- Suitability of subject and style for intended audience
- Attention of critics and expert reviewers

- Cost in relation to value to the collection
- Comprehensiveness
- Skill, competence, purpose of author
- Reputation and significance of author
- Objectivity
- Authenticity of history or social setting
- Consideration of the work as a whole
- Representation of diverse point of view
- Suitability in physical form for library use
- Technical quality
- Local or national significance
- Legal or licensing rights
- [Adheres to accreditation standards set by TSLAC](#)

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#### 5. Selection Tools

Among the selection tools used by the Library Director and library staff include professional library journals, trade journals, subject bibliographies, publisher's reputation, promotional materials, and reviews from reputable sources. Since the Library collection reflects the unique community culture of Prosper, consideration is also given to materials requested by citizens of the community. Circulation history, statistics, and books in series will determine additions to the collection as well.

#### 6. Excluded from selection:

- Textbooks and curriculum-related works unless they are considered useful to the general reader as introduction to a subject and their presentation is superior to other sources.
- Scholarly and technical materials that are carried by academic or specialty libraries.
- Items having removable media such as memorabilia, patterns, stickers, sound, or toys.
- Items that have moveable parts such as flap book, tactile learning, or manipulatives ([with the exception to items deemed "kits."](#))
- Puzzles or workbooks that encourage filling in blanks.
- Materials that are publicized solely through infomercials or personal websites.
- Self-published/subsidy published materials unless they are reviewed in established publications.
- Rare book: Since it is the public library's function to make materials available to all users, the Prosper Community Library does not collect rare or unusual materials that require special handling. Rare publications pertaining to Prosper, or Texas history will be given to the Prosper Historical Society or another appropriate institution for preservation and protection.
- Genealogical materials.

#### Collection Responsibilities

Responsibility for the collection rests with the Library Director, who operates within the framework of the Collection Development Policy. The Library Director delegates to staff

members authority to interpret and apply this policy in daily operations. All staff contributes to the development of collections driven by patron needs and expectations by:

- Engaging in open, continuous communication with patrons.
- Handling all requests equitably.
- Understanding and responding to continually changing demographics, as well as societal and technological changes.
- Recognizing materials of varying complexity and format necessary to satisfy diverse needs.

### Collection Maintenance

The library keeps its collection vital and useful by withdrawal and replacement of essential materials, and by removal of those works that are worn, outdated, unnecessary duplicates, or no longer in demand. The library uses the Texas State Library and Archive Commission's CREW Method (Continuous Review, Evaluation, and Weeding) for guidance when reviewing collection.

**Donated Materials** (Donations may not be accepted during [COVID-19 health crisis](#) spikes to decrease exposure to library staff.)

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The library accepts donations [of books, audiobooks, and DVDs](#) that are gently used, in excellent condition, with current publication dates. ~~However, n~~Not all donations are added to the collection. Self-published donated items will not be added to the collection without positive professional reviews. Donated materials not added to the collection are not returned to the donor but may be sold in the annual Friends of Prosper Community Library book sale fundraiser or disposed of if not deemed suitable. [Games, toys, puzzles, workbooks, sheet music, etc., are not accepted.](#)

The library retains unconditional ownership of all donations.

The library does not place a value on donations, nor provide appraisals for income tax or any other purpose. A tax deduction receipt letter is available for all donations.

Gift subscriptions to periodicals are welcomed and accepted if the periodical falls within the guidelines of the Collection Development Policy and must be pre-approved by the Library Director.

### Purchase Requests

Purchase suggestions from patrons provide librarians with useful information about local interests or needs not currently met by the collection. The librarians evaluate requests for specific items in accordance with the established selection objectives and criteria. If the item is not added to the collection, the patron may have an opportunity to borrow the items through Interlibrary Loan.

### [Local Author Donation](#)

[A Local Author Donation form must be completed and submitted to the library. The Local Author Donation Committee will review the application and notify the donor of its determination. Forms are available in the library only.](#)

### Public Notices and Non-Library Materials

Only information [pertaining to created/published by](#) the Town of Prosper and Prosper Community Library ~~and its programs and events~~ may be displayed or distributed in the library.

### Reconsideration of Materials

Prosper Community Library believes that censorship is a purely individual matter and declares that, while any person is free to reject for themselves materials of which they do not approve, they cannot exercise this right of censorship to restrict the freedom of others to read, view, listen, or inquire. The Prosper Community Library subscribes to the American Library Association's "Library Bill of Rights" and has set these regulations in place to assist in fulfilling the library's mission to serve the residents of Prosper.

Any patron who is a resident of the Town of Prosper and holds a library card in good standing from the Prosper Community Library is encouraged to speak with library staff if they have questions about the library's collection development policies.

If a resident's concern is not satisfied through discussion with library staff, the resident may create/write a letter titled "Recommendation for Reconsideration of Materials Letter" and send it to the Library Director.

For a Recommendation for Reconsideration of Materials to be considered by the library administration, it must meet the following criteria:

- The patron must be a Town of Prosper resident (Town of Prosper [\[CPR/C48\]](#) taxpayer) and hold a library card in good standing from the Prosper Community Library.
- The recommendation letter must be submitted to the Library Director.

The Library Director will respond directly to the patron or refer the recommendation to the library administration and Library Board for review. The Library Board and administration will review the recommendation and prepare a report to the Library Director. This report will determine whether the materials in question continue to meet the selection criteria of the library, and the Library Director will utilize this report in providing a response to the patron. The review process will be completed within thirty (30) days from the date the Recommendation for Reconsideration of Materials letter is received by the Library Director.

### Interlibrary Loan

Interlibrary Loan (ILL) is a service that allows Prosper Community Library card holders access to materials in the collections of other libraries by request. If the materials a cardholder desires are not available in the Prosper Community Library's collection, library staff can attempt to borrow it via the ILL system. An ILL request form must be ~~submitted~~completed in person and ~~a nominal~~the return shipping fee ~~determined by current USPS fee schedule, will be charged to the patron's account upon the library's receipt of the item. This fee must be paid when the item arrives regardless of whether the item is ever picked-up by the patron. Cancellation of the ILL request does not negate this fee.-~~Availability and speed of service is solely dependent on the ILL request software system, lending library processing, and USPS delivery timelines.

### Children in the Library

The Prosper Community Library provides a warm, welcoming, exciting, and safe environment for people of all ages. ~~Children are welcome in the library, and the staff cares about their welfare.~~ Responsibility for the safety and behavior of children in the library rests with the parent or caregiver, ~~not with library staff.~~

The safety of children left alone in the library is a serious concern of the library staff. ~~The staff have many duties to perform to serve all users of the library.~~ Library staff cannot monitor the behavior and safety of children using the library.

Children under the age of 8 must be physically with an adult parent/caregiver. Parent/caregiver must attend [and be engaged in](#) programs with the child as well.

Children under the age of 13 must be supervised by a responsible adult (18 years or older). If a child under the age of 13 is ~~in the library attending a library program~~, a parent/caregiver must be in the building and aware of the location and behavior of the child.

Children ages 13 - 17 may use the library on their own ~~if they- and are expected to~~ comply with all library rules and the Prosper Community Library Standards of Conduct Policy. Parents/caregivers are still, however, responsible for the behavior of their children. If children do not comply with library rules and the Prosper Community Library Standards of Conduct Policy, library staff may ask them to leave the library and the parent/guardian or police may be contacted.

~~If a child is not able to leave the library without an adult, he/she should not be in the library alone. Children must also have the phone number of a parent/caregiver who may be contacted in an emergency.~~

#### **Unattended/Abandoned Children after Closing Time**

Children under 13 are to be always supervised while at the library. The library is not responsible for children without transportation at closing. Library staff will exercise appropriate procedures to ensure the safety of unattended children when the library is closing.

Parents/caregivers are responsible for being aware of the library's hours of operation.

Parents/caregivers must also keep in mind that the library may close unexpectedly for reasons out of the control of staff, such as a power outage, inclement weather, etc.

If no one has arrived for the child within ten (10) minutes after closing time, the staff will call the Prosper Police Department. Two library staff members will wait for the police with the child. Once the police arrive, the child will be turned over to the Prosper Police, and the library staff members will no longer be responsible for the unattended child.

#### **Orientation/Tours**

Private group tours are available by scheduling directly with the Library Director.

#### **Exam Proctoring**

The Prosper Community Library does not offer proctoring services.

## Standards of Conduct Policy

### Purpose

The purpose of this policy is to establish standards of conduct for the comfort, safety and protection of library patrons and library staff. Library staff will firmly and courteously enforce these rules. The library ~~expects~~ ~~asks for~~ each patron's cooperation in maintaining an environment conducive to enjoyable use of the library for all.

### Conduct Policy

Those using the library are responsible for conducting themselves and minor children in their care in a manner that does not threaten the safety, ~~or~~ ~~disturb~~, or interfere with the right of any other patron or with library employees' performance of their duties. Visitors, while in the library, shall be engaged in activities normally associated with the use of a library such as reading, studying, using library materials, attending programs/events, or other appropriate activities. The library reserves the right to restrict a person's use of the library if they violate the Prosper Community Library Standards of Conduct Policy.

### Standards

Improper conduct is prohibited while on library premises, ~~include but are not limited to~~ ~~including~~:

1. Weapons of any kind.
2. Damaging or vandalizing library facilities, equipment, or materials.
3. Using abusive, obscene, or profane language or acts.
4. Abandoning, neglecting, or leaving children under the age of thirteen (13) unattended by a parent or authorized caretaker or otherwise violating the Children in the Library portion specified in the policy document.
5. Arriving late (more than 5 minutes) to a children's library program or being disruptive during a program.
6. Using or being under the influence of any intoxicant, narcotic, or similar substance while in the library building or on library grounds.
7. Using tobacco products, including e-cigarettes.
8. Offensive bodily hygiene that constitutes a nuisance to others.
9. Inappropriate attire, i.e., attire including swimsuits, revealing or filthy/odorous clothing, etc. (Shirt/top, pants/skirt/shorts, shoes/sandals/etc. are required.)
10. Selling, soliciting, or panhandling.
11. Gambling.
12. Lying on the floor or sleeping.
13. Blocking library entrances or exits.
14. Petitioning, proselytizing, soliciting, or selling merchandise or services (~~other than tutoring~~) without written permission from the Library Director.
15. Removing library materials without following proper checkout protocol.
16. Moving other patron's items without their permission.



17. Causing noise that interferes with patron use of the library, including but not limited to the playing of audible electronic devices or engaging in loud or disruptive conversations.
18. Audible sound coming from an electronic device. (Earbuds or headphones must be worn such that residual sound cannot be heard.)
19. Audible cell phone notifications. (Cell phones must be put on silent or vibrate mode.)
20. Phone conversations. Cellular phone calls ~~must be conducted outside the library.~~ must be brief and non-disruptive to library patrons. Patrons are encouraged to take phone calls outside of the library.
21. Excessive noise of any kind. The library expects patrons to be respectful of other patrons' ability to concentrate and focus while utilizing the library's resources.
22. Consuming food or drink on the library premises except in authorized situations (drinks are allowed in closed containers only).
23. Bringing in any animals except service dogs.
24. Entering library with bicycles, roller skates, roller shoes, scooters, skateboards, or other similar devices.
25. Monopolizing library space, seating, tables, or equipment to the exclusion of other patrons or staff as determined by library staff.
26. Leading or conducting a program or event in the library without Library Director's prior approval.
27. Harassing a patron or staff member through noisy or boisterous activities, staring at or following another person with intent to annoy that person, or fighting physically or verbally.
28. Refusing to follow reasonable direction from library staff, including but not limited to leaving the library during normal closing procedures or during an emergency evacuation.

#### Program Etiquette

For the enjoyment of all attendees, arriving on time, participating, interacting, and refraining from socializing (phone and in person) is expected during the event. Ticketed entry for programs is for card holders or their designated users as a guardian (nanny, grandparent, etc.) Non-members may not utilize member's cards for program access.

Library patrons who choose not to follow the Library's Standards of Conduct Policy, will be asked to correct the unacceptable behavior. If the behavior continues, that patron will be asked to leave. Prosper Police Department will be called if the patron refuses to leave.

#### **Responsibility and Authority**

Final responsibility and authority for maintaining acceptable standards of conduct in the library rests with the Library Director, who will operate within a framework of policies and procedures adopted by the Town. The staff will operate under the Library Director's delegated authority. The library is authorized to develop such procedures, guidelines, and rules as may be necessary to carry out these policies. Further, the library is authorized to utilize appropriate technologies to address the implementation of these policies.

#### **Lost and Found**

Prosper Community Library assumes no liability for the personal possessions of patrons using the facility or items left at the library. As a public service, the library does maintain a lost and found.

All items found by the library staff will be taken to [and stored for two weeks in](#) the library workroom area.

When a lost item provides information regarding the [possible/potential](#) owner, library staff will attempt to contact the owner.

Flash drives found in the library will not be viewed for any reason by staff and will be disposed of at the close of the day lost/left.

Items that pose a potential health risk are disposed of immediately. Lost items will be kept for 30 days before being discarded.

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### Emergency Situations

#### Fire

In the event of a fire, library staff will sound the fire alarm, report the fire to 911, and ask everyone to evacuate the building.

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#### Sudden Inclement Weather

[In the event the Town sounds its Emergency Sirens, staff will instruct/require library occupants to move and occupy its first-floor interior restrooms until safety authorities lift the emergency protocol.](#)

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#### Medical Emergencies

In the event of an ill/injured patron, library staff will respond positively with any reasonable help. If the ill/injured person is unable to make a call, the library staff will assist in notifying their requested person or call 911 if necessary.

#### Patron Confidentiality

Prosper Community Library is committed to the protection of all library patron's right to privacy in the use of library resources and discloses patron information to the patron only. In regard to minors, information may be disclosed to the registered parent/guardian listed on the account.

Library records will only be disclosed under court order, subpoena, or warrant as outlined in state statute, Texas Government Code, Section 552.124 and the surveillance provisions included in the USA PATRIOT ACT (Public Law 107-56)

## **Prosper Community Library Patron Acceptable Use Policy For Internet and other Technology-Related Items**

### **Services Available**

Typical services may include Internet access, computer applications such as word processor, spreadsheets, database access, children's educational and software applications, and other technologies as they become available. Services may be added and deleted as decided by the Library Director.

The library's electronic services are not intended to provide access to every software or hardware application or to every source of information available. The library does not offer email accounts but allows access to free email providers on the Internet.

Information on the Internet is not necessarily current, accurate, or complete. While valuable information is available on the Internet, some may be obscene, patently offensive, or harmful, especially to minor children, as defined by applicable state and/or federal laws. For purposes of this policy, minors are defined to include all individuals under the age of eighteen (18) years.

Since the Internet makes accessible a rapidly changing array of resources, it is not possible for the library to control or monitor content on a regular basis. The library utilizes software that blocks sources on the Internet that are obviously inconsistent with the library's mission. This does not fully guarantee that individual users are protected from accessing information they personally deem undesirable or disturbing. Be advised that filtering software is not foolproof; it diminishes the likelihood of seeing offensive material on the Internet but does not eliminate the possibility.

User information is deleted after logging off and each evening software resets the computers to default library settings clearing all cached data from that day.

### **Internet Access**

Library electronic resources are for educational, informational, and appropriate recreational purposes only. The library takes precautions to restrict access to controversial materials. However, a global network is impossible to control. Any user may access a website that is potentially controversial. We firmly believe that the valuable information and interaction available on the Web far outweighs the possibility that users may access material that is not consistent with the goals of the Prosper Community Library.

Although the library provides access to electronic information, this does not imply sponsorship or endorsement. It is the responsibility of the patron, parent, or guardian to determine the accuracy, appropriateness, and usefulness of information accessed through electronic resources. The Prosper Community Library assumes responsibility only for the information found on the Town of Prosper website.

Restriction of a minor's access to, or use of, electronic resources is the responsibility of the minor's parents or legal guardians.

The library is not responsible for the content of electronic resources to which its patrons link, for the content of sources accessed through secondary links, or for the previous patron's search history.

Patrons should expect no privacy when using electronic resources provided by the library whether accessed from an external site or internally, as these are public computers used in a public place. Neither the Town of Prosper nor the Prosper Community Library can be held responsible for losses or liabilities, direct or indirect, incurred using electronic resources provided by the library.

The library is not responsible in any way for a personal electronic device brought into the library.

The library does not guarantee the availability of electronic resources.

### **Ages, Registration & Time Limits**

1<sup>st</sup> floor:

- 1<sup>st</sup> floor Internet computers require a library card to sign in.
- Children twelve (12) and younger are to use the 1<sup>st</sup> floor computers. Adults and teens assisting a child may utilize the computer in this area only if they child is with them, and they are working on an activity with the child.
- AWE computers are first-come first-served and do not have time limits. Headphones must be worn during use.
- Earbuds or headphones must be worn any time sounds are emitted from computer.

2<sup>nd</sup> floor:

- ~~All users of 2<sup>nd</sup> floor computer workstations must sign in at the reference desk.~~
- ~~Computers on the 2nd floor are intended for adult use, but if utilized by a child under the age of 13, it must be under the immediate guidance and supervision of their parent or guardian. Only adults eighteen (18) and older may use the adult computer area.~~
- Laptops ~~are to~~ may be used in the Teen area by children ages thirteen (13) – seventeen (17).
- Earbuds or headphones must be worn any time sounds are emitted from computer.

All computer workstations are available on a first-come, first-served basis. Time limits may be imposed on all computer workstation use. Time limits may vary depending on available computers and waiting patrons.

### **Use by Children/Minors**

Children's Internet computer access on 1<sup>st</sup> floor requires library card login. Parent/guardian signing minor in assumes responsibility for use. Although the library has a filter in place to uphold the Children's Internet Protection Act (CIPA), the library nor its staff is responsible for assuring the appropriateness of information accessed by children. Adult assumes responsibility of cost of printing from children's computers at \$0.~~20~~10 per page.

### Prosper Community Library Computer and Internet Use Policy

1. Parents, ~~and legal~~ guardians, ~~and caregivers~~ are responsible for monitoring their children's use of the library computers, access to the Internet, and the information accessed by minors.
2. Reasonable care of the computers by the user is expected. Misuse of computers will result in loss of computer privileges.
3. Library staff may assist the user in accessing the Internet and appropriate printing devices but cannot provide in-depth assistance and/or training.
4. The charge for printing is ~~\$0.20~~ ~~40¢~~ per page (color or black & white) and must be paid at the time of printing. Exact change is required. Credit cards may be used for printing equaling \$3.00 or more.
5. Printers are not available via wireless connections from library laptops or personal devices.
6. Users may not store materials on the hard drive of any computer owned by the library. Users are expected to store materials using their own peripherals, e.g., flash drive.
7. Use of any information or materials on sites you access is entirely at your own risk.
8. Users will not perform any of the following acts:
  - a. Attempt to access devices or resources to which you have no explicit, legitimate rights.
  - b. Copy, reproduce, or transmit any copyrighted files or information other than in accordance with the requirements and allowances of the copyright holder.
  - c. Launch network attacks of any kind including port scans, DoS/DDoS, packet floods, replays or injections, session hijacking or interception, or other such activity with malicious intent.
  - d. Transmit malicious software such as viruses, Trojans, and worms.
  - e. Surreptitiously install software or make configuration changes to any device or application, by means of the installation or execution of key loggers, registry keys, or other executable or active application or script.
9. Users will use the access provided here responsibly and with full regard to the safety, security, and privacy of all other users, devices, and resources.
10. Users will be mindful of the cultural sensitivities of others while using this portal so as not to provoke reaction or offense, and will not intentionally access pornographic, graphically violent, hateful, or other offensive material (as deemed by the Town) regardless of others' sensitivities.

11. Users understand that unauthorized use of resources through this portal may give rise to a claim for damages and/or be a criminal offense.

12. As with most public internet connections, the library's internet connections, especially via wireless connections are not guaranteed to be secure. Caution should be exercised when using the library's computers. Wireless users should not transmit their credit card information, passwords and any other sensitive personal information while using any wireless connection. The library will not be responsible for any personal information (e.g., credit card) that is compromised. Restarting the computer at the end of use will erase all data from that station.

13. The library will not be responsible for any damage caused to your hardware or software due to electric surges, security issues or consequences caused by viruses or hacking. All wireless access users should have up-to-date virus protection on their personal laptop computers or wireless devices.

14. The library reserves the right to log or monitor traffic to ensure that these terms are being followed as directed by Town of Prosper legal counsel.

15. Misuse or unauthorized use of Library computers and information resources will result in revocation of library privileges.

User privileges can and will be revoked upon any violation of this policy. The library staff in charge has full authority to disallow further usage of workstations. Any appeal for reinstatement of privileges must be made through the Library Director and Information Technology Director, with whom the final decision will rest.

Usage that encroaches upon standards set by law will be dealt with appropriately and firmly. Federal, state, and local laws concerning these matters will be upheld, and violators may be subject to prosecution.

#### **Wireless Use**

Library visitors who bring their own devices to the library may access the Internet through a wireless network. Library wireless users are required to adhere to the same expectations as outlined in the Computer and Internet Use Policy. Users are encouraged to utilize anti-malware and virus protection on their personal electronic devices. The library cannot assure that data or files downloaded by users are virus-free. Users agree to indemnify the library for copyright infringement conducted using the library's wireless network. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the Library's Internet service.

#### **Hotspot usage policy and electronic device agreement**

Prosper Community Library has established a Wi-Fi hotspot lending program to provide patrons in our community with high-speed internet access. With this program, students can use the Internet for help with homework and projects, employees can have reliable internet access to

meetings and presentations, and patrons can have home access to the library's digital resources such as our databases, catalog, and eBooks. Patrons can take advantage of our Wi-Fi hotspot lending program with a current Prosper Community Library card.

The library is not responsible for any liability, damages or expense resulting from use or misuse of the device, connection of the device to other electronic devices, or data loss resulting from use of device. Any use of the device for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory or obscene materials is strictly prohibited.

Wi-Fi hotspots may be borrowed by card holders ages 18 and above with a library card in good standing. Checkout is limited to one per household at any given time. The library reserves the right to refuse service to patrons who abuse equipment or who are repeatedly late in returning items.

Wi-Fi hotspots are available at the Circulation Desk on a first-come, first-served basis. They may not be reserved or placed on hold. To borrow a hotspot, the patron must have their library card or valid government ID and must complete and agree to the Electronic Device Agreement. Once a hotspot is checked out to a patron, it becomes the responsibility of that patron. Hotspots are not intended to be a long-term internet solution. We reserve the right to implement restrictions if checkout is being abused.

Hotspots may be borrowed for two weeks [and may be renewed one-time within a 30-day period](#). They must be returned in person to the Circulation Desk, and never to another library, left outside the library door, or in the book drop. ~~If damage to the device is discovered by library staff, these costs will be added to the patron's account.~~ If a hotspot is not returned, [or returned damaged](#), the borrower will be charged a \$84.00 replacement cost. If a device is not returned in a timely manner, civil and criminal action will be taken. If the borrower fails to pay the replacement cost for a lost device, their membership will be suspended until the account is clear.

### **Copier/Printer**

The Prosper Community Library offers a printer/copy machine to the public. Printing is \$0.~~20~~<sup>40</sup> per page (regardless of front/back or color/black and white). Payment for printing is due at the time of printing. Printing may not be placed as a balance fee on a library membership account. [Cash or checks must be used as acceptable forms of payment for amounts less than \\$3.00. Credit card may be used for printing of \\$3.00 or more, and may not be paid for with a credit card if less than \\$3.00.](#)

### **3D Printing**

The Prosper Community Library offers a 3D printer to library card holders. The 3D printer is intended to inspire all ages to create and innovate.

Patrons eighteen (18) years and older and who have a current Prosper Community Library card may submit digital designs (currently in .stl) to be printed on the library's 3D printer.

Children under eighteen (18) years of age must be accompanied by a parent or guardian. The parent or guardian must sign a permission form and agree to payment of printing for each minor. Cardholder must be in good standing to submit a file for printing.

The printer may only be used for lawful purposes and be for objects appropriate for a public library environment. No weapons of any kind shall be created on the printer.

No patron will be permitted to use the library's 3D printer to create material that is:

- Prohibited by local, state, or federal law.
- Unsafe, harmful, dangerous, or poses an immediate threat to the well-being of others.
- Obscene or otherwise inappropriate for the library environment or violates the library's Standard of Conduct Policy.
- In violation of another's intellectual property rights. The printer will not be used to reproduce material that is subject to copyright, patent, proprietary, or trademark protection.

The library reserves the right to refuse any 3D print request.

Cost of printing is set by Town Ordinance [at \\$1.00 per hour of printing](#). Payment is due at the time of pickup of the object.

Items must be picked up within five (5) business days or they will become property of the library and will be disposed of. The patron will still be responsible for the cost of printing the item and the charges will be added to the patron's library account.

#### **Disclaimer**

In consideration for the privilege of using the library and for having access to the information contained in it, library patrons hereby release and hold harmless the Town of Prosper, its officers, agents, servants, or employees, the library, its staff, volunteers, representatives, or advisors, from any and all liability or responsibility for any and all claims or expenses arising either directly or indirectly from the use of the library, whether or not caused, in whole or in part, by alleged negligence of the Town of Prosper, its officers, agents, servants, employees, volunteers, representatives, or advisors.

#### **Violation of Prosper Acceptable Use Policy**

**Violation of any part of the Prosper Community Library Patron Acceptable Use Policy or failure to use the computer workstations appropriately and responsibly may result in the revocation of all computers and/or library privileges as determined by the Library Director. Unlawful activities will be referred to the appropriate legal authority and will be dealt with in a serious and appropriate manner.**



These policies incorporate:

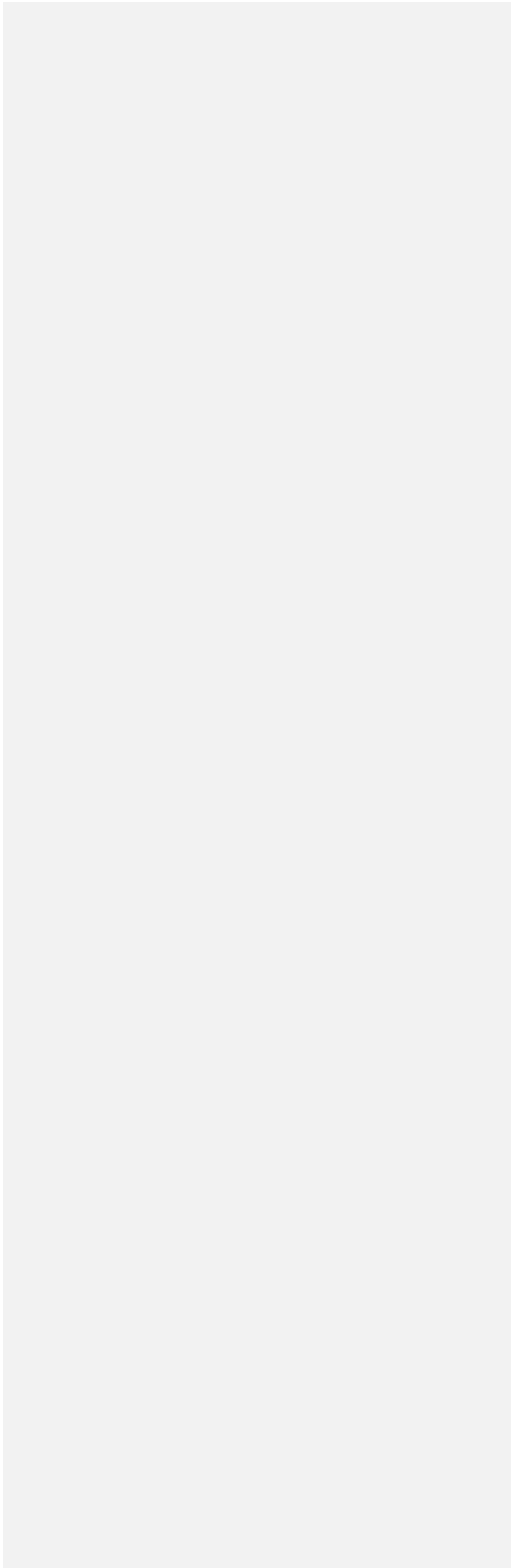
Library Bill of Rights

The Freedom to Read Statement

Freedom to View Statement

The Texas Library Association Intellectual Freedom Statement

Approved by Prosper Town Council: \_\_\_\_\_



## Prosper Community Library Policies

### Mission Statement

To inform, encourage, engage, and entertain citizens by providing resources and services that respect individuals and ideas, inspire life-long learning, and build community.

The library upholds and supports the “Library Bill of Rights.”

### Purpose of Policy

This document states the policies and plans governing the Prosper Community Library.

### Hours of Operation

The library's hours of operation are intended to serve the needs of the greater community. Hours of operation of the library facility will be recommended by the Library Director and Library Board, with approval of the Executive Director of Community Services, Town Manager, or Town Council. Hours of operation are dependent upon budget, staffing levels, and usage patterns. Hours may be modified, reduced, or extended depending upon these factors. Business hours are subject to change due to town recognized holidays, emergencies, inclement weather or by other library actions.

### Circulation Policy

Borrowing materials from the Prosper Community Library is a service and a privilege extended by the Town of Prosper to facilitate the use of its library materials, programs, and space. The Library Director is authorized to promulgate and enforce such rules, procedures, and limitations as may be necessary for the protection of the town's library property as well as for the widest and best use of the materials and space. This includes limiting by type, subject, format, quantity, and time the materials which may be circulated. The library is also authorized to establish rules, procedures, and parameters for the provision of borrower registration privileges, library card uses, and the renewal of privileges. Misuse, abuse, or neglect of returning library materials repeatedly may result in forfeiture of library membership.

### Patron Registration

Any taxpaying resident of the Town of Prosper, upon completion of an application, proof of identification and Town residency, is eligible for free library membership. Identification will be a valid US or Texas government photo. Proof of residency will be confirmed through CAD (County Appraisal District). In lieu of an expired or invalid government issued photo ID card and/or CAD verification, some form of official photo identification and , a lease/home closing documents and/or most current utility bill (i.e., water/sewer, gas, electric) may suffice.

There are two (2) categories of membership to obtain library cards:

- Free permanent as well as limited memberships are available to those who can document\* that they live in a household that receives/pays a Town of Prosper utility bill and the CPR/C48 (Prosper Town) tax.
  - In-person renewal is required bi-annually (every 2 years).

- Paid memberships apply to those who do not pay a Town of Prosper utility bill or the CPR/C48 (Prosper Town) tax. The cost is \$50 per library card holder annually.
  - In-person membership renewal and payment are required annually.

**Acceptable Residence Verification Documents:**

There are two primary ways to prove residency:

1. Present a valid/non-expired government issued photo identification indicating your correct address.
2. If the photo ID does not indicate applicant's correct address, the applicant will also need a paper or digital utility bill (water, sewer, gas, electric) indicating services to the place of residence in addition to a photo ID.
  - If the applicant is a new resident and has not yet received a utility bill, closing documents or rental/lease agreement indicating place of residence will suffice. Purchase contracts are not accepted.

Collin or Denton County's Appraisal District databases may be referenced to determine which city or town a the applicant pays their taxes to. These databases can be found at [www.collincad.org/](http://www.collincad.org/) or [www.dentoncad.com/](http://www.dentoncad.com/).

Non-residents must pay an annual membership fee of \$50 per card. Identification requirements are the same for a resident. Membership is non-refundable and is not prorated.

A Temporary Membership may be obtained with other forms of identification. See library staff for qualifications and rules for this type of adult membership.

By applying for a library card and the associated privileges, the individual agrees to abide by all policies and rules of the library and acknowledges responsibility for all items checked out on the card including reasonable care and protection from damage. By use of the library card the patron agrees to pay for any lost or damaged materials checked out on the card as well as any fees assessed on the account. The patron also agrees to promptly notify the library if the card is lost or stolen.

The parent accepts legal responsibility for the child's use of the library and all materials checked out on the child's card, including charges for lost or damaged materials or any library fees assessed on the account.

Individuals who have attained the age of eighteen (18) are an adult as to library usage and may assume the responsibilities which accompany the obtaining of a library card by applying for their own separate card. This does not relieve the parent/guardian of any obligations that are incurred by their minor child, as defined by and under the laws of the State of Texas.

The library reserves the right to verify identity and confirm patron information at any time.

Borrowers holding a valid library card must present their own card at the time they wish to check out materials; however, a family member or designated individual is permitted to check out materials on another member's card if they have possession of that card. Positive identification

may be requested for verification purposes. A patron may not check out items on a card they do not hold in their possession by any other means.

### **Circulation Procedures**

Borrowers in good standing regarding overdue/lost items and whose accounts are clear of fees, charges, or other restrictions will be permitted to check out materials for the time specified for those materials.

- Patron may check out up to twenty (20) items maximum per card.
- Materials are loaned for a period of two (2) weeks.
- One (1) kit maximum per card.
- Library materials should be returned on or before the due date. If they are not returned by the due date, they will be considered overdue.
- Patrons are responsible for all materials that are checked out on their account.
- Once an item becomes overdue, patrons will receive overdue notices via email and the patron's account will be restricted until all items are returned and borrowing privileges will be suspended.
- E-books are available with a library card in good standing through the library's electronic materials provider in accordance with their contracted use policies. Up to five (5) items may be checked out at one time, each for a maximum of two (2) weeks. Items may not be renewed, but they may be returned and checked out again if not on hold for another patron. A hold may also be placed on items that are not currently available for checkout.

### **Holds/ To Go Service**

Prosper Community Library permits patrons to place a hold on certain designated types of materials. A maximum of 10 holds may be placed per library card. If a library card already has 20 items checked out, it will not allow holds to be checked out until enough items are returned to allow for the holds to be checked out. When the hold item becomes available, the items will be checked out to the patron and the patron will be notified and given three (3) library business days to pick up the item(s). When holds are repeatedly not picked up, the library will restrict the card and all associated cards for future holds due to abuse. This restriction is irrevocable by library staff and the Library Director. New cards may not be issued to circumvent the abuse block.

### **Renewals**

Items may be renewed one time unless a hold has been placed on the items.

- Renewals should be made online by the patron through their account's login the day before the items is due.
- Once an item is overdue, renewal may no longer be possible due to repeated overdue/abuse of the library's lending policy, at which time the item(s) must be returned to the library and made available for other patrons.
- Patrons may not circumvent this renewal policy by checking an item in only to check it out again.

### **Library Fines/Replacement Costs for Lost/Damaged Materials:**

Library materials that are returned in a damaged condition are evaluated according to current library guidelines. Minor damage may be repaired so that the material may continue to be used. Significantly damaged or missing pieces to items will remain in the patron's account until the missing piece(s) has been returned and will be withdrawn from the collection and replacement cost and fee assessed.

- The replacement cost of library materials will be charged to the patron for a lost or damaged item.
- Items may NOT be purchased by a patron and brought to the library to replace an item they lost or damaged.
- The patron will be charged a \$5.00 replacement fee in addition to the assessed value of the item.
- Patrons and their dependents who owe a fine or have lost overdue materials will not be allowed to check out items or renew membership until all fees are paid.
- A refund may be issued if lost item is found and returned to the library in the same condition it was borrowed within 30 days of payment. Abuse of this policy will result in forfeiture of this refund policy.

### **Computer Assistance by Library Staff**

The library provides computers and wireless access as a resource to the community and expects patrons to use them independently. Library staff does not provide one-on-one training on how to use the computers, websites, or computer programs. Library staff does not provide technical services for gaining access to the wireless network for personal computers brought into the library, cell phones, electronic reading devices, or other personal devices.

### **Patron Confidentiality**

Prosper Community Library supports intellectual freedom for everyone and has established these regulations to protect personal identifiable information contained in library records accessible in the library or through its computer systems.

- Patron records are regarded as confidential by library employees. Library staff will not discuss contents with others.
- Library staff will access patron records to conduct library business only.
- Library staff will seek counsel from the Town's Attorney before responding to any request by a third party for personally identifiable information about any user. Such information includes database search records, reference interviews, electronic requests for information, circulation records, and other personally identifiable uses of library materials, facilities, or services.
- A person who presents a library card belonging to another individual for any purpose is not granted access to the confidential records associated with the library card unless that person is the parent or guardian of the minor card holder.

### **Study Rooms**

The library has limited study room space. As a result, this policy is in place create fair access to these space. Study rooms may be used on a first come, first served basis.

## Study Room Use

1. Patrons (adult or juvenile) must have a valid Prosper Community Library card in good standing.
2. Member users must check-out the room via presentation of their library card or photo ID.
3. Study rooms may be utilized for two hours on a first come, first served basis. After two hours, the occupants may continue to use the space provided no one requests the space. The room in which the occupant has used the room the longest will be the first required to vacate.
4. If a study room is not available upon arrival, the patron will be informed as to when one will be available.
5. If a study room is not available, a patron may sign up to be next in line, and must remain in the library to wait their turn.
6. Any study room left unattended for more than 15 minutes will be considered vacant and available for use by others. Unattended items will be placed in the library's lost and found.
7. The Prosper Community Library assumes no responsibility for either library or personal possessions left in the study room.
8. Light pre-packaged snacks and drinks in covered containers are allowed. Proper disposal of aforementioned items is required upon vacancy.
9. Reservations are not taken for study rooms. No phone or email requests are allowed. Requests can only be made in person at the time of use.
10. No one under the age of 13 years old may utilize a study room without adult supervision, nor use the room alone.
11. Maximum of four individuals may occupy a study room at one time.
12. In the case of groups (four or less) using the room, one person will represent the group for its tenure in the room. Consecutive, hourly signups by other persons of the same group are not allowed.
13. White board marker kits are available at the reference desk to use. No markers, other than the library's, are allowed to be used on the white boards.
14. Disruptive behavior will lead to a loss of access to the study room(s). Noise should be held to a reasonable level as the rooms are not soundproof.
15. Teleconferencing and/or phone calls are allowed as long as the volume is not considered disruptive or intrusive as the rooms are not soundproof.
16. Study Rooms are not available to be used for any of the following:
  - a. For purposes prohibited by town ordinance, by state or federal law, or Library Policy.
  - b. For commercial advertising or direct solicitation of clients or customers.
  - c. For fund-raising.
  - d. For events which directly profit the business of a commercial organization or individual.

## 2<sup>nd</sup> Level Conference Room/Quiet Room

The 2<sup>nd</sup> Level Conference/Quiet Room serves a maximum of eight (8) people for the purpose of allowing individuals or small groups to meet or to have a quiet workspace. It cannot serve both roles (conference and quiet space) at the same time, and therefore can only be one or the other a

any given time.

Used as a Conference Room: The intent is to accommodate activities such as discussion groups, panels, small lectures, or meetings. Social events are not permitted.

1. Conference Room must be reserved by an adult via a Prosper Community Library card in good standing. Card holder must be in attendance of the meeting taking place in the conference room.
2. Reservations must be made in person and no more than one week in advance. No phone or email reservations are accepted.
3. A maximum of 8 people may use the room at any time. No additional seating may be taken from the library and relocated into the room.
4. Attendees must be at least 15 years old.
5. Conference room may be reserved for a maximum of two hours.
6. White board marker kits are available at the reference desk to use. No markers, other than the library's, are allowed to be used on the white boards.
7. Light snacks and drinks in covered containers are allowed. Proper disposal of aforementioned items is required upon vacancy.
8. The library will not provide computers, projectors, or other electronic equipment. Nor does the library provide personnel to assist in technical support, room set up/take down, or other materials needed by groups using the conference room.
9. Disruptive behavior or group activities which may cause a disruption to regular library operations will lead to an immediate loss of access to the conference room.
10. Chairs and tables exclusive to the room are provided by the library and restoring to original furniture set up is the responsibility of the user.
11. Meetings taking place near the end of the library operating day must be completed, cleaned up and vacated 10 minutes before the end of the reservation/close of library.
12. Conference Rooms are not available to be used for any of the following:
  - a. For purposes prohibited by town ordinance, by state or federal law, or Library Policy.
  - b. For commercial advertising or direct solicitation of clients or customers.
  - c. For fund-raising.
  - d. For events which directly profit the business of a commercial organization or individual (including professional tutoring services).
13. Solicitation or sales of products and services is prohibited. Charging fees, selling items, charging fees for attendance, or a requirement to purchase materials is not allowed.

Used at a Quiet Room: When not reserved for a meeting, this space is intended for quiet study or reading.

1. Furniture set up is not to be adjusted.
2. Light snacks and drinks in covered containers are allowed. Proper disposal of forementioned items is required upon vacancy.
3. Foods that emit smells are prohibited.
4. Cell phones must be set to silent, and all calls taken outside the library.
5. Group study or work are considered a meeting and should be booked as such. Minimum number of 4 people are required to reserve the conference room for that use.
6. Room reservations will be posted on the entrance to the Conference Room/Quiet Room

and occupants will be given a 10-minute notice to vacate 5 minutes before the next scheduled reservation.

7. Occupants must be 13 years of age or older.

### **Collection Development**

Prosper Community Library seeks to fulfill its mission by selecting, acquiring, organizing, preserving, maintaining, and providing access to a collection of materials in the most current formats available, including electronic resources. The collection will address the interests and needs of the diverse community it serves in a format that is best suited to meet those needs and interests.

### **Materials Selection Policy**

This policy guides the development and continuous evaluation of library materials to reflect Prosper Community Library's mission to inform, encourage, engage and entertain citizens by providing resources and services that respect individuals and ideas, inspire life-long learning and build community.

Prosper Community Library provides library materials in a variety of formats that:

- Inform the public of timely issues and timeless ideas.
- Encourage people to discover, create, and learn.
- Engage citizens to explore diverse opinions and conduct research on topics of interest.
- Entertain all ages seeking recreation and leisure.

#### **1. Philosophy and Objectives**

Prosper Community Library's service commitment is to the people within its service area, including people of every age, education, background, personal philosophy, religious beliefs, occupation, economic level, ethnic origin, and human condition. The library upholds the right of the individual to secure information, even though the content may be controversial, unorthodox, or unacceptable to others. To represent the diversity of thought within the Prosper community, materials available in the library encompass a variety of viewpoints enabling citizens to make the informed choices necessary in a democracy. The library does not endorse beliefs or views, nor does the selection of an item express or imply an endorsement of the viewpoint expressed by the author.

Prosper Community Library encourages free expression and free access to ideas, both essential elements in a democratic society. The library supports the individual's right to access ideas and information representing all points of view. The library subscribes to the principles of the American Library Association's "Library Bill of Rights," the "Freedom to Read Statement," and the "Freedom to View Statement," which are included as appendices to this policy. The collection contains information on a variety of subjects and views and is organized to provide free access to patrons within the limitation of space and budget. A complete collection of all that is published is not a realistic goal. However, the library strives to create an attractive, current, and balanced collection representing all fields of knowledge and all sides of issues in an unbiased manner.

#### **2. Responsibility**

The authority and responsibility for the selection of library materials rests with the Library



Director. Library card holders may recommend materials for consideration through the library's membership software.

### 3. Collection Structure

The placement of materials within the library is determined by several factors. The library uses the Dewey decimal classification scheme which divides materials by subject.

Professional catalogers use Dewey and Library of Congress subject headings to place materials into the proper subject areas and assign them to Adult, Young Adult, Juvenile, Reference, or other specific areas of the library.

### 4. General Selection Criteria

Prosper Community Library seeks to develop an outstanding collection within the constraints of budget allocations and shelf space. Materials purchased for the collection are not an endorsement by the library of either the content or viewpoint presented in them. The library provides, within its financial and space limitations, a general collection of materials embracing broad areas of knowledge, as well as literary and cultural genres. Included are works of enduring value and timely materials on current issues. Within the framework of these broad objectives, selection is based on community demographics and evidence of areas of interest.

Collections are reviewed and revised on an ongoing basis to meet contemporary needs. Collections are current and popular, not archival, and materials are not needlessly duplicated. Collections provide general coverage of subjects and reflect the characteristics of the community. Materials are withdrawn from the collection to maintain the collection's usefulness, timeliness, and relevance.

To build and maintain a collection of merit, materials are evaluated according to one or more of the following criteria. Not all criteria must be met and no one criterion will be decisive. Additional criteria may be used to select materials for specific collections.

- Current and relevant to community needs and interests
- Suitability of subject and style for intended audience
- Attention of critics and expert reviewers

- Cost in relation to value to the collection
- Comprehensiveness
- Skill, competence, purpose of author
- Reputation and significance of author
- Objectivity
- Authenticity of history or social setting
- Consideration of the work as a whole
- Representation of diverse point of view
- Suitability in physical form for library use
- Technical quality
- Local or national significance
- Legal or licensing rights
- Adheres to accreditation standards set by TSLAC

## 5. Selection Tools

Among the selection tools used by the Library Director and library staff include professional library journals, trade journals, subject bibliographies, publisher's reputation, promotional materials, and reviews from reputable sources. Since the Library collection reflects the unique community culture of Prosper, consideration is also given to materials requested by citizens of the community. Circulation history, statistics, and books in series will determine additions to the collection as well.

## 6. Excluded from selection:

- Textbooks and curriculum-related works unless they are considered useful to the general reader as introduction to a subject and their presentation is superior to other sources.
- Scholarly and technical materials that are carried by academic or specialty libraries.
- Items having removable media such as memorabilia, patterns, stickers, sound, or toys.
- Items that have moveable parts such as flap book, tactile learning, or manipulatives (with the exception to items deemed "kits.")
- Puzzles or workbooks that encourage filling in blanks.
- Materials that are publicized solely through infomercials or personal websites.
- Self-published/subsidy published materials unless they are reviewed in established publications.
- Rare book: Since it is the public library's function to make materials available to all users, the Prosper Community Library does not collect rare or unusual materials that require special handling. Rare publications pertaining to Prosper or Texas history will be given to the Prosper Historical Society or another appropriate institution for preservation and protection.
- Genealogical materials.

## Collection Responsibilities

Responsibility for the collection rests with the Library Director, who operates within the framework of the Collection Development Policy. The Library Director delegates to staff

members authority to interpret and apply this policy in daily operations. All staff contributes to the development of collections driven by patron needs and expectations by:

- Engaging in open, continuous communication with patrons.
- Handling all requests equitably.
- Understanding and responding to continually changing demographics as well as societal and technological changes.
- Recognizing materials of varying complexity and format necessary to satisfy diverse needs.

### **Collection Maintenance**

The library keeps its collection vital and useful by withdrawal and replacement of essential materials, and by removal of those works that are worn, outdated, unnecessary duplicates, or no longer in demand. The library uses the Texas State Library and Archive Commission's CREW Method (Continuous Review, Evaluation, and Weeding) for guidance when reviewing collection.

**Donated Materials** (Donations may not be accepted during health crisis spikes to decrease exposure to library staff.)

The library accepts donations of books, audiobooks, and DVDs that are gently used, in excellent condition, with current publication dates. Not all donations are added to the collection. Self-published donated items will not be added to the collection without positive professional reviews. Donated materials not added to the collection are not returned to the donor but may be sold in the annual Friends of Prosper Community Library book sale fundraiser or disposed of if not deemed suitable. Games, toys, puzzles, workbooks, sheet music, etc., are not accepted.

The library retains unconditional ownership of all donations.

The library does not place a value on donations nor provide appraisals for income tax or any other purpose. A tax deduction receipt letter is available for all donations.

Gift subscriptions to periodicals are welcomed and accepted if the periodical falls within the guidelines of the Collection Development Policy and must be pre-approved by the Library Director.

### **Purchase Requests**

Purchase suggestions from patrons provide librarians with useful information about local interests or needs not currently met by the collection. The librarians evaluate requests for specific items in accordance with the established selection objectives and criteria. If the item is not added to the collection, the patron may have an opportunity to borrow the items through Interlibrary Loan.

### **Local Author Donation**

A Local Author Donation form must be completed and submitted to the library. The Local Author Donation Committee will review the application and notify the donor of its determination. Forms are available in the library only.

### **Public Notices and Non-Library Materials**

Only information created/published by the Town of Prosper and Prosper Community Library may be displayed or distributed in the library.

## **Reconsideration of Materials**

Prosper Community Library believes that censorship is a purely individual matter and declares that, while any person is free to reject for themselves materials of which they do not approve, they cannot exercise this right of censorship to restrict the freedom of others to read, view, listen, or inquire. The Prosper Community Library subscribes to the American Library Association's "Library Bill of Rights" and has set these regulations in place to assist in fulfilling the library's mission to serve the residents of Prosper.

Any patron who is a resident of the Town of Prosper and holds a library card in good standing from the Prosper Community Library is encouraged to speak with library staff if they have questions about the library's collection development policies.

If a resident's concern is not satisfied through discussion with library staff, the resident may create/write a letter titled "Recommendation for Reconsideration of Materials Letter" and send it to the Library Director.

For a Recommendation for Reconsideration of Materials to be considered by the library administration, it must meet the following criteria:

- The patron must be a Town of Prosper resident (Town of Prosper [CPR/C48] taxpayer) and hold a library card in good standing from the Prosper Community Library.
- The recommendation letter must be submitted to the Library Director.

The Library Director will respond directly to the patron or refer the recommendation to the library administration and Library Board for review. The Library Board and administration will review the recommendation and prepare a report to the Library Director. This report will determine whether the materials in question continue to meet the selection criteria of the library, and the Library Director will utilize this report in providing a response to the patron. The review process will be completed within thirty (30) days from the date the Recommendation for Reconsideration of Materials letter is received by the Library Director.

## **Interlibrary Loan**

Interlibrary Loan (ILL) is a service that allows Prosper Community Library card holders access to materials in the collections of other libraries by request. If the materials a cardholder desires are not available in the Prosper Community Library's collection, library staff can attempt to borrow it via the ILL system. An ILL request form must be submitted and the return shipping fee determined by current USPS fee schedule, will be charged to the patron's account upon the library's receipt of the item. This fee must be paid regardless of whether the item is ever picked-up by the patron. Cancellation of the ILL request does not negate this fee. Availability and speed of service is solely dependent on the ILL request software system, lending library processing, and USPS delivery timelines.

## **Children in the Library**

The Prosper Community Library provides a warm, welcoming, exciting, and safe environment for people of all ages. Responsibility for the safety and behavior of children in the library rests with the parent or caregiver.

The safety of children left alone in the library is a serious concern of the library staff. Library staff cannot monitor the behavior and safety of children using the library.

Children under the age of 8 must be physically with an adult parent/caregiver. Parent/caregiver must attend and be engaged in programs with the child as well.

Children under the age of 13 must be supervised by a responsible adult (18 years or older). If a child under the age of 13 is in the library, a parent/caregiver must be in the building and aware of the location and behavior of the child.

Children ages 13 - 17 may use the library on their own and are expected to comply with all library rules and the Prosper Community Library Standards of Conduct Policy. Parents/caregivers are still, however, responsible for the behavior of their children. If children do not comply with library rules and the Prosper Community Library Standards of Conduct Policy, library staff may ask them to leave the library and the parent/guardian or police may be contacted.

### **Unattended/Abandoned Children after Closing Time**

Children under 13 are to be always supervised while at the library. The library is not responsible for children without transportation at closing. Library staff will exercise appropriate procedures to ensure the safety of unattended children when the library is closing.

Parents/caregivers are responsible for being aware of the library's hours of operation.

Parents/caregivers must also keep in mind that the library may close unexpectedly for reasons out of the control of staff, such as a power outage, inclement weather, etc.

If no one has arrived for the child within ten (10) minutes after closing time, the staff will call the Prosper Police Department. Two library staff members will wait for the police with the child. Once the police arrive, the child will be turned over to the Prosper Police, and the library staff members will no longer be responsible for the unattended child.

### **Orientation/Tours**

Private group tours are available by scheduling directly with the Library Director.

### **Exam Proctoring**

The Prosper Community Library does not offer proctoring services.

## Standards of Conduct Policy

### Purpose

The purpose of this policy is to establish standards of conduct for the comfort, safety and protection of library patrons and library staff. Library staff will firmly and courteously enforce these rules. The library expects each patron's cooperation in maintaining an environment conducive to enjoyable use of the library for all.

### Conduct Policy

Those using the library are responsible for conducting themselves and minor children in their care in a manner that does not threaten the safety, disturb, or interfere with the right of any other patron or with library employees' performance of their duties. Visitors, while in the library, shall be engaged in activities normally associated with the use of a library such as reading, studying, using library materials, attending programs/events, or other appropriate activities. The library reserves the right to restrict a person's use of the library if they violate the Prosper Community Library Standards of Conduct Policy.

### Standards

Improper conduct is prohibited while on library premises, include but are not limited to:

1. Weapons of any kind.
2. Damaging or vandalizing library facilities, equipment, or materials.
3. Using abusive, obscene, or profane language or acts.
4. Abandoning, neglecting, or leaving children under the age of thirteen (13) unattended by a parent or authorized caretaker or otherwise violating the Children in the Library portion specified in the policy document.
5. Arriving late (more than 5 minutes) to a children's library program or being disruptive during a program.
6. Using or being under the influence of any intoxicant, narcotic, or similar substance while in the library building or on library grounds.
7. Using tobacco products, including e-cigarettes.
8. Offensive bodily hygiene that constitutes a nuisance to others.
9. Inappropriate attire, i.e., attire including swimsuits, revealing or filthy/odorous clothing, etc. (Shirt/top, pants/skirt/shorts, shoes/sandals/etc. are required.)
10. Selling, soliciting, or panhandling.
11. Gambling.
12. Lying on the floor or sleeping.
13. Blocking library entrances or exits.
14. Petitioning, proselytizing, soliciting, or selling merchandise or services without written permission from the Library Director.
15. Removing library materials without following proper checkout protocol.
16. Moving other patron's items without their permission.

17. Causing noise that interferes with patron use of the library, including but not limited to the playing of audible electronic devices or engaging in loud or disruptive conversations.
18. Audible sound coming from an electronic device. (Earbuds or headphones must be worn such that residual sound cannot be heard.)
19. Audible cell phone notifications. (Cell phones must be put on silent or vibrate mode.)
20. Phone conversations. Cellular phone calls must be brief and non-disruptive to library patrons. Patrons are encouraged to take phone calls outside of the library.
21. Excessive noise of any kind. The library expects patrons to be respectful of other patrons' ability to concentrate and focus while utilizing the library's resources.
22. Consuming food or drink on the library premises except in authorized situations (drinks are allowed in closed containers only).
23. Bringing in any animals except service dogs.
24. Entering library with bicycles, roller skates, roller shoes, scooters, skateboards, or other similar devices.
25. Monopolizing library space, seating, tables, or equipment to the exclusion of other patrons or staff as determined by library staff.
26. Leading or conducting a program or event in the library without Library Director's prior approval.
27. Harassing a patron or staff member through noisy or boisterous activities, staring at or following another person with intent to annoy that person, or fighting physically or verbally.
28. Refusing to follow reasonable direction from library staff, including but not limited to leaving the library during normal closing procedures or during an emergency evacuation.

### Program Etiquette

For the enjoyment of all attendees, arriving on time, participating, interacting, and refraining from socializing (phone and in person) is expected during the event. Ticketed entry for programs is for card holders or their designated users as a guardian (nanny, grandparent, etc.) Non-members may not utilize member's cards for program access.

Library patrons who choose not to follow the Library's Standards of Conduct Policy, will be asked to correct the unacceptable behavior. If the behavior continues, that patron will be asked to leave. Prosper Police Department will be called if the patron refuses to leave.

### Responsibility and Authority

Final responsibility and authority for maintaining acceptable standards of conduct in the library rests with the Library Director, who will operate within a framework of policies and procedures adopted by the Town. The staff will operate under the Library Director's delegated authority. The library is authorized to develop such procedures, guidelines, and rules as may be necessary to carry out these policies. Further, the library is authorized to utilize appropriate technologies to address the implementation of these policies.

### Lost and Found

Prosper Community Library assumes no liability for the personal possessions of patrons using the facility or items left at the library. As a public service, the library does maintain a lost and found.

All items found by the library staff will be taken to and stored for two weeks in the library workroom

area.

When a lost item provides information regarding the possible/potential owner, library staff will attempt to contact the owner. Flash drives found in the library will not be viewed for any reason by staff and will be disposed of at the close of the day lost/left.

Items that pose a potential health risk are disposed of immediately. Lost items will be kept for 30 days before being discarded

### **Emergency Situations**

#### **Fire**

In the event of a fire, library staff will sound the fire alarm, report the fire to 911, and ask everyone to evacuate the building.

#### **Sudden Inclement Weather**

In the event the Town sounds its Emergency Sirens, staff will instruct/require library occupants to move and occupy its first-floor interior restrooms until safety authorities lift the emergency protocol.

#### **Medical Emergencies**

In the event of an ill/injured patron, library staff will respond positively with any reasonable help. If the ill/injured person is unable to make a call, the library staff will assist in notifying their requested person or call 911 if necessary.

#### **Patron Confidentiality**

Prosper Community Library is committed to the protection of all library patron's right to privacy in the use of library resources and discloses patron information to the patron only. In regard to minors, information may be disclosed to the registered parent/guardian listed on the account.

Library records will only be disclosed under court order, subpoena, or warrant as outlined in state statute, Texas Government Code, Section 552.124 and the surveillance provisions included in the USA PATRIOT ACT (Public Law 107-56)



## **Prosper Community Library Patron Acceptable Use Policy For Internet and other Technology-Related Items**

### **Services Available**

Typical services may include Internet access, computer applications such as word processor, spreadsheets, database access, children's educational and software applications, and other technologies as they become available. Services may be added and deleted as decided by the Library Director.

The library's electronic services are not intended to provide access to every software or hardware application or to every source of information available. The library does not offer email accounts but allows access to free email providers on the Internet.

Information on the Internet is not necessarily current, accurate, or complete. While valuable information is available on the Internet, some may be obscene, patently offensive, or harmful, especially to minor children, as defined by applicable state and/or federal laws. For purposes of this policy, minors are defined to include all individuals under the age of eighteen (18) years.

Since the Internet makes accessible a rapidly changing array of resources, it is not possible for the library to control or monitor content on a regular basis. The library utilizes software that blocks sources on the Internet that are obviously inconsistent with the library's mission. This does not fully guarantee that individual users are protected from accessing information they personally deem undesirable or disturbing. Be advised that filtering software is not foolproof; it diminishes the likelihood of seeing offensive material on the Internet but does not eliminate the possibility.

User information is deleted after logging off and each evening software resets the computers to default library settings clearing all cached data from that day.

### **Internet Access**

Library electronic resources are for educational, informational, and appropriate recreational purposes only. The library takes precautions to restrict access to controversial materials. However, a global network is impossible to control. Any user may access a website that is potentially controversial. We firmly believe that the valuable information and interaction available on the Web far outweighs the possibility that users may access material that is not consistent with the goals of the Prosper Community Library.

Although the library provides access to electronic information, this does not imply sponsorship or endorsement. It is the responsibility of the patron, parent, or guardian to determine the accuracy, appropriateness, and usefulness of information accessed through electronic resources. The Prosper Community Library assumes responsibility only for the information found on the Town of Prosper website.

Restriction of a minor's access to, or use of, electronic resources is the responsibility of the minor's parents or legal guardians.

The library is not responsible for the content of electronic resources to which its patrons link, for the content of sources accessed through secondary links, or for the previous patron's search history.

Patrons should expect no privacy when using electronic resources provided by the library whether accessed from an external site or internally, as these are public computers used in a public place. Neither the Town of Prosper nor the Prosper Community Library can be held responsible for losses or liabilities, direct or indirect, incurred using electronic resources provided by the library.

The library is not responsible in any way for a personal electronic device brought into the library.

The library does not guarantee the availability of electronic resources.

### **Ages, Registration & Time Limits**

1<sup>st</sup> floor:

- 1<sup>st</sup> floor Internet computers require a library card to sign in.
- Children twelve (12) and younger are to use the 1<sup>st</sup> floor computers. Adults and teens assisting a child may utilize the computer in this area only if they child is with them, and they are working on an activity with the child.
- AWE computers are first-come first-served and do not have time limits. Headphones must be worn during use.
- Earbuds or headphones must be worn any time sounds are emitted from computer.

2<sup>nd</sup> floor:

- 
- Computers on the 2nd floor are intended for adult use, but if utilized by a child under the age of 13, it must be under the immediate guidance and supervision of their parent or guardian.
- Laptops may be used in the Teen area by children ages thirteen (13) – seventeen (17).
- Earbuds or headphones must be worn any time sounds are emitted from computer.

All computer workstations are available on a first-come, first-served basis. Time limits may be imposed on all computer workstation use. Time limits may vary depending on available computers and waiting patrons.

### **Use by Children/Minors**

Children's Internet computer access on 1<sup>st</sup> floor requires library card login. Parent/guardian signing minor in assumes responsibility for use. Although the library has a filter in place to uphold the Children's Internet Protection Act (CIPA), the library nor its staff is responsible for assuring the appropriateness of information accessed by children. Adult assumes responsibility of cost of printing from children's computers at \$0.20 per page.

## Prosper Community Library Computer and Internet Use Policy

1. Parents, guardians, and caregivers are responsible for monitoring their children's use of the library computers, access to the Internet, and the information accessed by minors.
2. Reasonable care of the computers by the user is expected. Misuse of computers will result in loss of computer privileges.
3. Library staff may assist the user in accessing the Internet and appropriate printing devices but cannot provide in-depth assistance and/or training.
4. The charge for printing is \$0.20 per page (color or black & white) and must be paid at the time of printing. Exact change is required. Credit cards may be used for printing equaling \$3.00 or more.
5. Printers are not available via wireless connections from library laptops or personal devices.
6. Users may not store materials on the hard drive of any computer owned by the library. Users are expected to store materials using their own peripherals, e.g., flash drive.
7. Use of any information or materials on sites you access is entirely at your own risk.
8. Users will not perform any of the following acts:
  - a. Attempt to access devices or resources to which you have no explicit, legitimate rights.
  - b. Copy, reproduce, or transmit any copyrighted files or information other than in accordance with the requirements and allowances of the copyright holder.
  - c. Launch network attacks of any kind including port scans, DoS/DDoS, packet floods, replays or injections, session hijacking or interception, or other such activity with malicious intent.
  - d. Transmit malicious software such as viruses, Trojans, and worms.
  - e. Surreptitiously install software or make configuration changes to any device or application, by means of the installation or execution of key loggers, registry keys, or other executable or active application or script.
9. Users will use the access provided here responsibly and with full regard to the safety, security, and privacy of all other users, devices, and resources.
10. Users will be mindful of the cultural sensitivities of others while using this portal so as not to provoke reaction or offense, and will not intentionally access pornographic, graphically violent, hateful, or other offensive material (as deemed by the Town) regardless of others' sensitivities.

11. Users understand that unauthorized use of resources through this portal may give rise to a claim for damages and/or be a criminal offense.

12. As with most public internet connections, the library's internet connections, especially via wireless connections are not guaranteed to be secure. Caution should be exercised when using the library's computers. Wireless users should not transmit their credit card information, passwords and any other sensitive personal information while using any wireless connection. The library will not be responsible for any personal information (e.g., credit card) that is compromised. Restarting the computer at the end of use will erase all data from that station.

13. The library will not be responsible for any damage caused to your hardware or software due to electric surges, security issues or consequences caused by viruses or hacking. All wireless access users should have up-to-date virus protection on their personal laptop computers or wireless devices.

14. The library reserves the right to log or monitor traffic to ensure that these terms are being followed as directed by Town of Prosper legal counsel.

15. Misuse or unauthorized use of Library computers and information resources will result in revocation of library privileges.

User privileges can and will be revoked upon any violation of this policy. The library staff in charge has full authority to disallow further usage of workstations. Any appeal for reinstatement of privileges must be made through the Library Director and Information Technology Director, with whom the final decision will rest.

Usage that encroaches upon standards set by law will be dealt with appropriately and firmly. Federal, state, and local laws concerning these matters will be upheld, and violators may be subject to prosecution.

### **Wireless Use**

Library visitors who bring their own devices to the library may access the Internet through a wireless network. Library wireless users are required to adhere to the same expectations as outlined in the Computer and Internet Use Policy. Users are encouraged to utilize anti-malware and virus protection on their personal electronic devices. The library cannot assure that data or files downloaded by users are virus-free. Users agree to indemnify the library for copyright infringement conducted using the library's wireless network. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the Library's Internet service.

### **Hotspot usage policy and electronic device agreement**

Prosper Community Library has established a Wi-Fi hotspot lending program to provide patrons in our community with high-speed internet access. With this program, students can use the Internet for help with homework and projects, employees can have reliable internet access to

meetings and presentations, and patrons can have home access to the library's digital resources such as our databases, catalog, and eBooks. Patrons can take advantage of our Wi-Fi hotspot lending program with a current Prosper Community Library card.

The library is not responsible for any liability, damages or expense resulting from use or misuse of the device, connection of the device to other electronic devices, or data loss resulting from use of device. Any use of the device for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory or obscene materials is strictly prohibited.

Wi-Fi hotspots may be borrowed by card holders ages 18 and above with a library card in good standing. Checkout is limited to one per household at any given time. The library reserves the right to refuse service to patrons who abuse equipment or who are repeatedly late in returning items.

Wi-Fi hotspots are available at the Circulation Desk on a first-come, first-served basis. They may not be reserved or placed on hold. To borrow a hotspot, the patron must have their library card or valid government ID and must complete and agree to the Electronic Device Agreement. Once a hotspot is checked out to a patron, it becomes the responsibility of that patron. Hotspots are not intended to be a long-term internet solution. We reserve the right to implement restrictions if checkout is being abused.

Hotspots may be borrowed for two weeks and may be renewed one-time within a 30-day period. They must be returned in person to the Circulation Desk, and never to another library, left outside the library door, or in the book drop. If a hotspot is not returned, or returned damaged, the borrower will be charged a \$84.00 replacement cost. If a device is not returned in a timely manner, civil and criminal action will be taken. If the borrower fails to pay the replacement cost for a lost device, their membership will be suspended until the account is clear.

### **Copier/Printer**

The Prosper Community Library offers a printer/copy machine to the public. Printing is \$0.20 per page (regardless of front/back or color/black and white). Payment for printing is due at the time of printing. Printing may not be placed as a balance fee on a library membership account. Cash or checks must be used as acceptable forms of payment for amounts less than \$3.00. Credit card may be used for printing of \$3.00 or more.

### **3D Printing**

The Prosper Community Library offers a 3D printer to library card holders. The 3D printer is intended to inspire all ages to create and innovate.

Patrons eighteen (18) years and older and who have a current Prosper Community Library card may submit digital designs (currently in .stl) to be printed on the library's 3D printer.

Children under eighteen (18) years of age must be accompanied by a parent or guardian. The parent or guardian must sign a permission form and agree to payment of printing for each minor. Cardholder must be in good standing to submit a file for printing.

The printer may only be used for lawful purposes and be for objects appropriate for a public library environment. No weapons of any kind shall be created on the printer.

No patron will be permitted to use the library's 3D printer to create material that is:

- Prohibited by local, state, or federal law.
- Unsafe, harmful, dangerous, or poses an immediate threat to the well-being of others.
- Obscene or otherwise inappropriate for the library environment or violates the library's Standard of Conduct Policy.
- In violation of another's intellectual property rights. The printer will not be used to reproduce material that is subject to copyright, patent, proprietary, or trademark protection.

The library reserves the right to refuse any 3D print request.

Cost of printing is set by Town Ordinance at \$1.00 per hour of printing. Payment is due at the time of pickup of the object.

Items must be picked up within five (5) business days or they will become property of the library and will be disposed of. The patron will still be responsible for the cost of printing the item and the charges will be added to the patron's library account.

### **Disclaimer**

In consideration for the privilege of using the library and for having access to the information contained in it, library patrons hereby release and hold harmless the Town of Prosper, its officers, agents, servants, or employees, the library, its staff, volunteers, representatives, or advisors, from any and all liability or responsibility for any and all claims or expenses arising either directly or indirectly from the use of the library, whether or not caused, in whole or in part, by alleged negligence of the Town of Prosper, its officers, agents, servants, employees, volunteers, representatives, or advisors.

### **Violation of Prosper Acceptable Use Policy**

**Violation of any part of the Prosper Community Library Patron Acceptable Use Policy or failure to use the computer workstations appropriately and responsibly may result in the revocation of all computers and/or library privileges as determined by the Library Director. Unlawful activities will be referred to the appropriate legal authority and will be dealt with in a serious and appropriate manner.**

These policies incorporate:

Library Bill of Rights

The Freedom to Read Statement

Freedom to View Statement

The Texas Library Association Intellectual Freedom Statement

Approved by Prosper Town Council: \_\_\_\_\_

**POLICE  
DEPARTMENT**



**To: Mayor and Town Council**  
**From: Doug Kowalski, Chief of Police**  
**Through: Mario Canizares, Town Manager**  
**Re: Town Council Meeting – February 28, 2023**

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**Agenda Item:**

Receive the 2022 Annual Racial Profiling Report for the Prosper Police Department as required by state law.

**Description of Agenda Item:**

The Racial Profiling Report is a required annual report that must be submitted to the State of Texas through the Texas Commission on Law Enforcement (TCOLE) and the Police Department's governing body as required by Texas State law – Texas Code of Criminal Procedures Section 2.132.

**Attached Documents:**

1. 2022 Prosper Police Annual Racial Profile Report

**Town Staff Recommendation:**

Staff recommends receiving the 2022 Annual Racial Profiling Report for the Prosper Police Department as required by state law.

**Proposed Motion:**

I move to receive and accept the 2022 Annual Racial Profiling Report as required by state law.



# Racial Profiling Report | Full

Item 11.

Agency Name: PROSPER POLICE DEPT.  
Reporting Date: 01/27/2023  
TCOLE Agency Number: 085220

Chief Administrator: DOUGLAS A. KOWALSKI

Agency Contact Information:  
Phone: (972) 569-1040  
Email: DKOWALSKI@PROSPERTX.GOV

Mailing Address:  
P.O. BOX 307  
801 Safety Way  
PROSPER, TX 75078

This Agency filed a full report

PROSPER POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the PROSPER POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PROSPER POLICE DEPT. if the individual believes that a peace officer employed by the PROSPER POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the PROSPER POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the PROSPER POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PROSPER POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.122(a) Code of Criminal Procedure during the reporting period.

Item 11.

Executed by: DEVIN E. REAVES  
CASE MANAGER/RECORDS COORDINATOR

Date: 01/27/2023

# Total stops: 7573

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## Street address or approximate location of the stop

City street	4546
US highway	2127
County road	21
State highway	816
Private property or other	63

## Was race or ethnicity known prior to stop?

Yes	329
No	7244

## Race / Ethnicity

Alaska Native / American Indian	37
Asian / Pacific Islander	429
Black	1345
White	4241
Hispanic / Latino	1521

## Gender

<b>Female</b>	<b>2534</b>
Alaska Native / American Indian	10
Asian / Pacific Islander	137
Black	497
White	1606
Hispanic / Latino	284
<b>Male</b>	<b>5039</b>
Alaska Native / American Indian	27
Asian / Pacific Islander	292
Black	848
White	2635
Hispanic / Latino	1237

## Reason for stop?

<b>Violation of law</b>	<b>594</b>
Alaska Native / American Indian	8
Asian / Pacific Islander	26
Black	132
White	237

Hispanic / Latino	191
<b>Preexisting knowledge</b>	<b>227</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	28
White	77
Hispanic / Latino	115
<b>Moving traffic violation</b>	<b>4970</b>
Alaska Native / American Indian	23
Asian / Pacific Islander	327
Black	800
White	3017
Hispanic / Latino	803
<b>Vehicle traffic violation</b>	<b>1782</b>
Alaska Native / American Indian	6
Asian / Pacific Islander	69
Black	385
White	910
Hispanic / Latino	412
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>326</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	125
White	114
Hispanic / Latino	83
<b>No</b>	<b>7247</b>
Alaska Native / American Indian	37
Asian / Pacific Islander	425
Black	1220
White	4127
Hispanic / Latino	1438
<b>Reason for Search?</b>	
<b>Consent</b>	<b>206</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	68
White	78

Hispanic / Latino	57
<b>Contraband</b>	<b>3</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	0
Hispanic / Latino	1
<b>Probable</b>	<b>94</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	48
White	27
Hispanic / Latino	18
<b>Inventory</b>	<b>9</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	6
<b>Incident to arrest</b>	<b>14</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	8
Hispanic / Latino	1

**Was Contraband discovered?**

<b>Yes</b>	<b>167</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	66
White	57
Hispanic / Latino	43
<b>No</b>	<b>159</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	59
White	57
Hispanic / Latino	40

**Did the finding result in arrest?**  
(total should equal previous column)

Yes	0	No	0
Yes	0	No	1
Yes	7	No	59
Yes	13	No	44
Yes	4	No	39

<b>Description of contraband</b>	
<b>Drugs</b>	<b>131</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	57
White	44
Hispanic / Latino	29
<b>Weapons</b>	<b>2</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
<b>Currency</b>	<b>1</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
<b>Alcohol</b>	<b>5</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	2
<b>Stolen property</b>	<b>4</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	3
<b>Other</b>	<b>24</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	10
Hispanic / Latino	8
<b>Result of the stop</b>	
Verbal warning	<b>1969</b>

Alaska Native / American Indian	8
Asian / Pacific Islander	137
Black	423
White	1043
Hispanic / Latino	358
<b>Written warning</b>	<b>3545</b>
Alaska Native / American Indian	16
Asian / Pacific Islander	200
Black	631
White	2090
Hispanic / Latino	608
<b>Citation</b>	<b>1952</b>
Alaska Native / American Indian	13
Asian / Pacific Islander	91
Black	258
White	1060
Hispanic / Latino	530
<b>Written warning and arrest</b>	<b>7</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	2
Hispanic / Latino	1
<b>Citation and arrest</b>	<b>15</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	6
Hispanic / Latino	5
<b>Arrest</b>	<b>85</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	26
White	40
Hispanic / Latino	19
<b>Arrest based on</b>	
<b>Violation of Penal Code</b>	<b>75</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Black	20
White	38
Hispanic / Latino	16
<b>Violation of Traffic Law</b>	<b>4</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	1
<b>Violation of City Ordinance</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Outstanding Warrant</b>	<b>28</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	9
Hispanic / Latino	8

**Was physical force resulting in bodily injury used during stop?**

<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Resulting in Bodily Injury To:</b>	
Suspect	0
Officer	0
Both	0
<b>No</b>	<b>7573</b>
Alaska Native / American Indian	37
Asian / Pacific Islander	429
Black	1345
White	4241
Hispanic / Latino	1521



**Number of complaints of racial profiling**

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Item 11.

**Comparative Analysis**

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

**Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

# Racial Profiling Analysis Report

Item 11.

## PROSPER POLICE DEPT.

01. Total Traffic Stops:	7573	
02. Location of Stop:		
a. City Street	4546	60.03%
b. US Highway	2127	28.09%
c. County Road	21	0.28%
d. State Highway	816	10.78%
e. Private Property or Other	63	0.83%
03. Was Race known prior to Stop:		
a. NO	7244	95.66%
b. YES	329	4.34%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	37	0.49%
b. Asian/ Pacific Islander	429	5.66%
c. Black	1345	17.76%
d. White	4241	56.00%
e. Hispanic/ Latino	1521	20.08%
05. Gender:		
a. Female	2534	33.46%
i. Alaska/ Native American/ Indian	10	0.13%
ii. Asian/ Pacific Islander	137	1.81%
iii. Black	497	6.56%
iv. White	1606	21.21%
v. Hispanic/ Latino	284	3.75%
b. Male	5039	66.54%
i. Alaska/ Native American/ Indian	27	0.36%
ii. Asian/ Pacific Islander	292	3.86%
iii. Black	848	11.20%
iv. White	2635	34.79%
v. Hispanic/ Latino	1237	16.33%
06. Reason for Stop:		
a. Violation of Law	594	7.84%
i. Alaska/ Native American/ Indian	8	1.35%
ii. Asian/ Pacific Islander	26	4.38%

# Racial Profiling Analysis Report

Item 11.

iii. Black	132	22.22%
iv. White	237	39.90%
v. Hispanic/ Latino	191	32.15%
b. Pre-Existing Knowledge	227	3.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	7	3.08%
iii. Black	28	12.33%
iv. White	77	33.92%
v. Hispanic/ Latino	115	50.66%

c. Moving Traffic Violation	4970	65.63%
i. Alaska/ Native American/ Indian	23	0.46%
ii. Asian/ Pacific Islander	327	6.58%
iii. Black	800	16.10%
iv. White	3017	60.70%
v. Hispanic/ Latino	803	16.16%

d. Vehicle Traffic Violation	1782	23.53%
i. Alaska/ Native American/ Indian	6	0.34%
ii. Asian/ Pacific Islander	69	3.87%
iii. Black	385	21.60%
iv. White	910	51.07%
v. Hispanic/ Latino	412	23.12%

## 07. Was a Search Conducted:

a. NO	7247	95.70%
i. Alaska/ Native American/ Indian	37	0.51%
ii. Asian/ Pacific Islander	425	5.86%
iii. Black	1220	16.83%
iv. White	4127	56.95%
v. Hispanic/ Latino	1438	19.84%
b. YES	326	4.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	1.23%
iii. Black	125	38.34%
iv. White	114	34.97%
v. Hispanic/ Latino	83	25.46%

## 08. Reason for Search:

a. Consent	206	2.72%
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# Racial Profiling Analysis Report

Item 11.

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	1.46%
iii. Black	68	33.01%
iv. White	78	37.86%
v. Hispanic/ Latino	57	27.67%
b. Contraband in Plain View	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	66.67%
iv. White	0	0.00%
v. Hispanic/ Latino	1	33.33%
c. Probable Cause	94	1.24%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	1.06%
iii. Black	48	51.06%
iv. White	27	28.72%
v. Hispanic/ Latino	18	19.15%
d. Inventory	9	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	22.22%
iv. White	1	11.11%
v. Hispanic/ Latino	6	66.67%
e. Incident to Arrest	14	0.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	35.71%
iv. White	8	57.14%
v. Hispanic/ Latino	1	7.14%

## 09. Was Contraband Discovered:

YES	167	2.21%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	1	0.60%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
iii. Black	66	39.52%

# Racial Profiling Analysis Report

Item 11.

Finding resulted in arrest - YES	7	
Finding resulted in arrest - NO	59	
iv. White	57	34.13%
Finding resulted in arrest - YES	13	
Finding resulted in arrest - NO	44	
v. Hispanic/ Latino	43	25.75%
Finding resulted in arrest - YES	4	
Finding resulted in arrest - NO	39	
b. NO	159	2.10%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	3	1.89%
iii. Black	59	37.11%
iv. White	57	35.85%
v. Hispanic/ Latino	40	25.16%

## 10. Description of Contraband:

a. Drugs	131	1.73%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.76%
iii. Black	57	43.51%
iv. White	44	33.59%
v. Hispanic/ Latino	29	22.14%
b. Currency	1	0.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Weapons	2	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	5	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	20.00%
iv. White	2	40.00%

# Racial Profiling Analysis Report

Item 11.

v. Hispanic/ Latino	2	40.00%
e. Stolen Property	4	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	25.00%
iv. White	0	0.00%
v. Hispanic/ Latino	3	75.00%
f. Other	24	0.32%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	6	25.00%
iv. White	10	41.67%
v. Hispanic/ Latino	8	33.33%

## 11. Result of Stop:

a. Verbal Warning	1969	26.00%
i. Alaska/ Native American/ Indian	8	0.41%
ii. Asian/ Pacific Islander	137	6.96%
iii. Black	423	21.48%
iv. White	1043	52.97%
v. Hispanic/ Latino	358	18.18%
b. Written Warning	3545	46.81%
i. Alaska/ Native American/ Indian	16	0.45%
ii. Asian/ Pacific Islander	200	5.64%
iii. Black	631	17.80%
iv. White	2090	58.96%
v. Hispanic/ Latino	608	17.15%
c. Citation	1952	25.78%
i. Alaska/ Native American/ Indian	13	0.67%
ii. Asian/ Pacific Islander	91	4.66%
iii. Black	258	13.22%
iv. White	1060	54.30%
v. Hispanic/ Latino	530	27.15%
d. Written Warning and Arrest	7	0.09%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	57.14%
iv. White	2	28.57%
v. Hispanic/ Latino	1	14.29%

# Racial Profiling Analysis Report

Item 11.

e. Citation and Arrest	15	0.20%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	6.67%
iii. Black	3	20.00%
iv. White	6	40.00%
v. Hispanic/ Latino	5	33.33%
f. Arrest	85	1.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	26	30.59%
iv. White	40	47.06%
v. Hispanic/ Latino	19	22.35%
12. Arrest Based On:		
a. Violation of Penal Code	75	0.99%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.33%
iii. Black	20	26.67%
iv. White	38	50.67%
v. Hispanic/ Latino	16	21.33%
b. Violation of Traffic Law	4	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	50.00%
iv. White	1	25.00%
v. Hispanic/ Latino	1	25.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	28	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	39.29%
iv. White	9	32.14%
v. Hispanic/ Latino	8	28.57%

# Racial Profiling Analysis Report

Item 11.

## 13. Was Physical Force Used:

a. NO	7573	100.00%
i. Alaska/ Native American/ Indian	37	0.49%
ii. Asian/ Pacific Islander	429	5.66%
iii. Black	1345	17.76%
iv. White	4241	56.00%
v. Hispanic/ Latino	1521	20.08%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/27/2023





## PLANNING

**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Mario Canizares, Town Manager  
 Chuck Ewings, Executive Director of Development and Infrastructure Services**

**Re: Prosper Plaza Zoning Ordinance**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

Consider and act upon an ordinance to rezone for a Specific Use Permit for a Restaurant with Drive-Through Service on 1.12± acres, located on the north side of US 380, west of Custer Road. (S22-0002)

**Description of Agenda Item:**

On June 14, 2022, the Town Council approved the proposed request, by a vote of 5-2. A zoning ordinance has been prepared accordingly.

**Legal Obligations and Review:**

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

**Attachments:**

1. Ordinance
2. Ordinance Exhibit

**Town Staff Recommendation:**

Town Staff recommends approval of an ordinance for a Specific Use Permit for a Restaurant with Drive-Through Service on 1.12± acres, located on the north side of US 380, west of Custer Road. (S22-0002)

**Proposed Motion:**

I move to approve an ordinance to rezone for a Specific Use Permit for a Restaurant with Drive-Through Service on 1.12± acres, located on the north side of US 380, west of Custer Road. (S22-0002)

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY GRANTING A SPECIFIC USE PERMIT 43 (SUP-43) FOR A RESTAURANT WITH DRIVE-THROUGH, LOCATED ON A TRACT OF LAND CONSISTING 1.121 ACRES, SITUATED IN THE JEREMIAH HORN SURVEY, ABSTRACT NO. 411, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from Sara Sangani ("Applicant"), to rezone 1.121 acres of land, more or less, in the Jeremiah Horn Survey, Abstract No. 411, in the Town of Prosper, Collin County, Texas, being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

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

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

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

### **SECTION 1**

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

### **SECTION 2**

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 1.121 acres of land, more or less, in the Jeremiah Horn Survey, Abstract No. 411, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads, and alleyways contiguous and/or adjacent thereto is hereby zoned being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with 1) the concept plan, attached hereto as Exhibit "B," 2) the landscape plan, attached hereto as Exhibit "C," and 3) the concept elevations, attached hereto as Exhibit "D"; which are incorporated herein for all purposes as if set forth verbatim.

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

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

### **SECTION 6**

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

subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 7**

Savings/Repealing Clause. Prosper’s Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF FEBRUARY 2023.**

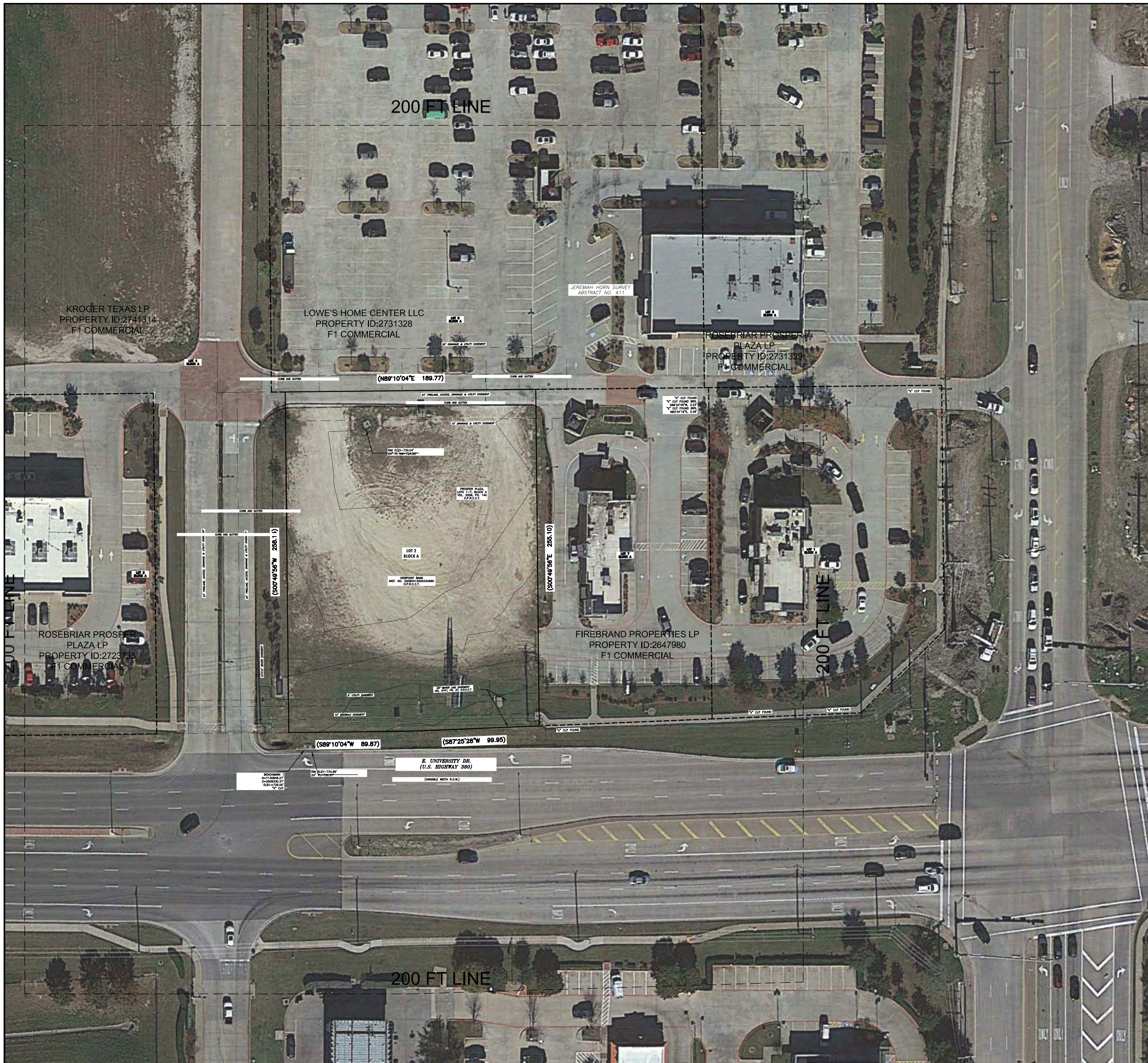
\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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



Schedule B Items

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception): Volume 2009, Page 141, Real Property Records, Collin County, Texas; Volume 1910, Page 485, Real Property Records, Collin County, Texas; Volume 4189, Page 1135, Real Property Records, Collin County, Texas; under Clerk's File No. 2008060500084910, Real Property Records, Collin County, Texas; under Clerk's File No. 20160123000105770, Real Property Records, Collin County, Texas; as affected by First Amendment recorded under Clerk's File No. 2016052700064230, Real Property Records, Collin County, Texas; under Clerk's File No. 20081010001213250, Real Property Records, Collin County, Texas. (AFFECTS TRACT 2)
2. Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
  - a. Rights of parties in possession.
  - b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgage Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:
 

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to accept additional items and/or make additional requirements after reviewing said survey.
  - c. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - d. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
  - e. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plot:
 

Purpose: 1) 24' fire line, access, drainage & utility easement;  
 Purpose: 2) 10' drainage and utility easement;  
 Purpose: 3) 10' sidewalk;  
 Purpose: 4) 5' utility easement;  
 Recording No: Volume 2009, Page 141, Real Property Records, Collin County, Texas
  - f. Those items shown on plot recorded in Volume 2009, Page 141, Real Property Records, Collin County, Texas. (AFFECTS TRACT 2)
  - g. Easement(s) and rights incidental thereto, as granted in a document:
 

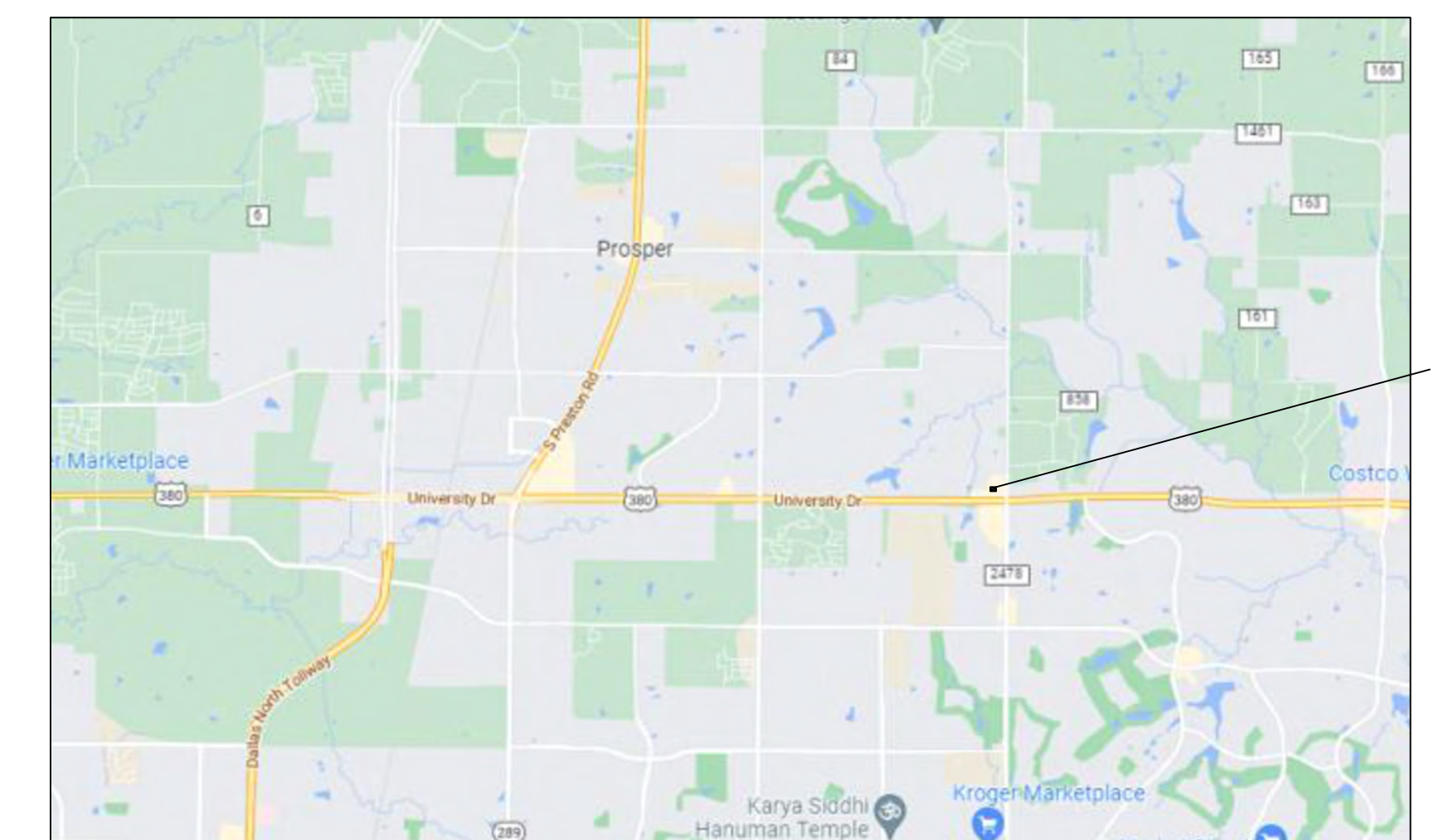
Granted to: North Texas Municipal Water District  
 Purpose: As provided in said document  
 Recording Date: May 13, 2004  
 Recording No: Volume 5668, Page 4738, Real Property Records, Collin County, Texas. (AFFECTS TRACT 2)
  - h. Easement(s) and rights incidental thereto, as granted in a document:
 

Granted to: North Texas Municipal Water District  
 Purpose: As provided in said document  
 Recording Date: August 27, 2004  
 Recording No: Volume 5741, Page 37, Real Property Records, Collin County, Texas. (AFFECTS AS SHOWN)
  - i. Easement(s) and rights incidental thereto, as granted in a document:
 

Granted to: Denton County Electric Cooperative, Inc. d/b/a CoServ Electric  
 Purpose: As provided in said document  
 Recording Date: May 4, 2009  
 Recording No: under Clerk's File No. 20090504000525290, Real Property Records, Collin County, Texas. (AFFECTS TRACT 2)
  - j. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, any including but not limited to those based upon race, color, religion, sex, sexual orientation, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in said document.  
 Recording Date: January 29, 2016  
 Recording No: under Clerk's File No. 20160123000105770, as affected by First Amendment recorded under Clerk's File No. 2016052700064230, Real Property Records, Collin County, Texas. (AFFECTS TRACT 1)
  - k. Terms, provisions and conditions contained in that certain document Entitled: Amended and Restated Easements, Conditions and Restrictions  
 Dated: January 28, 2016  
 Executed by: and between Rosebriar Prosper Plaza, LP, Lowe's Home Centers, LLC, POP Holdings, LP, Firebrand Properties, LP, LegacyTexas Bank, and Bridgestone Retail Operations, LLC  
 Recording Date: January 29, 2016  
 Recording No: under Clerk's File No. 20160123000105770, as affected by First Amendment recorded under Clerk's File No. 2016052700064230, Real Property Records, Collin County, Texas. Reference is hereby made to said document for full particulars. (AFFECTS TRACT 2)
  - l. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document Entitled: Memorandum of Amended and Restated Outdoor Advertising Sign or Ground Lease  
 Lessor: LegacyBank Texas  
 Lessee: Primary Meds, L.L.C., a Texas limited partnership  
 Recording Date: May 9, 2017  
 Recording No: under Clerk's File No. 20170509000594530, Real Property Records, Collin County, Texas (AFFECTS TRACT 1)

Schedule B Items (cont.)

- m. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 5, 1938, recorded August 23, 1938 at Volume 319, Page 1326 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540650, of the Official Records of Collin County, Texas, which document contains the following language "...1/4 interest of all the oil, gas, and other minerals..." et al". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- n. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated July 1, 1997, recorded October 31, 1997 at Volume 4031, Page 1326 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540650, of the Official Records of Collin County, Texas, which document contains the following language "...all the oil, gas, hydrocarbons and all other minerals..." et al". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- o. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated January 11, 1976, recorded January 13, 1976 at Volume 1089, Page 673 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540650, of the Official Records of Collin County, Texas, which document contains the following language "...1/2 interest in and to all oil, gas, and other minerals..." Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- p. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 8, 1960, recorded February 22, 1960 at Volume 1236, Page 445 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540650, of the Official Records of Collin County, Texas, which document contains the following language "...an undivided 1/8 interest in and to all of the oil, gas, and other minerals..." Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- q. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 15, 1968, recorded August 21, 1969 at Volume 3113, Page 855 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540650, of the Official Records of Collin County, Texas, which document contains the following language "...an undivided 1/8 interest in and to all of the oil, gas, and other minerals..." Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- r. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 30, 2005, recorded September 2, 2005 at Volume 5295, Page 7329 of the Official Records of Collin County, Texas, which document contains the following language "...all subsurface water, oil, gas, and other minerals..." Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- s. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated January 4, 1984, recorded January 16, 1984 at Volume 1810, Page 485 of the Official Records of Collin County, Texas, which document contains the following language "...an undivided 1/2 interest in the oil, gas, and other minerals..." Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- t. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated October 10, 2008, recorded October 10, 2008 at under Clerk's File No. 20081010001213260, and re-affirmed under Clerk's File No. 20090414000454650 of the Official Records of Collin County, Texas, which document contains the following language "...all the oil, gas, hydrocarbons and other minerals..." Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- u. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:  
 Owner and Loan Policy(es): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.  
 Owner Policy(es) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.  
 Loan Policy(es) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.



VICINITY MAP

Scale: NTS

**OWNER:**  
 WS Residential Investments LLC  
 170 Westcott  
 Houston, TX 77007  
 Phone (281) 816-6550  
 Eric Walker

**APPLICANT:**  
 Identity Architects  
 111 Travis St  
 Houston, TX 77002  
 Phone (713) 565-2191  
 William Kalkman

**SURVEYOR:**  
 Landpoint  
 6410 Southwest Blvd Ste 127  
 Fort Worth, TX 76109  
 Phone (817) 654-1805  
 Robert Maloy

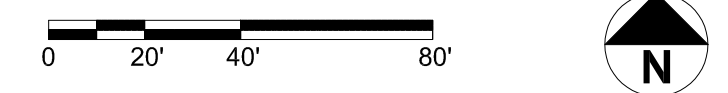
EXHIBIT A

PROSPER PLAZA  
 TRACT 1 LOT 2 BLOCK A  
 VOLUME 2009, PAGE 140 O.P.R.C.C.T  
 JEREMIAH HORN SURVEY, ABSTRACT NO. 411  
 1.121 ACRES

January 14, 2022

SITE PLAN

Scale: 1" = 40'-0"



111 Travis Street, Houston, Texas 77002  
 www.identityarchitects.com 713.595.2150

**EXHIBIT "A"****LEGAL DESCRIPTION OF THE LAND**

BEING a tract of land situated in the City of Prosper, Collin County, Texas out of the Jeremiah Horn Survey, Abstract No. 411 and being all of Lot 2, Block A, Prosper Plaza, according to the revised plat thereof recorded in Volume 2008, Page 564, Map Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199" in the north right of way line of U.S. Highway 380 (variable-width right of way), the southwest corner of said Lot 2, the southeast corner of Lot 3, of said Block A;

THENCE, departing said north right of way line, along the west line of said Lot 2, the east line of said Lot 3, North 00 degrees, 49 minutes, 56 seconds West, a distance of 258.14 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199", the northwest corner of said Lot 2, lying in the south line of Lot 5 of said Block, A;

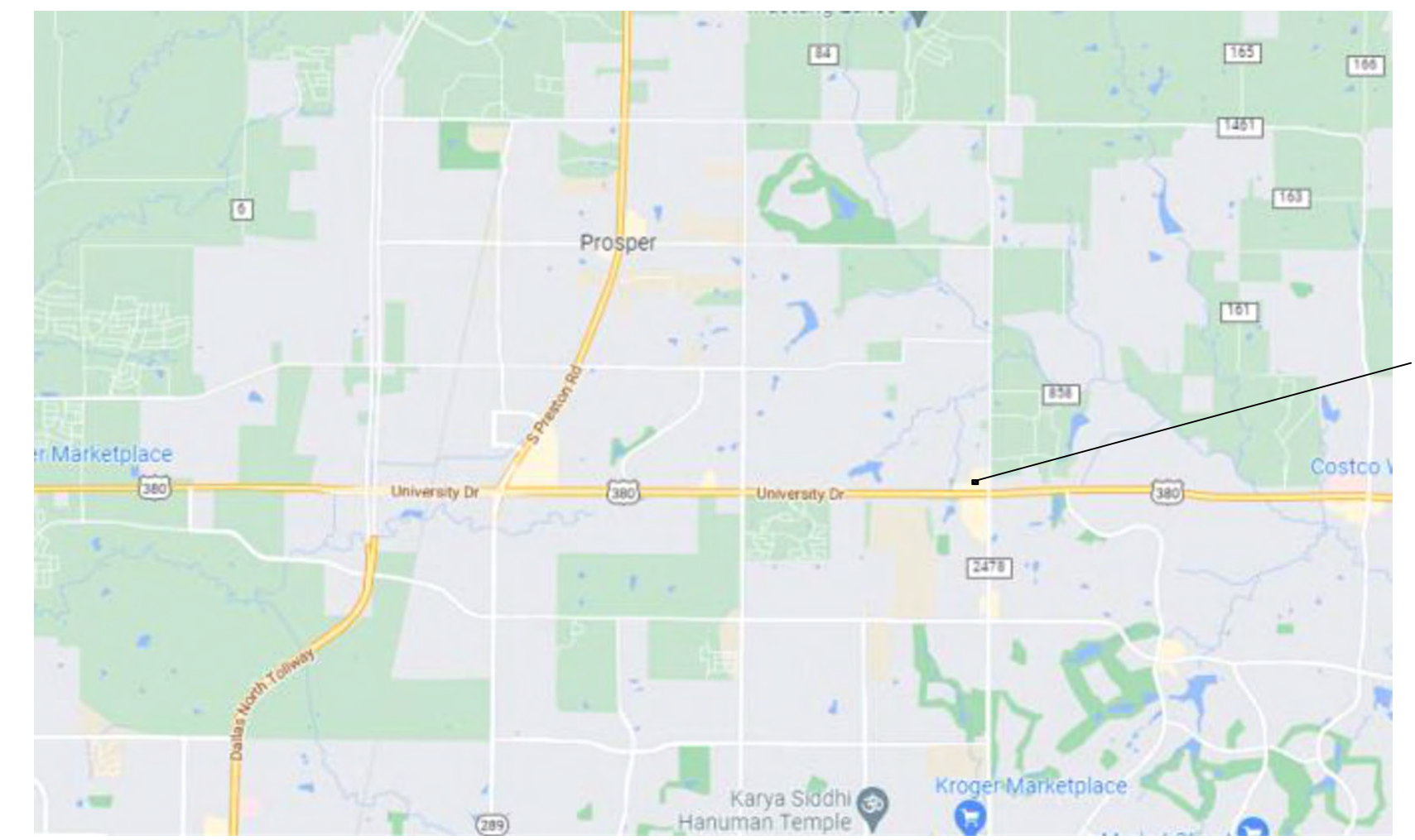
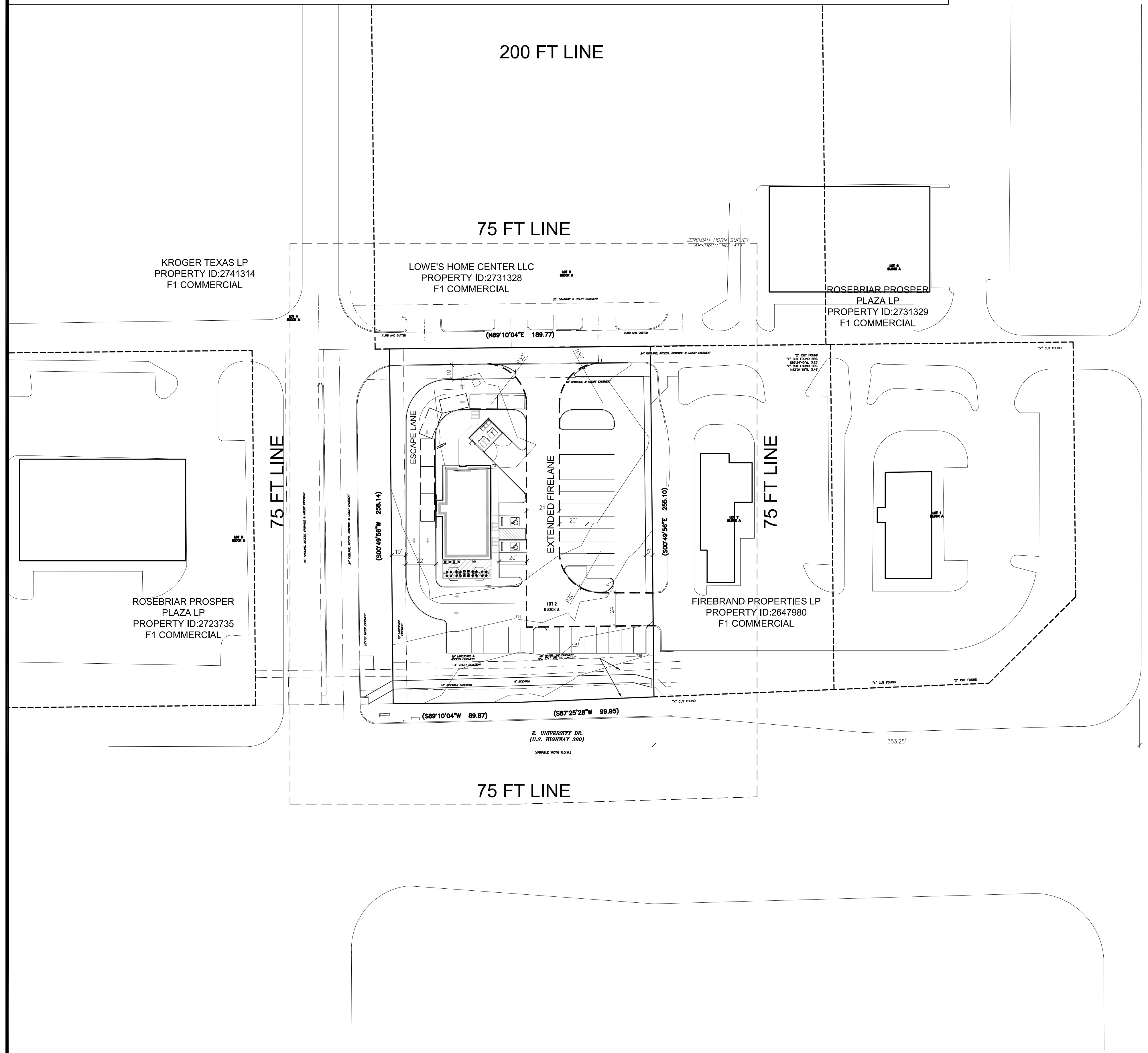
THENCE, along the north line of said Lot 2, the south line of said Lot 5, North 89 degrees, 10 minutes, 04 seconds East, a distance of 189.77 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199";

THENCE, departing said common line, South 00 degrees, 49 minutes, 56 seconds East, a distance of 255.10 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199" in said north right of way line;

THENCE, along said north right of way line, the south line of said Lot 2, South 87 degrees, 25 minutes, 28 seconds West, a distance of 99.95 feet to a 5/8" iron rod found;

THENCE, continuing along said common line South 89 degrees, 10 minutes, 04 seconds West, a distance of 89.87 feet to the POINT OF BEGINNING, and containing 48,835 square feet, or 1.1211 acres of land, more or less.

# S22-0002 SPECIFIC USE PERMIT (SITE PLAN)



VICINITY MAP

Scale: NTS

### STANDARD NOTES

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
  - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
  - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
  - BUILDINGS OF 5,000 SQUARE FEET OR GRATER 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 ACCESSABILITY 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 RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
  - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
  - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
  - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
  - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
  - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF 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.

ZONING:	COMMERCIAL
PROPOSED USE:	RESTAURANT
LOT AREA:	48,835 SF 1.121 ACRES
BUILDING AREA (GROSS):	2,400 SF
BUILDING HEIGHT:	19 FT 4 IN
LOT COVERAGE(%):	4.9%
FLOOR AREA RATIO:	0.05:1
TOTAL PARKING REQUIRED (W/RATIO):	29 PS
PATIO 1PS/100SF	5 PS
RESTAURANT 1 PS/100 SF	24 PS
TOTAL PARKING PROVIDED:	42 PS
NUMBER OF HANDICAPPED SPACES REQUIRED:	2 PS
NUMBER OF HANDICAP SPACES PROVIDED:	2 PS
PERCENTAGE OF LANDSCAPE REQUIRED (% AND SF):	10% 4,884 SF
PERCENTAGE OF LANDSCAPE PROVIDED (% AND SF):	27% 13,207 SF
SQUARE FOOTAGE OF IMPERVIOUS SURFACE:	35,628 SF

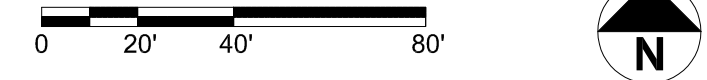
**OWNER:**  
 WS Residential Investments LLC  
 170 Westcott  
 Houston, TX 77007  
 Phone (281) 816-6550  
 Eric Walker

**APPLICANT:**  
 Identity Architects  
 111 Travis St  
 Houston, TX 77002  
 Phone: (713) 595-2191  
 William Kalkman

**SURVEYOR:**  
 Landpoint  
 6410 Southwest Blvd Ste 127  
 Fort Worth, TX 76109  
 Phone: (817) 554-1805  
 Robert Maloy

SITE PLAN

Scale: 1" = 40'-0"



111 Travis Street, Houston, Texas 77002  
 www.identityarchitects.com 713.595.2150

### EXHIBIT B

May 10, 2022

PROSPER PLAZA  
 TRACT 1 LOT 2 BLOCK A  
 VOLUME 2009, PAGE 140 O.P.R.C.C.T  
 JEREMIAH HORN SURVEY, ABSTRACT NO. 411  
 1.121 ACRES

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	
	19	Ilex vomitoria Yaupon Holly	30 gal.	
	21	Lagerstroemia indica x fauriei 'Tuscarora' Tuscarora Crape Myrtle	30 gal.	
	7	Quercus virginiana Live Oak	3" Cal.	
	10	Taxodium distichum Bald Cypress	3" Cal.	
	12	Vitex agnus-castus Chaste Tree	30 gal.	
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	
	19	Cleyera japonica Cleyera	3 gal.	
	48	Ilex cornuta 'Burfordii Nana' Dwarf Burford Holly	5 gal.	
	15	Ilex vomitoria 'Nana' Dwarf Yaupon Holly	3 gal.	
	198	Miscanthus sinensis 'Little Kitten' Dwarf Maiden Grass	5 gal.	
	51	Myrica pusilla Dwarf Wax Myrtle	5 gal.	
	50	Plumbago auriculata Plumbago	3 gal.	
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	17,523 sf	Cynodon dactylon '419 Hybrid' Bermuda Grass	sod	
	281	Liriope muscari 'Big Blue' Big Blue Lilyturf	1 gal.	18" o.c.

Town of Prosper landscape general notes

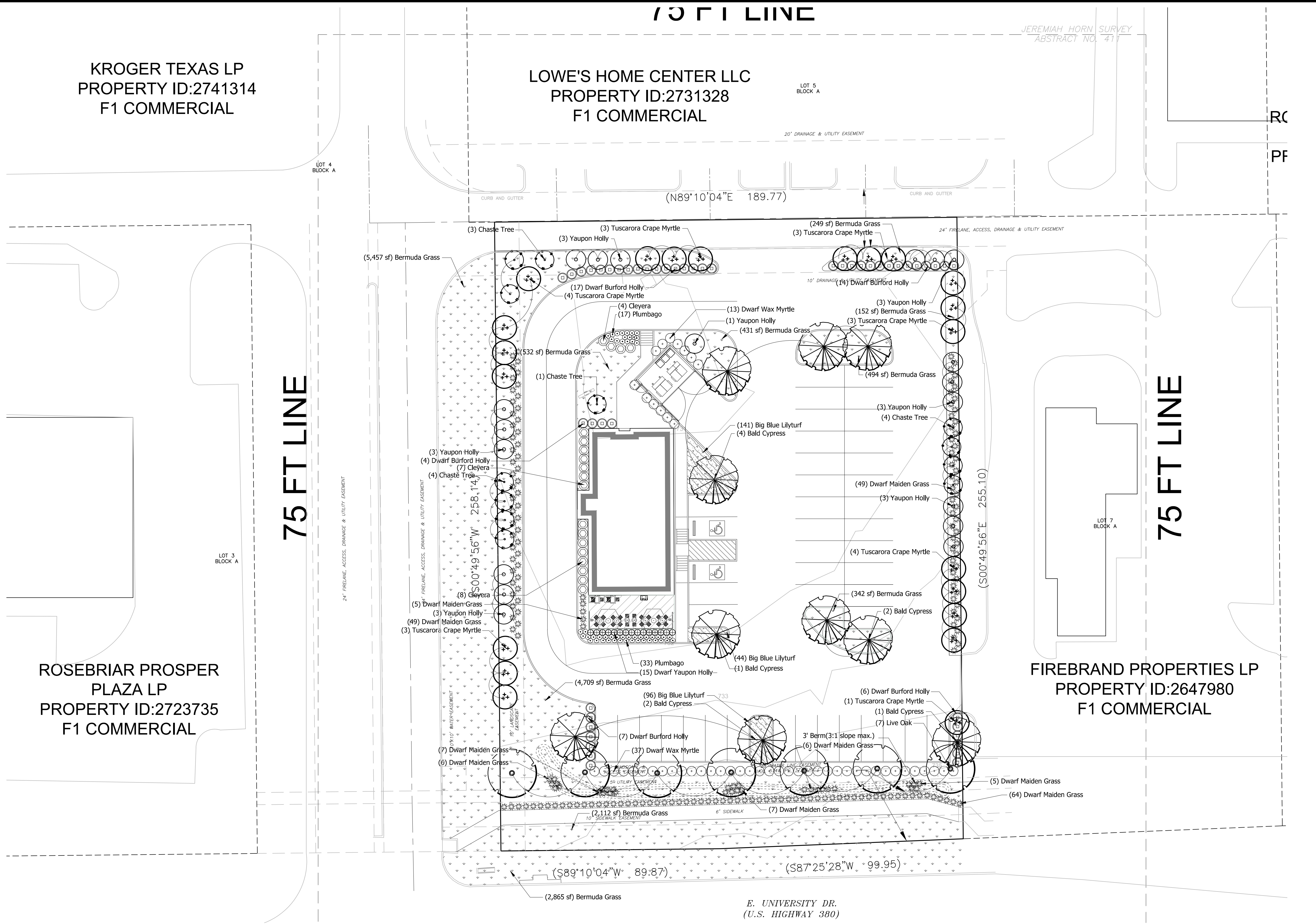
- Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
- All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
- All turf areas to be established prior to the Certificate of Occupancy, unless otherwise approved by the Town.
- Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
- Trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls, and/or other healthy root growth.
- Tree pits shall have roughened sides and be two to three times wider than the root ball of the tree in order to facilitate healthy root growth.
- Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berming, or devise alternative drainage.
- Trees shall not be planted deeper than the base of the "trunk flare".
- The tree pit shall be backfilled with native topsoil free of rock and other debris.
- Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
- Trees shall not be watered to excess that results in soil saturation. If soil becomes saturated, the watering schedule shall be adjusted to allow for drainage and absorption of the excess water.
- A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2" from the trunk of the tree.
- No person(s) or entity may use improper or malicious maintenance or pruning techniques which would likely lead to the death of the tree. Improper or malicious techniques include, but are not limited to, topping or other unsymmetrical trimming of trees, trimming trees with a backhoe, or use of fire or poison to cause the death of a tree.
- Topsoil shall be a minimum of eight (8) inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
- All plant beds shall be top-dressed with a minimum of three (3) inches of mulch.
- Trees overhanging walks and parking shall have a minimum clear trunk height of seven (7) feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of fourteen (14) feet.
- A visibility triangle must be provided at all intersections, where shrubs are not to exceed thirty (30) inches in height, and trees shall have a minimum clear trunk height of nine (9) feet.
- Trees planted on a slope shall have the tree well at the average grad of slope.
- No shrubs shall be permitted within areas less than three (3) feet in width. All beds less than three (3) feet in width shall be grass, groundcover, or some type of fixed paving.
- The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within thirty (30) days unless otherwise approved in writing by the Town of Prosper.
- Landscape and open areas shall be kept free of trash, litter, and weeds.
- An automatic irrigation system shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the Building Inspection Division is required for each irrigation system.
- No plant material shall be allowed to encroach on right-of-way, sidewalks, or easements to the extent that the vision or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
- No planting areas shall exceed 3:1 slope (3 ft Horizontal to 1 ft Vertical).
- Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grad of the berm prior to acceptance.
- All walkways shall meet ADA and TAS requirements.
- Contact Town of Prosper Parks and Recreation Division at (972) 569-1160 for landscape inspection. Note that landscape installation must comply with approved landscape plans prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
- Final inspection and approval of screening walls, irrigation, and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances, to be accessible, adjusted to grade, and to the Town of Prosper's Public Works Department standards.
- Prior to calling for a landscape inspection, the contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.

ROSEBRIAR PROSPER  
PLAZA LP  
PROPERTY ID:2723735  
F1 COMMERCIAL

KROGER TEXAS LP  
PROPERTY ID:2741314  
F1 COMMERCIAL

LOWE'S HOME CENTER LLC  
PROPERTY ID:2731328  
F1 COMMERCIAL

JEREMIAH HORN SURVEY  
ABSTRACT NO. 41



TOTAL PARKING REQUIRED (W/RATIO):	29 PS
PATIO 1PS/100SF	5 PS
RESTAURANT 1 PS/100 SF	24 PS
TOTAL PARKING PROVIDED:	42 PS
NUMBER OF HANDICAPPED SPACES REQUIRED:	2 PS
NUMBER OF HANDICAP SPACES PROVIDED:	2 PS
PARKING LANDSCAPE AREA REQUIRED 45 X15 = 630 SF	
PARKING LANDSCAPE PROVIDED = 1341 SF	
PERCENTAGE OF LANDSCAPE REQUIRED (% AND SF):	10% 4,884 SF
PERCENTAGE OF LANDSCAPE PROVIDED (% AND SF):	27% 13,207 SF
SQUARE FOOTAGE OF IMPERVIOUS SURFACE:	35,628 SF

- ONE 3" CAL TREE / 30 LF ROADWAY = UNIVERSITY 190 / 30 = 7 TREES REQUIRED
- 7 3" LIVE OAK PROVIDED
- 15 5 GAL SHRUBS FOR EVERY STREET TREE REQUIRED 7 X 15 = 95 SHRUBS REQUIRED
- 95 SHRUBS PROVIDED
- ONE SMALL TREE, ONE 5 GAL SHRUB EVERY 15 LF PERIMETER LANDSCAPING
- EAST PROPERTY LINE 255/15 = 17 TREES & 17 SHRUBS REQUIRED
- 17 TREES & 49 SHRUBS PROVIDED
- WEST PROPERTY LINE 258/15 = 17 TREES & 17 SHRUBS REQUIRED
- 17 TREES & 49 SHRUBS PROVIDED
- NORTH PROPERTY LINE 190/15 = 13 TREES & 13 SHRUBS REQUIRED
- 15 TREES & 31 SHRUBS PROVIDED

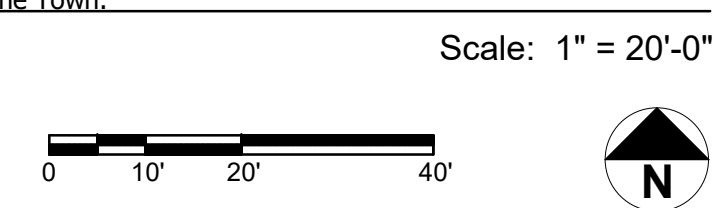
EXHIBIT C LANDSCAPE PLAN

May 10, 2022  
US-380 & CUSTER RD.  
PROSPER, TX  
124-22-157 Landscape Base 4

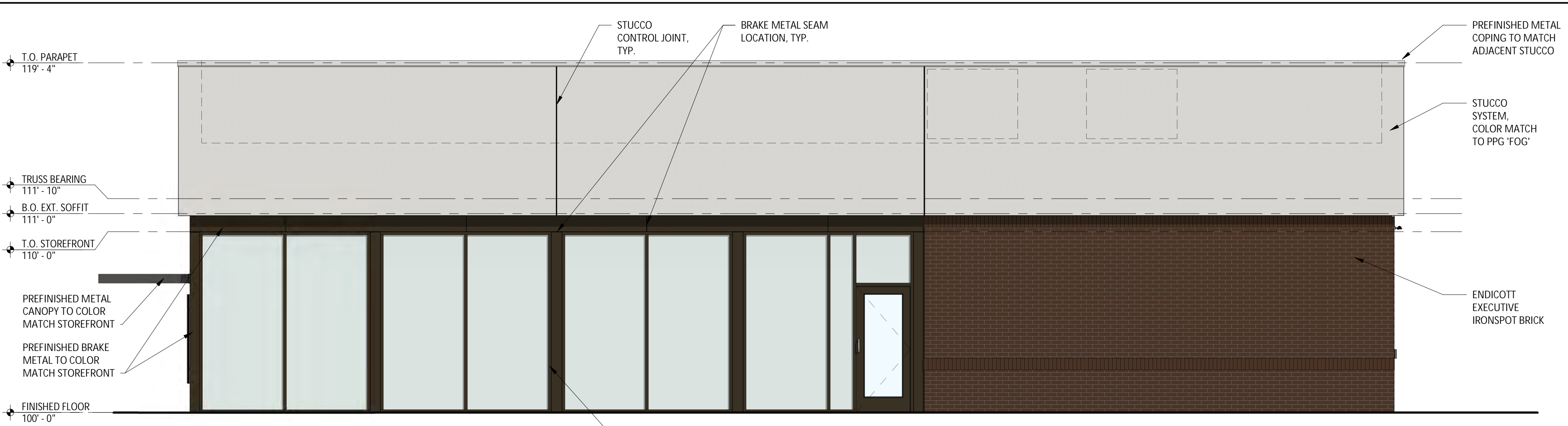
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111 Travis Street, Houston, Texas 77002  
www.identityarchitects.com 713.595.2150







**1** EXT ELEV - EAST  
 FPR 1/4" = 1'-0"

**MATERIAL CALCULATION**

MATERIAL	SOUTH		EAST		NORTH		WEST		TOTAL	
	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%
TOTAL ELEVATION AREA	1395	100	881	100	1357	100	661	100	4294	100
NON-GLAZED DOORS AND WINDOWS	0	0%	0	0%	27	4%	0	0%	27	1%
GLAZED DOORS AND WINDOWS	317	27%	378	29%	8	1%	140	12%	843	20%
TOTAL (WITHOUT FENESTRATIONS)	1167		1291		650		1136		4244	
BRICK (BROWN & IRONSPOT)	507	60%	287	31%	358	60%	492	49%	1644	49%
STUCCO (3 STEP)	290	34%	561	62%	257	40%	464	47%	1572	46%
METAL ACCENT	53	6%	65	7%	0	0%	40	4%	158	5%

**FINISH MATERIALS**

BRICK 1	ENDICOTT IRONSPOT EXECUTIVE IRONSPOT THIN BRICK	MT-01	METAL PPG 'KNIGHTS ARMOR'
BRICK 2	ENDICOTT IRONSPOT MANGANESE IRONSPOT THIN BRICK	STRFNT	KAWNEER DARK BRONZE
STUCCO	3-STEP STUCCO PPG 'FOG'	NOTE: THREE COAT STUCCO IS APPLIED IN THREE LAYERS: 3/8-INCH THICK SCRATCH COAT, 3/8-INCH THICK BROWN COAT, AND APPROXIMATE 1/8 INCH THICK FINISH COAT. THE APPROXIMATELY 7/8-INCH THREE COAT SYSTEM IS APPLIED OVER AN APPROVED WEATHER-RESISTIVE BARRIER AND METAL LATH EITHER BY HAND USING A TROWEL OR BY MACHINE APPLICATION	

Consultant:

**ARCHITECT OF RECORD**  
**ROGUE ARCHITECTS**  
 513 MAIN STREET, SUITE 300  
 FORT WORTH, TEXAS 76102  
 (817) 820-0433

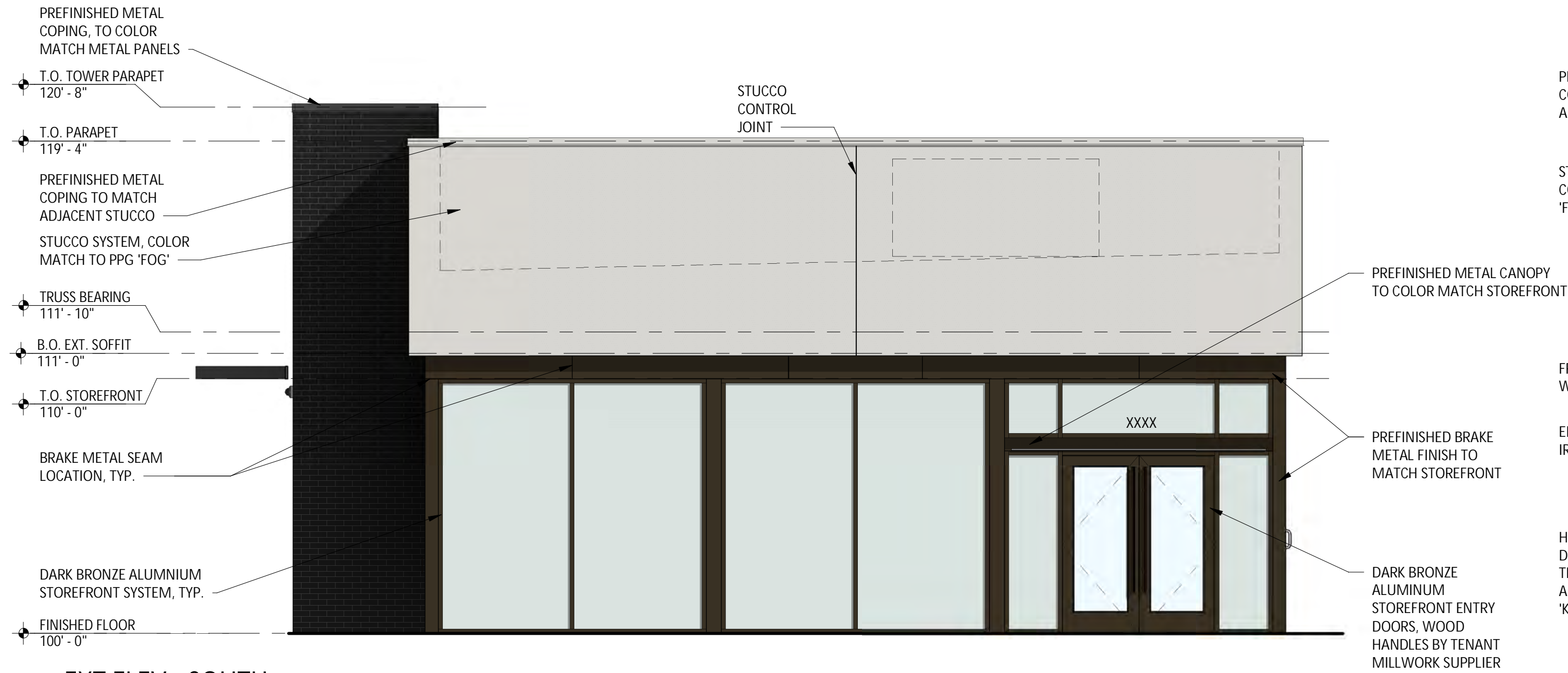
SEAL  
 REGISTERED ARCHITECT  
 DO J. RORNSCHOLD  
 STATE OF TEXAS  
 18205

FACADE PLAN - 03/28/22

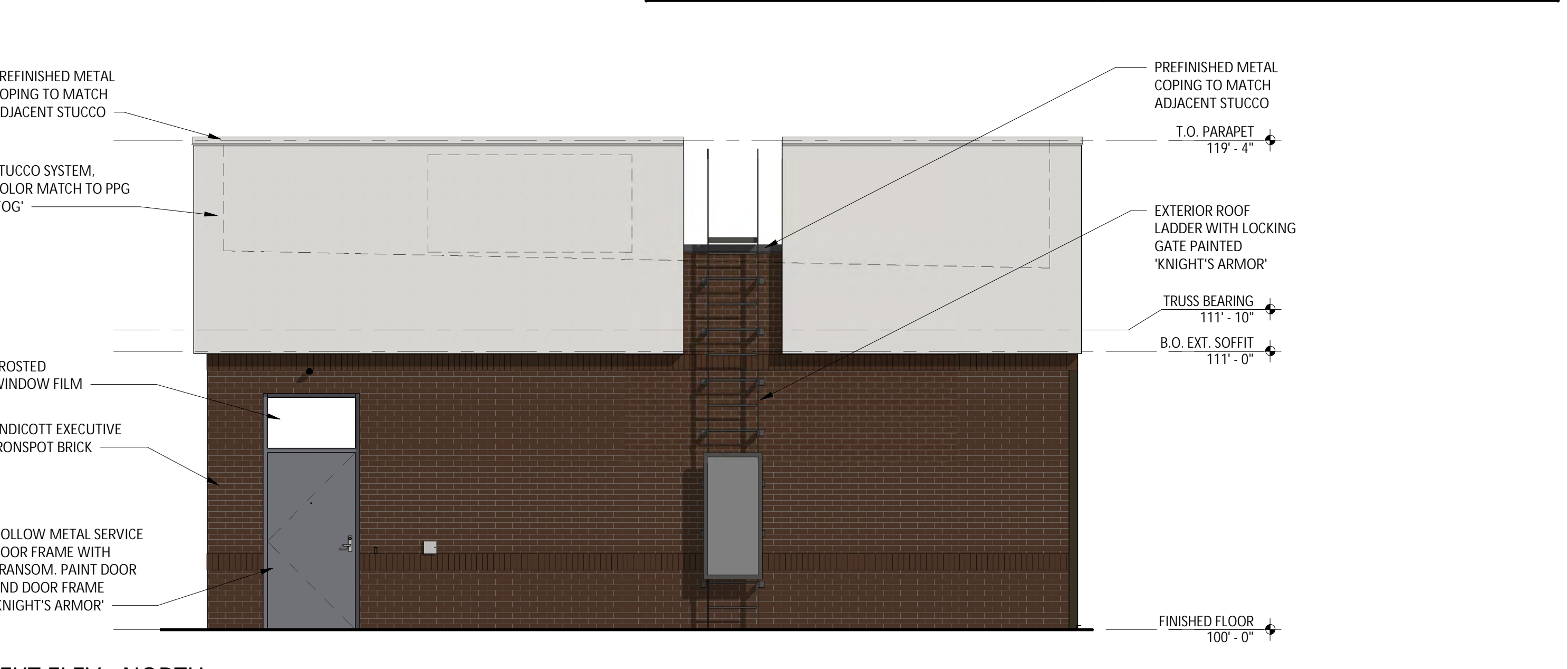
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**CHIPOTLE**  
 MEXICAN GRILL

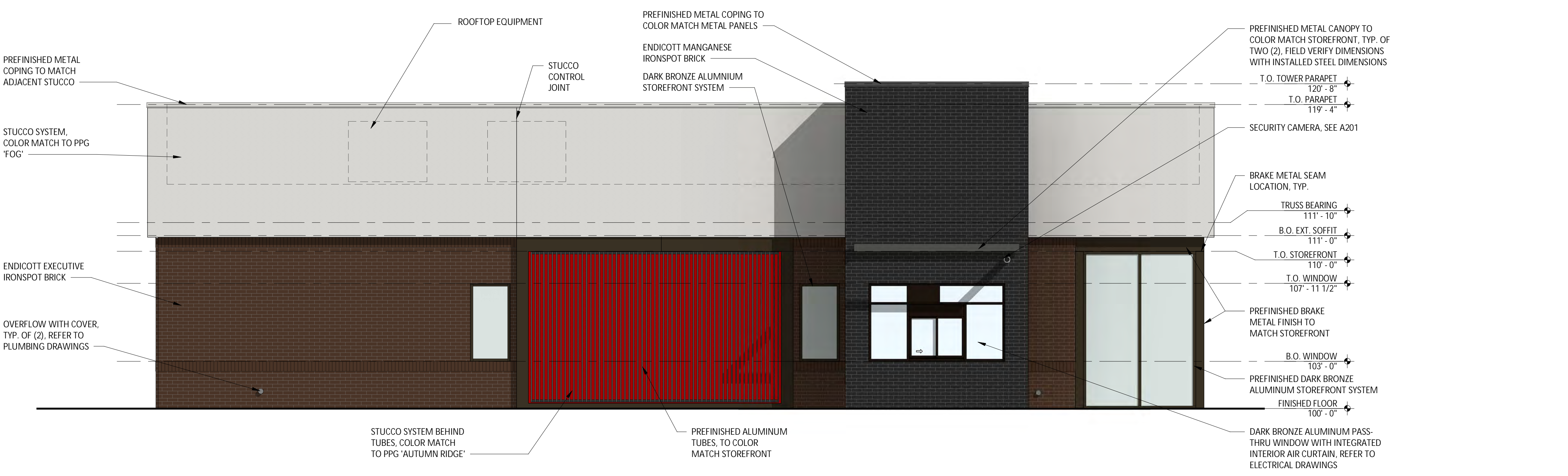
CHIPOTLE MEXICAN GRILL, INC.  
 PO BOX 182566  
 COLUMBUS, OH 43218-2566  
 TELEPHONE: 614.318.2400  
 INTERNET: WWW.CHIPOTLE.COM



**2** EXT ELEV - SOUTH  
 FPR 1/4" = 1'-0"



**3** EXT ELEV - NORTH  
 FPR 1/4" = 1'-0"



**4** EXT ELEV - WEST  
 FPR 1/4" = 1'-0"

**GENERAL NOTES**

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. AN ONSITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ON THE STRUCTURE UNTIL A GREEN TAG IS RECEIVED BY THE PLANNING DIVISION.
6. AN APPROVED FACADE PLAN SHALL BE POSED ONSITE AT ALL TIMES.

**RESTAURANT WITH DRIVE-THRU  
 PROSPER PLAZA  
 TRACT 1, BLOCK A, LOT 2**

FACADE PLAN: #SC22-0002  
 SUBMITTAL DATE: 03/28/2022

ARCHITECT:  
 ROGUE ARCHITECTS  
 513 MAIN STREET, STE 300  
 FORT WORTH, TX 76102  
 CONTACT: ASHLEY MORELAND  
 T: (817) 820-0433

OWNER:  
 WS RESIDENTIAL INVESTMENTS, LLC  
 170 WESTCOTT  
 HOUSTON, TX 77007  
 CONTACT: ERIC WALKER  
 T: (281) 816-6550

SURVEYOR  
 LANDPOINT  
 6410 SOUTHWEST BLVD, STE 127  
 FORT WORTH, TX 76109  
 CONTACT: ROBERT MALOY  
 T: (817) 554-1805

Issue Record:

Date	Description	By

Revisions:

Revision	Description

Drawn: T. GRANDORF      Checked: A. MORELAND

Project No.: ROGUE #22-0032

Contents:  
 FACADE PLAN



## PLANNING

**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Mario Canizares, Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services**

**Re: Development Agreement Prosper Plaza**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Eric Walker, and the Town of Prosper, Texas, related to the Prosper Plaza development, located on the north side of US 380, west of Custer Road.

**Description of Agenda Item:**

On June 14, 2022, the Town Council approved the proposed request, by a vote of 5-2 subject to the applicant to reposition the outdoor trash receptacle to be screen along U.S Highway 380 and the existing billboard on the property shall be removed within 90 days of the effective date of this ordinance.

Town Staff has recently received the signed development agreement within the last 30 days and is now ready to take this item and the ordinance for execution.

A Development Agreement has been prepared accordingly.

**Legal Obligations and Review:**

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

**Attachments:**

1. Development Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Eric Walker, and the Town of Prosper, Texas, related to the Prosper Plaza development, located on the north side of US 380, west of Custer Road.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Development Agreement between Eric Walker, and the Town of Prosper, Texas, related to the Prosper Plaza development, located on the north side of US 380, west of Custer Road.

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Eric Walker (“Owner”) (individually, a “Party” and collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

**WHEREAS**, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Owner is developing an approximate 1.12-acre tract (the “Property”) generally located at the northwest corner of University Drive and Custer Road in the Town, and a legal description and a depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, a specific use permit for a Restaurant with Drive-Through Service was approved by the Town Council on or about June 14, 2022, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Owner’s reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, “Façade Plan,” attached hereto and incorporated herein, including but not limited to building materials and elevations. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.
2. **Outdoor Trash Receptacle.** Owner shall endeavor to reposition the outdoor trash receptacle so that its opening faces in a northeasterly direction and is otherwisely screened from view along U.S. Highway 380.
3. **Removal of Billboard.** As of the Effective Date of this Agreement, there is a billboard located on the property. Within ninety (90) days of the Effective Date of this Agreement, the billboard shall be removed from the Property.
4. **Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owner and its heirs, representatives, successors and assigns. This

Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

5. **Applicability of Town Ordinances.** Owner shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

6. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

7. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

8. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town:           The Town of Prosper  
250 W. First Street  
P.O. Box 307  
Prosper, Texas 75078  
Attention: Town Manager

If to Owner:             WS Residential Investments, LLC  
170 Westcott  
Houston, Texas 77007  
Attention: Eric Walker

9. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable

costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

**10. Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

**11. Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

**12. Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

**13. Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

**14. Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

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

**16. Notification of Sale or Transfer; Assignment of Agreement.** Except with respect to a sale or transfer to a related entity of Owner, Owner shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or

transfer to a related entity of Owner, a copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**17. Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**18. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

**20. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

**21. Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

**22. 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.

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

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

Name: Mario Canizares

Title: Town Manager

**STATE OF TEXAS            )**

**)**

**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_ day of February, 2023, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

My Commission Expires: \_\_\_\_\_



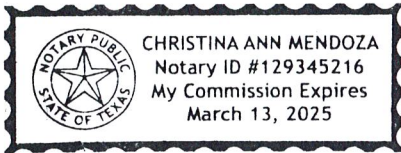
OWNER:

ERIC WALKER

By: [Signature]  
Name: Eric Walker

STATE OF TEXAS     )  
                                  )  
COUNTY OF Harris    )

This instrument was acknowledged before me on the 2 day of February, 2022, by Eric Ealker in his capacity as Owner, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.



Christina Ann Mendoza  
Notary Public, State of Texas  
My Commission Expires: 3.13.2025



**EXHIBIT "A"****LEGAL DESCRIPTION OF THE LAND**

BEING a tract of land situated in the City of Prosper, Collin County, Texas out of the Jeremiah Horn Survey, Abstract No. 411 and being all of Lot 2, Block A, Prosper Plaza, according to the revised plat thereof recorded in Volume 2008, Page 564, Map Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199" in the north right of way line of U.S. Highway 380 (variable-width right of way), the southwest corner of said Lot 2, the southeast corner of Lot 3, of said Block A;

THENCE, departing said north right of way line, along the west line of said Lot 2, the east line of said Lot 3, North 00 degrees, 49 minutes, 56 seconds West, a distance of 258.14 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199", the northwest corner of said Lot 2, lying in the south line of Lot 5 of said Block, A;

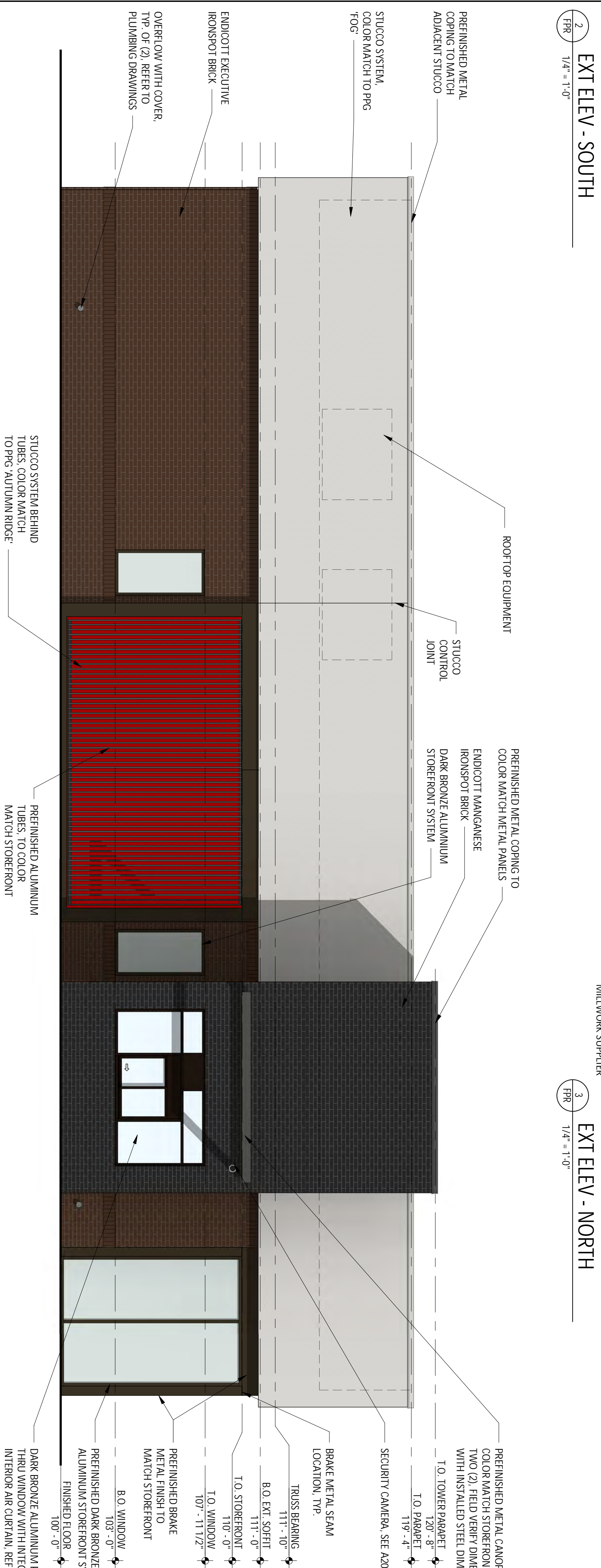
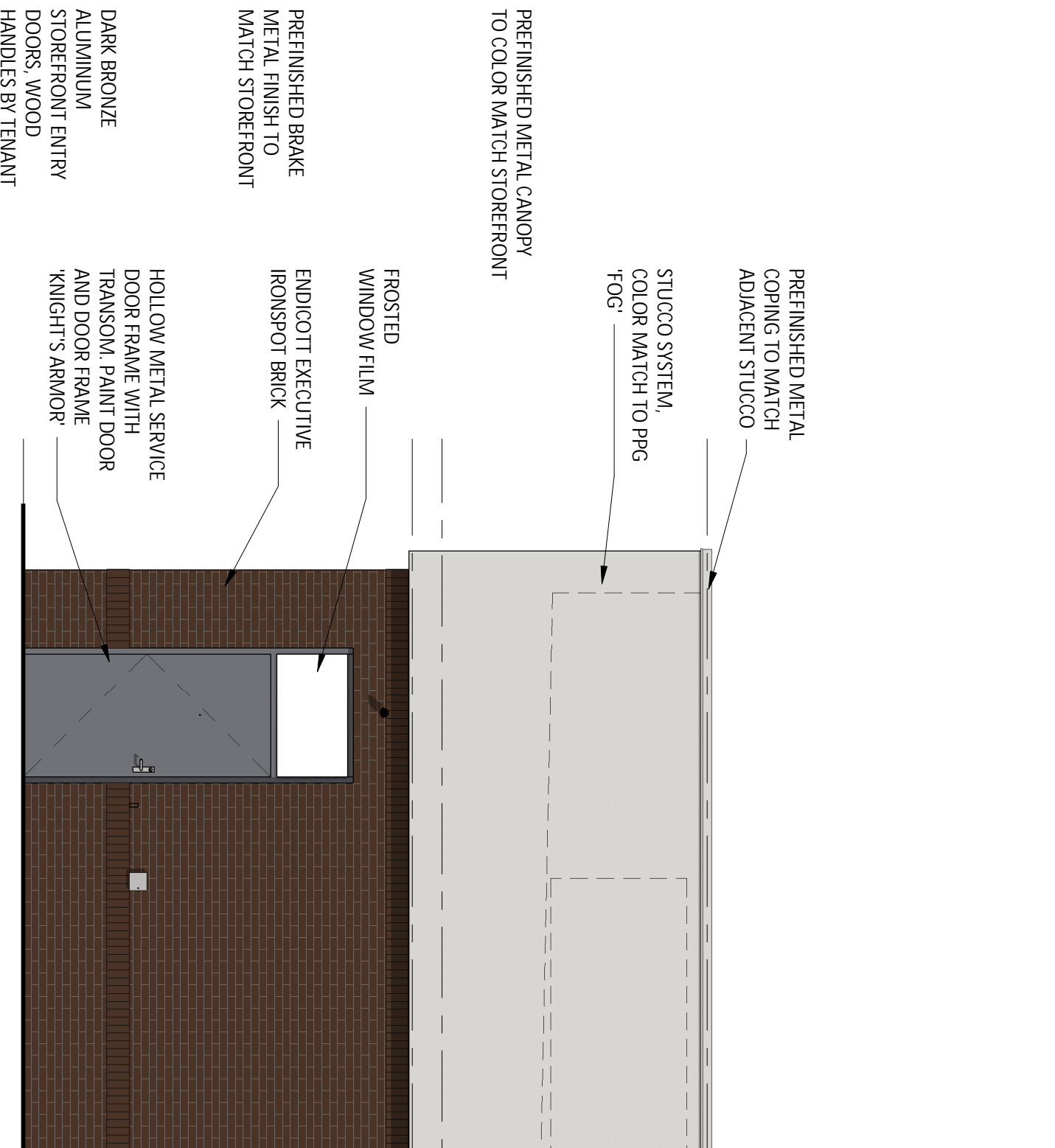
THENCE, along the north line of said Lot 2, the south line of said Lot 5, North 89 degrees, 10 minutes, 04 seconds East, a distance of 189.77 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199";

THENCE, departing said common line, South 00 degrees, 49 minutes, 56 seconds East, a distance of 255.10 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199" in said north right of way line;

THENCE, along said north right of way line, the south line of said Lot 2, South 87 degrees, 25 minutes, 28 seconds West, a distance of 99.95 feet to a 5/8" iron rod found;

THENCE, continuing along said common line South 89 degrees, 10 minutes, 04 seconds West, a distance of 89.87 feet to the POINT OF BEGINNING, and containing 48,835 square feet, or 1.1211 acres of land, more or less.

# Exhibit B

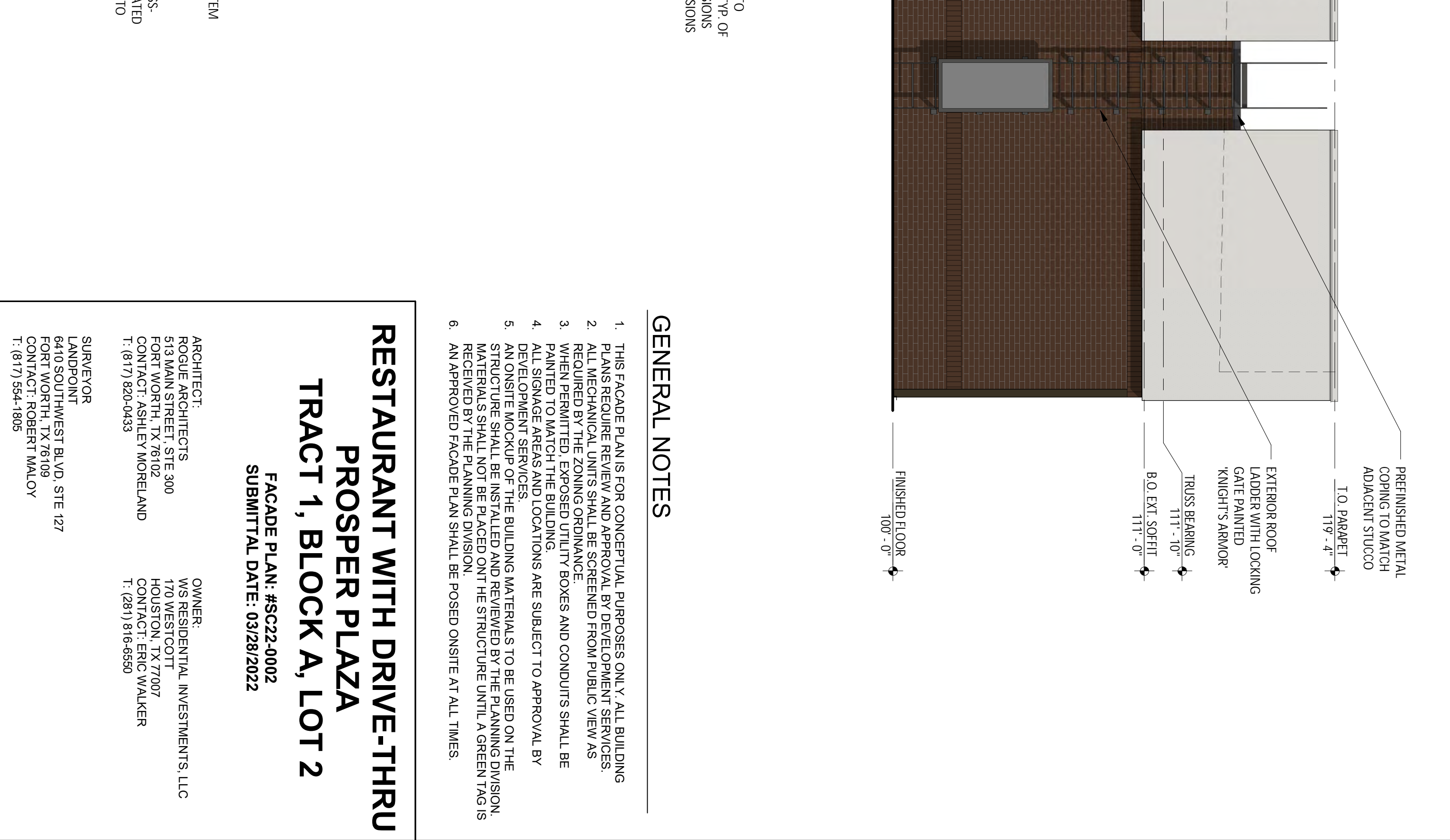


		MATERIAL CALCULATION									
		SOUTH		EAST		NORTH		WEST		TOTAL	
MATERIAL	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%	
TOTAL ELEVATION AREA	1395	100	881	100	1357	100	661	100	4294	100	
NON-GLAZED DOORS AND WINDOWS	0	0%	0	0%	27	4%	0	0%	27	1%	
GLAZED DOORS AND WINDOWS	317	22%	378	29%	8	1%	140	12%	843	20%	
TOTAL (WITHOUT FENESTRATIONS)	1167		1291		650		1136		4244		
BRICK (BROWN & IRONSPOT)	507	60%	287	31%	358	60%	492	49%	1644	49%	
STUCCO (3 STEP)	290	34%	561	62%	257	40%	464	47%	1572	46%	
METAL ACCENT	53	6%	65	7%	0	0%	40	4%	158	5%	

FINISH MATERIALS			
BRICK 1		ENDICOTT IRONSPOT BRICK	METAL PPG KNIGHT'S ARMOR
BRICK 2		ENDICOTT IRONSPOT THIN BRICK	KAWNEER DARK BRONZE
STUCCO		3-STEP STUCCO PPG FOG	

NOTE: THREE COAT STUCCO IS APPLIED IN THREE LAYERS: 3/8" THICK SCRATCH COAT, 3/8" THICK BROWN COAT, AND 3/8" THICK FINISH COAT. THE FINISH COAT IS APPLIED OVER AN APPROVED WEATHER-RESISTIVE BARRIER AND METAL LATH EITHER BY HAND USING A TROWEL OR BY MACHINE APPLICATION.



### GENERAL NOTES

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
3. PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. AN ON-SITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE UNISON MATERIALS SHALL NOT BE PLACED ON THE STRUCTURE UNTIL A GREEN TAG IS RECEIVED BY THE PLANNING DIVISION.
6. AN APPROVED FACADE PLAN SHALL BE POSED ON-SITE AT ALL TIMES.

## RESTAURANT WITH DRIVE-THRU PROSPER PLAZA TRACT 1, BLOCK A, LOT 2

FACADE PLAN: #SC22-0002  
SUBMITTAL DATE: 03/28/2022

ARCHITECT:  
ROGUE ARCHITECTS  
1500 W. RESIDENTIAL  
FORT WORTH, TX 76102  
CONTACT: ASHLEY MORELAND  
T. (817) 820-0453

OWNER:  
WVS RESIDENTIAL INVESTMENTS, LLC  
1500 W. RESIDENTIAL  
HOUSTON, TX 77007  
CONTACT: ERIC WALKER  
T. (281) 816-6550

SURVEYOR:  
LANDPOINT  
6410 SOUTHWEST BLVD, STE 127  
FORT WORTH, TX 76109  
CONTACT: ADRIAN MALOY  
T. (817) 554-4885

Consultant:  
**ARCHITECT OF RECORD**  
**ROGUE ARCHITECTS**  
519 MAIN STREET, SUITE 300  
FORT WORTH, TEXAS 76102  
(817) 820-0453

SEAL

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FACADE PLAN - 03/28/22

CHIPOTLE MEXICAN GRILL, INC.  
PO BOX 182546  
COLUMBUS, OH 43218-2546  
TELEPHONE: 614.318.2500  
INTERNET: WWW.CHIPOTLE.COM

STORE NO.: 4429  
CUSTER & 380  
PROSPER, TX 75078

Revised Record

Drawn: \_\_\_\_\_ Checked: \_\_\_\_\_  
T. GRANDORF A. MORELAND

Project No. \_\_\_\_\_  
ROGUE #22-0022

Consent:  
FACADE PLAN

FPR



## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Mario Canizares, Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services

**Re:** SUP Child Care Center

**Town Council Meeting – February 28, 2023**

---

**Agenda Item:**

Consider and act upon an ordinance to amend a Specific Use Permit-19 (S-19) for a Child Care Center, licensed on 2.3± acres, located on the north side of Prairie Drive, west of Legacy Drive. (S22-0010)

**Description of Agenda Item:**

On January 24, 2023, the Town Council approved the proposed request, by a vote of 7-0. A zoning ordinance has been prepared accordingly.

**Legal Obligations and Review:**

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

**Attachments:**

1. Ordinance
2. Ordinance Exhibit

**Town Staff Recommendation:**

Town Staff recommends approval of an ordinance to amend a Specific Use Permit-19 (S-19) for a Child Care Center, licensed on 2.3± acres, located on the north side of Prairie Drive, west of Legacy Drive. (S22-0010)

**Proposed Motion:**

I move to approve an ordinance to rezone to amend a Specific Use Permit-19 (S-19) for a Child Care Center, licensed on 2.3± acres, located on the north side of Prairie Drive, west of Legacy Drive. (S22-0010)

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE SPECIFIC USE PERMIT (S-19) FOR A CHILD DAY CARE CENTER, LOCATED IN THE PROSPER CENTER ADDITION, BLOCK A, LOT 1R, ON 2.37 ACRES, MORE OR LESS, IN THE L. NETHERLY SURVEY, ABSTRACT NO. 962, IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from SRKMR Real Estate Holding 2, LLC ("Applicant") amending Specific Use Permit-19 (S-19) for a child day care center, located in the Prosper Center Addition, Block A, Lot 1R, zoned Planned Development-65-Single Family, consisting of 2.37 acres of land, more or less, in the L. Netherly Survey, Abstract No. 962, in the Town of Prosper, Denton County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

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

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

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

### **SECTION 1**

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

### **SECTION 2**

Specific Use Permit Granted. The Town's Zoning Ordinance is amended as follows: Applicant is granted an amended Specific Use Permit-19 (S-19) for a child day care center, located in the Prosper Center Addition, Block A, Lot 1R, zoned Planned Development-65-Single Family, consisting of 2.37 acres of land, more or less, in the L. Netherly Survey, Abstract No. 962, in the Town of Prosper, Denton County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with 1) the concept plan, attached hereto as Exhibit "B," 2) the landscape plan, attached hereto as Exhibit "C," and 3) the concept elevations, attached hereto as Exhibit "D"; which are incorporated herein for all purposes as if set forth verbatim.

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

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

### **SECTION 6**

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

subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 7**

Savings/Repealing Clause. Prosper’s Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF FEBRUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

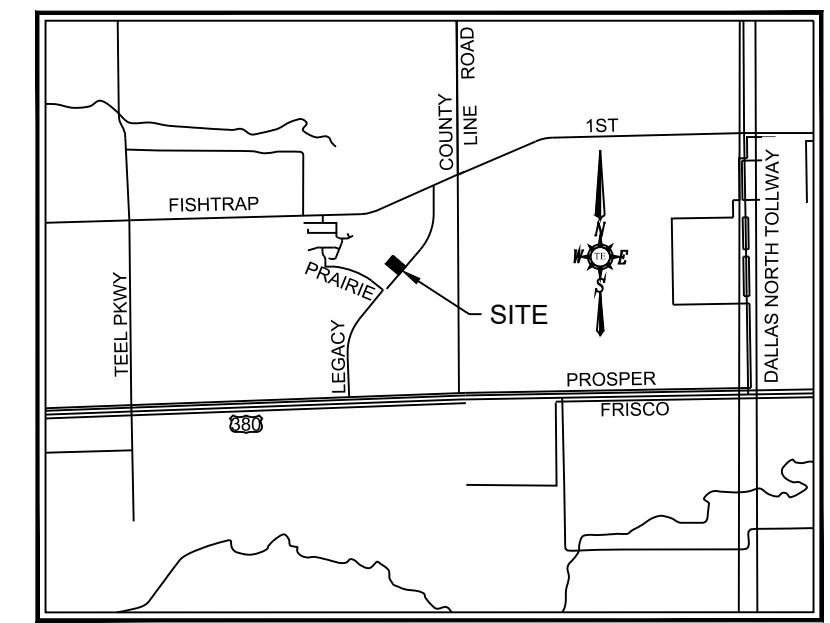
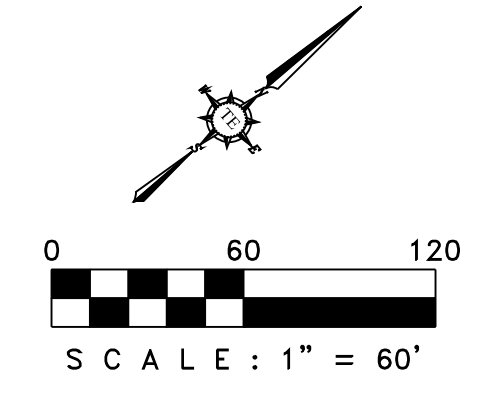
**APPROVED AS TO FORM AND LEGALITY:**

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



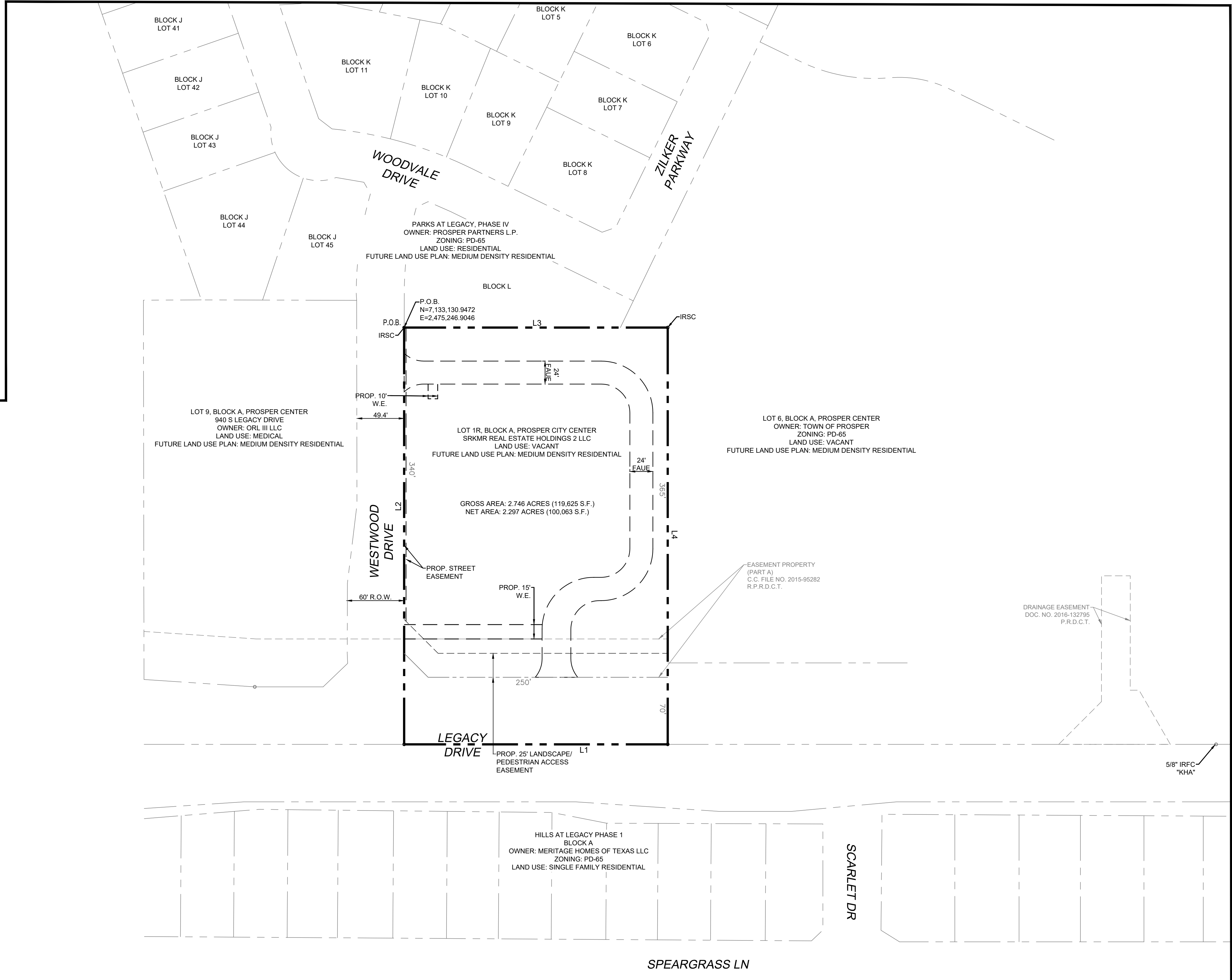
# LITTLE WONDERS MONTESSORI SITE DEVELOPMENT

2.746 ACRES IN THE L. NETHERLY SURVEY ABSTRACT NO. 962  
TOWN OF PROSPER, DENTON COUNTY, TEXAS



VICINITY MAP  
N.T.S.

LEGEND	
L.B	LANDSCAPE BUFFER
F.A.U.E	FIRE LANE ACCESS & UTILITY EASEMENT
W.E	WATER EASEMENT



**LEGAL DESCRIPTION**

BEING A TRACT OF LAND SITUATED IN THE L. NETHERLY SURVEY, ABSTRACT NO. 962, TOWN OF PROSPER, DENTON COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK A OF BLOCK A, LOT 1, AND BLOCK D, LOT 1, PROSPER CENTER, ACCORDING TO THE REVISED CONVEYANCE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015-242 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND VOLUME 2015, PAGE 344 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR THE SOUTHWEST CORNER OF A CALLED 2.923 ACRE TRACT OF LAND DEDICATED TO THE TOWN OF PROSPER, AS RECORDED IN DOCUMENT NO. 2016-241 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, COMMON TO THE SOUTHEAST CORNER OF A CALLED 4.494 ACRE TRACT OF LAND DEDICATED TO THE TOWN OF PROSPER, AS RECORDED IN SAID REVISED CONVEYANCE PLAT, SAME BEING IN THE CENTERLINE OF LEGACY DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE NORTH 49°22'13" WEST, DEPARTING THE CENTERLINE OF SAID LEGACY DRIVE, ALONG THE SOUTHWESTERLY LINE OF SAID 4.494 ACRE TRACT AND CROSSING SAID LEGACY DRIVE, A DISTANCE OF 70.00 FEET TO THE SOUTHWEST CORNER OF SAID 4.494 ACRE TRACT, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE, AND ON THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHEASTERLY LINE OF SAID LOT 1, THE FOLLOWING COURSES:

- NORTH 40°36'14" EAST, 162.89 FEET TO A POINT FOR CORNER;
- NORTH 44°24'25" EAST, 150.77 FEET TO A POINT FOR CORNER;
- NORTH 40°36'14" EAST, 155.89 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 49°23'46" WEST, DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHEASTERLY LINE OF SAID LOT 1, AND CROSSING SAID LOT 1, A DISTANCE OF 375.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

THENCE NORTH 40°36'14" EAST, CONTINUING ACROSS SAID LOT 1, A DISTANCE OF 275.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

THENCE SOUTH 49°23'46" EAST, CONTINUING ACROSS SAID LOT 1, A DISTANCE OF 375.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE SOUTH 40°36'14" WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.367 ACRES (103,125 SQUARE FEET) OF LAND, MORE OR LESS.

**FEMA NOTE**

- ACCORDING TO MAP NO. 48085C0230J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, AND MAP NO. 48121C0430G, DATED APRIL 18, 2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
- NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY

EXHIBIT "A": SUP CASE NO. S22-0010  
PROSPER CENTER ADDITION  
BLOCK A, LOT 1R  
2.746 ACRES (119,625 S.F.)  
L. NETHERLY SURVEY  
ABSTRACT NO. 962  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS



T: 469.331.8566 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	EB	10/17/22	105-22	1

TX PE FIRM #11525

LEGEND	
EXISTING BOUNDARY	---
BOUNDARY LINE	—
EXISTING CURB & GUTTER	==
EXISTING CONTOURS	- - - 620 - - -

LEGEND	
IRSC	5/8" IRON ROD W/"KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
P.O.B	POINT OF BEGINNING
P.O.C	POINT OF COMMENCING

**OWNER / APPLICANT**  
SRKMR REAL ESTATE HOLDINGS 2 LLC  
1333 McDERMOTT ROAD STE 200  
ALLEN, TEXAS 75013  
CONTACT: KARTAVYA PATEL  
TEL: (214) 609-9271

**ENGINEER**  
TRIANGLE ENGINEERING LLC  
1333 McDERMOTT ROAD STE 200  
ALLEN, TEXAS 75013  
CONTACT: KARTAVYA PATEL  
TEL: (214) 609-9271

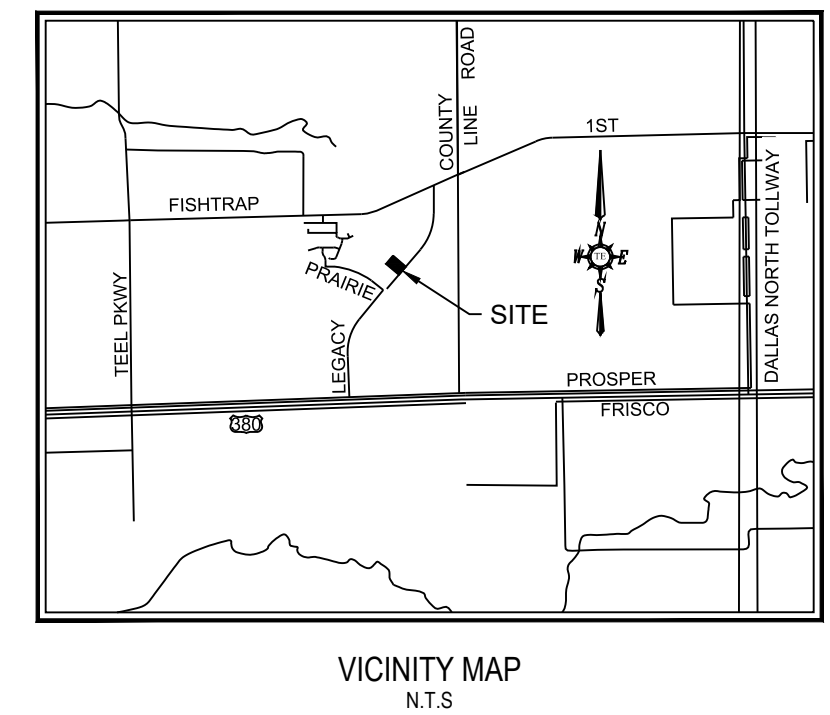
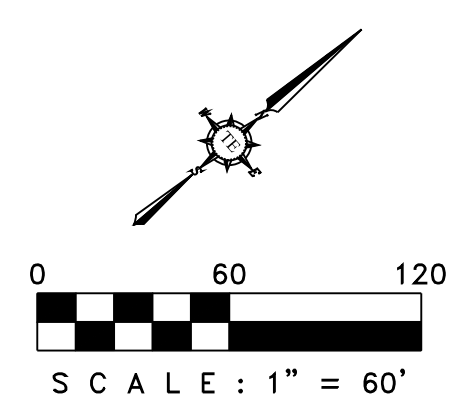
**SURVEYOR**  
KIMLEY HORN & ASSOCIATES, INC.  
5750 GENESIS COURT, STE 200  
FRISCO, TEXAS 75034  
CONTACT: SYLVIANA GUNAWAN  
TEL: (972) 335-3580  
FAX: (972) 335-3779

BOUNDARY LINE DATA		
LINE	BEARING	LENGTH
L1	S 40°36'14" W	275.00'
L2	N 49°23'46" W	435.00'
L3	N 40°36'14" E	275.00'
L4	S 49°23'46" E	435.00'

NO.	DATE	DESCRIPTION	BY
1	10/17/22	1st SUP SUBMITTAL	KP
2	10/31/22	2nd SUP SUBMITTAL	KP

# LITTLE WONDERS MONTESSORI SITE DEVELOPMENT

2.746 ACRES IN THE L. NETHERLY SURVEY ABSTRACT NO. 962  
TOWN OF PROSPER, DENTON COUNTY, TEXAS



### LEGEND

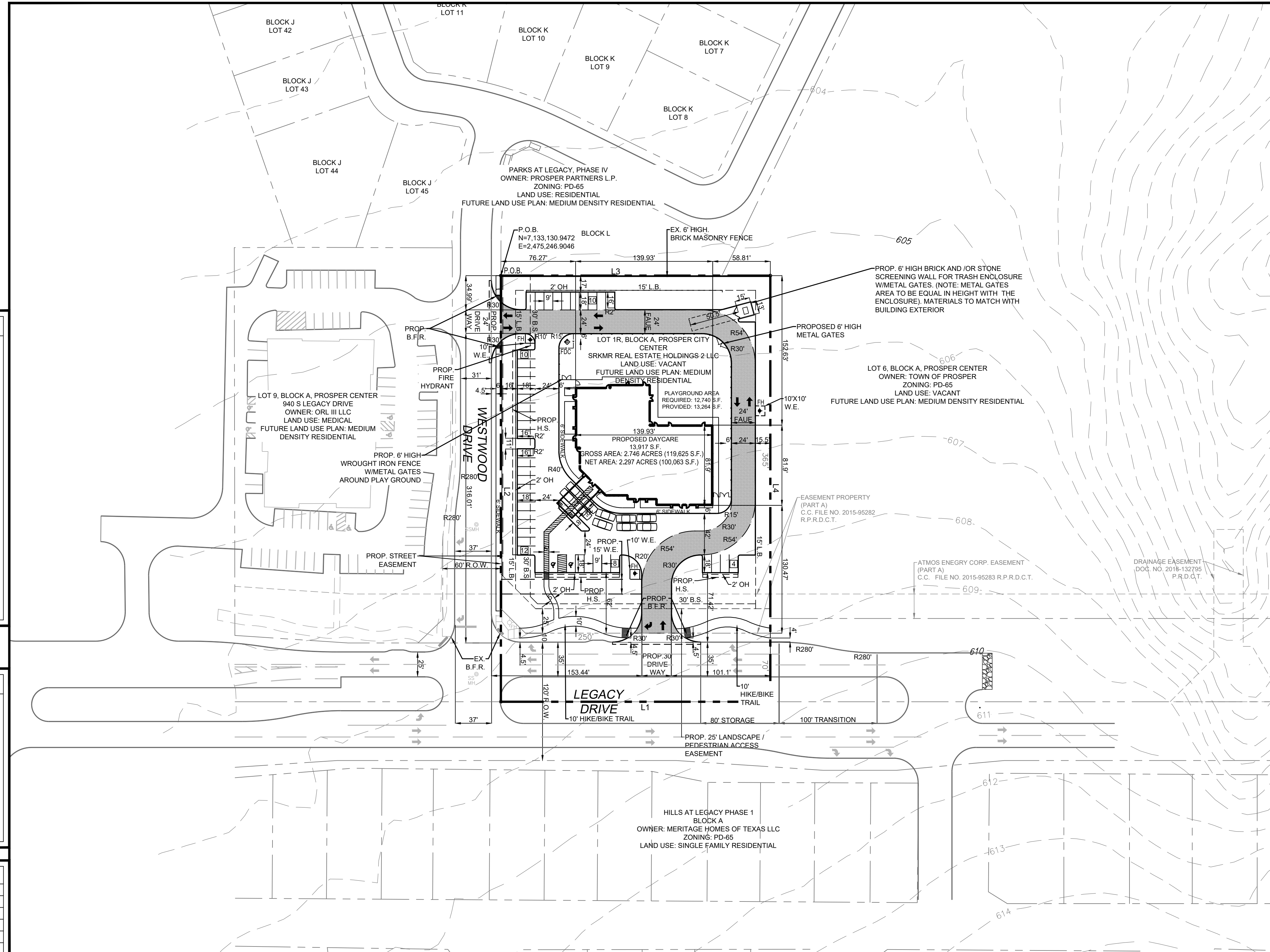
EXISTING BOUNDARY	---
EXISTING ASPHALT P.V.MT.EDGE	---
EXISTING WATER MAIN	W 8" WTR
EXISTING SANITARY SEWER	S 8" SEWER
EXISTING CLEANOUT	C.C.O.
EXISTING POWER POLE	---
EXISTING STORM SEWER	PP 8" ST. RCP
EXISTING FIRE HYDRANT	OH
PROP. FIRE HYDRANT	OH
BOUNDARY LINE	---
PROPOSED CURB	---
EXISTING CURB	---
PROPOSED HANDICAP SIGN	+
PROPOSED HANDICAP LOGO	+
PROPOSED WATER METER	WM
PROP. BACK FLOW PREVENTOR	WH
PROP. CONCRETE WHEEL STOP	+
PROP. SANITARY SEWER MANHOLE	SSMH
PROP. MONUMENT/POLE SIGN	+
EXISTING CONTOURS	---
PROPOSED CLEAN OUTS	C.C.O.
PROP. SEWER LINE	8"W
PROP. WATER LINE	6"SS

### LEGEND

SANITARY SEWER EASEMENT	S.E.
DRAINAGE EASEMENT	D.E.
WATERLINE EASEMENT	W.E.
GAS RISER	GR
BUILDING SETBACK	B.S.
LANDSCAPE BUFFER	L.B.
PROPOSED 24' WIDE FIRE LANE	---
OVERHANG	O.H.
BARRIER FREE RAMPS	B.F.R.
PROPOSED HEADLIGHT SCREENING	H.S.

### SITE DATA SUMMARY TABLE

ZONING	*PD-65
PROPOSED USE	DAYCARE
LOT AREA	2,746 ACRES (119,625 S.F.)
TOTAL BUILDING AREA	13,917 S.F.
MAX. BUILDING HEIGHT (FEET/STORY)	30'-10.5" / ONE STORY
LOT COVERAGE	11.63%
FLOOR AREA RATIO	0.11:6
PARKING REQUIREMENTS	
BUILDING	PARKING REQUIRED
ALPHA MONTESSORI SCHOOL (1 PER 10 STUDENTS & 1 PER STAFF)	40 (196 STUDENTS & 20 STAFF)
TOTAL PARKING REQUIRED	40
TOTAL PARKING PROVIDED	44
HANDICAP PARKING REQUIRED PER ADA	2
HANDICAP PARKING PROVIDED	2
LANDSCAPING REQUIRED	15 S.F. x 44 SPACES (660 S.F.)
PERCENTAGE OF OPEN SPACE PROVIDED	51,949 S.F. (43.42 %)
IMPERVIOUS COVERAGE	67,364 S.F. (56.58 %)



**FEMA NOTES**

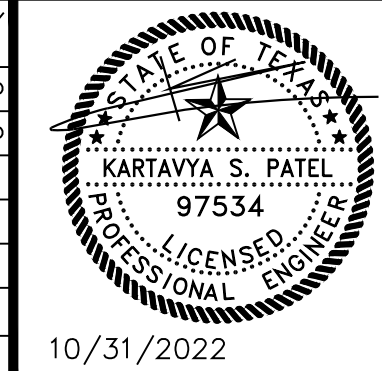
- ACCORDING TO MAP NO. 48085C0230J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, AND MAP NO. 48121C0430G, DATED APRIL 18, 2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
- NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY.

<b>OWNER/APPLICANT</b> SRKMR REAL ESTATE HOLDINGS 2 LLC 1782 W. McDERMOTT DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL PHONE: (214) 609-9271	<b>ENGINEER</b> TRIANGLE ENGINEERING LLC 1782 W. McDERMOTT DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL, P.E. PHONE: (214) 609-9271	<b>SURVEYOR</b> KIMLEY HORN & ASSOCIATES, INC. 5750 GENESIS COURT, STE 200 FRISCO, TEXAS 75034 CONTACT: SYLVIANA GUNAWAN PHONE: (972) 335-3580 FAX: (972) 335-3779
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### BOUNDARY LINE DATA

LINE	BEARING	LENGTH
L1	S 40°36'14" W	275.00'
L2	N 49°23'46" W	435.00'
L3	N 40°36'14" E	275.00'
L4	S 49°23'46" E	435.00'

NO.	DATE	DESCRIPTION	BY
1	10/17/22	1st SUP SUBMITTAL	KP
2	10/31/22	2nd SUP SUBMITTAL	KP



### TOWN OF PROSPER SITE PLAN GENERAL NOTES

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF 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 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.

**EXHIBIT "B": SUP CASE NO. S22-0010**  
**PROSPER CENTER ADDITION**  
**BLOCK A, LOT 1R**  
**2.746 ACRES 119,625 S.F.**  
**L. NETHERLY SURVEY**  
**ABSTRACT NO. 962**  
**TOWN OF PROSPER**  
**DENTON COUNTY, TEXAS**



T: 469.331.8561 F: 469.359.6709 | E: kpatel@triangle-engr.com  
 W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

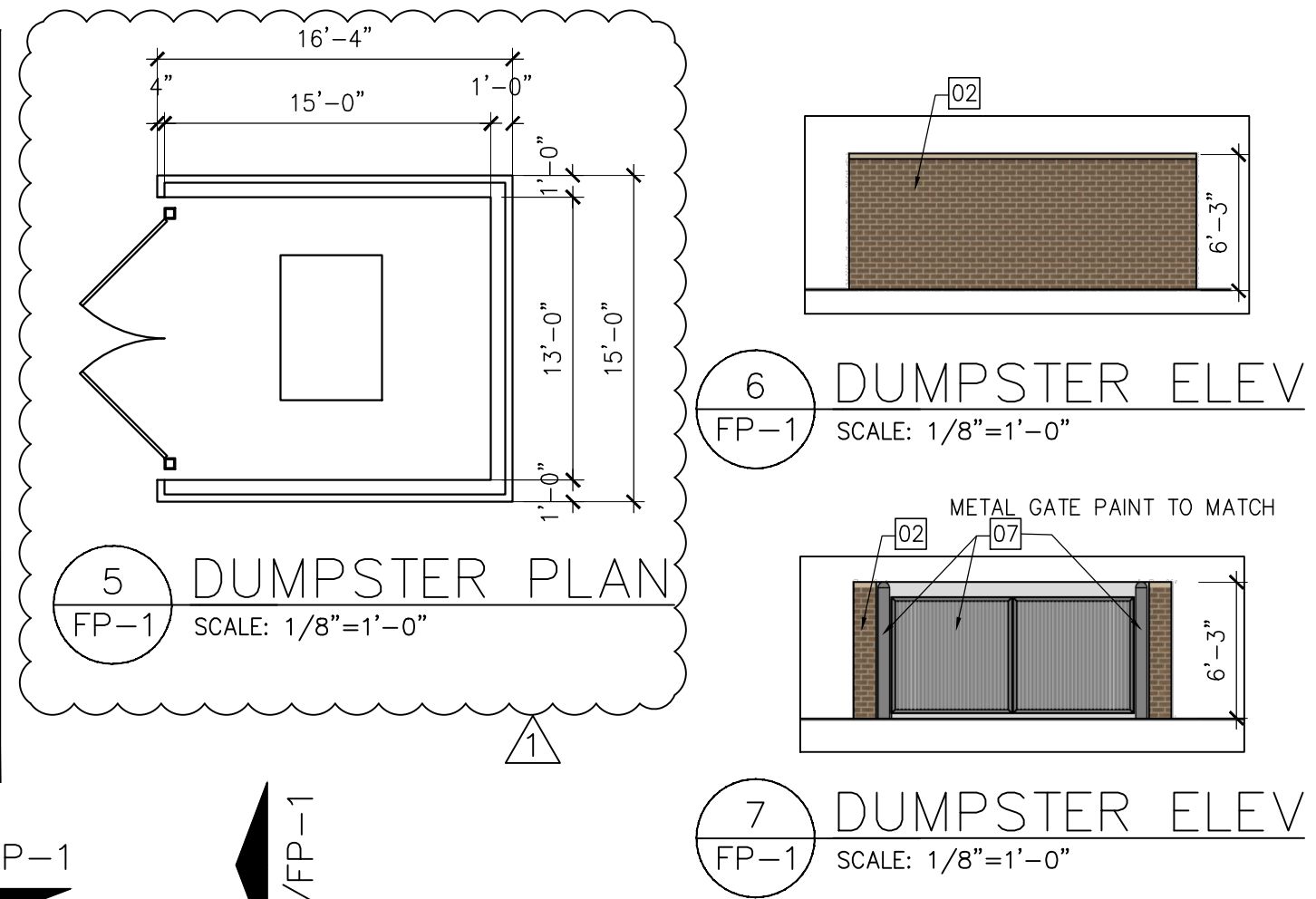
**Planning | Civil Engineering | Construction Management**

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	10/17/22	1"=60'	105-22	<b>2</b>

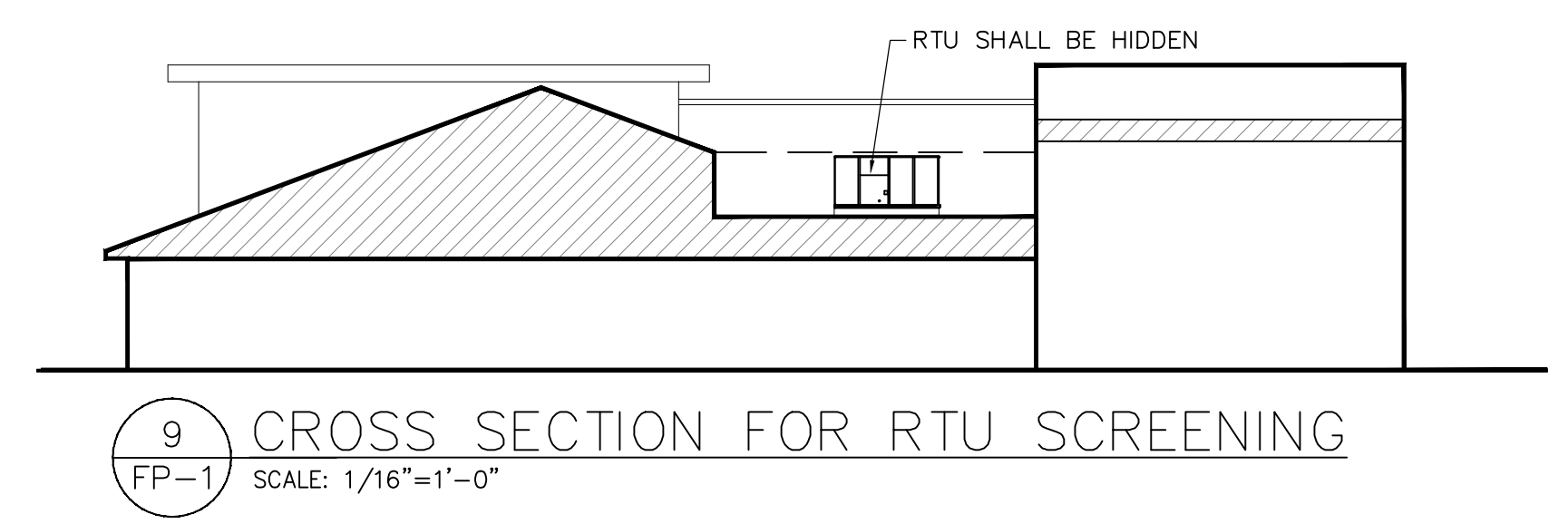
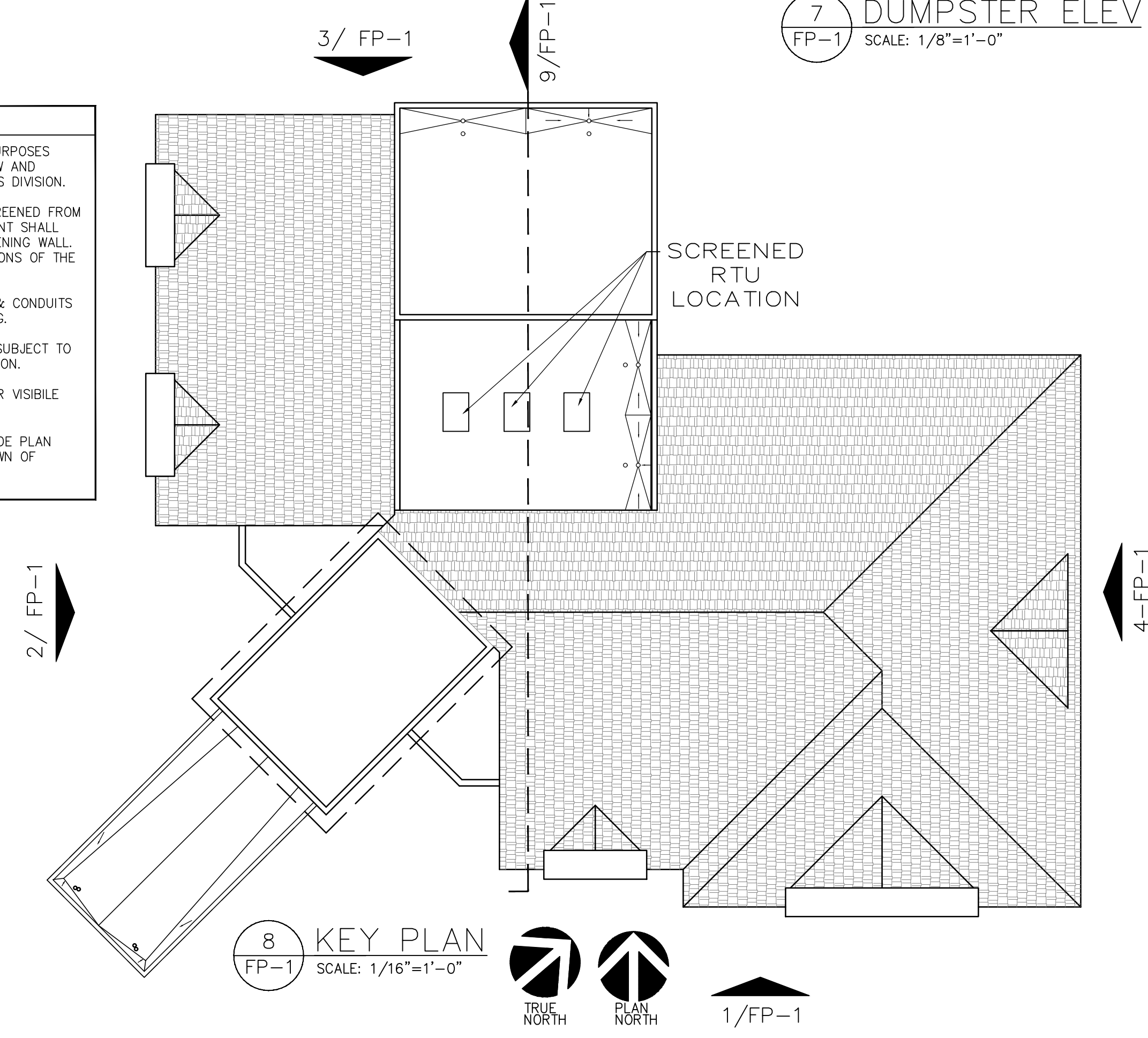
TX PE FIRM #11525



BUILDING MATERIAL LEGEND	
01	KING SIZE ACME BRICK DOVEGRAY
02	KING SIZE ACME BRICK MUSHROOM BROWN
03	CORONADO STONE VENEER TEXAS RUBBLE- TEXAS CREAM
04	NICHHA FIBER CEMENT ACCENT WALL PANEL LATURA-"V" GROOVE, WHITE, AWP-1818
05	BRONZE ALUMINUM STOREFRONT EQUAL TO KAWNEER- TRIFAB-451
06	DOUBLE PANE, LOW-E, PRE-FINISHED, VINYL FRAME WINDOWS
07	INSULATED HOLLOW METAL PAINTED DOOR SHERWIN WILLIAMS- SW-7069 IRON ORE
08	CAST STONE WATERTABLE BY CONTINENTAL COLOR: 1100 WHITE STONE
09	GAF TIMBERLINE UHD ASPHALT ROOF SHINGLES COLOR: FEWTER GRAY



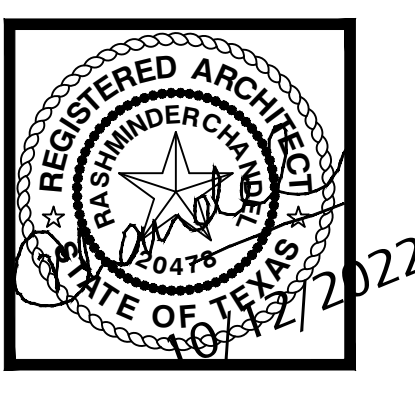
- STANDARD NOTES:
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY PARAPET WALL OR SCREENING WALL. SCREENING WALL SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
  3. WHEN PERMITTED EXPOSED UTILITY BOXES & CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
  4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY BUILDING INSPECTIONS DIVISION.
  5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
  6. ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE A RE-APPROVAL BY THE TOWN OF PROSPER.

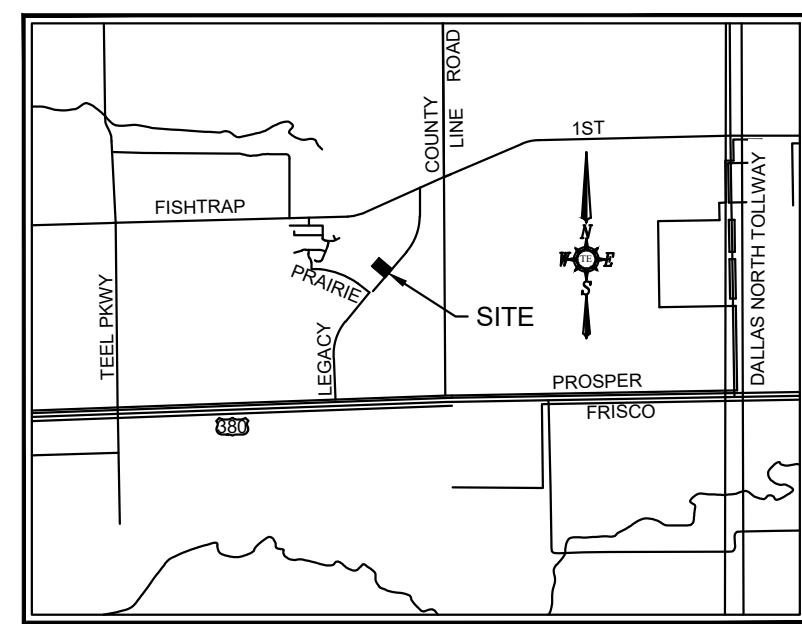


<b>OWNER/APPLICANT</b> SRKMR REAL ESTATE HOLDINGS 2 LLC 1333 McDERMOTT ROAD STE 200 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: (214) 609-9271	<b>SURVEYOR</b> KIMLEY HORN & ASSOCIATES, INC. 5750 GENESIS COURT, STE 200 FRISCO, TEXAS 75034 CONTACT: SYLVIANA GUNAWAN TEL: (972) 335-3580 FAX: (972) 335-3779
<b>ARCHITECT</b> RASHMI C INCORPORATED CONTACT: RASHMINDER CHANDEL PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com	<b>CIVIL ENGINEER</b> TRIANGLE ENGINEERING LLC. CONTACT: KARTAVYA (KEVIN) PATEL PH. NO. (469) 213-1707 EMAIL: KPATEL@TRIANGLE-ENGR.COM

REVISION DATE	REVISION DESCRIPTION
10/28/2022	CITY COMMENTS
11/14/2022	ARCH REQUESTED REV.

<b>CASE #S22-0010</b> LITTLE WONDERS MONTESSORI PROSPER CENTER ADDITION BLOCK A, LOT 1R1, 2.297 ACRES (100,063 S.F.) L. NETHERLY SURVEY, ABSTRACT NO. 962 TOWN OF PROSPER DENTON COUNTY, TEXAS DATE PREPARED: 10/12/2022	<b>SHEET NO.</b> FP-1
---	--------------------------





VICINITY MAP  
N.T.S.

**LANDSCAPE TABULATIONS**

**PERIMETER LANDSCAPE REQUIREMENTS**

Requirements: 25' landscape buffer along right-of-way. (1) large tree, 3" cal. minimum and (15) shrubs, 5 gallon minimum per 30 l.f.

Legacy Drive(250 l.f.)	Required (9) large trees (125) shrubs	Provided (9) large trees (141) shrubs
------------------------	---	---

**Westwood Drive (375 l.f.)**

Required (13) large trees (188) shrubs	Provided (13) large trees (191) shrubs
--	--

Requirements: (1) small tree and (1) 5 gallon shrub per 15 l.f.. Trees and shrubs may be clustered.

**Perimeter (645 l.f.)**

Required (22) large canopy trees (43) shrubs	Provided (22) large canopy trees (43) shrubs
--	--

**INTERIOR PARKING REQUIREMENTS**

Requirements: 15 s.f. of landscape for each parking space within the parking lot area. (1) large tree, 3" cal. per parking lot island and at the terminus.

**54 Parking spaces**

Required 810 s.f. of landscape area (9) large tree	Provided 1,498 s.f. of landscape area (9) large trees
--	---

**SOLID SOD NOTES**

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 2" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

NO LARGE CANOPY TREES SHALL BE PLANTER CLOSER THAN 4 FEET TO ANY CURB, SIDEWALK, UTILITY LINE, SCREEN WALL OR STRUCTURE

**PLANT MATERIAL SCHEDULE**

TREES	TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
AE	11	11	Aliso Elm	<i>Ulmus parvifolia 'Elmer II'</i>	3" cal.	container, 13' ht., 6' spread, 5' clear trunk
CE	9	9	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 13' ht., 5' spread min., 5' clear trunk
LO	33	33	Live Oak	<i>Quercus virginiana</i>	3" cal.	container, 13' ht., 6' spread, 5' clear trunk
SHRUBS	TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYH	49	49	Dwarf Yaupon Holly	<i>Ilex vomitoria 'nana'</i>	5 gal.	container 18" ht., 18" spread
IH	34	34	Indian Hawthorn 'Clara'	<i>Rhodaphys indica 'Clara'</i>	5 gal.	container, 18" ht., 18" spread
MIS	73	73	Adagio Miscanthus	<i>Miscanthus sinensis 'Adagio'</i>	5 gal.	container full, well rooted
NPH	285	285	Needlepoint Holly	<i>Ilex cornuta 'Needlepoint'</i>	5 gal.	container, 24" ht., 25" spread
NRS	18	18	Nellie R. Stevens Holly	<i>Ilex x Nellie R. Stevens'</i>	7 gal.	container, 30" ht., 24" spread
GROUNDCOVERS	TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	200	200	Seasonal Color '419' Bermudagrass	<i>Cynodon dactylon '419'</i>	4" pots	selection by owner, container, 12" o.c. Solid Sod refer to notes

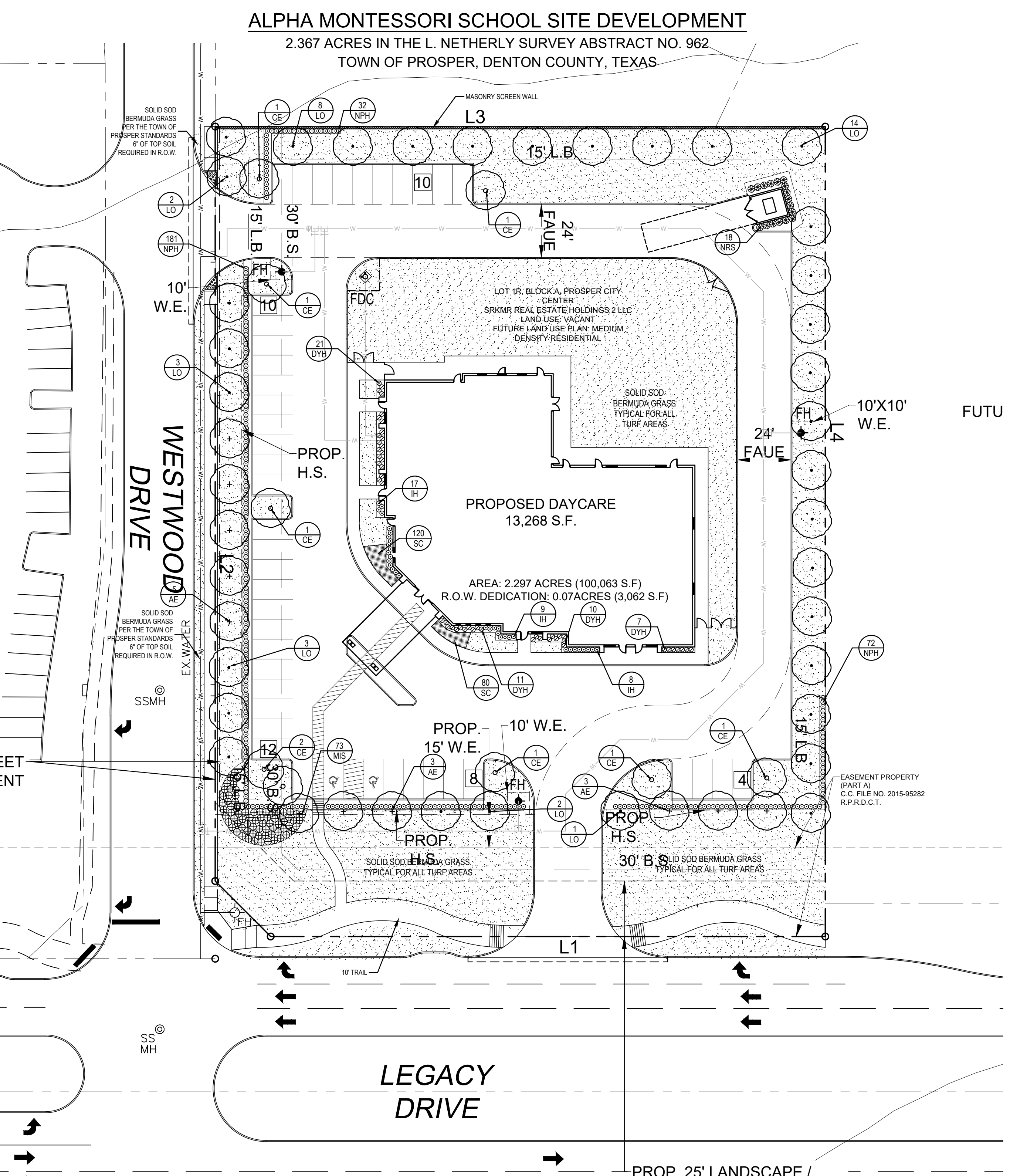
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

**SITE DATA SUMMARY TABLE**

ZONING	"PD-65"
PROPOSED USE	DAYCARE
GROSS LOT AREA	2,367 ACRES (103,125 S.F.)
NET LOT AREA	2,297 ACRES (100,063 S.F.)
TOTAL BUILDING AREA	10,273 S.F.
MAX. BUILDING HEIGHT (FEET/STORY)	30'-10.5" / ONE STORY
LOT COVERAGE	13.28%
FLOOR AREA RATIO	0.13:1
PARKING REQUIREMENTS	
BUILDING	PARKING REQUIRED
ALPHA MONTESSORI SCHOOL (1 PER 10 STUDENTS & 1 PER STAFF)	39 (186 STUDENTS & 20 STAFF)
TOTAL PARKING REQUIRED	39
TOTAL PARKING PROVIDED	55
HANDICAP PARKING REQUIRED PER ADA	3
HANDICAP PARKING PROVIDED	3
LANDSCAPING REQUIRED	15 S.F. X 55 SPACE (825 S.F.)
PERCENTAGE OF OPEN SPACE PROVIDED	42,209 S.F. (42.18 %)
IMPERVIOUS COVERAGE	57,854 S.F. (57.82 %)

**LANDSCAPE NOTES**

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.



<b>OWNER/APPLICANT</b> SRKMR REAL ESTATE HOLDINGS 2 LLC 1784 W McDERMOTT ROAD STE 110 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: (214) 609-9271	<b>ENGINEER</b> TRIANGLE ENGINEERING LLC 1784 W McDERMOTT ROAD STE 110 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: (214) 609-9271	<b>SURVEYOR</b> KIMLEY HORN & ASSOCIATES, INC. 5750 GENESIS COURT, STE 200 FRISCO, TEXAS 75034 CONTACT: SYLVIANA GUNAWAN TEL: (972) 335-3580 FAX: (972) 335-3779		
<b>BOUNDARY LINE DATA</b>	<b>NO.</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>BY</b>
L1 S 40°36'14" W 275.00'	1	10/14/22	1ST SITE PLAN SUBMITTAL	
L2 N 49°23'46" W 370.00'	2	10/31/22	CITY COMMENTS	
L3 N 40°36'14" E 275.00'				
L4 N 49°23'46" E 370.00'				

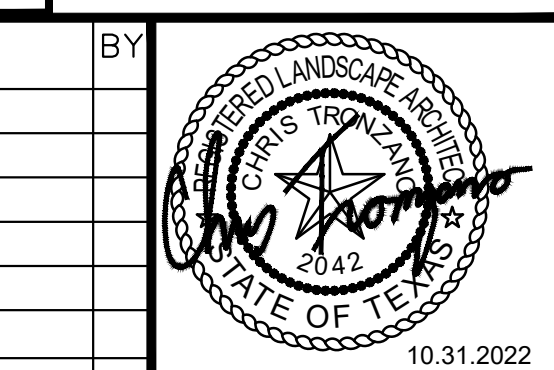
**TOWN OF PROSPER STANDARD NOTES**

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

**MAINTENANCE NOTES**

THE OWNER, TENANT AND/OR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING REQUIRED BY THE TOWN OF PROSPER LANDSCAPE ORDINANCE. ALL PLANT MATERIAL SHALL BE PERPETUALLY MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED BY THE PROPERTY OWNER, TENANT OR AGENT WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OF NOTIFICATION BY THE TOWN OR A DATE APPROVED BY THE TOWN.

**01 LANDSCAPE PLAN**  
SCALE 1"=30'-0"



CASE #S22-0010  
LANDSCAPE PLAN  
PROSPER CENTER ADDITION  
BLOCK A, LOT 1R  
2.367 ACRES 103,125 S.F.  
L. NETHERLY SURVEY  
ABSTRACT NO. 962  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS

**TRIANGLE ENGINEERING LLC**  
T: 214.609.9271 F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013  
Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
CT	CT	10/14/22	087-16	L.1

TX PE FIRM #11525

## PLANNING



**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Mario Canizares, Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services**

**Re: Development Agreement Legacy Drive**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Srkmer Real Estate Holding 2 LLC, and the Town of Prosper, Texas, related to the Prosper Center development, located on the north side of Prairie Drive, west of Legacy Drive.

**Description of Agenda Item:**

On January 24, 2023, the Town Council approved the proposed request, by a vote of 7-0.

A Development Agreement has been prepared accordingly.

**Legal Obligations and Review:**

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

**Attachments:**

1. Development Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Srkmer Real Estate Holding 2 LLC, and the Town of Prosper, Texas, related to the Prosper Center development, located on the north side of Prairie Drive, west of Legacy Drive.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Development Agreement between Srkmer Real Estate Holding 2 LLC, and the Town of Prosper, Texas, related to the Prosper Center development, located on the north side of Prairie Drive, west of Legacy Drive.

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Srkmr Real Estate Holdings 2 LLC, a Texas limited liability corporation (“Owner”) (individually, a “Party” and collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

**WHEREAS**, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Owner is developing a Montessori school in the Town (the “Development”) on that certain 2.297-acre tract of land generally located in the northwest quadrant of Prairie Drive and Legacy Drive (the “Property”), which is more specifically described on Exhibit A attached hereto and incorporated by reference; and

**WHEREAS**, the foregoing Property was rezoned by the Town Council on or about January 24, 2023, when the Town Council approved a specific use permit for the Property, incorporating the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Owner’s reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, elevations for the structure(s) located on the Property, attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed on the Property subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

**2. Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of Owner and his heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by Owner and his heirs, representatives, successors and assigns, or any other owners of any portion(s) of the Property, regardless of whether this Agreement is expressly referenced therein.

3. **Applicability of Town Ordinances.** Owner shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

4. **Rough Proportionality.** Owner hereby agrees that any portion of the Property Owner donates and/or dedicates to the Town pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), relative to any development on the Property is roughly proportional to the need for the Property and the Development, and Owner hereby waives any claim therefor that it may have. Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Development. Both Owner and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

5. **Exactions/Infrastructure Costs.** Both the Town and Owner have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Owner's and the Town's rights under Texas and federal law. Owner and the Town hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Owner hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

6. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

7. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

8. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town:           The Town of Prosper  
                                  250 W. First Street  
                                  P.O. Box 307  
                                  Prosper, Texas 75078  
                                  Attention: Town Manager

If to Owner:               Srkmr Real Estate Holdings 2 LLC  
                                  1782 W. McDermott Drive  
                                  Allen, Texas 75013  
                                  Attention: Kartavya Patel

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

10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

11. **Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

12. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

13. **Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to



execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The Town Council hereby authorizes the Mayor of the Town to execute this Agreement on behalf of the Town.

**14. Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Denton County, Texas.

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

**16. Notification of Sale or Transfer; Assignment of Agreement.** Except with respect to a sale or transfer to a related entity of Owner, Owner shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or transfer to a related entity of Owner, a copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**17. Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**18. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the

maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

**20. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

**21. Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

**22. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date referenced herein.

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

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

Name: Mario Canizares

Title: Town Manager

**STATE OF TEXAS            )**

**)**

**COUNTY OF COLLIN        )**


This instrument was acknowledged before me on the \_\_\_\_ day of February, 2023, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

My Commission Expires: \_\_\_\_\_

**OWNER:**

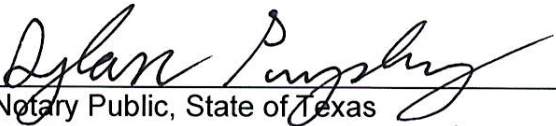
**SRKMR REAL ESTATE HOLDINGS 2 LLC, a  
Texas limited liability company**

By:   
Name: Kartavya Patel  
Title: MANAGING MEMBER

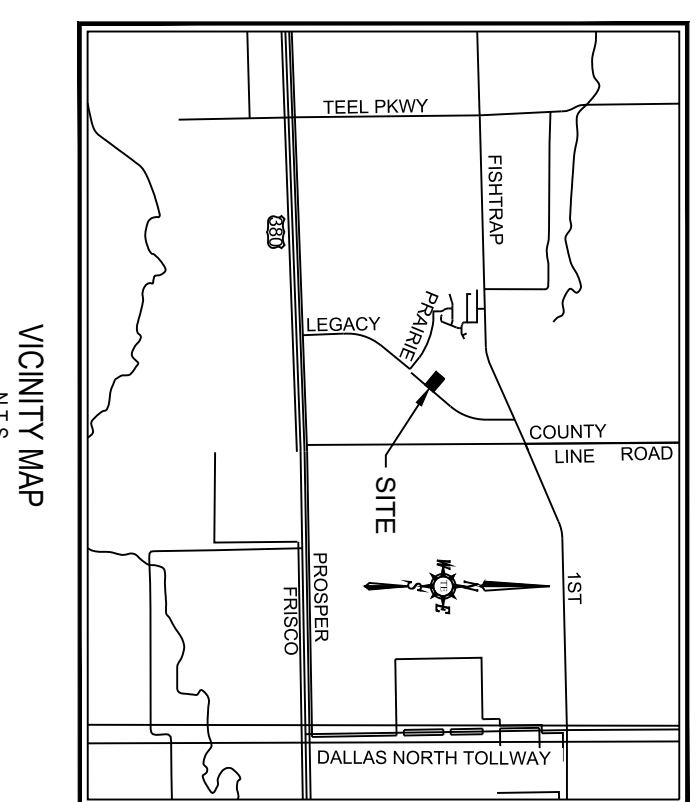
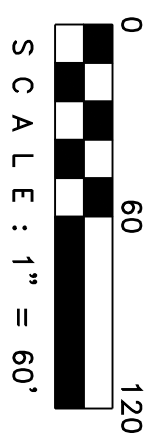
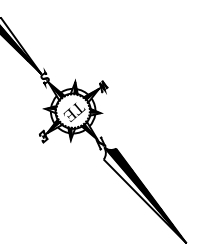
STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the 2<sup>nd</sup> day of February, 2023, by Kartavya Patel in his capacity as Owner of the Property that is the subject matter of this Agreement, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.



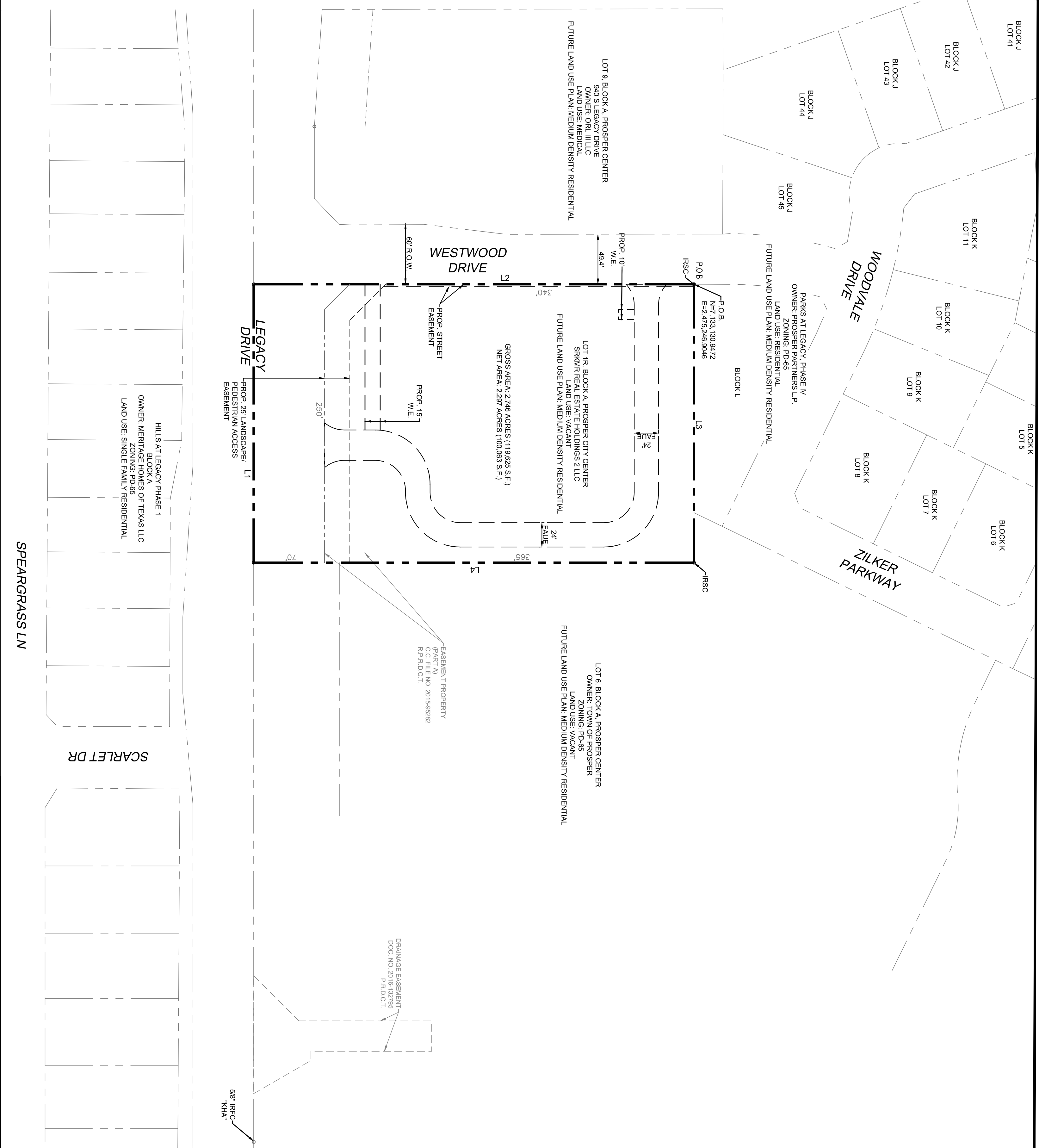
  
Notary Public, State of Texas  
My Commission Expires: 1/27/2026

# Exhibit A



LEGEND	
LB	LANDSCAPE BUFFER
FAUE	FIRE LANE ACCESS & UTILITY EASEMENT
WE	WATER EASEMENT

## LITTLE WONDERS MONTESSORI SITE DEVELOPMENT 2.746 ACRES IN THE L. NETHERLY SURVEY ABSTRACT NO. 962 TOWN OF PROSPER, DENTON COUNTY, TEXAS



LEGEND	
---	EXISTING BOUNDARY
---	BOUNDARY LINE
---	EXISTING CURB & GUTTER
---	EXISTING CONTOURS

LEGEND	
IRSC	5/8" IRON ROD WITH "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
P.O.B	POINT OF BEGINNING
P.O.C	POINT OF COMMENCING

<b>OWNER/APPLICANT</b> SRKAR REAL ESTATE HOLDINGS 2 LLC 1333 MODERNOTT ROAD STE 200 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: (214) 609-9271	<b>ENGINEER</b> TRIANGLE ENGINEERING LLC 1333 MODERNOTT ROAD STE 200 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: (214) 609-9271	<b>SURVEYOR</b> KIMLEY HORN & ASSOCIATES, INC. 5750 BRENDA DRIVE, SUITE 200 CONROE, TEXAS 77385 TEL: (972) 335-5880 FAX: (972) 335-3779
---	--	--

BOUNDARY LINE DATA			
LINE	BEARING	LENGTH	BY
L1	S 40°36'14" W	275.00'	KP
L2	N 49°23'46" W	435.00'	KP
L3	N 40°36'14" E	275.00'	KP
L4	S 49°23'46" E	435.00'	KP

NO.	DATE	DESCRIPTION	BY
1	10/17/22	1st SUP SUBMITTAL	KP
2	10/31/22	2nd SUP SUBMITTAL	KP

### LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE L. NETHERLY SURVEY, ABSTRACT NO. 962, TOWN OF PROSPER, DENTON COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK A OF BLOCK A, LOT 1, AND BLOCK D, LOT 1, PROSPER CENTER, ACCORDING TO THE REVISED CONVEYANCE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015-242 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND VOLUME 2015, PAGE 344 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR THE SOUTHWEST CORNER OF A CALLED 2.923 ACRE TRACT OF LAND DEDICATED TO THE TOWN OF PROSPER, AS RECORDED IN DOCUMENT NO. 2016-241 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, COMMON TO THE SOUTHEAST CORNER OF A CALLED 4.494 ACRE TRACT OF LAND DEDICATED TO THE TOWN OF PROSPER, AS RECORDED IN SAID REVISED CONVEYANCE PLAT, SAME BEING IN THE CENTERLINE OF LEGACY DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY;

**THENCE** NORTH 49°22'13" WEST, DEPARTING THE CENTERLINE OF SAID LEGACY DRIVE, ALONG THE SOUTHWESTERLY LINE OF SAID 4.494 ACRE TRACT AND CROSSING SAID LEGACY DRIVE, A DISTANCE OF 70.00 FEET TO THE SOUTHWEST CORNER OF SAID 4.494 ACRE TRACT, BEING ON THE NORTHERLY RIGHT-OF-WAY OF SAID LEGACY DRIVE, AND ON THE SOUTHWESTERLY LINE OF SAID LOT 1;

**THENCE** ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHWESTERLY LINE OF SAID LOT 1, THE FOLLOWING COURSES:

NORTH 40°36'14" EAST, 182.89 FEET TO A POINT FOR CORNER;  
NORTH 44°24'25" EAST, 150.77 FEET TO A POINT FOR CORNER;  
NORTH 40°36'14" EAST, 155.89 FEET TO THE POINT OF BEGINNING OF THE HEREBY DESCRIBED TRACT;

**THENCE** NORTH 49°23'46" WEST, DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHWESTERLY LINE OF SAID LOT 1, AND CROSSING SAID LOT 1, A DISTANCE OF 375.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;  
**THENCE** NORTH 40°36'14" EAST, CONTINUING ACROSS SAID LOT 1, A DISTANCE OF 275.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

**THENCE** SOUTH 49°23'46" EAST, CONTINUING ACROSS SAID LOT 1, A DISTANCE OF 375.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER, ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHWESTERLY LINE OF SAID LOT 1;

**THENCE** SOUTH 40°36'14" WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING AND CONTINUING 2.387 ACRES (103,129 SQUARE FEET) OF LAND, MORE OR LESS.

### FEMA NOTE

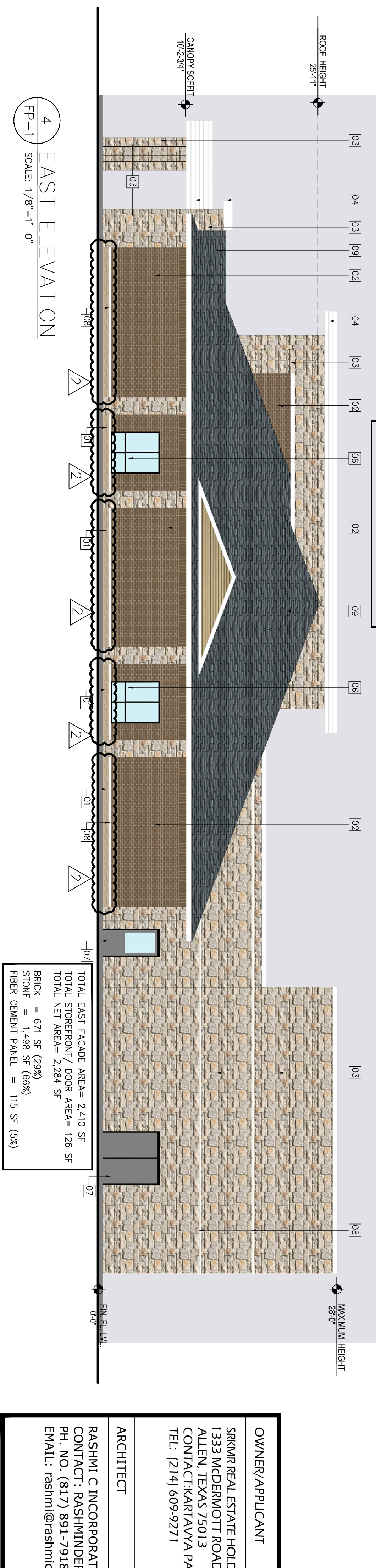
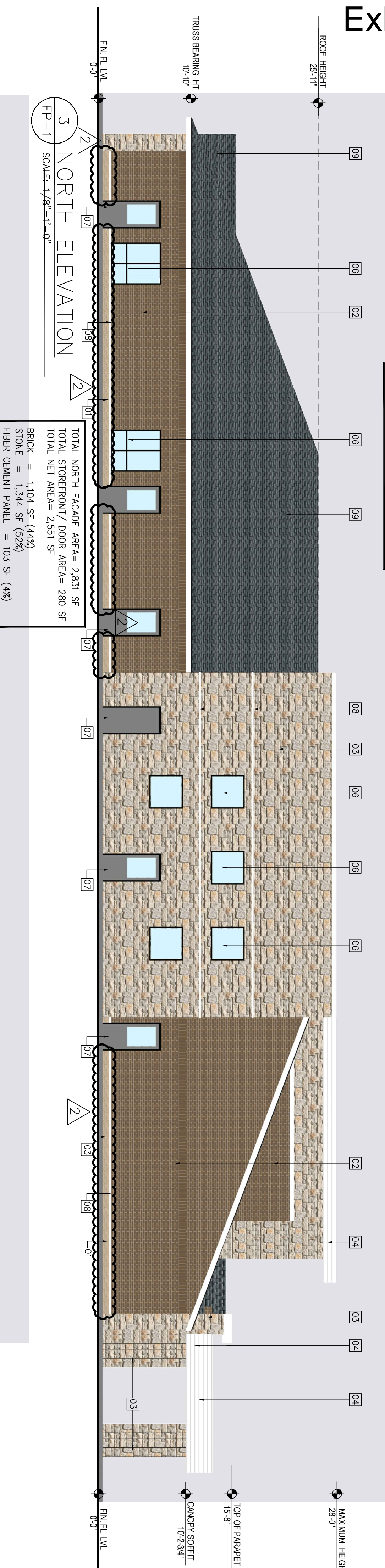
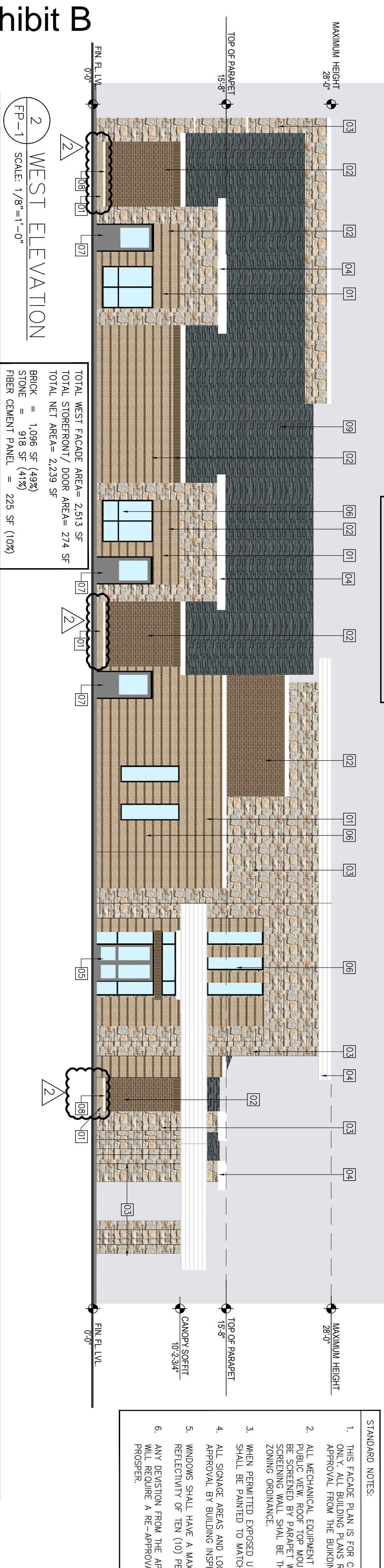
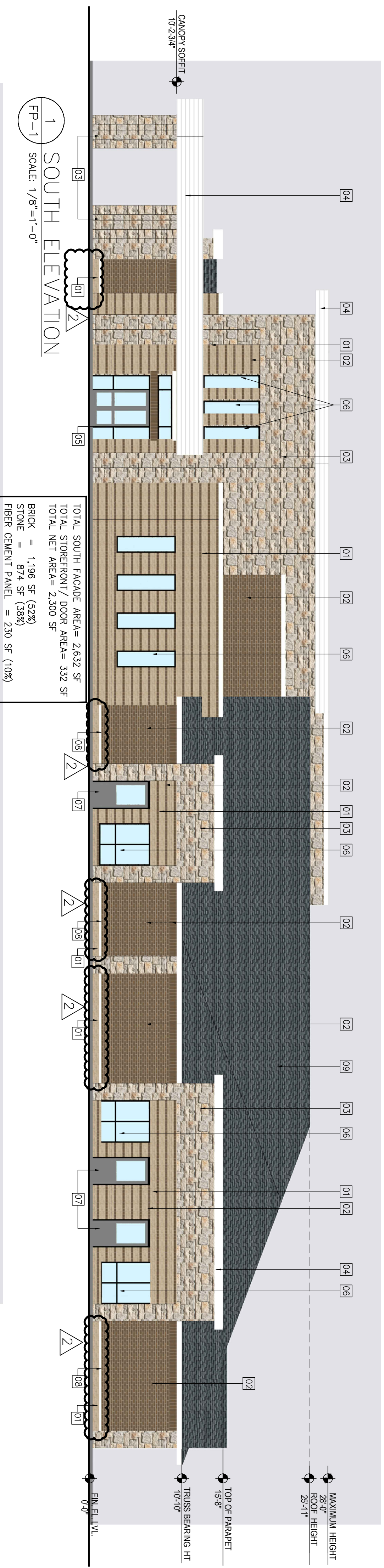
1. ACCORDING TO MAP NO. 48098C0230, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, AND MAP NO. 48121C04303, DATED APRIL 18, 2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

2. NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY.

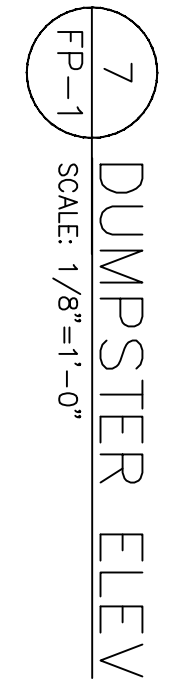
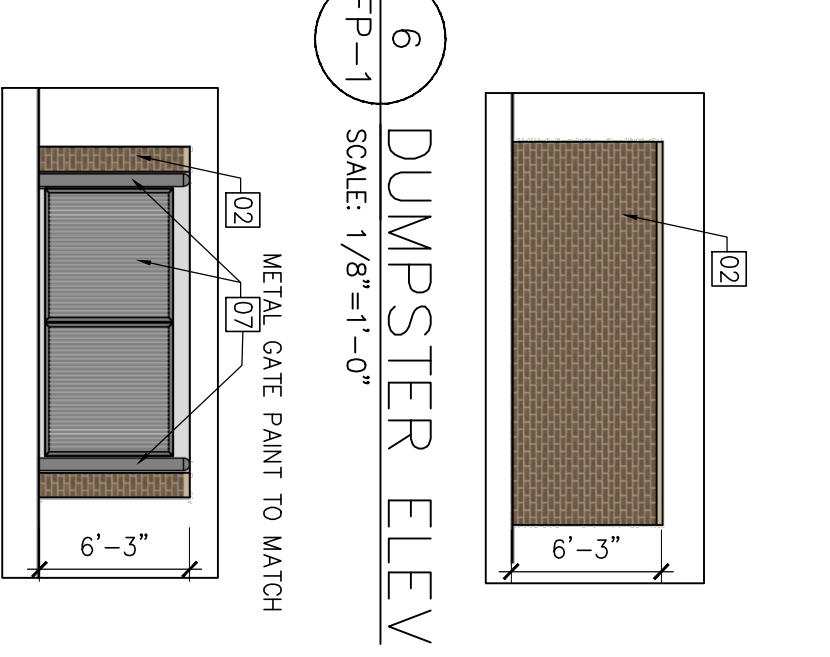
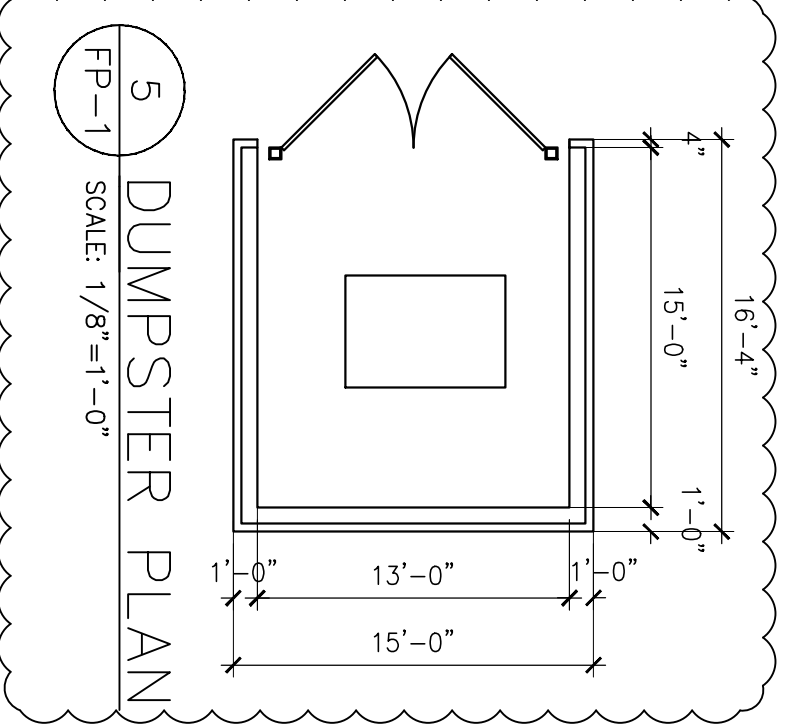
EXHIBIT "A": SUP CASE NO. S22-0010  
PROSPER CENTER ADDITION  
BLOCK A, LOT 1R  
2.746 ACRES (119,625 S.F.)  
L. NETHERLY SURVEY  
ABSTRACT NO. 962  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS

T: 469.331.8661 F: 469.369.6709 | E: kpatel@triangle-eng.com  
 W: triangle-eng.com | O: 1792 W. McDermott Drive, Allen, TX 75013  
**Planning | Civil Engineering | Construction Management**  
 DESIGN DRAWN DATE SCALE PROJECT NO. SHEET NO.  
 KP EB 10/17/22 1"=60' 105-22  
 TX PE FIRM #11525

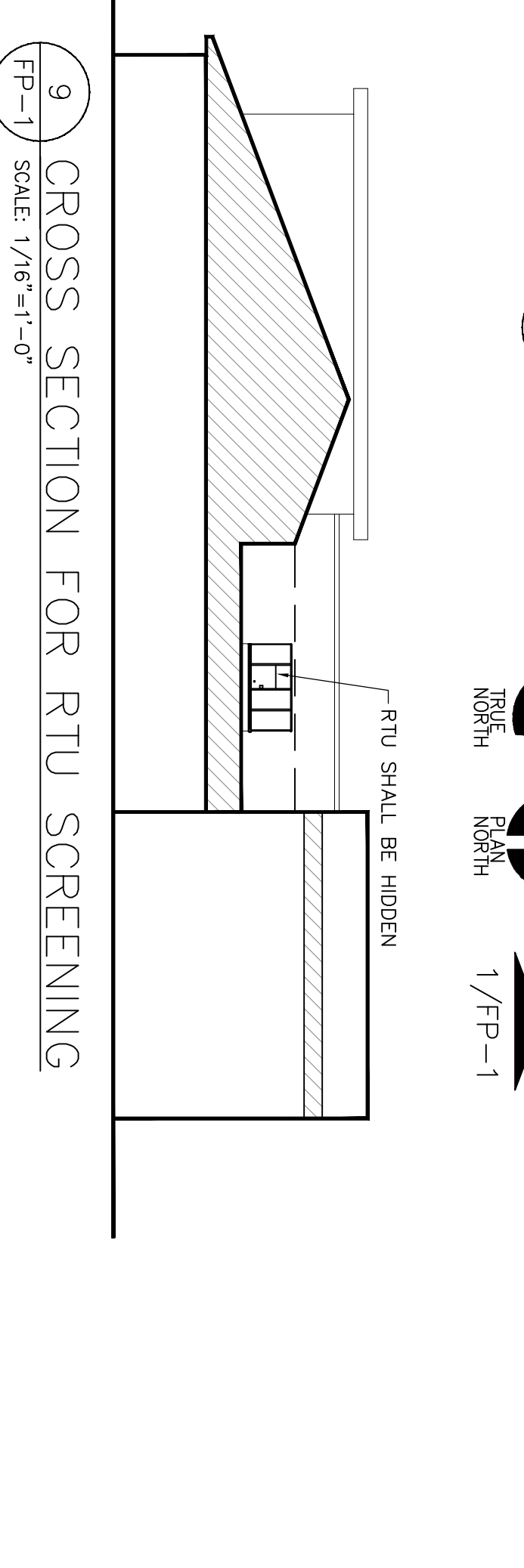
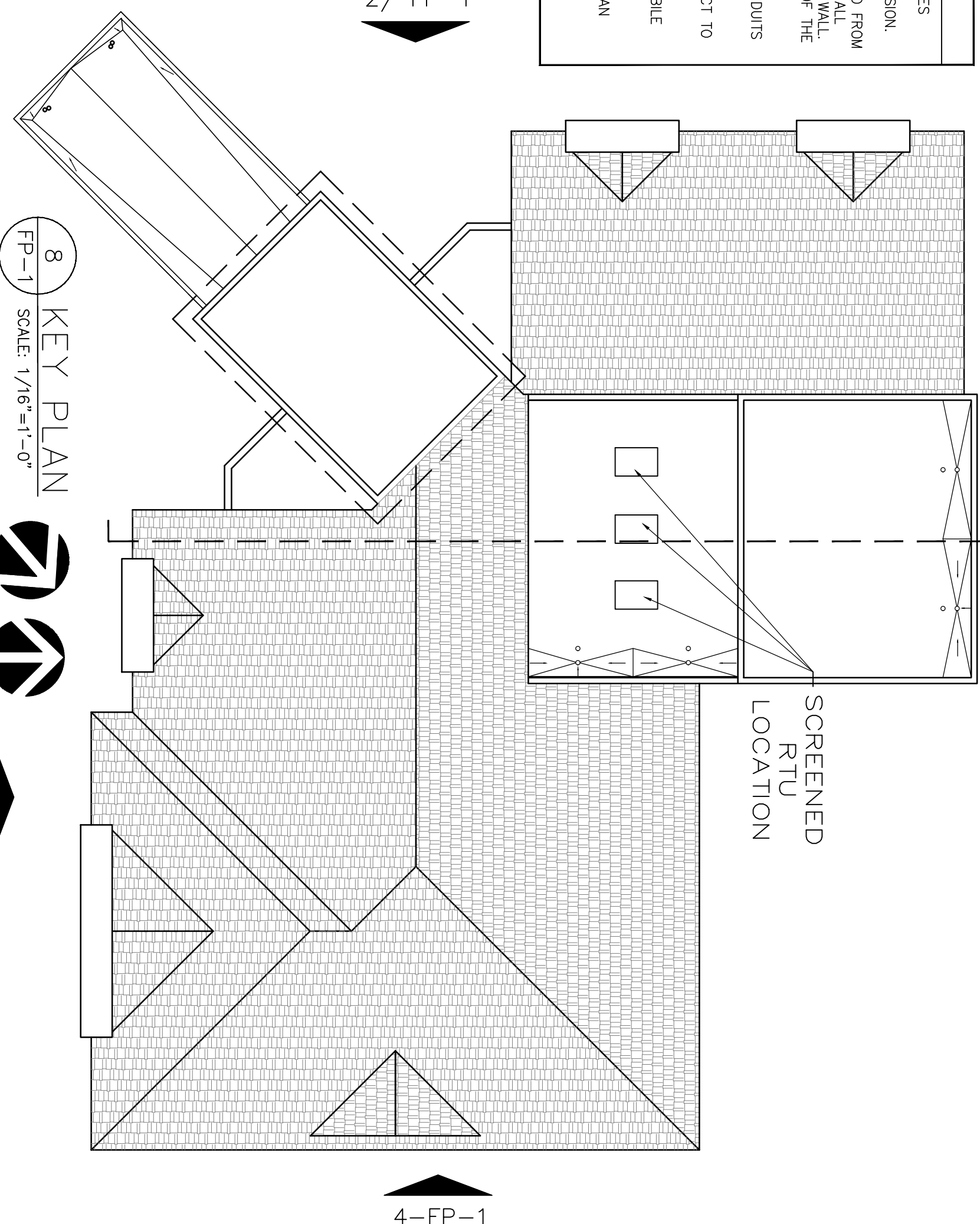
# Exhibit B



BUILDING MATERIAL LEGEND	
01	KING SIZE ACME BRICK DOVERGRAY
02	KING SIZE ACME BRICK WILSHROOM BROWN
03	CORONAADO STONE VENEER TEXAS ROBBLE- TEAMS CREAM
04	NICHHA FIBER CEMENT ACCENT WALL PANEL LATUDA--"V" GROOVE- WHITE, AMP-1818
05	BRONZE ALUMINUM STOREFRONT EQUAL TO KAMMER- TRP-RD-431
06	DOUBLE PANE, LOW-E, PRE-FINISHED, VINYL FRAME WINDOWS
07	INSULATED HOLLOW METAL PAINTED GORE SHERMAN WILLOWS- SR-7699 RSN ONE
08	CAST STONE WATERFALL BY CONTINENTAL COLOR: 100 WHITE STONE
09	GAF THERMURLE UHD ASPHALT ROOF SHINGLES COLOR: FEWTER GRAY



- STANDARD NOTES:**
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
  - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY PARAPET WALL OR SCREENING WALL. SCREENING WALL SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
  - WHEN PERMITTED EXPOSED UTILITY BOXES & CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
  - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY BUILDING INSPECTIONS DIVISION.
  - WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
  - ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE A RE-APPROVAL BY THE TOWN OF PROSPER.



OWNER/APPLICANT	SURVEYOR
SRKMR REAL ESTATE HOLDINGS 2 LLC 1333 MCDERMOTT ROAD STE 200 ALLEN, TEXAS 75013 CONTACT: KARTAVIVA PATEL TEL: (214) 609-9271	KIMLEY HORN & ASSOCIATES, INC. 5750 GENESEE COURT, STE 200 FIRSCO, TEXAS 75034 CONTACT: SYLVIANA GUNAWAN TEL: (972) 335-3580 FAX: (972) 335-3779
ARCHITECT	CIVIL ENGINEER
RASHMI C INCORPORATED CONTACT: RASHMINDRER CHANDEL PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com	TRIANGLE ENGINEERING LLC. CONTACT: KARTAVIVA (KEVIN) PATEL PH. NO. (469)213-1707 EMAIL: KPATEL@TRIANGLE-ENGR.COM

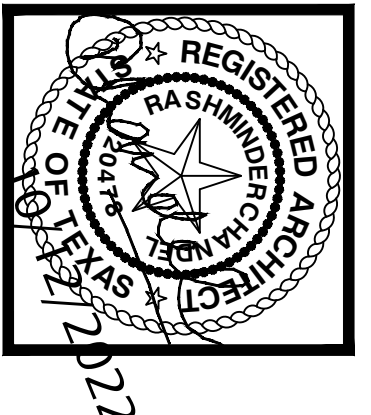
REVISION DATE	REVISION DESCRIPTION
10/28/2022	CITY COMMENTS
11/14/2022	ARCH REQUESTED REV.

CASE #S22-0010

LITTLE WONDERS MONTESSORI  
PROSPER CENTER ADDITION  
BLOCK A, LOT 1R1, 2.297 ACRES (100.663 S.F.)  
L. NETHERLY SURVEY ABSTRACT NO. 96Z  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS  
DATE PREPARED: 10/12/2022

SHEET NO.

FP-1



## PLANNING



**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Mario Canizares, Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure  
Services**

**Re: SUP Wireless Communications Structure**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

Consider and act upon an ordinance for a Specific Use Permit for a new Wireless Communications and Support Structure, on .05± acre, located on the north side of Prosper Trail, west of Legacy Drive. (S22-0011)

**Description of Agenda Item:**

On January 24, 2023, the Town Council approved the proposed request, by a vote of 7-0. A zoning ordinance has been prepared accordingly.

**Legal Obligations and Review:**

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

**Attachments:**

1. Ordinance
2. Ordinance Exhibit

**Town Staff Recommendation:**

Town Staff recommends approval of an ordinance for a Specific Use Permit for a new Wireless Communications and Support Structure, on .05± acre, located on the north side of Prosper Trail, west of Legacy Drive. (S22-0011)

**Proposed Motion:**

I move to approve an ordinance for a Specific Use Permit for a new Wireless Communications and Support Structure, on .05± acre, located on the north side of Prosper Trail, west of Legacy Drive. (S22-0011)

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY GRANTING A SPECIFIC USE PERMIT 45 (SUP-45) FOR A WIRELESS COMMUNICATION AND SUPPORT STRUCTURE, LOCATED ON A TRACT OF LAND CONSISTING 0.0574 ACRE, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from Sara Sangani ("Applicant"), to rezone 0.0574 acre of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

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

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

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

### **SECTION 1**

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

### **SECTION 2**

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 0.0574 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads, and alleyways contiguous and/or adjacent thereto is hereby zoned as Downtown Office (DTO) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.



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

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

### **SECTION 6**

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

**SECTION 7**

Savings/Repealing Clause. Prosper’s Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF FEBRUARY, 2023.**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

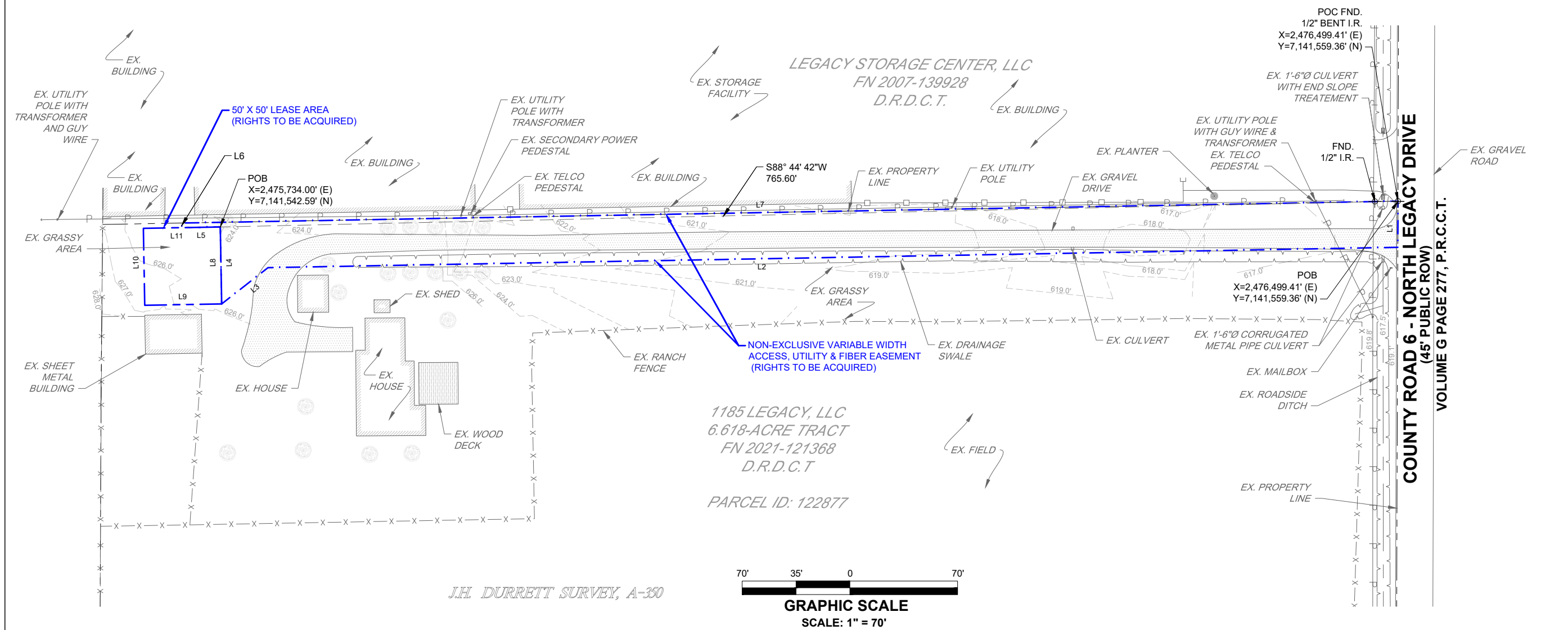
**APPROVED AS TO FORM AND LEGALITY:**

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

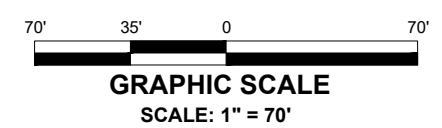
FAA 1A INFORMATION	
LATITUDE	33.249453°
LONGITUDE	-96.840765°
ELEVATION	626.0' AMSL

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	30.01'	S00° 10' 48"E
L2	734.41'	S88° 58' 10"W
L3	38.24'	S51° 59' 52"W
L4	50.00'	N01° 01' 50"W
L5	25.00'	S88° 58' 10"W
L6	3.00'	N01° 01' 50"W

LINE TABLE		
LINE #	DISTANCE	BEARING
L7	790.59'	N88° 58' 10"E
L8	50.00'	S01° 01' 50"E
L9	50.00'	S88° 58' 10"W
L10	50.00'	N01° 01' 50"W
L11	50.00'	N88° 58' 10"E



J.H. DURRETT SURVEY, A-350



SURVEY PREPARED FOR: **Item 16.**

**ANTHEMNET, INC.**  
5944 LUTHER LANE  
SUITE 725  
DALLAS, TX 75225  
PHONE: 512-539-7151

SURVEY PREPARED BY:

**3D DESIGN & ENGINEERING INC.**  
DEPARTMENT OF SURVEYING  
21502 E WINTER VIOLET CT  
CYPRESS, TX. 77433  
PHONE: 832-510-9621  
www.3ddne.com  
INFO@3DDNE.COM  
TEXAS REGISTRATION NO. 10194603

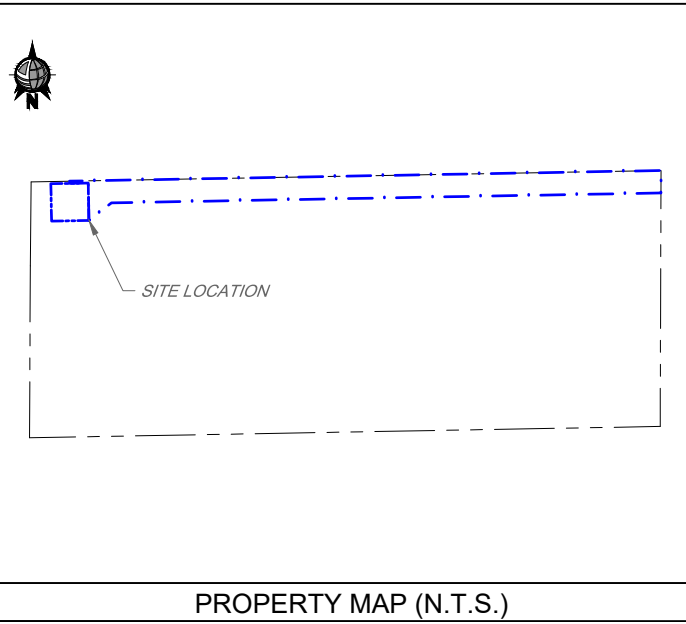
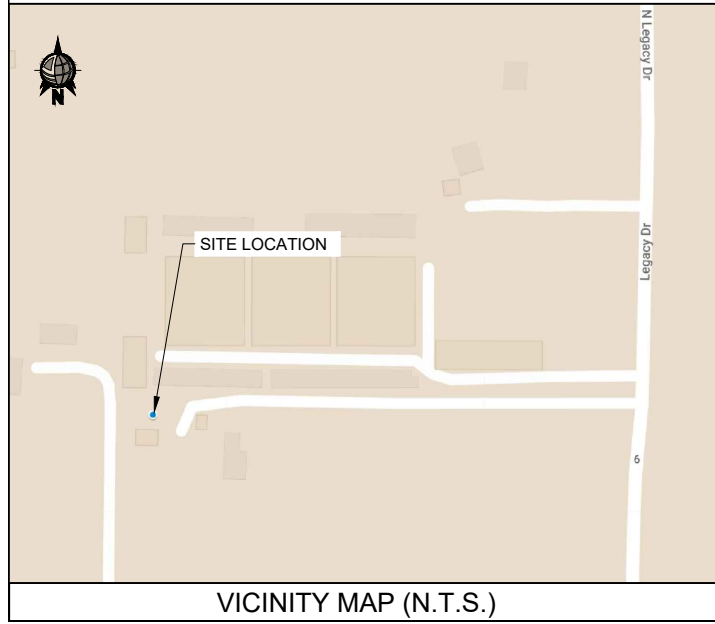
REV	DATE	DESCRIPTION	BY
1	8-24-22	NEW TITLE REPORT	PM
1	11-23-22	PERMIT REV	PM

SITE EXHIBIT AND DESCRIPTION

**ANTEHMNET - TEXAS AREA**

**PROSPER STAR**

LEGACY DR  
PROSPER, TX 75078



ABBREVIATIONS	
AMSL	AVERAGE MEAN SEA LEVEL
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAINLINK
D.E.	DRAINAGE EASEMENT
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
EX.	EXISTING
FN	FILE NUMBER
I.P.	IRON PIPE
I.R.	IRON ROD
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
O.H.	OVERHEAD
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND			
--- (dashed blue line)	LESSEE LEASE AREA	- . - . - . (dashed black line)	EX. EASEMENT
--- (dotted blue line)	LESSEE EASEMENT	--- (dashed black line)	EX. PROPERTY LINE
- x - x - (dashed black line)	EX. RANCH FENCE	- P - P - (dashed black line)	EX. OH POWER LINES
- o - o - (dashed black line)	EX. WROUGHT IRON FENCE	- P - P - (dashed black line)	EX. UTILITY POLE
- v - v - (dashed black line)	EX. HIGH BANK	- P - P - (dashed black line)	EX. TELCO PEDESTAL
		- P - P - (dashed black line)	EX. MANHOLE
		- P - P - (dashed black line)	EX. PLANTER

I HEREBY CERTIFY TO ANTHEMNET, INC. THAT THIS SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



HELENE F. LECOANET, RPLS  
TEXAS REGISTRATION NO. 6567

DRAWN BY: PDM  
CHECKED BY: HL  
DATE: 11/23/2022

EXHIBIT A

**50'X50' LEASE AREA DESCRIPTION:**

BEING A 50'X50' LEASE AREA CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) LOCATED IN THE J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE TRACT AS RECORDED IN FILE NUMBER 2021-121368 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, SAID 0.0574-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A 1/2" BENT IRON ROD MONUMENTING THE NORTHEAST CORNER OF SAID 6.618-ACRE TRACT AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,476,499.41 (E), Y=7,141,559.36 (N);

THENCE SOUTH 88 DEGREES 44 MINUTES 42 SECONDS WEST, 765.60 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,475,734.00 (E), Y=7,141,542.59 (N);

THENCE SOUTH 01 DEGREES 01 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 50.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 50.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) OF LAND.

**NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT DESCRIPTION:**

BEING A NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT CONTAINING 0.5368 ACRES (23,384.69 SQUARE FEET) LOCATED IN THE J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE TRACT AS RECORDED IN FILE NUMBER 2021-121368 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, SAID 0.5368-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

BEGINNING AT A 1/2" BENT IRON ROD MONUMENTING THE NORTHEAST CORNER OF SAID 6.618-ACRE TRACT AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,476,499.41 (E), Y=7,141,559.36 (N);

THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS EAST, 30.01 FEET ALONG THE EASTERLY PROPERTY LINE OF SAID 6.618-ACRE TRACT, TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 734.41 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 51 DEGREES 59 MINUTES 52 SECONDS WEST, 38.24 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 50.00 FEET TO AN INTERIOR WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 25.00 FEET TO A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 3.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 790.59 FEET TO THE POINT OF BEGINNING, CONTAINING 0.5368 ACRES (23,384.69 SQUARE FEET) OF LAND.

**GENERAL NOTES:**

1. ALL BEARINGS ARE GRID BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 AND ARE ROUNDED TO THE NEAREST SECOND. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
2. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
3. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 06/17/2022).
4. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
5. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND NO BOUNDARY SURVEY OF THE PARENT TRACT WAS PERFORMED.
7. THIS SURVEY CONTAINS A DRAWING AND METES & BOUNDS DESCRIPTIONS FOR A 50'X50' LEASE AREA AND A NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT THAT WERE PREPARED FOR THE EXCLUSIVE USE OF ANTHEMNET, INC. AND EXCLUSIVELY FOR THE TRANSFER OF THE LESSEE PREMISES SHOWN HEREON. THE LEASE AREA AND THE EASEMENTS WILL NOT BE MONUMENTED.
8. THIS SURVEY WAS BASED ON INFORMATION FOUND IN THE ABTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23049, DATED JULY 14, 2022.
9. NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC SURVEY.
10. ALL ZONING INFORMATION SHOULD BE VERIFIED WITH PROPER ZONING OFFICIALS.
11. UTILITY EASEMENTS AS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS CONDUCTED ON 06/17/2022. UNDERGROUND UTILITIES MAY EXIST AND WERE NOT PHYSICALLY LOCATED AS A PART OF THIS SURVEY.
12. AT THE TIME OF THE SURVEY, THE 50'X50' LEASE AREA AND THE NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT LIE WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48121C0430G, EFFECTIVE 04/18/2011 (DENTON COUNTY, TEXAS).

**EASEMENTS AND AGREEMENT:**

EASEMENTS AND AGREEMENT HEREON WERE LISTED IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23049, DATED JULY 14, 2022:

- RIGHT-OF-WAY EASEMENT DATED APRIL 13, 1938 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 402, PAGE 318 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (THE EASEMENT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION)
- RIGHT-OF-WAY EASEMENT DATED FEBRUARY 26, 1946 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 402, PAGE 374 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (THE EASEMENT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION)
- MEMORANDUM OF COMMUNICATIONS FACILITY SITE LEASE AGREEMENT DATED JUNE 14, 2022 BETWEEN 1185 LEGACY, LLC AND ANTHEMNET, INC. AS RECORDED IN FILE NUMBER 2022-98972 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS.



LEASE LOCATION



ACCESS PATH

SURVEY PREPARED FOR: **Item 16.**

**ANTHEMNET, INC.**  
5944 LUTHER LANE  
SUITE 725  
DALLAS, TX 75225  
PHONE: 512-539-7151

SURVEY PREPARED BY:

**3D DESIGN & ENGINEERING INC.**  
DEPARTMENT OF SURVEYING  
21502 E WINTER VIOLET CT  
CYPRESS, TX. 77433  
PHONE: 832-510-9621  
www.3ddne.com  
INFO@3DDNE.COM  
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY
1	8-24-22	NEW TITLE REPORT	PM
1	11-23-22	PERMIT REV	PM

SITE EXHIBIT AND DESCRIPTION

**ANTHEMNET - TEXAS AREA**

**PROSPER STAR**

LEGACY DR  
PROSPER, TX 75078

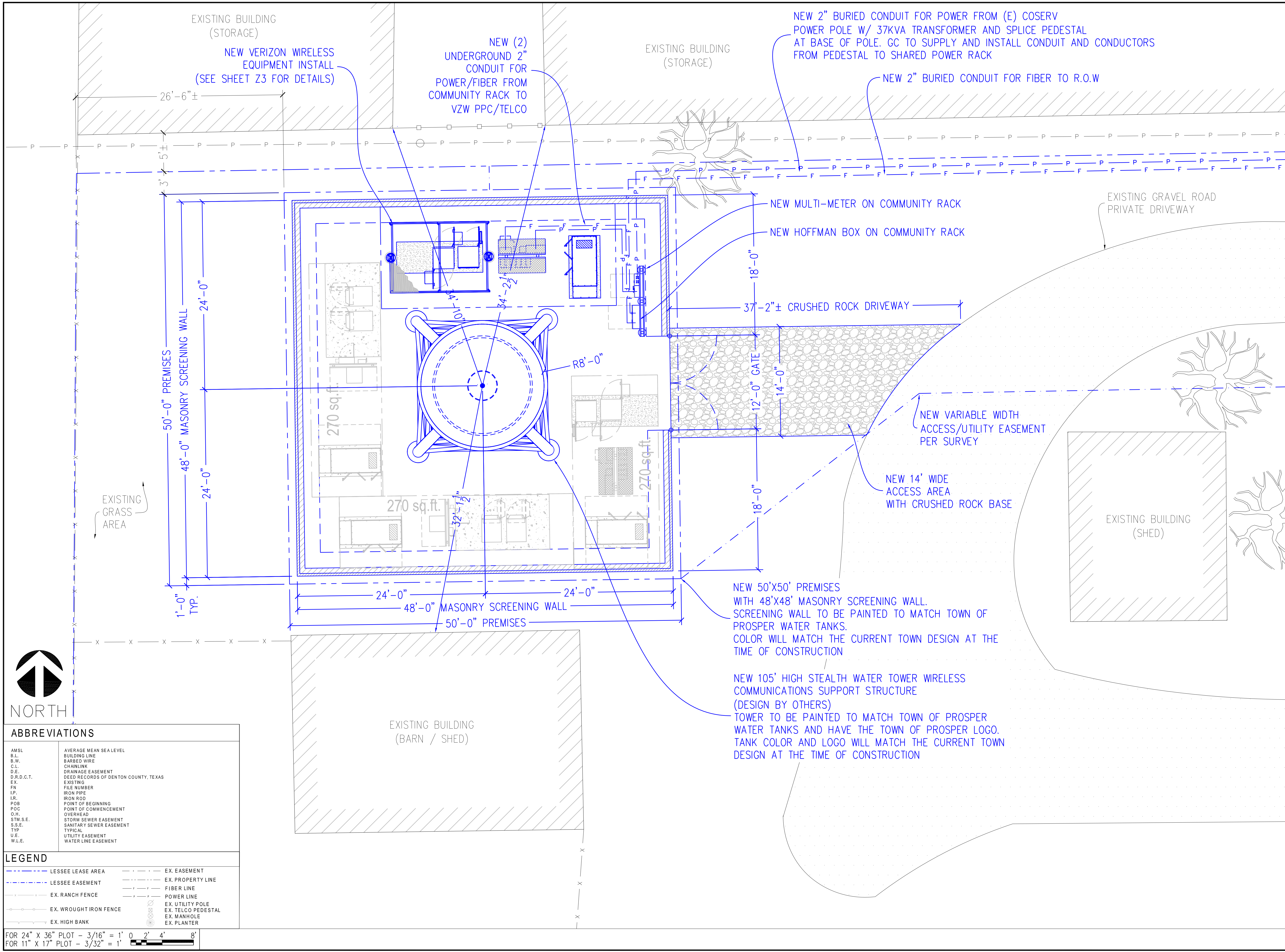
I HEREBY CERTIFY TO ANTHEMNET, INC. THAT THIS SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

*Helene F. Lecoanet*

HELENE F. LECOANET, RPLS  
TEXAS REGISTRATION NO. 6567

DRAWN BY:	PDM
CHECKED BY:	HL
DATE:	11/23/2022





ACGI# 22-2082, 22-4198,

DRAWN BY: CG/MG

CHECKED BY: CZ

4	11/23/22	REVISED SURVEY
5	12/02/22	REMOVED LANDSCAPE
6	12/29/22	REVISED TOWER COLORS
7	01/17/23	CHANGE TO 'TOWN' OF PROSPER

**ALLPRO**  
CONSULTING GROUP, INC.  
9221 Lyndon B Johnson Fwy  
Suite 204, Dallas, TX 75243  
Phone: 972-231-8893  
Fax: 866-364-8375  
www.allprocg.com  
registration no. 8242

01/17/23

SHIANG ZHANG  
137482  
LICENSED PROFESSIONAL ENGINEER

'PROSPER STAR'  
NEW CELL SITE BUILD  
STEALTH  
WATER TOWER  
WIRELESS  
COMMUNICATION  
SUPPORT STRUCTURE

OWNER  
1185 LEGACY LLC  
3225 MCLEOD DR  
LAS VEGAS, NV 89121-2257

LEGAL DESCRIPTION  
J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE, TRACT 7 AS RECORDED IN FILE NUMBER 2021-121368 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS

ADDRESS  
1185 N LEGACY DR  
PROSPER, TX 75078  
DENTON COUNTY

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER  
**Z-2**

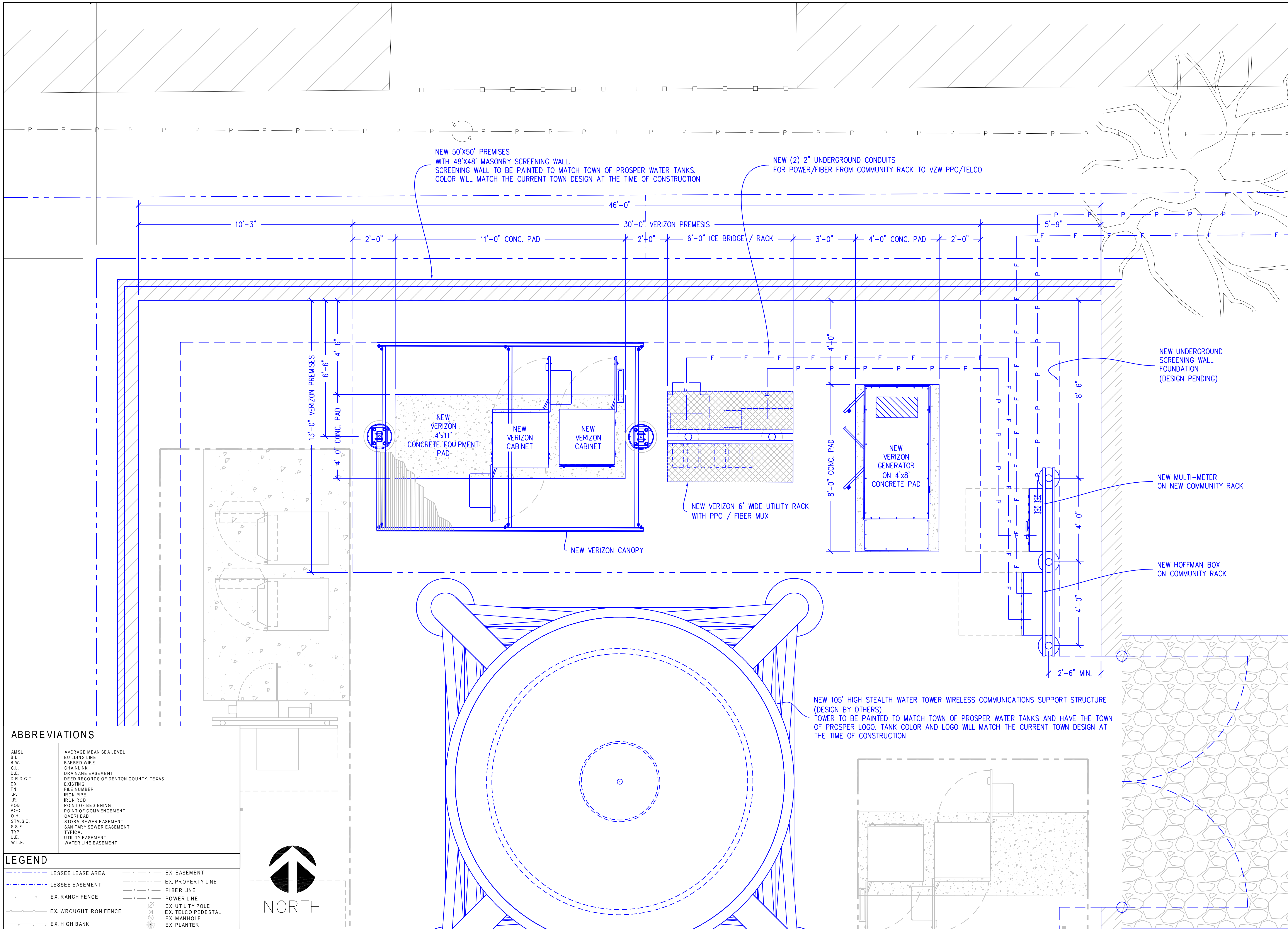
**ABBREVIATIONS**

AMSL	AVERAGE MEAN SEA LEVEL
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAINLINK
D.E.	DRAINAGE EASEMENT
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
EX.	EXISTING
FN	FILE NUMBER
I.P.	IRON PIPE
I.R.	IRON ROD
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
O.H.	OVERHEAD
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

**LEGEND**

---	LESSEE LEASE AREA	---	EX. EASEMENT
---	LESSEE EASEMENT	---	EX. PROPERTY LINE
---	EX. RANCH FENCE	---	FIBER LINE
---	EX. WROUGHT IRON FENCE	---	POWER LINE
---	EX. HIGH BANK	---	EX. UTILITY POLE
		---	EX. TELCO PEDESTAL
		---	EX. MANHOLE
		---	EX. PLANTER

FOR 24" X 36" PLOT - 3/16" = 1' 0 2' 4' 8'  
FOR 11" X 17" PLOT - 3/32" = 1'



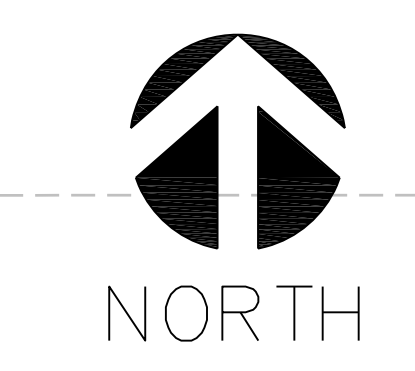
**ABBREVIATIONS**

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D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
EX.	EXISTING
FN	FILE NUMBER
IP.	IRON PIPE
IR.	IRON ROD
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
O.H.	OVERHEAD
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

**LEGEND**

---	LESSEE LEASE AREA	---	EX. EASEMENT
---	LESSEE EASEMENT	---	EX. PROPERTY LINE
---	EX. RANCH FENCE	---	FIBER LINE
---	EX. WROUGHT IRON FENCE	---	POWER LINE
---	EX. HIGH BANK	---	EX. UTILITY POLE
		---	EX. TELCO PEDESTAL
		---	EX. MANHOLE
		---	EX. PLANTER



FOR 24" X 36" PLOT - 1/2" = 1' 0"  
 FOR 11" X 17" PLOT - 1/4" = 1'



ACGI# 22-2082, 22-4198,

DRAWN BY: CG/MG

CHECKED BY: CZ

4	11/23/22	REVISED SURVEY
5	12/02/22	REMOVED LANDSCAPE
6	12/29/22	REVISED TOWER COLORS
7	01/17/23	CHANGE TO 'TOWN' OF PROSPER

**ALLPRO**  
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 9221 Lyndon B Johnson Fwy  
 Suite 204, Dallas, TX 75243  
 Phone: 972-231-8893  
 Fax: 866-364-8375  
 www.allprocg.com  
 registration no. 8242



**'PROSPER STAR'**  
 NEW CELL SITE BUILD  
 STEALTH  
 WATER TOWER  
 WIRELESS  
 COMMUNICATION  
 SUPPORT STRUCTURE

OWNER  
 1185 LEGACY LLC  
 3225 MCLEOD DR  
 LAS VEGAS, NV 89121-2257

LEGAL DESCRIPTION  
 J.H. DURRETT SURVEY, ABSTRACT  
 NO. 350, DENTON COUNTY, TEXAS,  
 AND BEING OUT OF AND PART OF  
 A 6.618-ACRE, TRACT 7  
 AS RECORDED IN FILE NUMBER  
 2021-121368 OF THE DEED  
 RECORDS OF DENTON COUNTY,  
 TEXAS

ADDRESS  
 1185 N LEGACY DR  
 PROSPER, TX 75078  
 DENTON COUNTY

SHEET TITLE  
 VERIZON EQUIPMENT PLAN

SHEET NUMBER  
**Z-3**

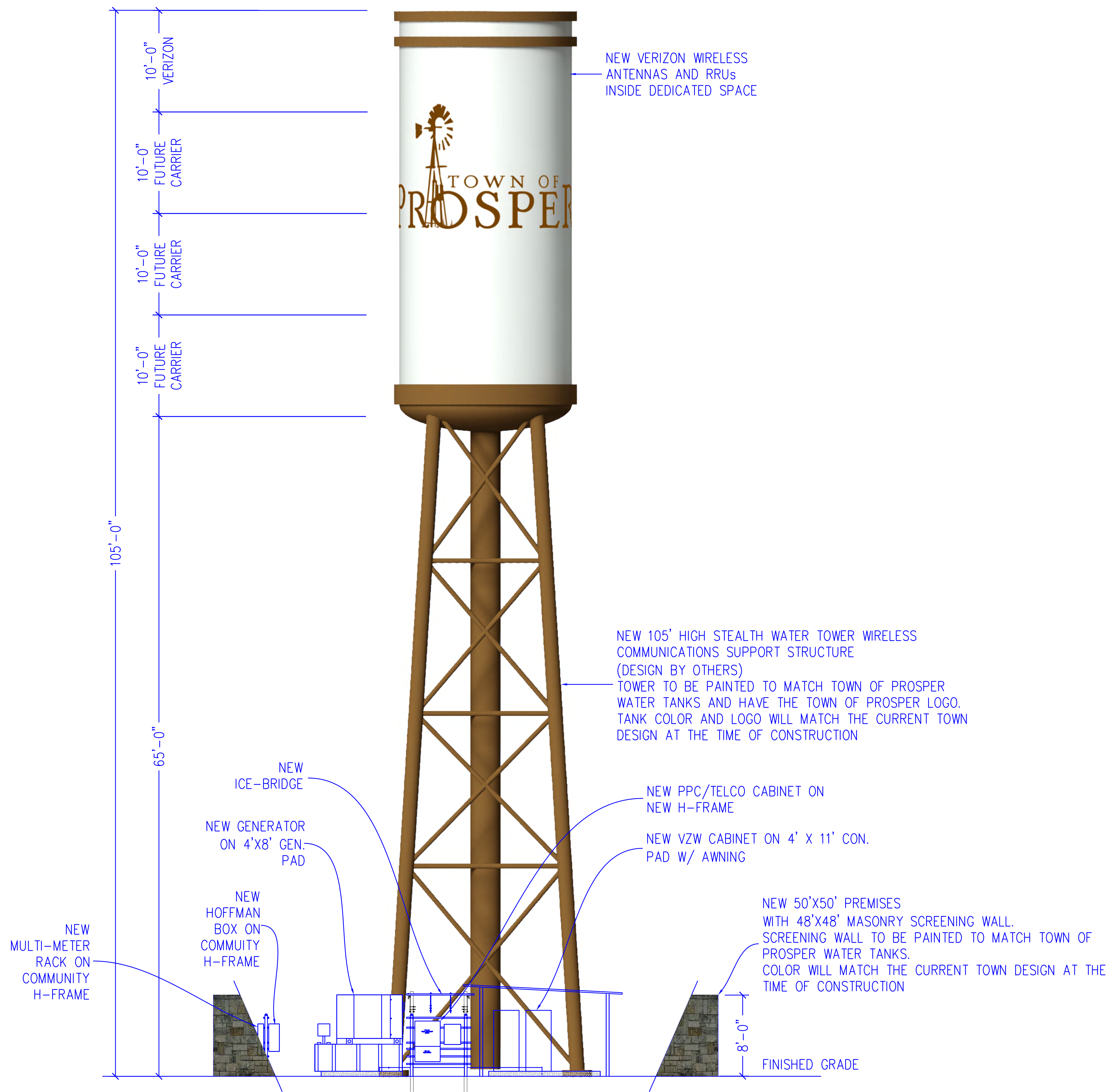


PHOTO SIMULATION

FOR 24" X 36" PLOT - 3/16" = 1' 0 2' 4' 8'  
 FOR 11" X 17" PLOT - 3/32" = 1'



ACGI# 22-2082, 22-4198,

DRAWN BY: CG/MG

CHECKED BY: CZ

4	11/23/22	REVISED SURVEY
5	12/02/22	REMOVED LANDSCAPE
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**'PROSPER STAR'**  
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 WIRELESS  
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OWNER  
 1185 LEGACY LLC  
 3225 MCLEOD DR  
 LAS VEGAS, NV 89121-2257

LEGAL DESCRIPTION  
 J.H. DURRETT SURVEY, ABSTRACT  
 NO. 350, DENTON COUNTY, TEXAS,  
 AND BEING OUT OF AND PART OF  
 A 6.618-ACRE, TRACT 7  
 AS RECORDED IN FILE NUMBER  
 2021-121368 OF THE DEED  
 RECORDS OF DENTON COUNTY,  
 TEXAS

ADDRESS  
 1185 N LEGACY DR  
 PROSPER, TX 75078  
 DENTON COUNTY

SHEET TITLE  
 EQUIPMENT ELEVATION

SHEET NUMBER  
**Z-4**





## PLANNING

**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Mario Canizares, Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services**

**Re: Development Agreement Legacy Tower**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Anthemnet Inc, and the Town of Prosper, Texas, related to the Legacy Tower, located on the north side of Prosper Trail, west of Legacy Drive.

**Description of Agenda Item:**

On January 24, 2023, the Town Council approved the proposed request, by a vote of 7-0.

A Development Agreement has been prepared accordingly.

**Legal Obligations and Review:**

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

**Attachments:**

1. Development Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Anthemnet Inc, and the Town of Prosper, Texas, related to the Legacy Tower, located on the north side of Prosper Trail, west of Legacy Drive.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Development Agreement between Anthemnet Inc, and the Town of Prosper, Texas, related to the Legacy Tower, located on the north side of Prosper Trail, west of Legacy Drive.

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Anthemnet, Inc., a Delaware corporation ("Developer") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

**WHEREAS**, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Developer is developing in the Town a stealth water tower wireless communication support structure within a 2,500 square foot lease area (the "Premises") on an approximate 0.2-acre tract of land generally located on the north side of Prosper Trail, west of Legacy Drive (the "Property"), and a legal description of the Premises is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the foregoing Property was rezoned by the Town Council on or about January 24, 2023, when the Town Council approved a specific use permit for the Property, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Development Standards.** For any structure built by Developer on the Premises following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Anthemnet Equipment Plan" and "Equipment Elevation," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future. Notwithstanding the foregoing, Anthemnet shall only be required to comply with the Anthemnet Equipment Plan as it relates to the tower structure and compound enclosure. Anthemnet (and its subtenants) shall be permitted to deviate from the Anthemnet Equipment Plan's specifications for equipment within the enclosure so long as such equipment (i) does not exceed eight feet (8') in height, and (ii) complies with the Town's building/construction code.

**2. Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the

benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Premises or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

3. **Applicability of Town Ordinances.** Developer shall develop the Premises, and construct all structures on the Premises, in accordance with all applicable Town ordinances and building/construction codes.

4. **Intentionally Deleted.**

5. **Representation of the Parties.** Both the Town and Developer have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Developer's and the Town's rights under Texas and federal law.

6. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

7. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

8. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper  
250 W. First Street  
P.O. Box 307  
Prosper, Texas 75078  
Attention: Town Manager

If to Developer: Anthemnet, Inc.  
5944 Luther Lane, Suite 725

Dallas, Texas 75225  
Attention: Mr. John Brian Richmond

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

10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Premises and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

11. **Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

12. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

13. **Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Mayor of the Town to execute this Agreement on behalf of the Town.

14. **Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Denton County, Texas.

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

16. **Assignment of Agreement.** Developer has the right (from time to time without the consent of the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any

person or entity (an "Assignee") that is or will become an Developer of any portion of the Premises or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment.

**17. Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**18. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

**20. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

**21. Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Premises; however, the failure to provide such copies shall not affect the validity of any amendment.

**22. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date referenced herein.

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

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

Name: Mario Canizares

Title: Town Manager

**STATE OF TEXAS            )**

**)**

**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_ day of February, 2023, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

My Commission Expires: \_\_\_\_\_

DEVELOPER:

ANTHEMNET, INC., a Delaware corporation

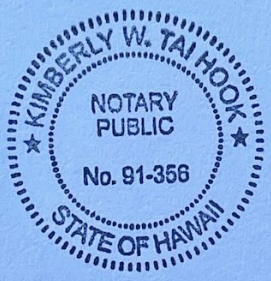
*AS*

By: \_\_\_\_\_  
Name: John Brian Richmond  
Title: CEO

*AS*  
STATE OF Hawaii )  
Kauai )  
COUNTY OF DALLAS )

This instrument was acknowledged before me on the 16<sup>th</sup> day of February, 2023, by John Brian Richmond in his capacity as CEO of Anthemnet, Inc., a Delaware corporation, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

*Kimberly*  
Kimberly W. Tai Hook  
Notary Public, State of Texas Hawaii  
My Commission Expires: 06-07-2024



*under*  
Doc. Date: 02-16-2023 #Page 10  
Notary Name: KIMBERLY W. TAI HOOK Circuit  
Doc. Description: Development Agreement  
Notary Signature: *[Signature]* Date: 02-16-2023  
NOTARY CERTIFICATION

**EXHIBIT A**

**(Property Legal Description)**

*A.S. - D*

*John Brown Richmond  
CEO*



**ANTHEMNET**  
ANTHEMNET, INC.  
3900 WEST LA PLANE  
DALLAS, TX 75225  
PHONE: 512-539-7151

**3DD&E**  
3D DESIGN & ENGINEERING INC.  
DEPARTMENT OF SURVEYING  
2150 WEST WINDYBROOK CT  
CYPRESS, TX 77433  
PHONE: 832-210-8621  
www.3ddne.com

TEXAS REGISTRATION NO. 10194603

REV#	DATE	DESCRIPTION	BY	PM
1	11-23-22	PERMIT REV		PM
1	11-23-22	FILE REPORT		PM

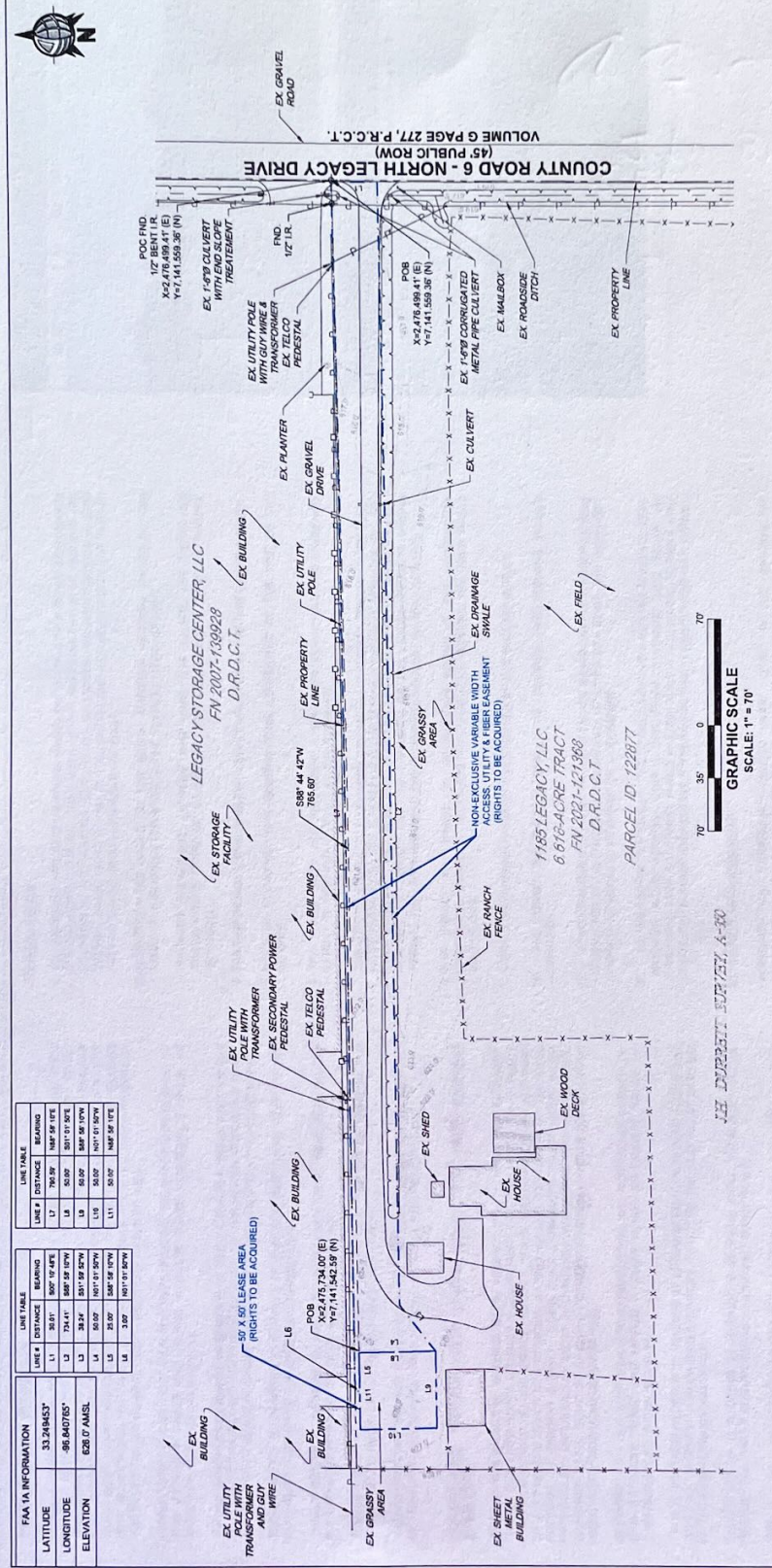
PROSPER STAR  
LEGACY DR  
PROSPER, TX 75078

**ANTHEMNET - TEXAS AREA**  
SITE EXHIBIT AND DESCRIPTION

HELENE F. LECOANET, P.R.S.  
TEXAS REGISTRATION NO. 6587

CREATED BY: PDM  
CHECKED BY: HL  
DATE: 11/23/2022

SHEET 1 OF 2  
SURVEY NOT VALID WITHOUT ALL SHEETS



I HEREBY CERTIFY TO ANTHEMNET, INC. THAT THIS SURVEY WAS MADE BY ME OR SOMEONE EMPLOYED BY ME ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED THEREWITH, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

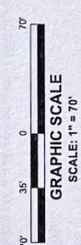
LINE TABLE		
LINE #	DISTANCE	BEARING
L1	798.59	S89°19'47"E
L2	50.00	S01°01'50"E
L3	50.00	S89°58'07"W
L4	50.00	S01°01'50"W
L5	50.00	S89°58'07"E

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	798.59	S89°19'47"E
L2	50.00	S01°01'50"E
L3	50.00	S89°58'07"W
L4	50.00	S01°01'50"W
L5	50.00	S89°58'07"E

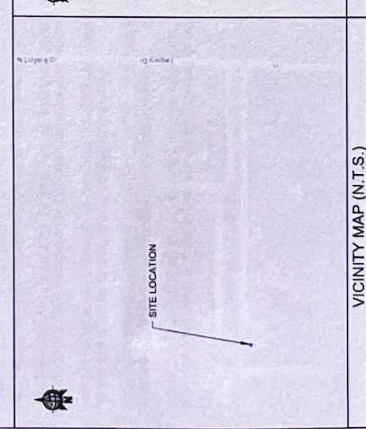
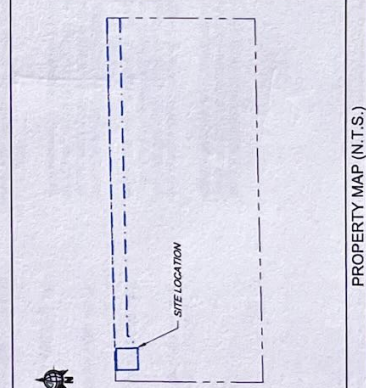
FAA 1A INFORMATION		
LATITUDE	LONGITUDE	ELEVATION
33.248437	-98.640785	628.0' AMSL



ABBREVIATIONS	
AMB	AVERAGE MEAN SEA LEVEL
B/W	BARBED WIRE
DL	DEED RECORD
DEED	DEED RECORDS OF DENTON COUNTY, TEXAS
PL	PLAT RECORDS OF COLLIN COUNTY, TEXAS
PL	PLAT RECORDS OF COLLIN COUNTY, TEXAS
POC	POINT OF COMMENCEMENT
STALS	STATIONARY SEWER EASEMENT
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND	
---	LESSOR LEASE AREA
---	LESSEE EASEMENT
---	EX EASEMENT
---	EX PROPERTY LINE
---	EX OH POWER LINES
---	EX UTILITY POLE
---	EX MANHOLE
---	EX PLANTER
---	EX RANCH FENCE
---	EX WROUGHT IRON FENCE
---	EX HIGH BANK



**ANTHEMNET**  
ANTHEMNET, INC.  
5844 W. SHELBY LANE  
SUITE 725  
DALLAS, TX 75225  
PHONE: 512-338-7151

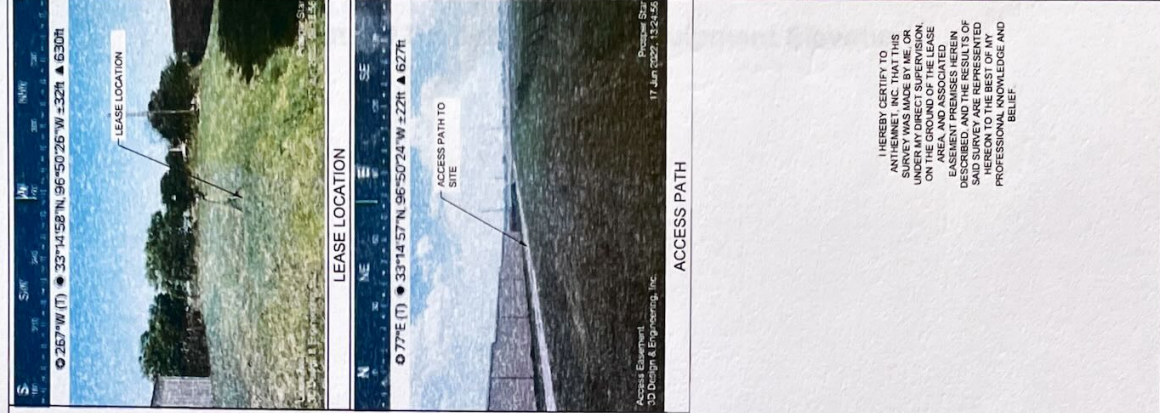
**3DD&E**  
3D DESIGN & ENGINEERING INC.  
DEPARTMENT OF SURVEYING  
2100 W. WINDY HILLS CT  
CYPRESS, TX 77433  
PHONE: 832-510-9621  
WWW.3DD&E.COM  
N.F.O.B.DONNE CO.  
TEXAS REGISTRATION NO. 10194803

**PROSPER STAR**  
LEGACY DR  
PROSPER, TX 75078

**ANTHEMNET - TEXAS AREA**  
SITE EXHIBIT AND DESCRIPTION

HELENE F. LECOANET, P.R.S.  
TEXAS REGISTRATION NO. 6387

DATE: 11/23/2022  
SHEET 2 OF 2  
SURVEY NOT VALID WITHOUT ALL SHEETS



I HEREBY CERTIFY TO ANTHEMNET, INC. THAT THIS SURVEY WAS CONDUCTED UNDER MY DIRECT SUPERVISION ON THE CORRECT OF THE LEASE AREA AND ASSOCIATED EASEMENTS DESCRIBED IN THIS REPORT. SAID SURVEY ARE REPRESENTED TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

**GENERAL NOTES:**

1. ALL BEARINGS ARE GRID BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 AND ARE ROUNDED TO THE NEAREST SECOND. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDRETH OF FOOT.
2. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID19) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
3. OBSERVED ELEVATIONS, LATITUDE AND LONGITUDE VALUES, ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-1DC600, DATE OF SURVEY: 06/17/2022).
4. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
5. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND NO BOUNDARY SURVEY OF THE PARENT TRACT WAS PERFORMED.
7. THIS SURVEY CONTAINS A DRAWING AND METES & BOUNDS DESCRIPTIONS FOR A 50X50' LEASE AREA AND A NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT. THEY ARE PREPARED FOR THE EXCLUSIVE USE OF ANTHEMNET, INC. AND EXCLUSIVELY FOR THE USE OF THE PUMPS SHOWN HEREON. THE LEASE AREA AND THE EASEMENTS WILL NOT BE MONUMENTED.
8. THIS SURVEY WAS BASED ON INFORMATION FOUND IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23048, DATED JULY 14, 2022.
9. NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC SURVEY.
10. ALL ZONING INFORMATION SHOULD BE VERIFIED WITH PROPER ZONING OFFICIALS.
11. UTILITY EASEMENTS AS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS CONDUCTED ON 06/17/2022. UNDERGROUND UTILITIES MAY EXIST AND WERE NOT PHYSICALLY LOCATED AS A PART OF THIS SURVEY.
12. AT THE TIME OF THE SURVEY, THE 50X50' LEASE AREA AND THE NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT LIE WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48121C0430G, EFFECTIVE 04/18/2011 (DENTON COUNTY, TEXAS).

**EASEMENTS AND AGREEMENT:**

EASEMENTS AND AGREEMENT HEREON WERE LISTED IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23048, DATED JULY 14, 2022.

- RIGHT-OF-WAY EASEMENT DATED APRIL 13, 1938 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 402, PAGE 374 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (THE EASEMENT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION)
- RIGHT-OF-WAY EASEMENT DATED FEBRUARY 26, 1946 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 402, PAGE 374 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (THE EASEMENT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION)
- MEMORANDUM OF COMMUNICATIONS FACILITY SITE LEASE AGREEMENT DATED JUNE 14, 2022 BETWEEN 188 LEGACY DR ANTHEMNET, INC. AS RECORDED IN FILE NUMBER 2022-98972 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS.

**50X50' LEASE AREA DESCRIPTION:**

BEING A 50X50' LEASE AREA CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) LOCATED IN THE J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE TRACT AS RECORDED IN FILE NUMBER 2022-98972 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, SAID 0.0574-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A 1/2" BENT IRON ROD MONUMENTING THE NORTHEAST CORNER OF SAID 6.618-ACRE TRACT AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,476,499.41 (E), Y=7,141,559.36 (N);

THENCE SOUTH 88 DEGREES 44 MINUTES 42 SECONDS WEST, 765.60 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,475,734.00 (E), Y=7,141,542.59 (N);

THENCE SOUTH 01 DEGREES 01 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 50.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 50.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) OF LAND.

**NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT DESCRIPTION:**

BEING A NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT CONTAINING 0.3869 ACRES (2,394.69 SQUARE FEET) LOCATED IN THE J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE TRACT AS RECORDED IN FILE NUMBER 2022-98972 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, SAID 0.3869-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

BEGINNING AT A 1/2" BENT IRON ROD MONUMENTING THE NORTHEAST CORNER OF SAID 6.618-ACRE TRACT AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,476,499.41 (E), Y=7,141,559.36 (N);

THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS EAST, 30.01 FEET ALONG THE EASTERLY PROPERTY LINE OF SAID 6.618-ACRE TRACT, TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 734.41 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 51 DEGREES 59 MINUTES 52 SECONDS WEST, 38.24 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 50.00 FEET TO AN INTERIOR WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 25.00 FEET TO A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

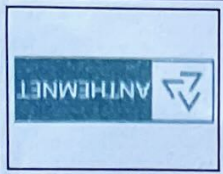
THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 3.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 790.59 FEET TO THE POINT OF BEGINNING, CONTAINING 0.3869 ACRES (2,394.69 SQUARE FEET) OF LAND.

**EXHIBIT B**

**(Anthemnet Equipment Plan/Equipment Elevation)**





ACOF 72-262, Z-108.  
 DRAWN BY: CMC  
 CHECKED BY: CJ  
 4/11/21/21 REVISION SURVEY  
 5/12/21/21 REVISION LANDSCAPE  
 6/17/21/21 REVISION TOWER COLORS  
 7/19/21/21 CHANGE TO TOWN OF PROSPER

**ALLPRO**  
 CONSULTING GROUP, INC.  
 6221 Lyndon B. Johnson Fwy  
 Suite 200  
 Dallas, TX 75243-4803  
 Tel: 972-344-8575  
 Fax: 972-344-8575  
 registration no. 26142



**'PROSPER STAR'**  
 NEW CELL SITE BUILD  
 STEALTH  
 WATER TOWER  
 WIRELESS  
 COMMUNICATION  
 SUPPORT STRUCTURE

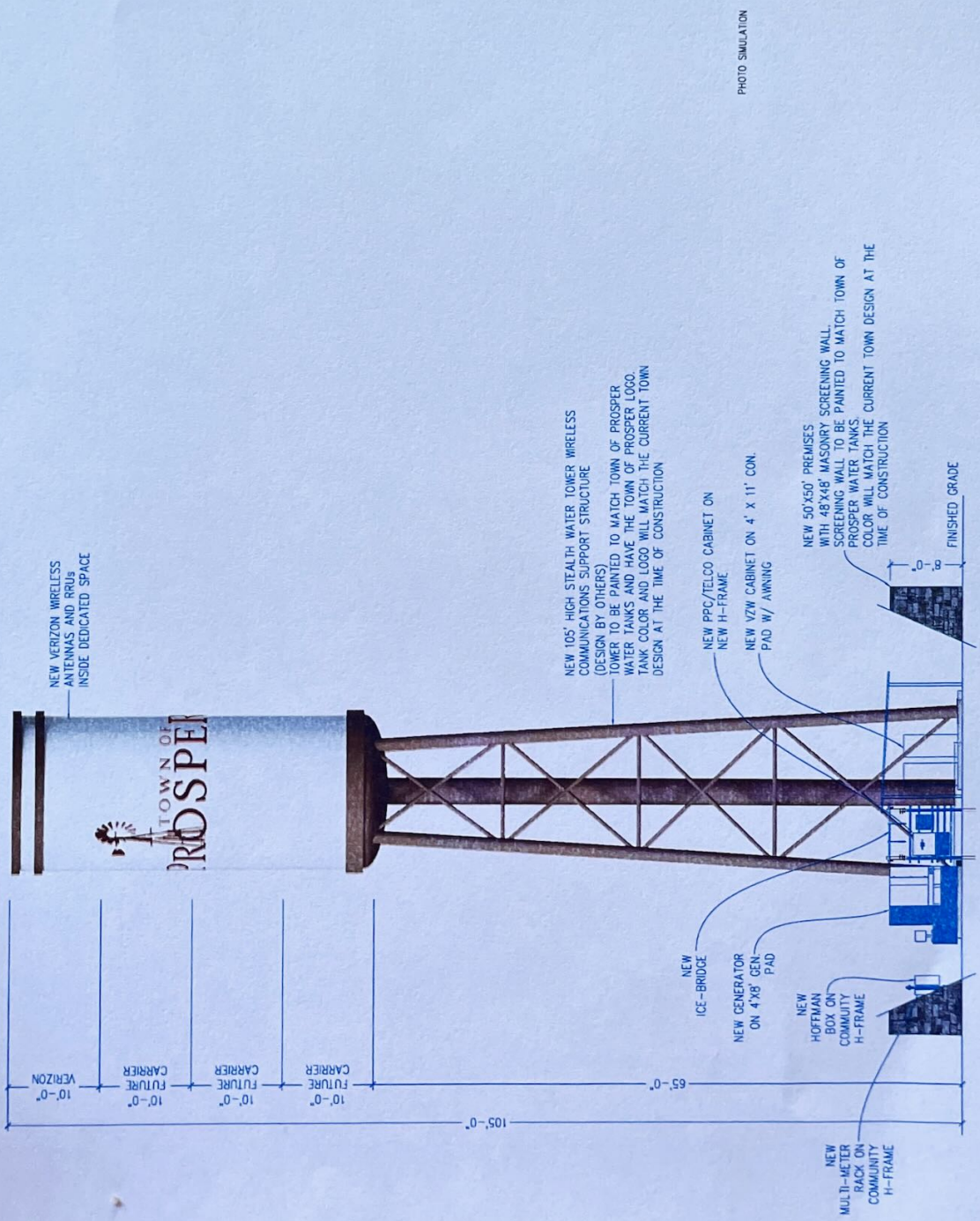
OWNER  
 1186 LEGACY LLC  
 3225 FALCLOD DR  
 LAS VEGAS, NV 89121-7257

LEGAL DESCRIPTION  
 3.14. A 6.638-ACRE TRACT OF LAND, MORE OR LESS, BEING PART OF AND PART OF A 6.638-ACRE TRACT 7 AS SHOWN ON THE PLAT NUMBER 2021-1138 OF THE PUBLIC RECORDS OF DENTON COUNTY, TEXAS

ADDRESS  
 1186 LEGACY DR  
 PROSPER, TX 75076  
 DENTON COUNTY

SHEET TITLE  
 EQUIPMENT ELEVATION

SHEET NUMBER  
**Z-4**



1/8" = 1'-0" (VERTICAL)  
 1/8" = 1'-0" (HORIZONTAL)



**PLANNING**

**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Mario Canizares, Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services**

**Re: PD-94 Westside Development Amendment**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

Conduct a public hearing and consider and act upon a request to amend Planned Development-94 (PD-94), for the Westside Development, on 63.7± acres., located northside of University Drive and east of FM 1385. (Z22-0020).

**History:**

In 2018, Planned Development-94 was approved for the Westside development, which was intended to be a mixed-use development including various uses, including, but not limited to multifamily, indoor commercial amusement, limited-service hotel, restaurant, retail, convenience store with gas pumps, and open space.

In early 2022, Planned Development-94 was amended to the update the PD with regards to an extended stay hotel. The updates included the type of hotel, layout elevation and parking accommodations.

**Description of Agenda Item:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Planned Development-94	Undeveloped	US 380 District
<b>North</b>	Agricultural and Planned Development-40-Single Family	Glenbrook Subdivision and Undeveloped	Medium Density Residential
<b>East</b>	Planned Development-40-Single Family	Undeveloped (floodplain)	US 380 District

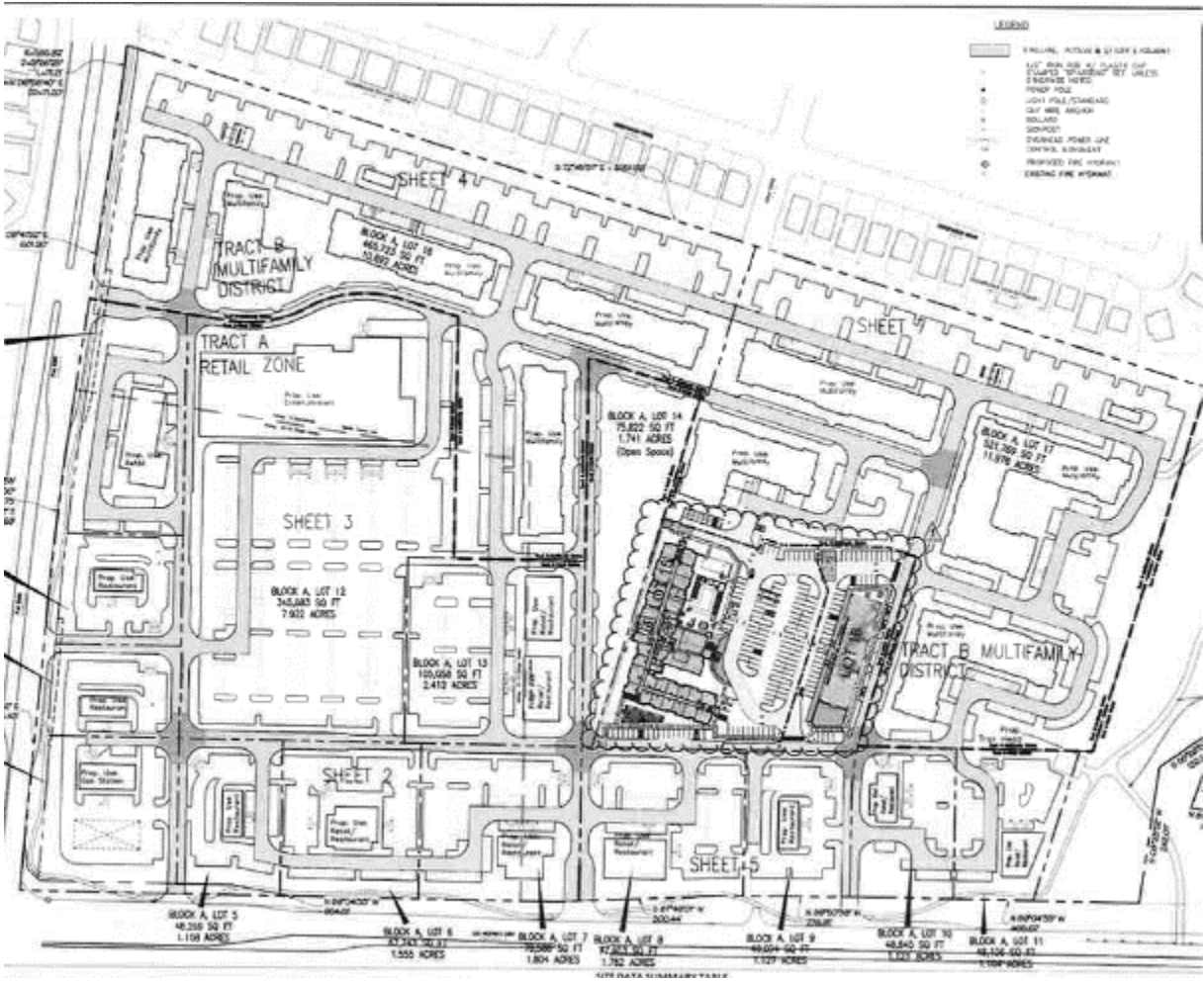
<b>South</b>	Town of Little Elm	Holt Cat Equipment Sales	Town of Little Elm
<b>West</b>	Denton County	Undeveloped, Savannah Subdivision, and Valero Gas Station	Denton County

**Requested Zoning** – The applicant is requesting to amend the PD to allow a big box retail use. The total sq. ft. consist of 160,508sqft. Rather than applying for an SUP, the applicant has made amendments to the current PD.

Details about the major proposed amendment are outlined below.

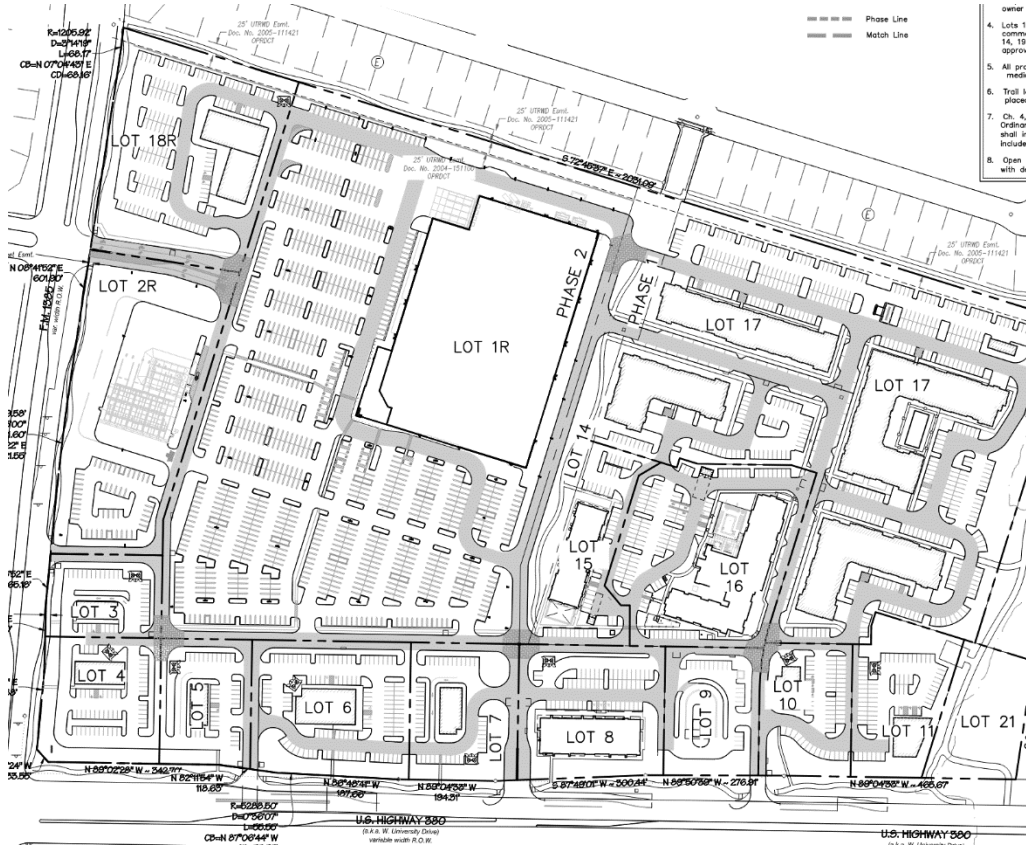
- *Permitted Uses* – The current PD requires a Specific Use Permit for a big box use. The proposed PD has been modified to allow a big box use as well as gas pumps as an accessory use. The PD allowed a maximum total of 480 multifamily units, the applicant is revising to two hundred and forty-three (243) units.
- *Layout* – To accommodate the new big box use, the proposed layout has been modified.

*Current Layout*

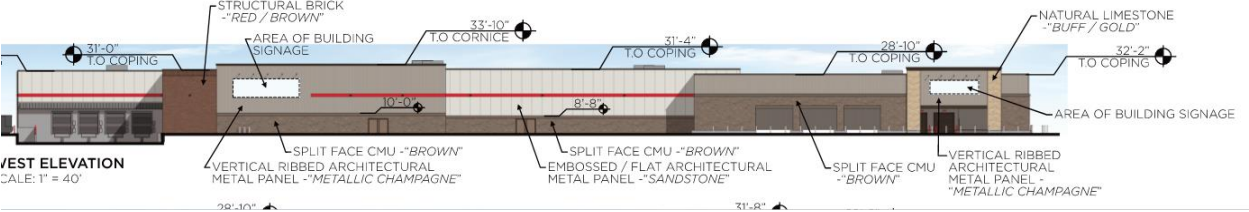


Proposed Layout





- **Architecture** – The PD amendment proposes to replace the indoor amusement. The proposed big box use will be constructed of brick, split face CMU, and metal panels as shown below. The applicant will submit an amended development agreement.



- **Triggers** – The PD requires certain square footage to be built in order for multifamily phases to occur. There are no changes to the triggers within this PD amendment.
- **Open space** – The PD does alter the configuration of the urban open space, but the acreage remains the same. The pedestrian from the central area of the development to the Glenbrooke neighborhood to the north via Kent Drive has been removed. This was requested by Glenbrooke neighborhood. The phasing of the construction does not change from the Planned Development.
- **Number of Restaurants with Drive -Throughs** - The PD originally allowed a total of four (4) restaurants with drive through, two (2) allowed on FM 1385 and two (2) along US 380. The applicant has kept the total number of drive - through restaurants allowed, but has revised the

locations of the allowable use. The applicant is proposing three (3) noncontiguous shall be permitted along US 380 and a maximum of one (1) shall be permitted along FM 1385.

- Loading Dock – The applicant has requested a modification to propose a loading dock one hundred fifteen feet (115') from adjacent residential land use, as shown on Exhibit D. Per our zoning ordinance, at least two hundred feet (200') is required from adjacent residential land uses. The applicant is proposing six (6') in height above finish grade on the north side of wall be provided, in addition to the eight (8') screening wall between non-residential and residential.
- Landscaping/screening – The applicant has proposed an eight (8') precast concrete screening wall and shade trees along the retail side adjacent to the residence as well as a modified living screen along the multifamily side adjacent to the residences.

No other aspect of the proposed PD related to other uses or provisions are proposed to be modified with this amendment. Staff recommends approval of this request as presented.

**Future Land Use Plan** – The Future Land Use Plan recommends US 380 District for the property. The request conforms to the Future Land Use Plan.

### **Highway 380 District**

Much like the Dallas North Tollway district, the Highway 380 district will contain a variety of different uses. The major contrast between Highway 380 and other districts will be the inclusion of a big box development and commercial service uses. Types of appropriate commercial include hotels, banks, vehicle refilling stations with a convenience store, home service centers with outside storage, garden center with outside storage and other similar uses which serve the community but are not necessarily desired on Preston Road or within the Dallas North Tollway corridor. Residential land uses may be appropriate within certain areas, particularly away from major intersections where retail and commercial will be the highest and best land use. Residential land uses may include patio homes, snout houses, townhomes and brownstones. These residential areas may serve as a buffer between more intense activity along Highway 380 and low density residential areas to the north.



**Thoroughfare Plan** – The property is adjacent to US 380, a future six-lane divided major thoroughfare and FM 1385 a future six-lane divided major thoroughfare.

**Parks** – This property is not needed for the development of a public park. Hike and bike trails are required in conjunction with development of the property in accordance with the Hike and Bike Trail Map of the Parks Master Plan.

### **Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by State Law. Notification was provided to neighboring property owners as required by state law. To date, staff has 2 letters in response to the proposed zoning request including 1 letter against the proposed zoning request.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Proposed Exhibits
3. Proposed Exhibit C Redlines (Tract A)
4. Reply Forms

**Planning & Zoning Recommendation:**

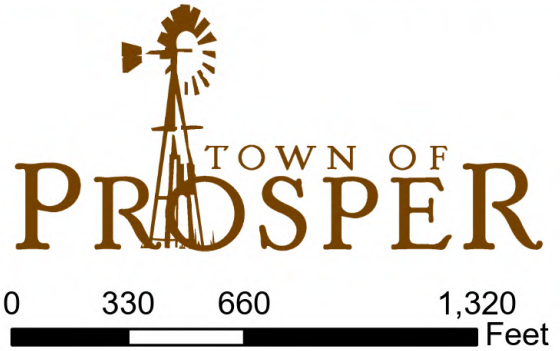
At their February 7, 2023, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, by a vote of 6-0 subject to the applicant revising the screening wall to a masonry screening wall along the Multifamily side.

**Town Staff Recommendation:**

Town staff recommends approval of a request to amend Planned Development-94 (PD-94), for the Westside Development, on 63.7± acres., located northside of University Drive and east of FM 1385. (Z22-0020).

**Proposed Motion:**

I move to approve/deny a request to amend Planned Development-94 (PD-94), for the Westside Development, on 63.7± acres., located northside of University Drive and east of FM 1385. (Z22-0020).

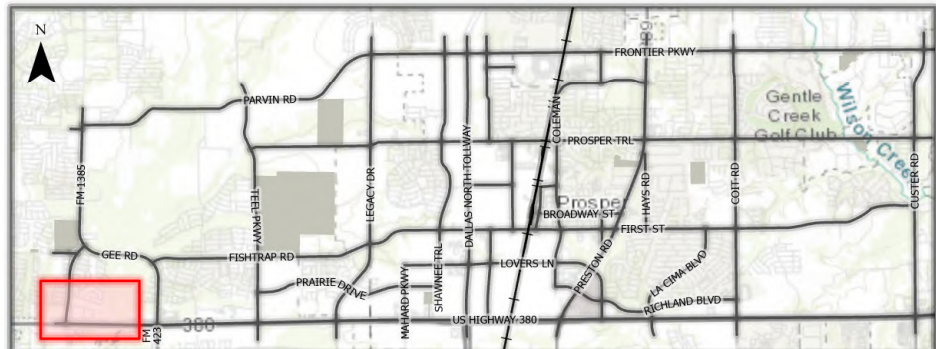
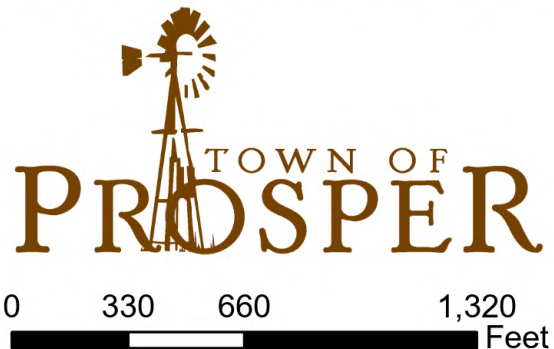


This map for illustration purposes only

Z22-0020

PD-94 Amendment  
Westside

Straight Zoning



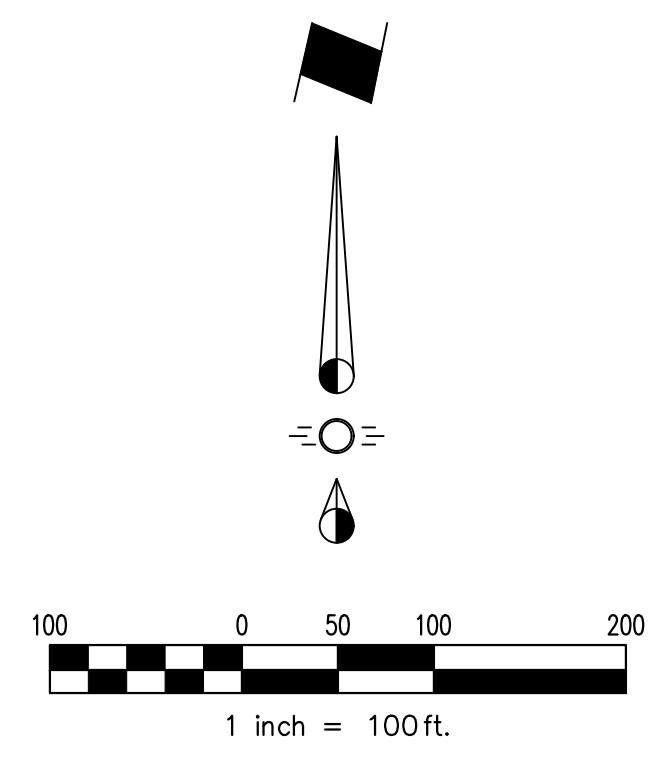
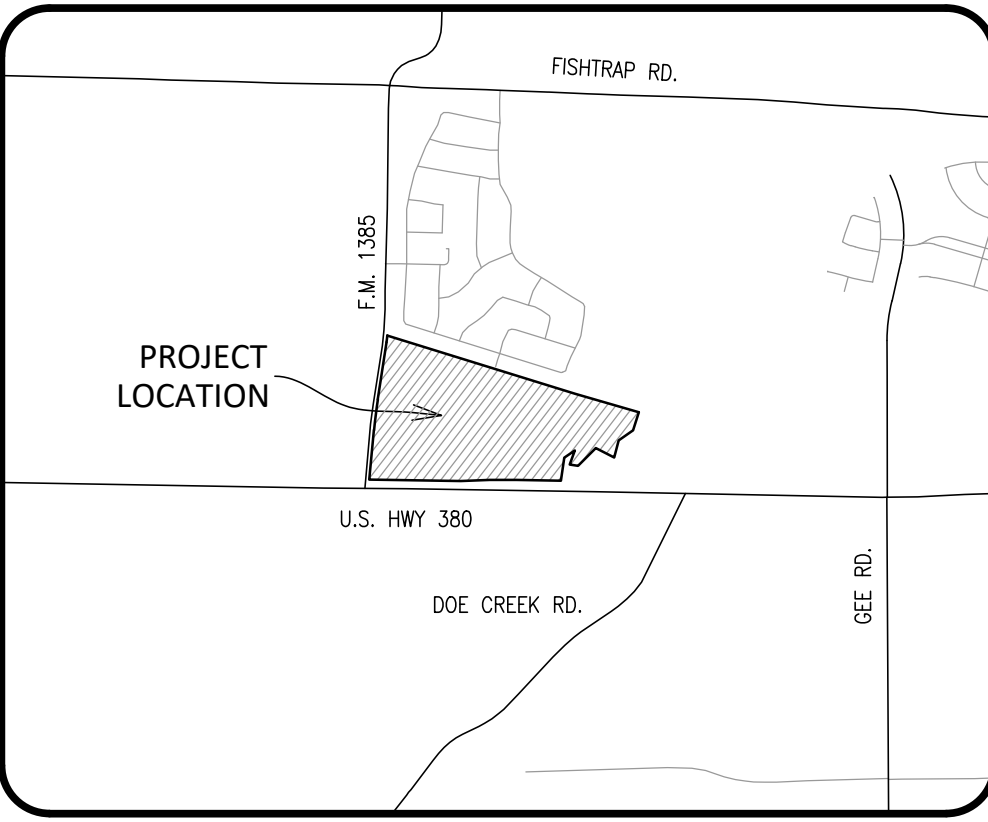
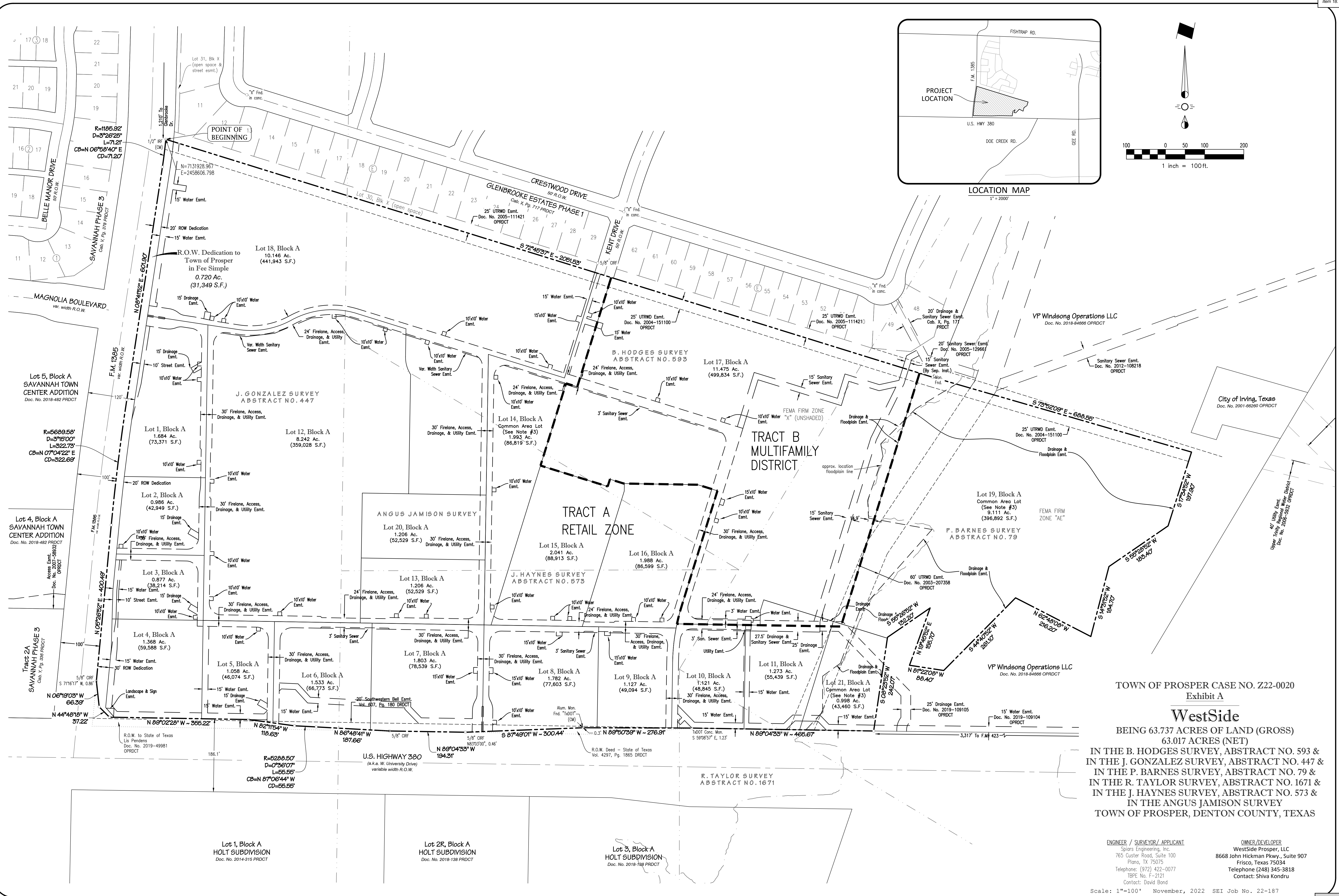
This map for illustration purposes only

Z22-0020

PD-94 Amendment  
Westside

Page 189

Straight Zoning



TOWN OF PROSPER CASE NO. Z22-0020  
Exhibit A

### WestSide

BEING 63.737 ACRES OF LAND (GROSS)  
63.017 ACRES (NET)  
IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &  
IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447 &  
IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &  
IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &  
IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &  
IN THE ANGUS JAMISON SURVEY  
TOWN OF PROSPER, DENTON COUNTY, TEXAS

ENGINEER / SURVEYOR / APPLICANT  
Spiors Engineering, Inc.  
765 Custer Road, Suite 100  
Plano, TX 75075  
Telephone: (972) 422-0077  
TAFE No. F-2121  
Contact: David Bond

OWNER / DEVELOPER  
WestSide Prosper, LLC  
8668 John Hickman Pkwy., Suite 907  
Frisco, Texas 75034  
Telephone (248) 345-3818  
Contact: Shiva Kondru

OWNER'S CERTIFICATE

STATE OF TEXAS §  
COUNTY OF DENTON §

BEGINNING at a 1/2" iron rod found on the east line of Farm to Market Road 1385 (F.M. 1385), a variable width right-of-way, for the southwest corner of Glenbrook Estates Phase 1, an addition recorded in Cabinet X, Page 717, Plat Records, Denton County, Texas;

THENCE S 72°45'37" E, 2051.53 feet along the south line of Glenbrook Estates Phase 1 to a U.S. Army Corps of Engineers brass monument found for the southeast corner thereof and a westerly corner of a tract conveyed to VP Windsong Operations LLC, recorded in Document No. 2018-84666 OPRDCT;

THENCE along the common line thereof, the following:

- S 73°52'09" E, 688.55 feet;
- S 17°34'52" W, 197.90 feet;
- S 55°28'52" W, 183.40 feet;
- S 14°31'52" W, 184.70 feet;
- N 62°48'08" W, 216.20 feet;
- S 44°40'52" W, 261.10 feet;
- N 81°22'08" W, 88.40 feet;
- N 19°45'52" E, 155.70 feet;
- S 55°26'52" W, 132.20 feet;

And S 08°23'52" W, 242.07 feet a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of U.S. Highway 380, a variable width right-of-way;

THENCE along the north line of U.S. Highway 380, the following:

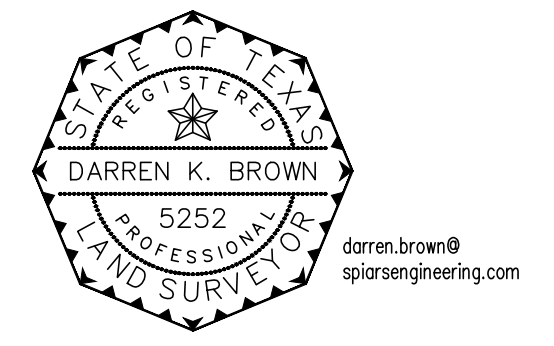
- N 89°04'33" W, 465.67 feet to a point from which a concrete right-of-way monument bears S 59°08'57" E, 1.23 feet;
- N 89°50'39" W, 276.91 feet to an aluminum TxDOT monument found;
- S 87°49'01" W, 300.44 feet to a point from which a 5/8" iron rod with plastic cap found bears N 83°03'00" W, 0.46 feet;
- N 89°04'33" W, 194.31 feet to a 5/8" iron rod with plastic cap found;
- N 86°48'41" W, 187.66 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- Around a tangent curve to the right having a central angle of 00°36'07", a radius of 5288.50 feet, a chord of N 87°06'44" W - 55.55 feet, an arc length of 55.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- N 82°11'54" W, 118.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- N 89°02'28" W, 355.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- N 44°48'18" W, 37.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- And N 06°19'03" W, 66.39 feet to the east line of F.M. 1385 and from which a 5/8" iron rod with plastic cap found bears S 71°16'17" W, 0.86 feet;

THENCE along the east line of F.M. 1385, the following:

- N 05°26'52" E, 400.49 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- A tangent curve to the right having a central angle of 03°15'00", a radius of 5689.58 feet, a chord of N 07°04'22" E - 322.69 feet, an arc length of 322.73 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- N 08°41'52" E, 601.90 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- And a tangent curve to the left having a central angle of 03°26'25", a radius of 1185.92 feet, a chord of N 06°58'40" E - 71.20 feet, an arc length of 71.21 feet to the POINT OF BEGINNING with the subject tract containing 2,776,385 square feet or 63.737 acres of land.

SURVEYOR'S CERTIFICATE

DARREN K. BROWN, R.P.L.S. NO. 5252



TOWN OF PROSPER CASE NO. Z22-0020  
 Exhibit A

**WestSide**

BEING 63.737 ACRES OF LAND (GROSS)  
 63.017 ACRES (NET)

IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &  
 IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447 &  
 IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &  
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TOWN OF PROSPER, DENTON COUNTY, TEXAS

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 Contact: David Bond

OWNER/DEVELOPER  
 WestSide Prosper, LLC  
 8668 John Hickman Pkwy., Suite 907  
 Frisco, Texas 75034  
 Telephone (248) 345-3818  
 Contact: Shiva Kondru

**Z22-0020**  
**EXHIBIT B**  
**STATEMENT OF INTENT AND PURPOSE**  
**WESTSIDE**

1. Statement of Intent

A. Overall Intent

The purpose of this project is to create a walkable urban neighborhood using a horizontal mix of uses. Access to shopping, housing, community retail and park land promotes a quality of life that nurtures the public health, safety, comfort, convenience, prosperity and general welfare of the immediate community, as well as to assist in the orderly and controlled growth and development of the land area described within this document. The overall intent of the proposed Planned Development amendment is to change the western portion of Tract B-Multi-Family District to Tract A-Retail District, and to modify the site plan accordingly to accommodate a Big Box retail use.

B. Description of Property

The subject property comprises approximately 64 acres of vacant land at the northeast corner of U.S. Highway 380 and F.M. 1385 in Prosper, Texas. It is additionally bounded by the Glenbrooke single family neighborhood to the north and Doe Branch Creek to the east. An existing trail exists along the property's north boundary and currently serves the adjacent single family neighborhood. This trail may extend into the Doe Branch drainage system and be part of the larger Town of Prosper Trails Plan.

C. Description of Proposed Property

The subject property as depicted in Exhibit "D" has been divided into two distinct sub-districts. The purpose of sub-district development standards described in Exhibit "C" is to define the character of new development within each sub-district. They have been carefully designed to allow enough flexibility for creative building solutions, while being prescriptive in areas necessary to preserve consistency throughout the development. Given that the subject property resides at the hard corner of two major thoroughfares and will serve as a gateway to the Town of Prosper, a portion of land with a size yet to be determined, will be set aside as a signage easement for a Town gateway sign near the intersection of U.S. 380 and F.M. 1385.

2. Current Zoning and Future Land Uses

A. Current Zoning

The subject property is zoned Planned Development District 94 Westside (PD-94) (Ordinance 18-108, and amended Ordinance 2022-20).

B. Future Land Use Plan

The Future Land Use Plan retains the current zoning of Planned Development District 94 Westside (PD-94), reconfigures the sub-districts (Tract A and Tract B) and adjusts the arrangement of uses within Tract A to accommodate Big Box Retail. The corresponding base zoning for Tract A Retail District is R-Retail (Non-Residential District) and the corresponding base zoning for Tract B Multifamily District is MF-Multifamily (Residential District). Together Tract A and Tract B comprise uses such as big box retail and accessory uses, restaurants, retail stores and shops, hotels, banks, gas/convenience, residential and open space.



**Z22-0020**  
**EXHIBIT C**  
**DEVELOPMENT STANDARDS**  
**WESTSIDE**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance, as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply. A landscape plan including all requirements conforming to Town ordinances and standards, except as otherwise set forth in these Development Standards, shall be provided along with the Preliminary Site Plan/Preliminary Plat, Site Plan/Final Plat, and Civil Plans.

**Tract A – Retail District**

- A1. Except as noted below, the Tract shall develop in accordance with the Retail District base zoning as it exists or may be amended.
- A2. Uses. Uses shall be permitted in accordance with the Retail District with the exception of the Following:

Permitted Uses

1. Restaurant (with Drive-Through)
  - a. A restaurant with drive-through shall be permitted by right in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance. A maximum of three (3) noncontiguous drive-through restaurants shall be permitted along US 380, and a maximum of one (1) drive-through restaurant shall be permitted along FM 1385, as shown on Exhibit D.
2. Hotel, Extended Stay
  - a. An extended stay hotel shall be permitted by right on the subject property, as shown on Exhibit D, on either Lot 15 or Lot 16, and shall otherwise be permitted in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance.
3. Big Box Retail
  - a. Big Box Retail shall be permitted by right on the subject property, as shown on Exhibit D, and shall otherwise be permitted in accordance with the Conditional Development Standards, as outlined in the Zoning Ordinance.
  - b. Big Box Retail includes the following accessory uses permitted by right on the subject property, as shown on Exhibit D, and shall otherwise be permitted in accordance with the Conditional Development Standards, as outlined in the Zoning Ordinance.
    - i. Wholesale and retail general merchandise and grocery sales;
    - ii. Discount club member services including pharmacy, optical and hearing professional services and sales;
    - iii. Restaurant;
    - iv. Tire center including the sale and installation of tires;
    - v. Fuel pumps dispensing gasoline and other fuels located on the Big Box Retail lot or a lot abutting the associated Big Box retail building. The pumps shall be operated as an accessory use to the Big Box Retail;
    - vi. Loading dock shall be setback a minimum of one hundred fifteen feet (115') from adjacent residential land use, as shown on Exhibit D.
4. Alcoholic Beverage Sales and Beer sales are permitted.
5. The outdoor display (adjacent to the building entry) of one (1) new automobile associated with a Big Box Retail discount club member online automobile sales program. This display is permitted by right without time limitation on the subject property in one (1) location immediately adjacent to the main entrance to the Big Box building as shown on Exhibit D and shall otherwise be permitted in accordance with the Conditional Development Standards, as outlined in the Zoning Ordinance.
6. Drive aisle in front of Big Box Retail building permitted without traffic calming features.
7. Vehicular access to Big Box Retail area may use mountable driveway medians to allow for truck turning radii.

Prohibited Uses:

1. Athletic Stadium or Field, Public
2. Automobile Parking Lot/Garage
3. Automobile Paid Parking Lot/Garage
4. Recycling Collection Point
5. School District Bus Yard

## A3. Regulations.

Regulations shall be permitted in accordance with the Retail District with the exception of the following:

1. Hotel, Extended Stay
  - a. Maximum height of Five (5) stories, no greater than seventy-five (75) feet.
  - b. Minimum height of four (4) stories.
2. Fuel pumps that are an accessory use of Big Box Retail shall be located within eight hundred feet (800') of the right-of-way lines of intersecting major thoroughfares.
3. Size of yards shall be in accordance with Exhibit D.

## A4. Design Guidelines

1. Elevation Review and Approval
  - a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.
  - b. Detailed Facade Plans conforming to the Conceptual Elevations shall be submitted for each building including Big Box retail at the time of Site Plan, subject to approval by the Planning & Zoning Commission. Facade Plans for the Extended Stay Hotels use shall also be subject to Town Council approval.
2. Architectural Standards (except for Big Box Retail)
  - a. At least eighty percent (80%) of each building's facade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick or stone)
  - b. For retail/restaurant uses, no more than thirty percent (30%) of each facade elevation shall use wood-based high pressure laminate (i.e. Prodema, Trespa, CompactWood), as shown on Exhibit F.
  - c. No more than fifteen percent (15%) of each facade elevation may use a combination of accent materials such as cedar or similar quality decorative wood, architectural metal panel, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
  - d. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, marquees and roof forms whose area in plan is no greater than fifteen percent (15%) of the ground floor footprint may exceed the height limits by up to ten feet (10').
  - e. No single material shall exceed eighty percent (80%) percent of an elevation area. A minimum of twenty percent (20%) of the front facade and all facades facing public right-of-way shall be natural or manufactured stone. A minimum of ten percent (10%) of all other facades shall be natural or manufactured stone.
  - f. All buildings shall be designed to incorporate a form of architectural articulation every thirty feet (30'), both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:
    - i. Canopies, awnings, or porticos;
    - ii. Recesses/projections;
    - iii. Arcades;
    - iv. Arches;
    - v. Display windows, including a minimum sill height of thirty (30) inches;
    - vi. Architectural details (such as tile work and moldings) integrated into the

- building facade;
    - vii. Articulated ground floor levels or base;
    - viii. Articulated cornice line;
    - ix. Integrated planters or wing walls that incorporate landscape and sitting areas;
    - x. Offsets, reveals or projecting rib used to express architectural or structural bays; or
    - xi. Varied roof heights;
  - g. All buildings shall be architecturally finished on all four (4) sides with same materials, detailing, and features.
  - h. Commercial buildings with facades greater than two hundred feet (200') in length shall incorporate wall plane projections or recesses that are at least six feet (6') deep. Projections/recesses must be at least twenty five percent (25%) of the length of the facade. No uninterrupted length of facade may exceed one hundred feet (100') in length.
3. Architectural Standards for Big Box Retail
- a. At least 15 percent (15%) of each building's facade (excluding doors and windows) shall be finished in one of the following materials: Masonry (structural brick, block or stone) as shown on Exhibit F.
  - b. Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
  - c. No single specific material shall exceed eighty percent (80%) percent of an elevation area.
  - d. Natural stone accents are encouraged at the building entry.
  - e. Big Box buildings shall be designed to incorporate changes in material, color or finish every two hundred (200') horizontally to help reduce the perceived scale of the building. Other acceptable articulation may include the following:
    - i. Canopies, awnings, or porticos to accentuate the main building entry;
    - ii. Variation in the parapet or cornice level;
    - iii. Change in material vertically along the base of the building and/or structural brick patterning accents to provide interest;
    - iv. Use of a coordinated cohesive palette of materials that offer a variety in finish, texture, and color;
  - f. All elevations of the building shall be architecturally finished with the same cohesive palette of materials;
  - g. Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.
  - h. No interrupted length of facade shall exceed two hundred fifty feet (250') in length without change in material or articulation.
  - i. At least sixty percent (55%) of each building's facade (excluding doors and windows) shall be finished in energy efficient materials including insulated architectural ribbed metal panels and embossed insulated metal panels as shown on Exhibit F.
4. Windows and Doors
- a. Except for Big Box Retail, All ground floor front facades of buildings along streets or public ways with on-street parking or that face directly onto Open Space and contain non-residential uses shall have transparent storefront windows covering no less than thirty percent (30%) of the facade area. Hotels shall have no less than ten percent (10%) of the facade.
  - b. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story. Windows shall have a maximum exterior visible reflectivity of thirty percent (30%).
5. Awning, Canopies, Arcades, and Overhangs (Except for Big Box Retail)
- a. Awnings shall not be internally illuminated.
  - b. Canopies shall not exceed one hundred linear feet (100') without a break of at least five feet (5').
  - c. Awnings and canopies shall not extend beyond ten feet (10') from the main building facade.

#### A5. Additional Standards

- 1. Open Space
  - a. Urban Open Space
    - i. Open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of one

- (1) acre of useable land area that will serve as a linear park to the development consisting of a pedestrian pathway with seating areas and enhanced landscaping. A minimum of one (1) pedestrian connection shall be required from this linear open space to the Rural Open Space.
- ii. The linear open space shall be constructed at the time of construction of Phase 1A. The linear open space shall be constructed at the developer's cost.
- iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of Phase 1A. The hike and bike trail system shall be constructed at the developer's cost.
- iv. The Kent Drive right-of-way improvements (outside the Planned Development District) as shown conceptually on Exhibit G, shall be constructed at the time of Phase 1A and at the developer's cost per a separate license agreement.

b. Rural Open Space

- i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.
- c. Combined usable open space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.

2. Landscape Screening and Buffering

The Retail District and shall be visually screened and/or buffered to provide a visual barrier between the residential land use to the north and the Planned Development District. The location and type of the screening and/or buffer shall be as prescribed in this section and conceptually depicted on Exhibits D and G.

No screening wall, fence, shrubs, or trees shall be planted within the twenty-five (25) foot Upper Trinity River Water District (UTRWD) easement extending along the northern boundary of the Planned Development District.

- a. A solid screening wall or fence eight (8) feet in height shall be erected to provide a visual barrier separating these uses. The purpose of the screening wall or fence is to provide a visual barrier between the properties. The screening wall shall be constructed of suitable permanent materials such as concrete masonry units, poured in place concrete, tilt-up concrete or concrete panels, which do not contain openings constituting more than forty (40) square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. The screening wall shall be equally finished on both sides of the wall.
  - i. Irrigated Quercus virginiana or approved equivalent trees (minimum three (3) inch caliper) spaced no more than thirty (30) feet on center located the length of the screen wall where feasible for the space provided as shown on Exhibits D and G, shall be planted adjacent to and south of the eight (8) foot in height screening wall or fence.
  - ii. A two (2) foot area for vehicle overhang shall be demarcated on landscape plans and maintained along all adjacent parking stalls.
  - iii. Where the Big Box retail building is adjacent to the northern boundary, irrigated Quercus virginiana or approved equivalent trees (minimum three (3) inch caliper) shall be spaced no more than thirty (30) feet on center adjacent to and south of the eight (8) foot in height screening wall or fence to screen the loading area and service drive.
  - iv. At the Big Box retail building loading dock a masonry screening wall extending the length of the loading area and six (6) feet in height above finished grade on the north side of the wall shall be provided.

- b. A thirty (30) foot wide landscape easement shall be required along roadways when an adjacent building sides or backs the road except at the Big Box retail service drive along north side of building where a screen wall and landscape area are provided between the service drive and the adjacent residential land use as shown on Exhibits D and G. The landscape buffer shall consist of a minimum three-foot (3') foot berm, except at Big Box Retail.
- c. A minimum of twenty feet (20') width of this landscape easement shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. None of the required trees and/or shrubs shall be located within any utility easement.
- d. A minimum ten-foot (10') wide landscape buffer is required adjacent to Rural Open Space.

e. A thirty (30) foot wide landscape easement shall be provided along US 380 and a minimum twenty-five (25) foot wide landscape easement shall be provided along FM 1385. These landscape easements should be exclusive of other easements and restrictions which could inhibit landscaping where feasible. Sidewalks and trails required by the Town are allowed in this easement. Berms ranging in height from three feet (3') to six feet (6'), and an overall minimum average of four and a half feet (4.5') in height, shall be provided along US 380 and FM 1385. Berm height may be reduced where the accommodation of a meandering ten (10) foot wide hike and bike trail limits feasible berm height in some locations.

3. Lot Frontage

a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.

4. Parking Requirement

a. Hotel, Extended Stay: One (1) parking space, equivalent to seventy-five percent (75%) of the total number of rooms/keys provided. Parking spaces for Lots 15 and 16 may be shared, provided the minimum requirements per the zoning ordinance and herein are met.

5. Gas Pumps Development Standards

- a. Canopies may be flat if clad with materials that are compatible and cohesive with materials and accent colors used on the associated large-scale retail building.
- b. Canopy support columns shall be clad with materials compatible and cohesive with the associated large-scale retail building.
- c. Raised planters shall not be required at both ends of pump islands.

6. Town of Prosper monument gateway sign will be installed on the corner of US 380 and FM 1385 as shown on Exhibits D and G.

7. Landscape requirements for Big Box retail only

- a. No more than 15 parking spaces (excluding designated cart return corrals) permitted in a continuous row without being interrupted by a landscaped island. Minimum square feet of landscape islands as delineated by locations of concrete step-offs abutting back of curb adjacent to parking stalls shall be as shown on Exhibits D and G.
- b. Landscaped islands shall be located at the terminus of all parking rows except for the two (2) rows at the truck maneuver area at the Big Box retail loading dock as shown on Exhibits D and G.
- c. Foundation planting configuration and plant material sizing for Big Box retail shall be as shown on Exhibit G.

8. There shall be no vehicular connection to Kent Drive.

**Tract B – Multifamily District**

B1. Except as noted below, the Tract shall develop in accordance with the Multifamily District base zoning as it exists or may be amended.

B2. Multifamily Construction

1. For Phase IB, as shown on Exhibit E2, which consists of a maximum of 243 units, construction may not commence until construction of the first floor framing has begun on the restaurant/retail building as shown on Lot 8 on Exhibit D and the Extended Stay Hotel on either Lot 15 or Lot 16 on Exhibit D.

B3. Regulations. Regulations shall be permitted in accordance with the Multifamily District with the exception of the following:

1. Maximum Number of Units: Two hundred and forty-three (243) units.

2. Maximum Height:

a. Two (2) stories, no greater than forty feet (40') for buildings within one hundred (100) feet

- of a single family zoning district.
- b. Three (3) stories, no greater than fifty feet (50’).
- c. Four (4) stories, no greater than sixty-five feet (65’).

- 3. Size of Yards
  - a. In accordance with Exhibit D.
- 4. Minimum Dwelling Area
  - a. One (1) bedroom: 650 square feet
  - b. Two (2) bedroom: 925 square feet
  - c. Three (3) bedroom: 1,150 square feet
- 5. Lot Coverage: Maximum fifty percent (50%)

B4. Design Guidelines

- 1. Elevation Review and Approval
  - a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.
  - b. Detailed Facade Plans conforming to the Conceptual Elevations shall be submitted for each building at the time of Site Plan, subject to approval by the Planning & Zoning Commission.
- 2. Architectural Standards
  - a. At least eighty percent (80%) of each building’s facade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick and stone).
  - b. No more than fifteen percent (15%) of each facade elevation shall use a combination of accent materials such as cedar or similar quality decorative wood, fiber cement siding, resin-impregnated wood panel system, cementitious-fiber clapboard (not sheet) with at least a fifty (50) year warranty, architectural metal panel, split-face concrete block, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8’) above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
  - c. Any enclosed one or two-car garage shall be designed and constructed of the same material as the primary building.

B5. Additional Standards

- 1. Open Space
  - a. Urban Open Space
    - i. Open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of one (1) acre of useable land area that will serve as a linear park for the development consisting of a pedestrian pathway with seating areas and enhanced landscaping. A minimum of one (1) pedestrian connection shall be required from this linear open space to the Rural Open Space.
    - ii. The linear open space shall be constructed at the time of construction of Phase 1 A. The linear open space shall be constructed at the developer’s cost.
    - iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of Phase 1A. The hike and bike trail system shall be constructed at the developer’s cost.
  - b. Rural Open Space
    - i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.
  - c. Combined Urban Open Space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.
  - d. Kent Drive right-of-way improvements (outside the Planned Development District) must be completed and accepted by the Town in accordance with a separate approved license agreement prior to release of construction for any multi-family development.
  - e. A Property Owners Association (POA) must be established before acceptance of any development within the Planned Development District. The POA shall be responsible for ownership and maintenance of all open space, trail heads, and all other similar

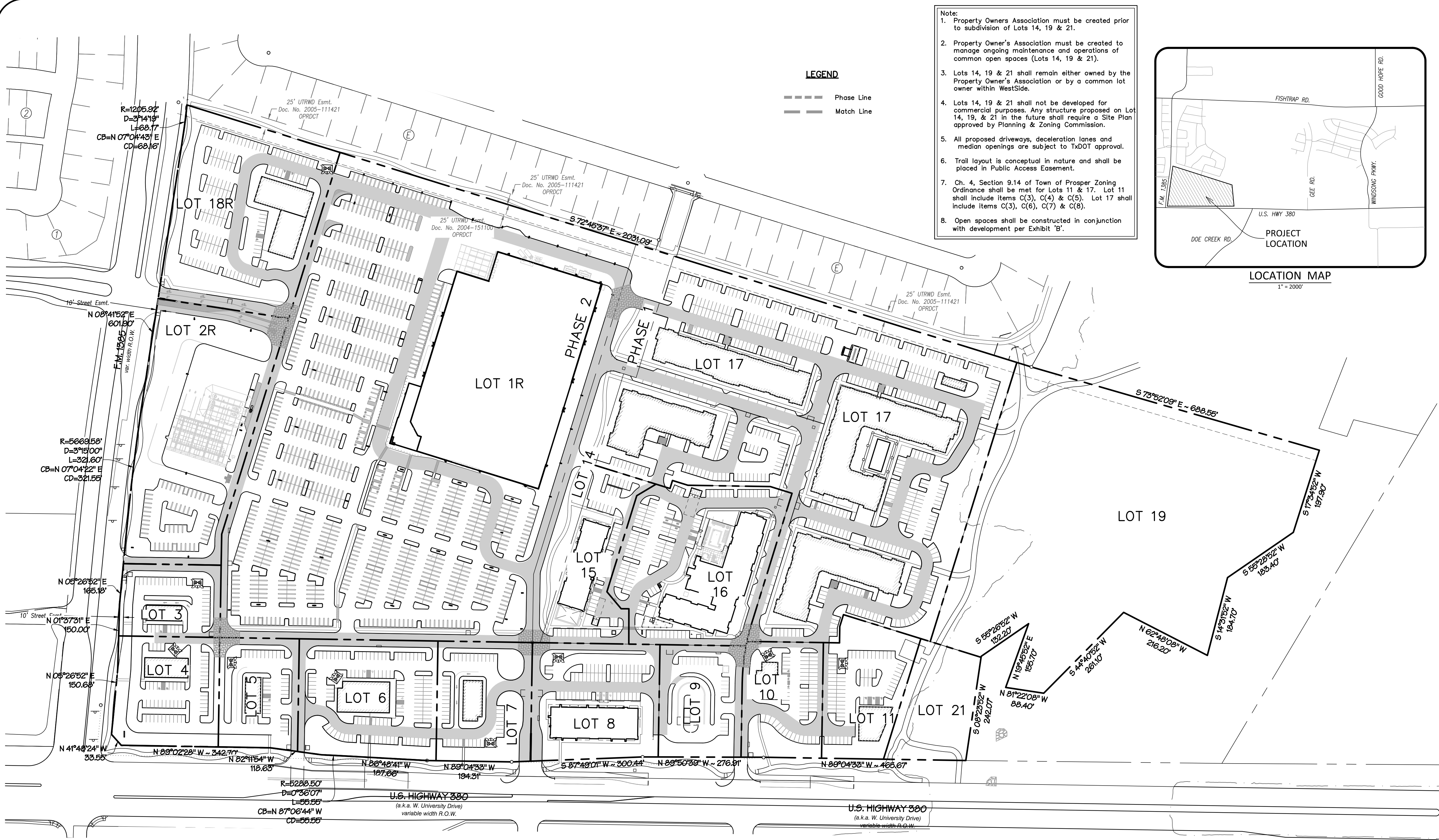
spaces. Developer shall submit POA documents for review to the Town prior to recording at the County. The ownership and maintenance of the Kent Drive right-of-way open space (outside the Planned Development District) shall be in accordance with a separate license agreement between the Town and the developer.

2. Landscape Screening and Buffering

The Multifamily District shall be visually screened and/or buffered to provide a visual barrier between the residential land use to the north and the Planned Development District. The location and type of the screening and/or buffer shall be a modified irrigated living screen as prescribed in this section and depicted on Exhibit G.

No shrubs, or trees shall be planted within the twenty-five (25) foot Upper Trinity River Water District (UTRWD) easement extending along the northern boundary of the Planned Development District.

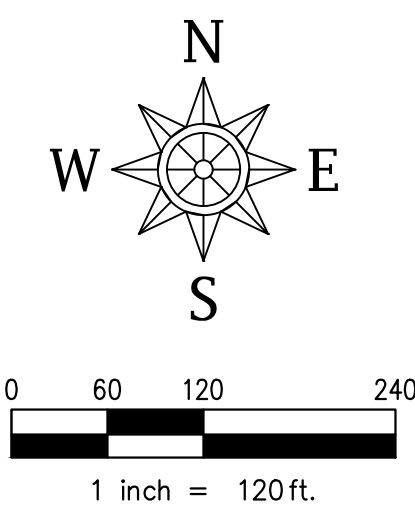
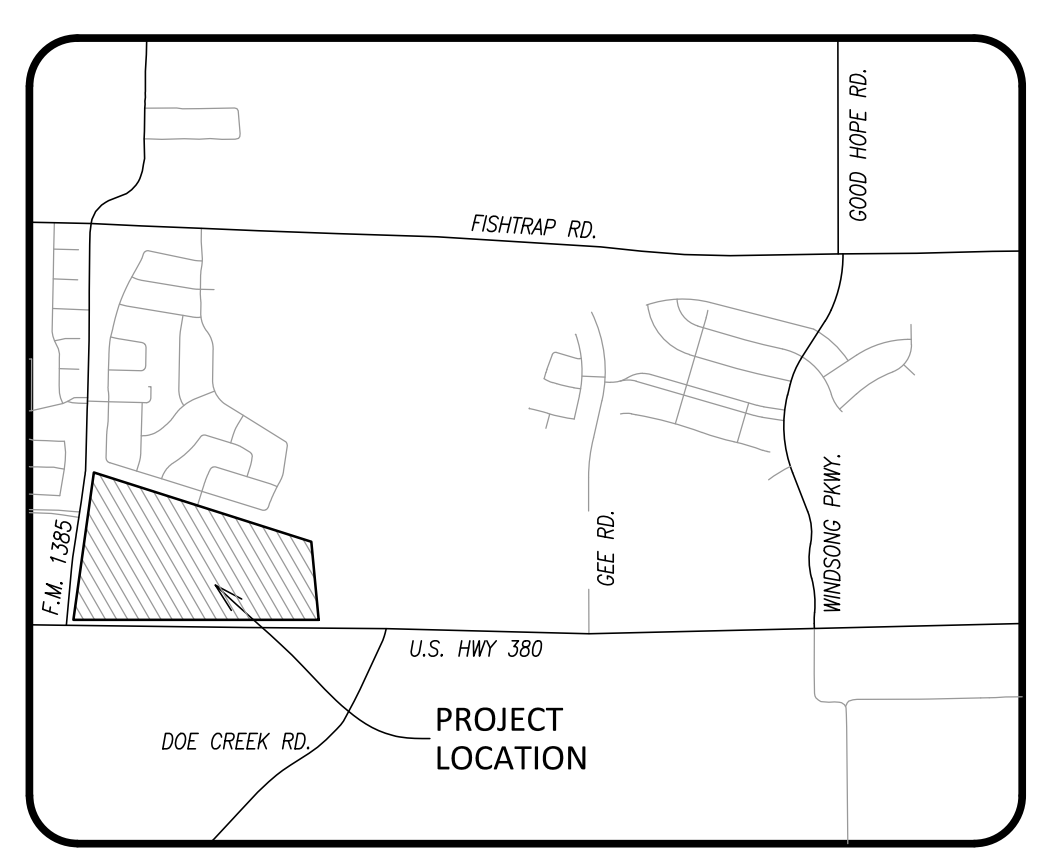
- a. Living Screen: a thirty-three (33) foot wide landscape easement which includes the existing twenty-five (25) foot wide UTRWD easement shall be required along the entire northern boundary of the Planned Development District. Within this landscape easement, eight (8) feet in width shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. No required trees or shrubs shall be located within any utility easement; however, shrubs may be planted on the utility easement line.
    - i. A two (2) foot area for vehicle overhang shall be demarcated on landscape plans and maintained along all adjacent parking stalls.
    - ii. Within the landscape easement along the entire northern boundary of the Planned Development District, an irrigated modified living screen shall provide a partial visual barrier between these uses in lieu of a solid screening wall or fence as follows: An irrigated modified living screen consisting of a row of *Quercus virginiana* or approved equivalent trees (minimum three (3) inch caliper) spaced no more than thirty (30) feet on center interspersed with groupings of three (3) staggered *Ilex x 'Nellie R. Stevens'* or approved equivalent (forty-five (45) gallon minimum container size and eight (8) feet minimum height at planting) spaced no more than six (6) feet on center.
  - c. A minimum ten-foot (10') landscape buffer is required adjacent to Rural Open Space.
3. Lot Frontage
- a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.
4. Parking
- a. Minimum "Off-Street" Parking. For the purpose of this ordinance, off-street parking shall mean any parking not located immediately adjacent to and along public drives (i.e. parallel parking) used for internal circulation throughout the development.
    - i. One (1) and two (2) bedroom units: 1.8 parking spaces per unit.
    - ii. Three (3) bedroom units: 2.0 parking spaces per unit.
  - b. Tandem parking shall count towards the parking provided for each designated tract or phase that the parking resides within.
  - c. Surface parallel parking that is provided along interior drives shall count towards the parking provided for each designated tract or phase that the parking resides within.
5. The provisions of Chapter 4, Section 2.6D (Non-Residential and Multifamily Development Adjacent to a Major Creek) shall apply to the proposed development.
6. The provisions of Chapter 4, Section 2.6A.6 (Landscape Area Requirements) shall apply to the proposed development.
7. The provision of Chapter 4, Section 9.17 (Multifamily Site Design) shall not apply to the proposed development.
8. There shall be no vehicular connection to Kent Drive.



- Note:**
1. Property Owners Association must be created prior to subdivision of Lots 14, 19 & 21.
  2. Property Owner's Association must be created to manage ongoing maintenance and operations of common open spaces (Lots 14, 19 & 21).
  3. Lots 14, 19 & 21 shall remain either owned by the Property Owner's Association or by a common lot owner within WestSide.
  4. Lots 14, 19 & 21 shall not be developed for commercial purposes. Any structure proposed on Lot 14, 19, & 21 in the future shall require a Site Plan approved by Planning & Zoning Commission.
  5. All proposed driveways, deceleration lanes and median openings are subject to TxDOT approval.
  6. Trail layout is conceptual in nature and shall be placed in Public Access Easement.
  7. Ch. 4, Section 9.14 of Town of Prosper Zoning Ordinance shall be met for Lots 11 & 17. Lot 11 shall include items C(3), C(4) & C(5). Lot 17 shall include items C(3), C(6), C(7) & C(8).
  8. Open spaces shall be constructed in conjunction with development per Exhibit 'B'.

**LEGEND**

--- Phase Line  
 - - - Match Line



- Town of Prosper Site Plan Notes:**
1. Dumpsters and trash compactors shall be screened in accordance of 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 Regulation 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. Speedbumps/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, adapted uniform Building Code.
  11. All signage is subject to Building Official approval.
  12. All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
  13. All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
  14. Sidewalks of not less than six (6') feet in width along thoroughfares and fire (5') in width along collectors and 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 Town Engineer.
  16. Site plan approval is required prior to grading release.
  17. All new electrical lines shall be installed and/or relocated underground.
  18. All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
  19. All landscape easements must be exclusive of any other type of easement.
  20. Impact fees will be assessed in accordance with the land use classification(s) identified on the site data summary table; however, changes to the proposed land use at the time of CO and/or finish out permit may result in additional impact fees and/or parking requirements.
  21. The approval of a preliminary site plan shall be effective for a period of two (2) years from the date that the preliminary site plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of a site plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the preliminary site plan approval is null and void. If site plan approval is only for a portion of the property, the approval of the preliminary site plan for the remaining property shall be null and void.
  22. Lot 17, which consists of a maximum of 243 units, construction may not commence until construction of the first floor framing has begun on the restaurant/retail building on Lot 8 or on the Limited Service Hotel on Lot 16.

**SITE DATA SUMMARY TABLE**

LOT	ZONING	PROPOSED USE	LOT AREA		FIRST FLOOR BUILDING AREA (SF)	TOTAL BUILDING AREA (SF)	UNIT COUNT	BUILDING HEIGHT (ft)	BUILDING HEIGHT (story)	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)
			SF	AC																	
1R	PD	BIG BOX RETAIL	749,522	17.21	160,508	160,508	N/A	29'-11"	1	21.4%	0.2141:1	1:250	643	872	19	19	13,080	0	0	52,467	Provided in Lots 14/19
2R	PD	BIG BOX FUEL FACILITY	153,913	3.53	4,500	4,500	N/A	N/A	1	2.9%	0.0292:1	1:200	23	51	3	3	765	0	0	10,774	Provided in Lots 14/19
3	PD	RESTAURANT W/ D.T.	38,214	0.88	2,872	2,872	N/A	29'-11"	1	7.5%	0.0752:1	1:100	12	32	2	2	480	2,106	12,497	2,675	Provided in Lots 14/19
4	PD	RESTAURANT/RETAIL	59,629	1.37	4,500	4,500	N/A	29'-11"	1	7.5%	0.0755:1	1:100	45	53	1	1	795	810	27,702	4,174	Provided in Lots 14/19
5	PD	RESTAURANT W/ D.T.	46,077	1.06	2,880	2,880	N/A	29'-11"	1	6.3%	0.0625:1	1:100	29	33	1	1	495	972	24,769	3,225	Provided in Lots 14/19
6	PD	RETAIL/RESTAURANT	85,713	1.97	6,079	6,079	N/A	29'-11"	1	7.1%	0.0709:1	1:250	45	29	1	1	435	1,296	53,972	6,000	Provided in Lots 14/19
7	PD	RESTAURANT W/ D.T.	59,617	1.37	3,827	3,827	N/A	29'-11"	1	6.4%	0.0642:1	1:100	39	64	1	2	960	1,296	31,555	4,173	Provided in Lots 14/19
8	PD	RETAIL	77,582	1.78	14,358	14,358	N/A	29'-11"	1	18.5%	0.1851:1	1:100	192	56	4	3	840	2,106	48,228	5,431	Provided in Lots 14/19
9	PD	RESTAURANT W/ D.T.	49,095	1.13	521	521	N/A	29'-11"	1	1.1%	0.0106:1	1:75	7	101	4	4	1,515	1,944	45,213	3,437	Provided in Lots 14/19
10	PD	RETAIL/RESTAURANT	48,828	1.12	3,756	3,756	N/A	29'-11"	1	7.7%	0.0769:1	1:75	51	57	4	2	855	2,916	47,054	3,418	Provided in Lots 14/19
11	PD	RESTAURANT/RETAIL	55,437	1.27	4,275	4,275	N/A	29'-11"	1	7.7%	0.0771:1	1:75	57	62	2	2	930	1,620	30,091	3,881	Provided in Lots 14/19
14	PD	OPEN SPACE	66,221	1.52	0	0	N/A	N/A	1	0.0%	0:1	N/A	N/A	0	0	0	1,944	16,285	4,635	49,936	
15	PD	RETAIL/RESTAURANT	51,832	1.19	12,151	12,151	N/A	29'-11"	1	23.4%	0.2344:1	1 per room + 1/200 commercial floor area	117 rooms + 0 SF	132	3	3	1,980	1,944	26,002	3,628	Provided in Lots 14/19
16	PD	HOTEL	123,798	2.84	27,974	27,974	N/A	75'	2	22.6%	0.226:1	1 per room + 1/200 commercial floor area	113 rooms + 0 SF	208	12	3	3,120	10,692	229,398	8,666	Provided in Lots 14/19
17	PD	MULTIFAMILY	499,834	11.47	111,516	319,215	243 (116 - 1B, 103 - 2B, 24 - 3B)	65'	4	22.3%	0.6386:1	1.8 per unit & 2.0 per unit	443	561	10	10	8,415	10,368	247,040	34,988	Provided in Lots 14/19
18R	PD	RETAIL	149,287	3.43	13,500	13,500	1	29'-11"	1	9.0%	0.0904:1	1:200	68	128	5	5	1,024	2,368	78,514	10,450	Provided in Lots 14/19
19	PD	OPEN SPACE	396,892	9.11	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	20,670	27,782	396,892
21	PD	OPEN SPACE	43,460	1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	20,670	43,460	43,460
<b>Total</b>			<b>2,754,951</b>	<b>63.244</b>	<b>373,217</b>	<b>580,916</b>	<b>243</b>						<b>1,634</b>	<b>2,439</b>	<b>72</b>	<b>61</b>	<b>35,689</b>	<b>42,382</b>	<b>959,660</b>	<b>189,804</b>	<b>490,288</b>

Sheet No. 1 of 6  
 TOWN OF PROSPER CASE NO. Z22-0020  
 Exhibit D

**WestSide**  
 BEING 63.737 ACRES OF LAND (GROSS)  
 63.017 ACRES (NET)

IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &  
 IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447 &  
 IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &  
 IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &  
 IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &  
 IN THE ANGUS JAMISON SURVEY

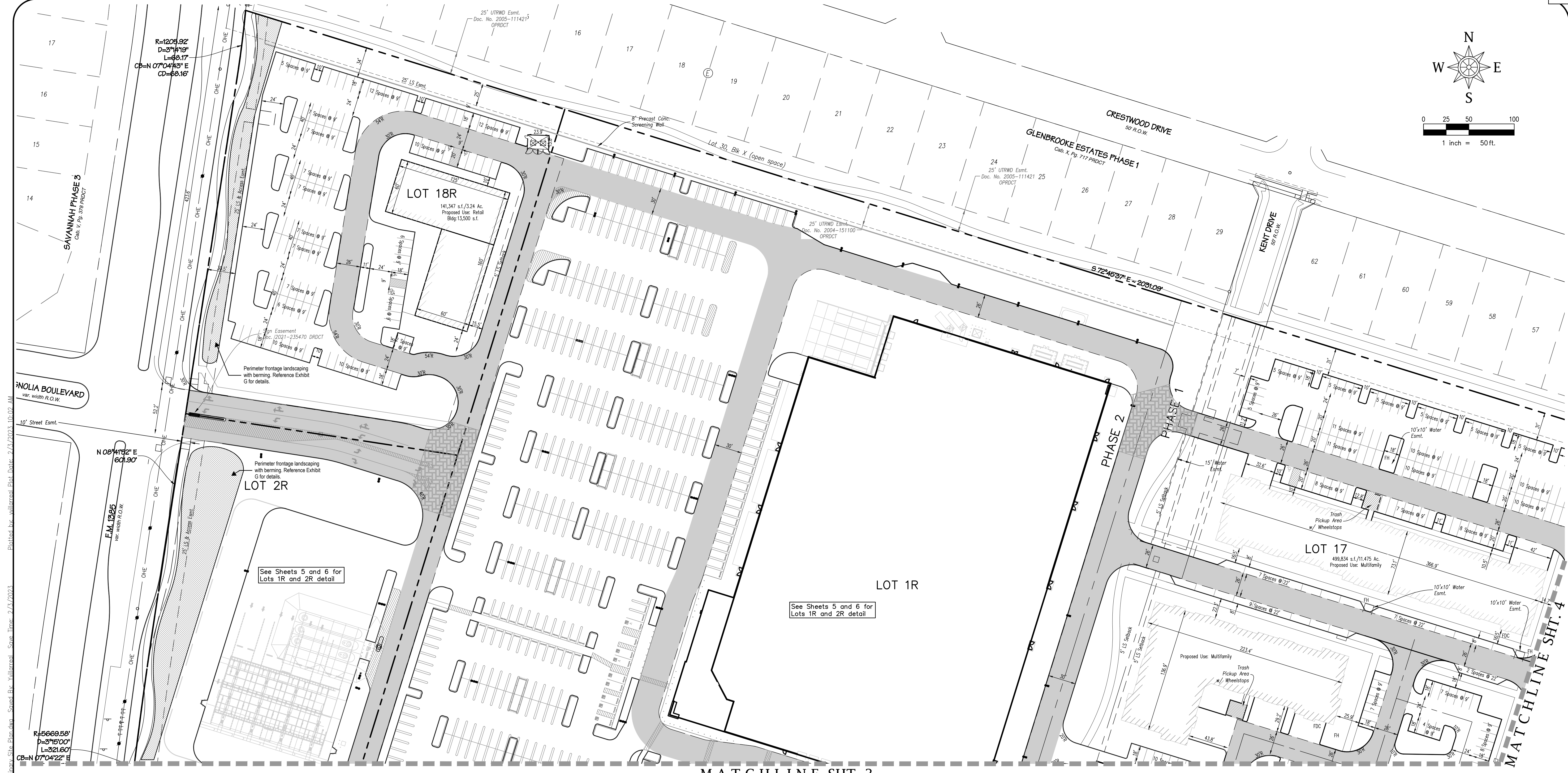
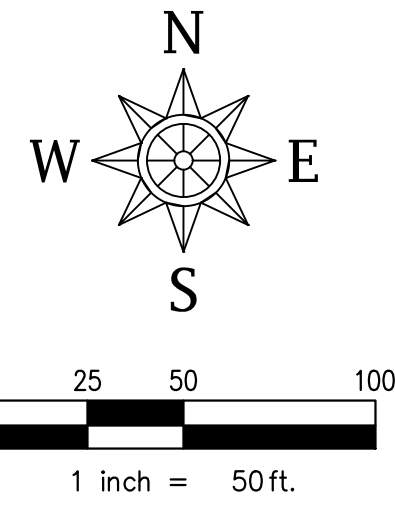
TOWN OF PROSPER, DENTON COUNTY, TEXAS

**ENGINEER/SURVEYOR**  
 Spiers Engineering, Inc.  
 765 Custer Road, Suite 100  
 Plano, TX 75075  
 Telephone: (972) 422-0077  
 TBPE No. F-2121  
 Contact: David Bond

**OWNER/DEVELOPER**  
 WestSide Prosper, LLC  
 8668 John Hickman Pkwy., Suite 907  
 Frisco, Texas 75034  
 Telephone (248) 345-3818  
 Contact: Shiva Kondru

**DEVELOPER/APPLICANT**  
 Cross Engineering & Associates, Inc.  
 1995 Raymond Drive, Suite 119  
 8668 John Hickman Pkwy., Suite 907  
 Northbrook, IL 60062  
 Telephone (847) 498-0800  
 Contact: Stephen Cross





MATCHLINE SHT. 3

MATCHLINE SHT. 4

All dimensions are to face of curb or edge of building unless otherwise noted.  
All curb radii are 2' unless otherwise noted.

**Notes:**  
1. The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.  
2. Headlight screening will be provided in accordance with Town Standards.

**LEGEND**

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- STAMPED & STAINED CONCRETE W/CONTRASTING COLOR
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- LIGHT POLE/STANDARD
- GUY WIRE ANCHOR
- BOLLARD
- SIGNPOST
- OVERHEAD POWER LINE
- CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT

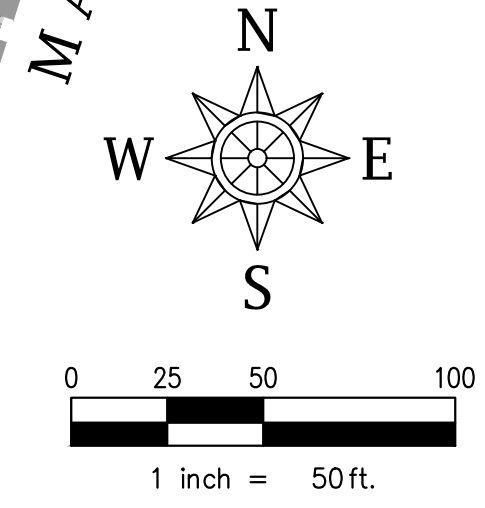
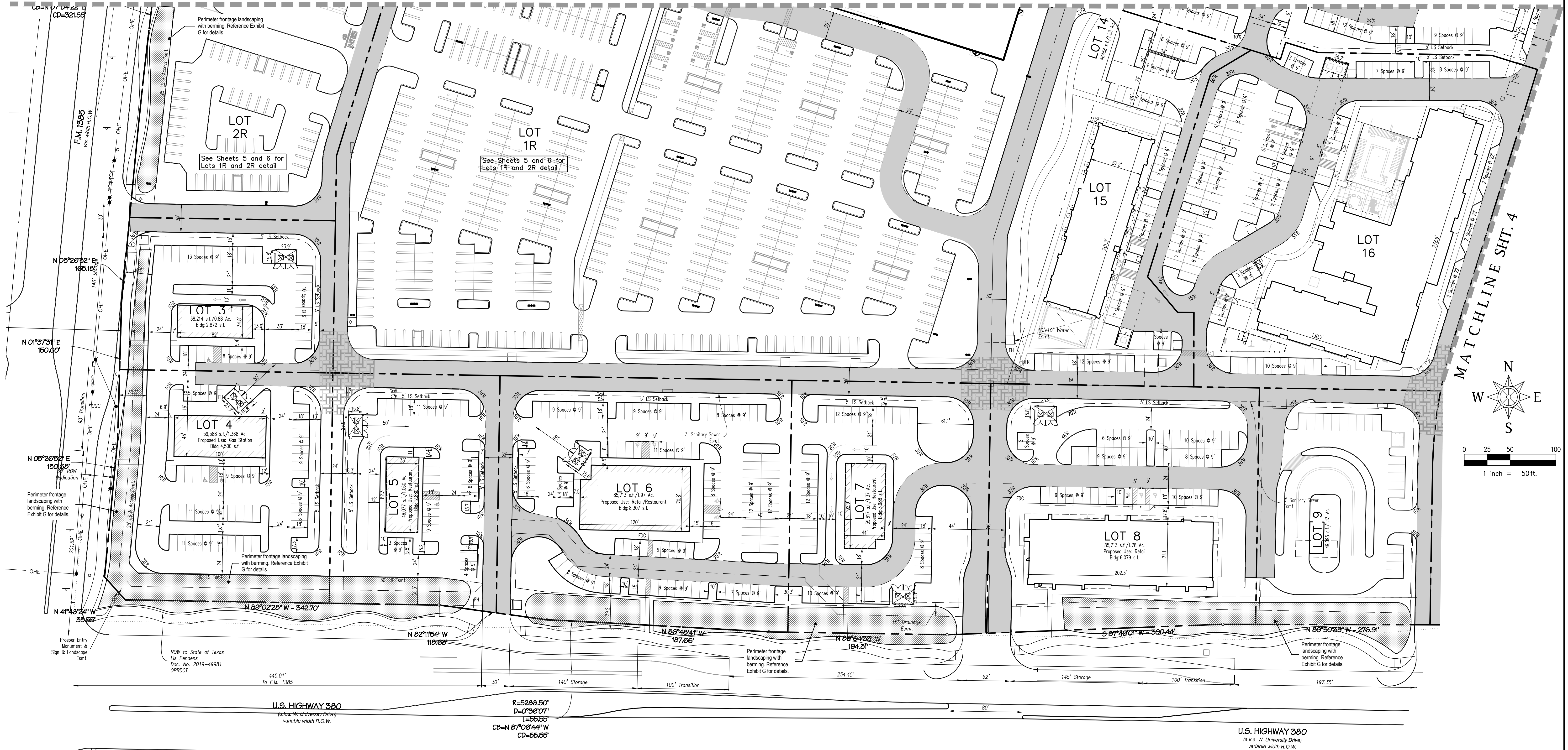
Sheet No. 2 of 6  
TOWN OF PROSPER CASE NO. Z22-0020  
Exhibit D

**WestSide**  
BEING 63.737 ACRES OF LAND (GROSS)  
63.017 ACRES (NET)  
IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &  
IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447 &  
IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &  
IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &  
IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &  
IN THE ANGUS JAMISON SURVEY  
TOWN OF PROSPER, DENTON COUNTY, TEXAS

<b>ENGINEER/SURVEYOR</b> Spiors Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond	<b>OWNER/DEVELOPER</b> WestSide Prosper, LLC 1995 Raymond Drive, Suite 119 Frisco, Texas 75034 Contact: Shiva Kondru	<b>DEVELOPER/APPLICANT</b> Cross Engineering & Associates, Inc. 8668 John Hickman Pkwy., Suite 907 Northbrook, IL 60062 Telephone (847) 498-0800 Contact: Stephen Cross
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Drawn by: J. Williams, 2/13/2023, 10:02 AM  
Checked by: J. Williams, 2/13/2023, 10:02 AM  
Printed by: J. Williams, 2/13/2023, 10:02 AM

MATCHLINE SHT. 2



All dimensions are to face of curb or edge of building unless otherwise noted.  
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 2. Headlight screening will be provided in accordance with Town Standards.

- LEGEND**
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  - STAMPED & STAINED CONCRETE W/CONTRASTING COLOR
  - 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
  - POWER POLE
  - LIGHT POLE/STANDARD
  - GUY WIRE ANCHOR
  - BOLLARD
  - SIGNPOST
  - OVERHEAD POWER LINE
  - CONTROL MONUMENT
  - PROPOSED FIRE HYDRANT
  - EXISTING FIRE HYDRANT

Sheet No. 3 of 6  
 TOWN OF PROSPER CASE NO. Z22-0020  
 Exhibit D

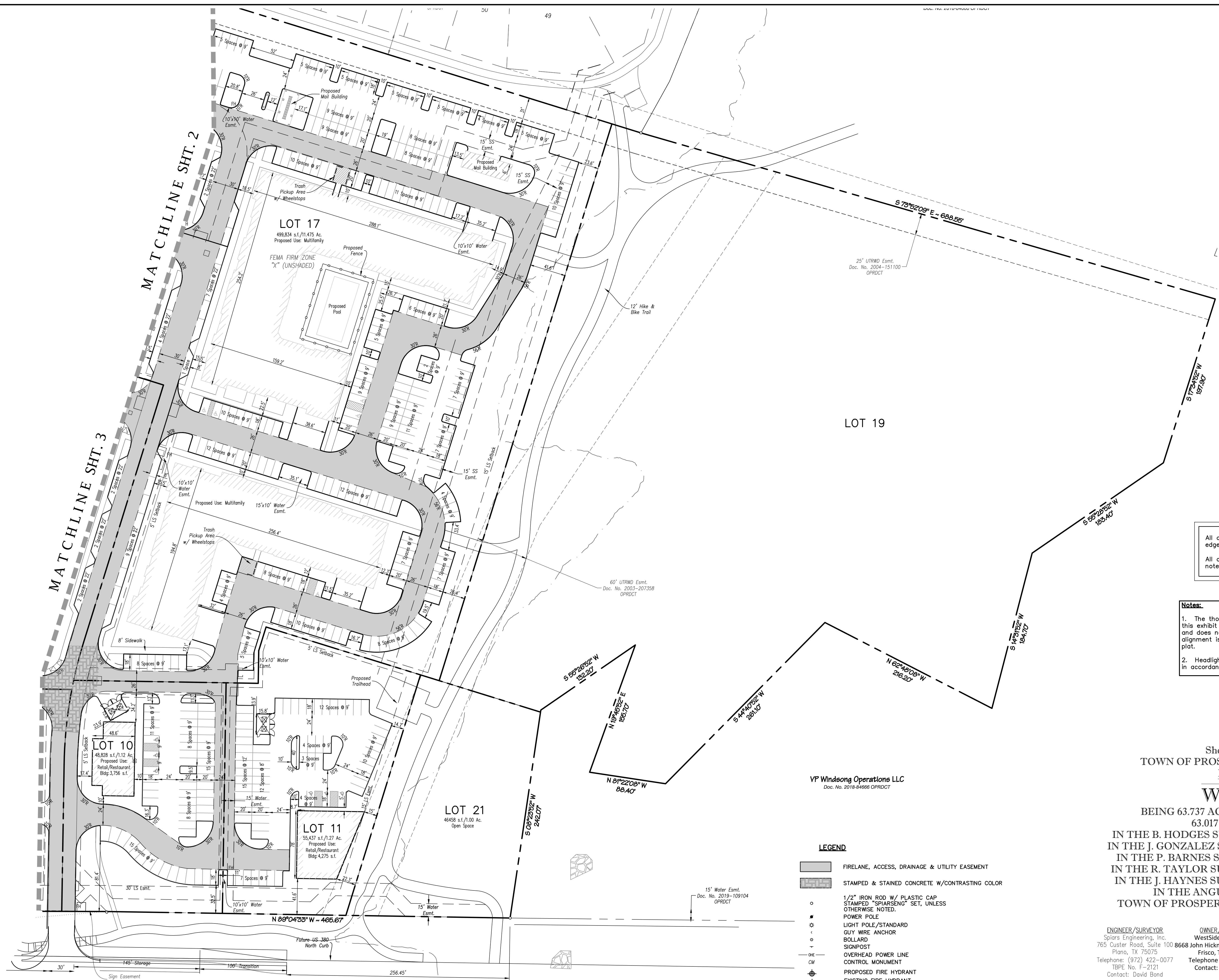
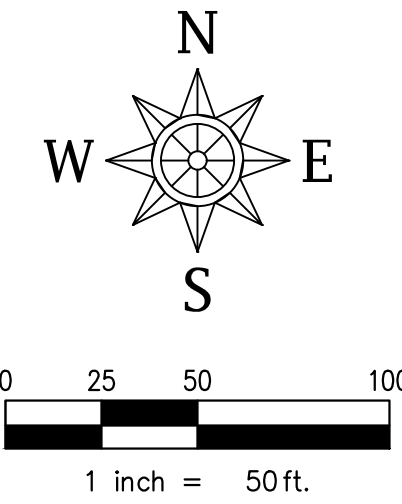
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 IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &  
 IN THE ANGUS JAMISON SURVEY  
 TOWN OF PROSPER, DENTON COUNTY, TEXAS

U.S. HIGHWAY 380  
 (a.k.a. W. University Drive)  
 variable width R.O.W.

**ENGINEER/SURVEYOR**  
 Spiars Engineering, Inc.  
 765 Custer Road, Suite 100  
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All curb radii are 2' unless otherwise noted.

**Notes:**  
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2. Headlight screening will be provided in accordance with Town Standards.

Sheet No. 4 of 6  
TOWN OF PROSPER CASE NO. Z22-0020  
Exhibit D

**WestSide**  
BEING 63.737 ACRES OF LAND (GROSS)  
63.017 ACRES (NET)  
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TOWN OF PROSPER, DENTON COUNTY, TEXAS

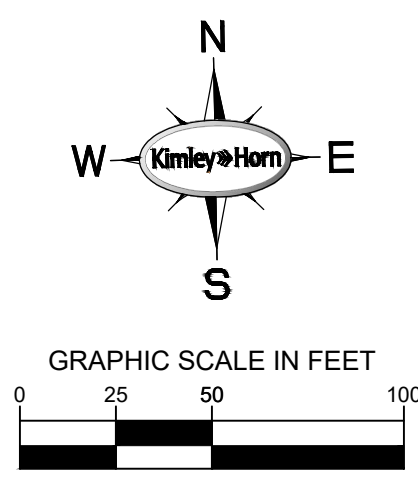
VP Windsong Operations LLC  
Doc. No. 2018-84866 OPRDCT

- LEGEND**
- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
  - STAMPED & STAINED CONCRETE W/CONTRASTING COLOR
  - 1/2" IRON ROD W/ PLASTIC CAP
  - GUY WIRE ANCHOR
  - POWER POLE
  - LIGHT POLE/STANDARD
  - BOLLARD
  - SIGNPOST
  - OVERHEAD POWER LINE CONTROL MONUMENT
  - PROPOSED FIRE HYDRANT
  - EXISTING FIRE HYDRANT

<b>ENGINEER/SURVEYOR</b> Spiors Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond	<b>OWNER/DEVELOPER</b> WestSide Prosper, LLC 1995 Raymond Pkwy., Suite 907 Frisco, Texas 75034 Telephone (248) 345-3818 Contact: Shiva Kondru	<b>DEVELOPER/APPLICANT</b> Cross Engineering & Associates, Inc. 8668 John Hickman Pkwy., Suite 119 Northbrook, IL 60062 Telephone (847) 498-0800 Contact: Stephen Cross
--	--	--

Drawn by: G:\2022\_08\22-187 Westside Prosper\CAD\Drawings\22-187 Preliminary Site Plan.dwg Saved By: Villareal Date: 2/13/2023 10:02 AM

SAVANNAH, PHASE 3  
CAB. V. PG. 378  
P.R.D.C.T.



LIARD  
R.O.W.)

W/ DEDICATION  
05. NO. 2020-55  
P.R.D.C.T.

OCK A  
WN CENTER  
2018-482  
C.T.

F.M. 1385

25' LANDSCAPE  
EASEMENT ALONG FM  
1385 FRONTAGE

10' WATER  
EASEMENT

30' FIRELANE, ACCESS,  
DRAINAGE & UTILITY  
EASEMENT. DOC. NO.  
2020-55  
P.R.D.C.T.

LOT 3, BLOCK A  
SSSS HOLDING, LLC  
INST. NO. 2021-235468  
P.R.D.C.T.

LOT 4, BLOCK A  
WESTSIDE PROSPER, LLC  
INST. NO. 2021-235468  
P.R.D.C.T.

LOT 18R

LANDSCAPE EASEMENT  
DOC. NO. 2021-235470  
P.R.D.C.T.

PERIMETER FRONTAGE  
LANDSCAPING WITH  
BERMING. REF. EXHIBIT  
G FOR DETAILS

LOT 2R

LOT 2R

LOT 5, BLOCK A  
SSSS HOLDING, LLC  
INST. NO. 2021-235468  
P.R.D.C.T.

LOT 4

LOT 2R

LOT 1R

LOT 5

LOT 4

LOT 5

LOT 4

LOT 6

LOT 4

LOT 6, BLOCK A  
WESTSIDE PROSPER, LLC  
INST. NO. 2021-235468  
P.R.D.C.T.

LOT 4

LOT 7

LOT 4

LOT 7, BLOCK A  
WESTSIDE PROSPER, LLC  
INST. NO. 2021-235468  
P.R.D.C.T.

LOT 4

LOT 8

LOT 4

**COSTCO**  
WHOLESALE

LOT 1R

MATCH LINE SHEET 6 OF 6  
MATCH LINE SHEET 5 OF 6

LOT 14

LOT 15

LOT 8, BLOCK A  
WESTSIDE PROSPER, LLC  
INST. NO. 2021-235468  
P.R.D.C.T.

LOT 4

**LEGEND**

	PROPERTY LINE
	SETBACK LINE
	PROPOSED EASEMENT
	PROPOSED FIRE LANE
	EXISTING OVERHEAD POWER LINE
	EXISTING CABLE LINE
	EXISTING GAS LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	PROPOSED FIRE HYDRANT (FH)
	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
	BARRIER FREE RAMP (BFR)
	PROPOSED TRANSFORMER LOCATION
	NUMBER OF PARKING SPACES PER ROW
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING FIRE HYDRANT
	EXISTING STORM MANHOLE
	EXISTING SAN. SWR. MANHOLE
	EXISTING SIGN
	PROP. LANDSCAPE AREA

**SITE NOTES**

- ALL DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
- ALL CURB RADII ARE 3' UNLESS NOTED OTHERWISE.
- THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
- HEADLIGHT SCREENING WILL BE PROVIDED IN ACCORDANCE WITH TOWN STANDARDS.

SHEET NO. 5 OF 6  
TOWN OF PROSPER CASE NO. Z22-0020  
EXHIBIT D

**WESTSIDE**

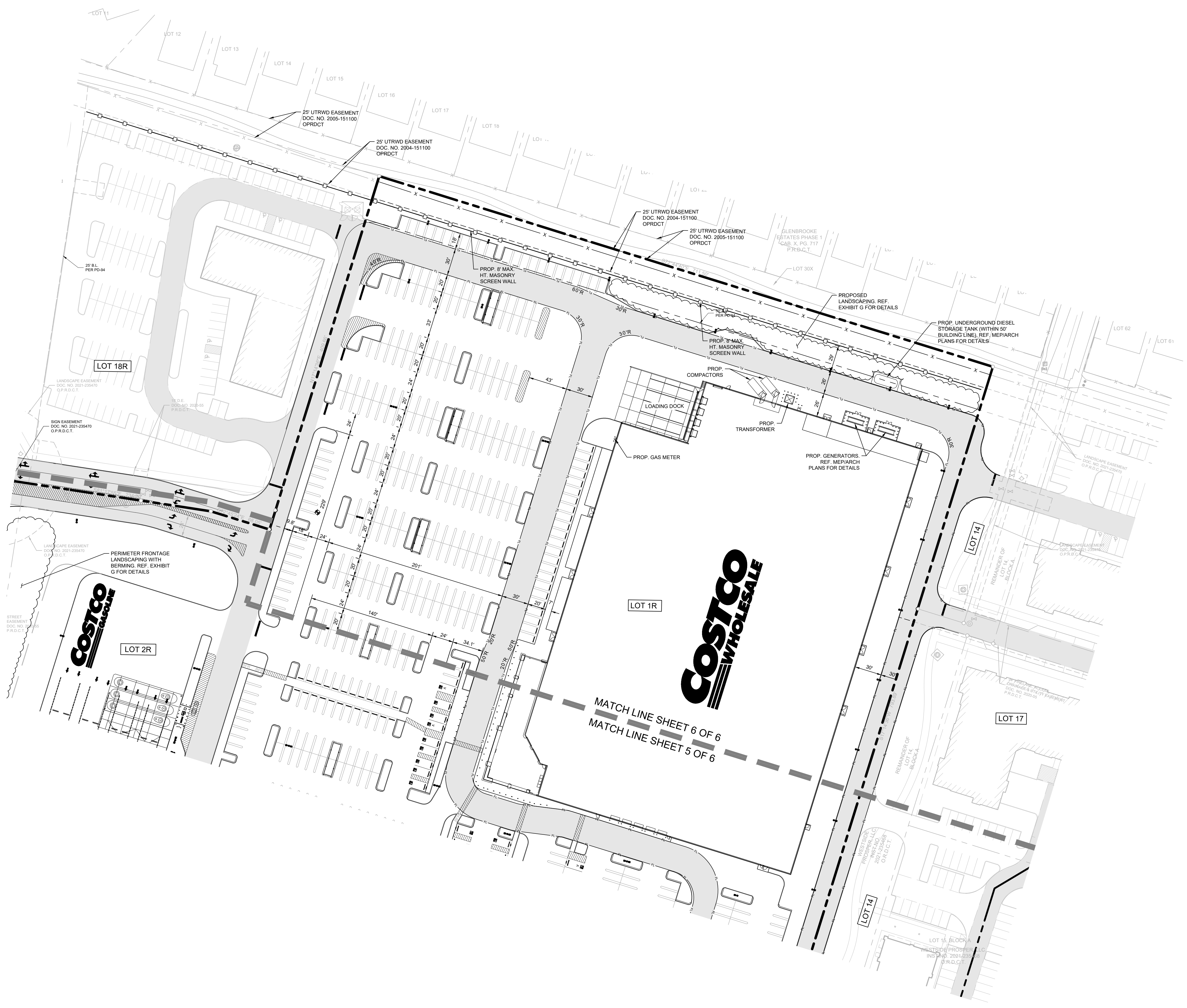
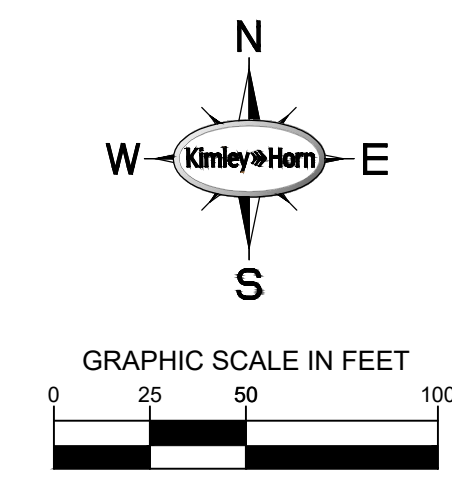
BEING 63.737 ACRES OF LAND (GROSS)  
63.017 ACRES (NET)

IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &  
IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 477 &  
IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &  
IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &  
IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &  
IN THE ANGUS JAMISON SURVEY  
TOWN OF PROSPER, DENTON COUNTY, TEXAS

ENGINEER / SURVEYOR  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER, SUITE 700  
DALLAS, TEXAS 75240  
TELEPHONE: (972) 770-1300  
TBP# NO. F-928  
CONTACT: JUDD MULLINIX, P.E.

OWNER / DEVELOPER  
WESTSIDE PROSPER, LLC  
8666 JOHN HICKMAN PKWY, SUITE 907  
FRISCO, TEXAS 75034  
TELEPHONE: (248) 348-3818  
CONTACT: SHIVA KONDRU

DEVELOPER / APPLICANT  
CROSS ENGINEERING & ASSOCIATES, INC.  
1995 RAYMOND DRIVE, SUITE 119  
NORTHBROOK, ILLINOIS 60062  
TELEPHONE: (847) 498-0800  
CONTACT: STEPHEN CROSS



LEGEND

	PROPERTY LINE
	SETBACK LINE
	PROPOSED EASEMENT
	PROPOSED FIRE LANE
	EXISTING OVERHEAD POWER LINE
	EXISTING CABLE LINE
	EXISTING GAS LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	PROPOSED FIRE HYDRANT (FH)
	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
	BARRIER FREE RAMP (BFR)
	PROPOSED TRANSFORMER LOCATION
	NUMBER OF PARKING SPACES PER ROW
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING FIRE HYDRANT
	EXISTING STORM MANHOLE
	EXISTING SAN. SWR. MANHOLE
	EXISTING SIGN
	PROP. LANDSCAPE AREA

SITE NOTES

1. ALL DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
2. ALL CURB RADII ARE 3' UNLESS NOTED OTHERWISE.
3. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
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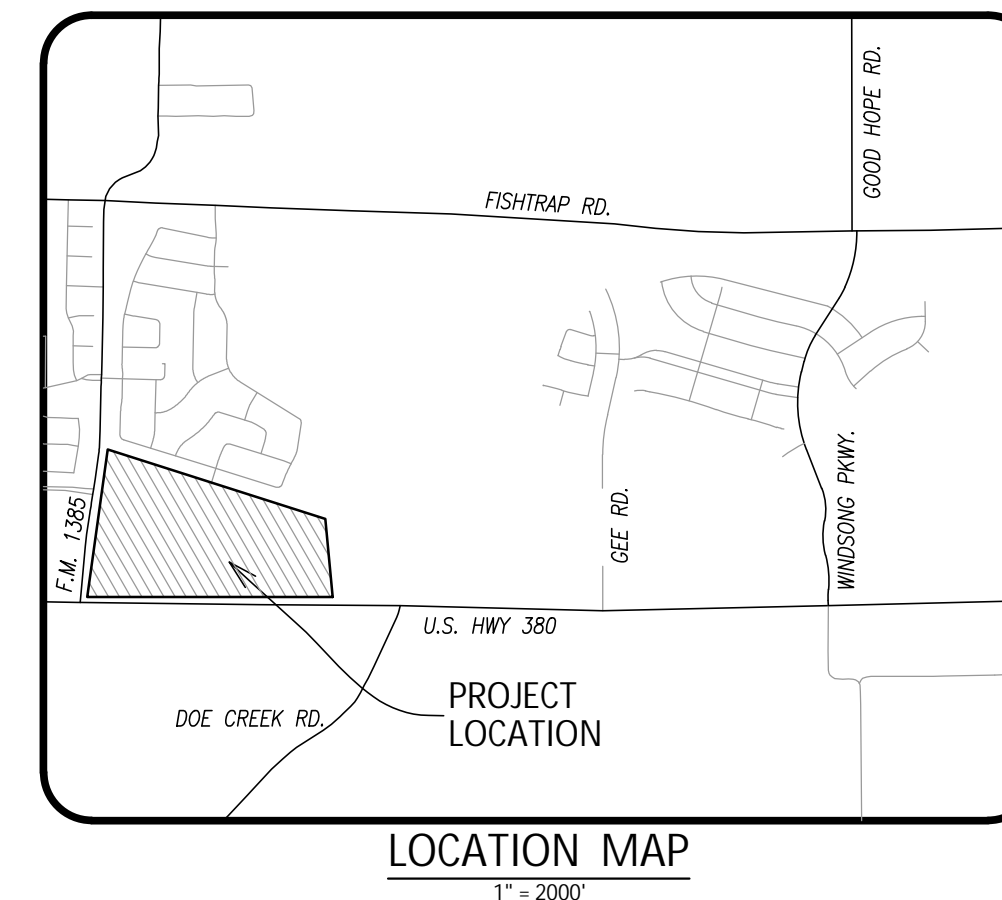
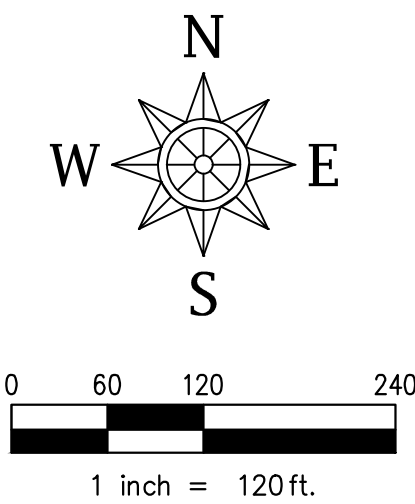
SHEET NO. 6 OF 6  
TOWN OF PROSPER CASE NO. Z22-0020  
EXHIBIT D

WESTSIDE

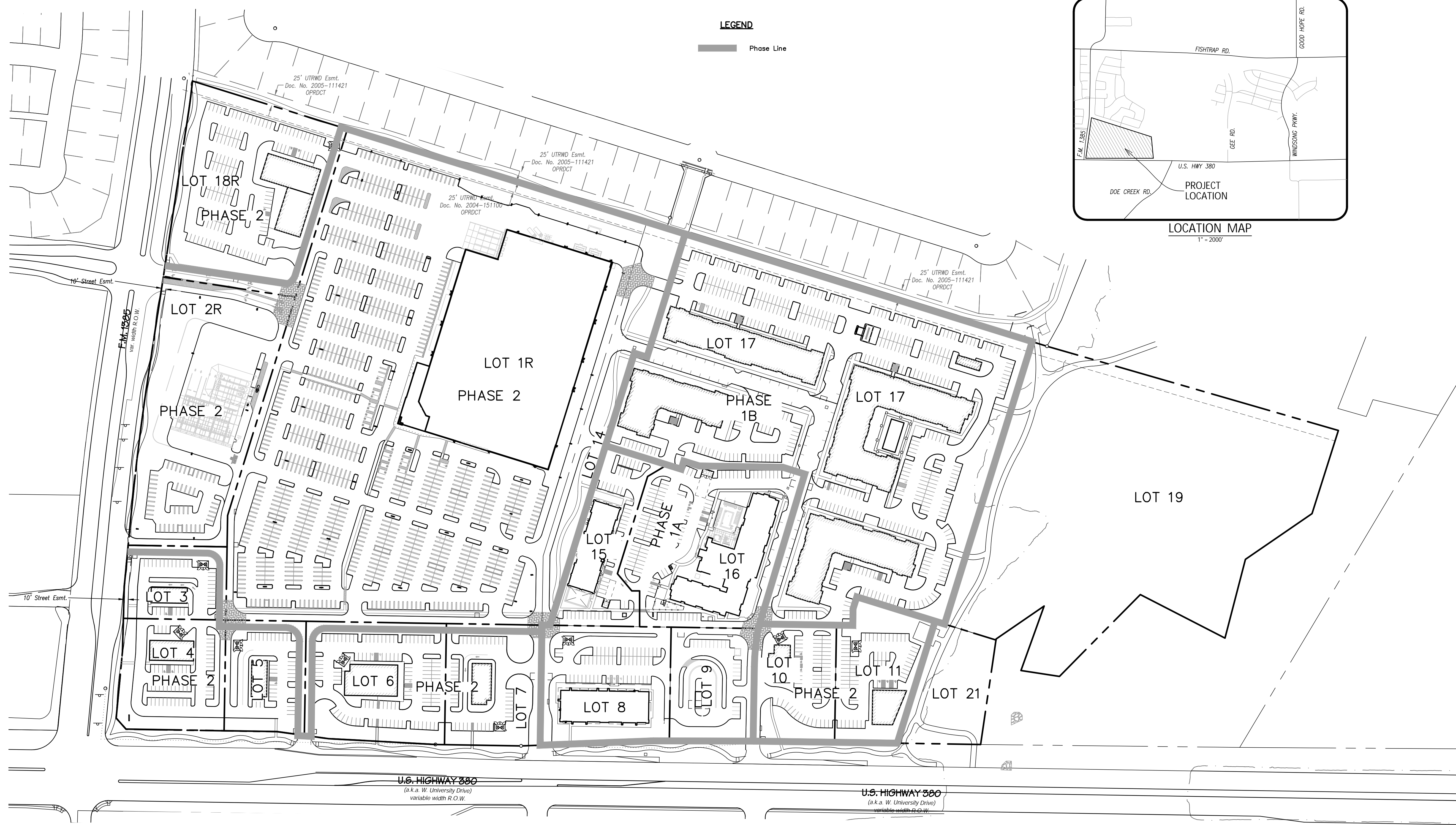
BEING 63.737 ACRES OF LAND (GROSS)  
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IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &  
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IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &  
IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &  
IN THE ANGUS JAMISON SURVEY  
TOWN OF PROSPER, DENTON COUNTY, TEXAS

ENGINEER / SURVEYOR KIMLEY-HORN AND ASSOCIATES, INC. 13455 NOEL ROAD DALLAS, TEXAS 75240 TELEPHONE: (972) 770-1300 TBP# NO. F-528 CONTACT: JUDD MULLINIX, P.E.	OWNER / DEVELOPER WESTSIDE PROSPER, LLC 8668 JOHN HICKMAN PKWY., SUITE 907 FRISCO, TEXAS 75034 TELEPHONE: (248) 348-3818 CONTACT: SHIVA KONDRU	DEVELOPER / APPLICANT CROSS ENGINEERING & ASSOCIATES, INC. 1995 RAYMOND DRIVE, SUITE 119 NORTHBROOK, ILLINOIS 60062 TELEPHONE: (847) 498-0800 CONTACT: STEPHEN CROSS
--	---	---



**LEGEND**  
Phase Line



D:\Projects\2022\0825\22-187 Westside Prosper\22-187 Exhibit E-2 Phasica Plan.dwg Saved By: Yilanzee Date Time: 2/3/2023 10:33 AM

TOWN OF PROSPER CASE NO. Z22-0020  
Exhibit E-2

### WestSide

BEING 63.737 ACRES OF LAND (GROSS)  
63.017 ACRES (NET)

IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &  
IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447 &  
IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &  
IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &  
IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &  
IN THE ANGUS JAMISON SURVEY  
TOWN OF PROSPER, DENTON COUNTY, TEXAS

<b>ENGINEER/SURVEYOR</b> Spiors Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond	<b>OWNER/DEVELOPER</b> WestSide Prosper, LLC 8668 John Hickman Pkwy., Suite 907 Frisco, Texas 75034 Telephone (248) 345-3818 Contact: Shiva Kondru	<b>DEVELOPER/APPLICANT</b> Cross Engineering & Associates, Inc. 1995 Raymond Drive, Suite 119 8668 John Hickman Pkwy., Suite 907 Northbrook, IL 60062 Telephone (847) 498-0800 Contact: Stephen Cross
--	---	---

**Z22-0020**  
**EXHIBIT E**  
**DEVELOPMENT SCHEDULE**  
**WESTSIDE**

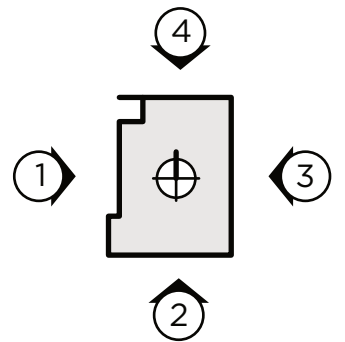
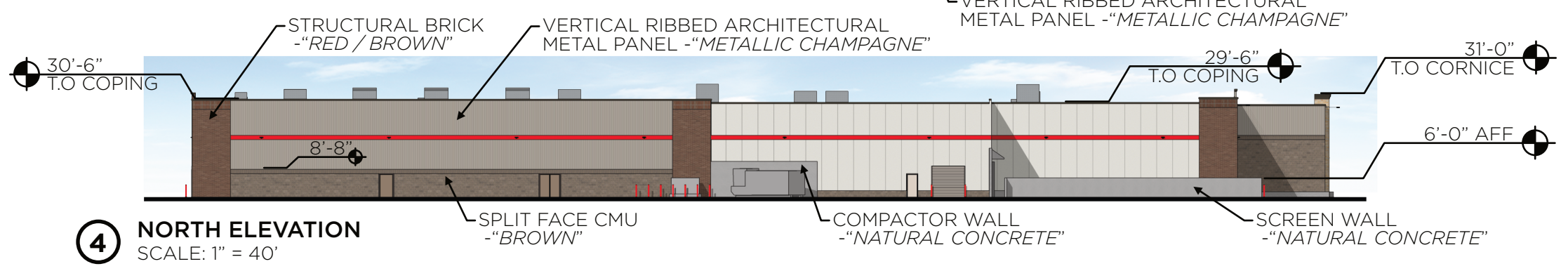
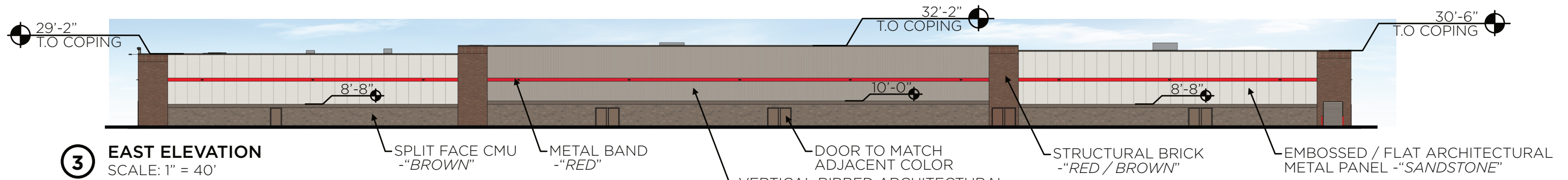
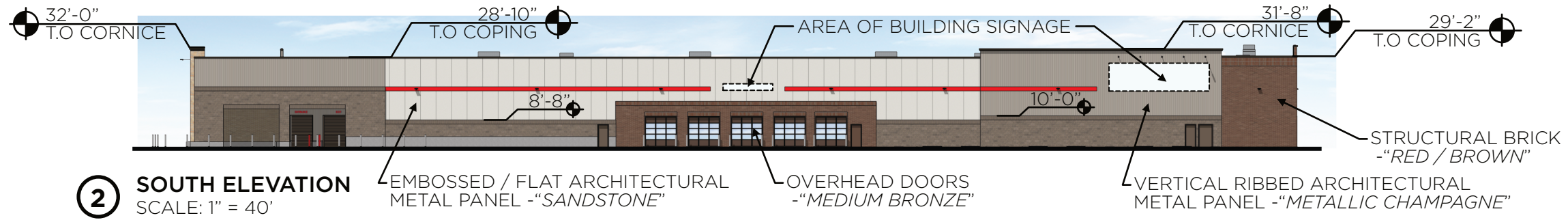
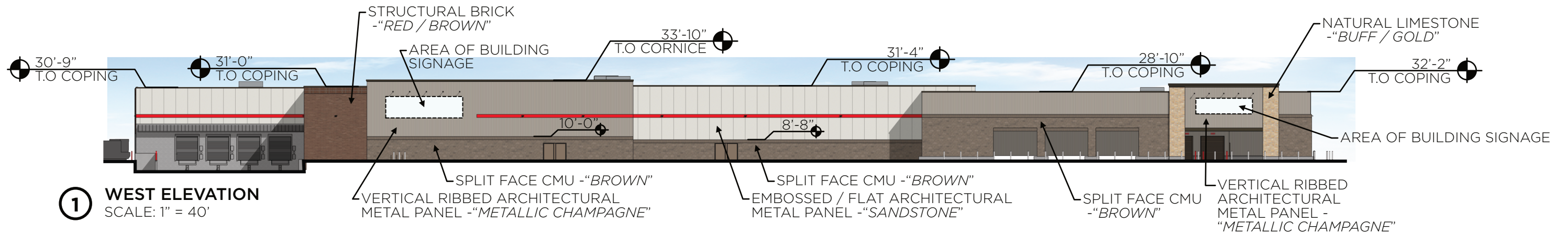
Item 18.

The phasing and development of this project is dependent upon both market conditions and the individual developers' timing. The anticipated schedule for the buildout will likely include a division of developmental increments. Upon commencement of development, the project construction is expected to require between 18 and 60 months. See Exhibit E2 for a graphic depiction.

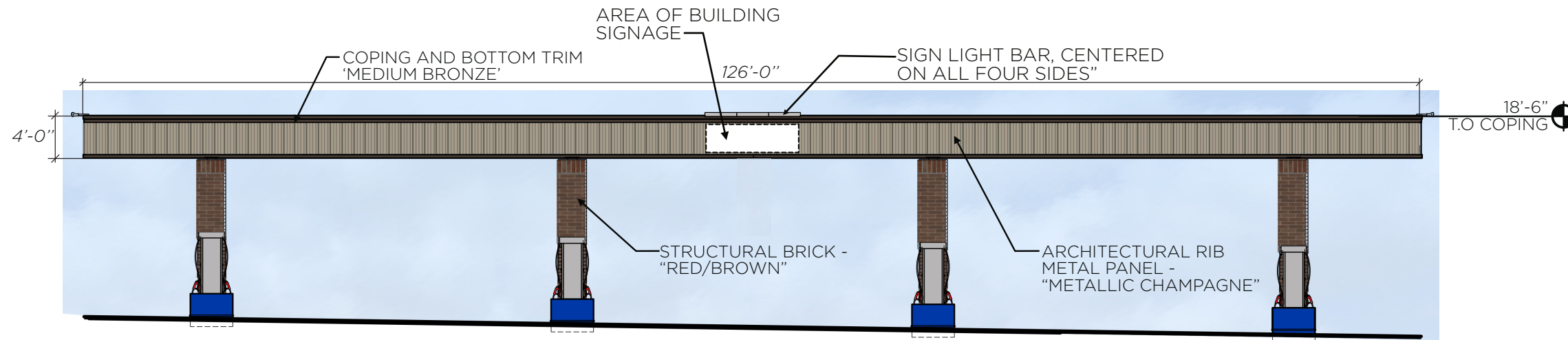
Phase IA: The central core of the property includes an extended stay hotel plus individual pads inside the retail development. Vehicular access to the property will mostly be included in this phase. Depending on the schedule of the multi-family developer, Phase IB could be developed in conjunction with Phase IA.

Phase IB: Consists of multi-family development.

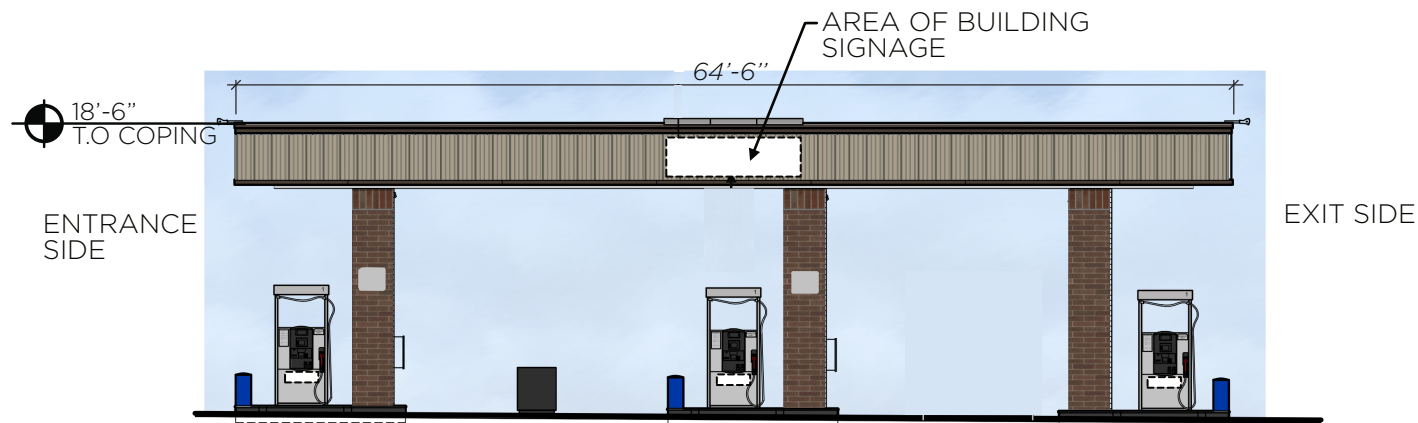
Phase 2: The second phase of a two phase commercial development, including the big box retail uses to the west of the planned development area. The fuel pumps accessory use of the Big Box Retail will be developed in two (2) increments to allow for future planned expansion dependent on market conditions. The remote parking lot adjacent to the fuel pumps as shown on Exhibit D will also be developed as a separate increment of phase 2 parking.



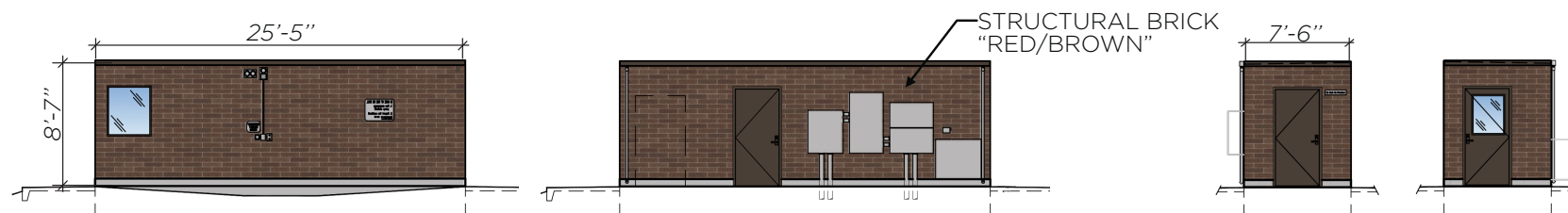




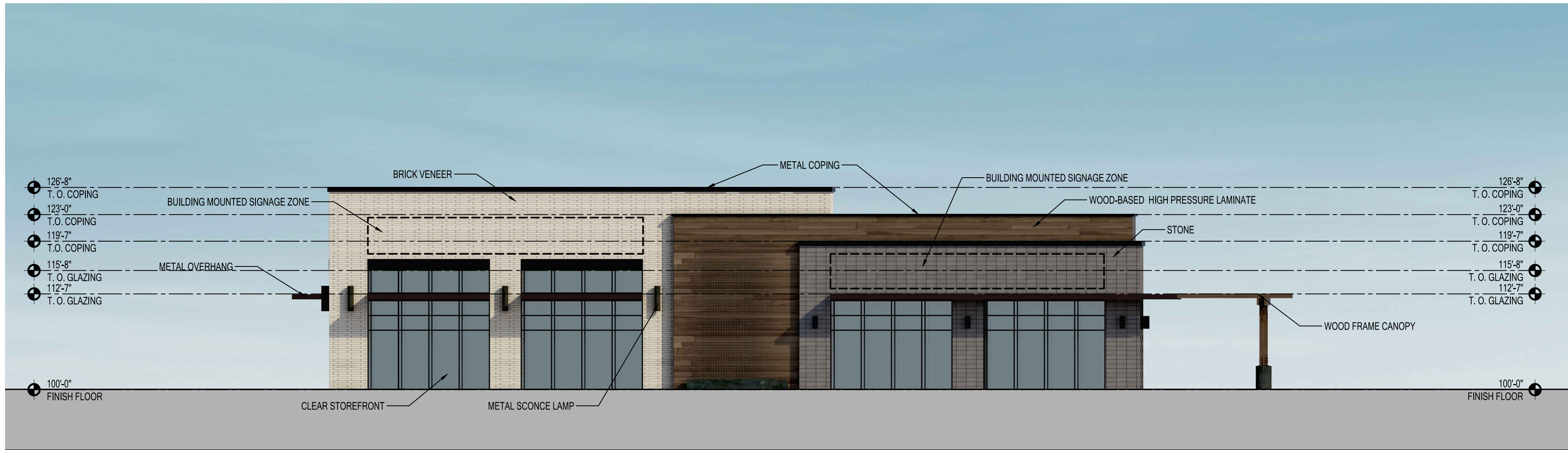
1 CANOPY AND DISPENSER ELEVATION (NORTH/SOUTH)  
SCALE: 1/8" = 1'



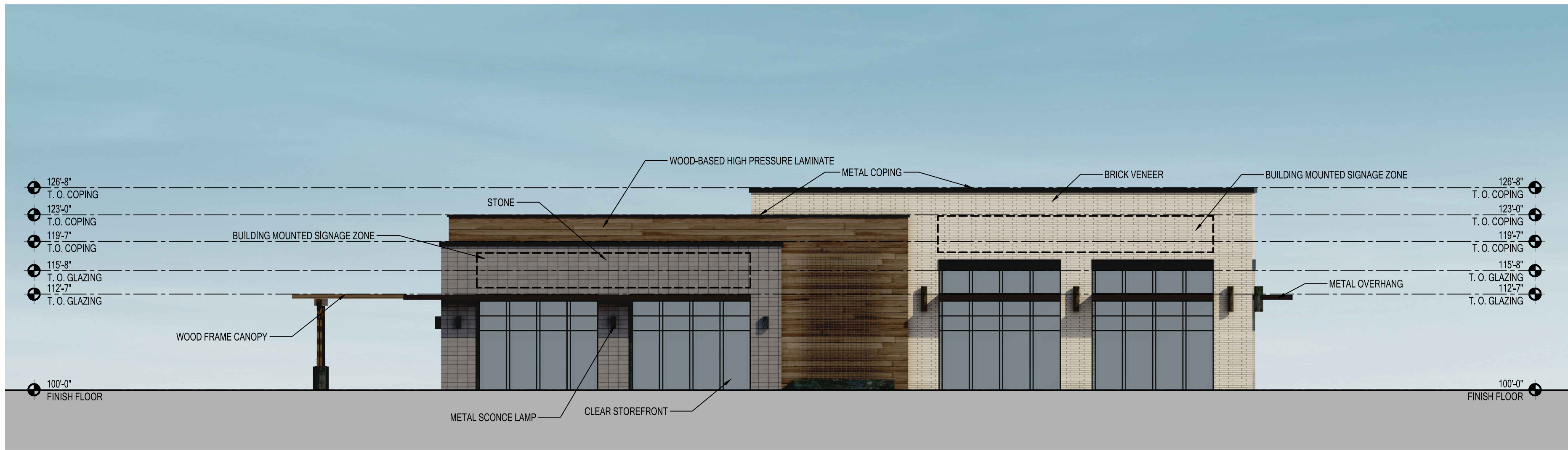
2 CANOPY AND DISPENSER ELEVATION (EAST/WEST)  
SCALE: 1/8" = 1'



3 CONTROLLER ENCLOSURE EXTERIOR ELEVATIONS  
SCALE: 1/8" = 1'



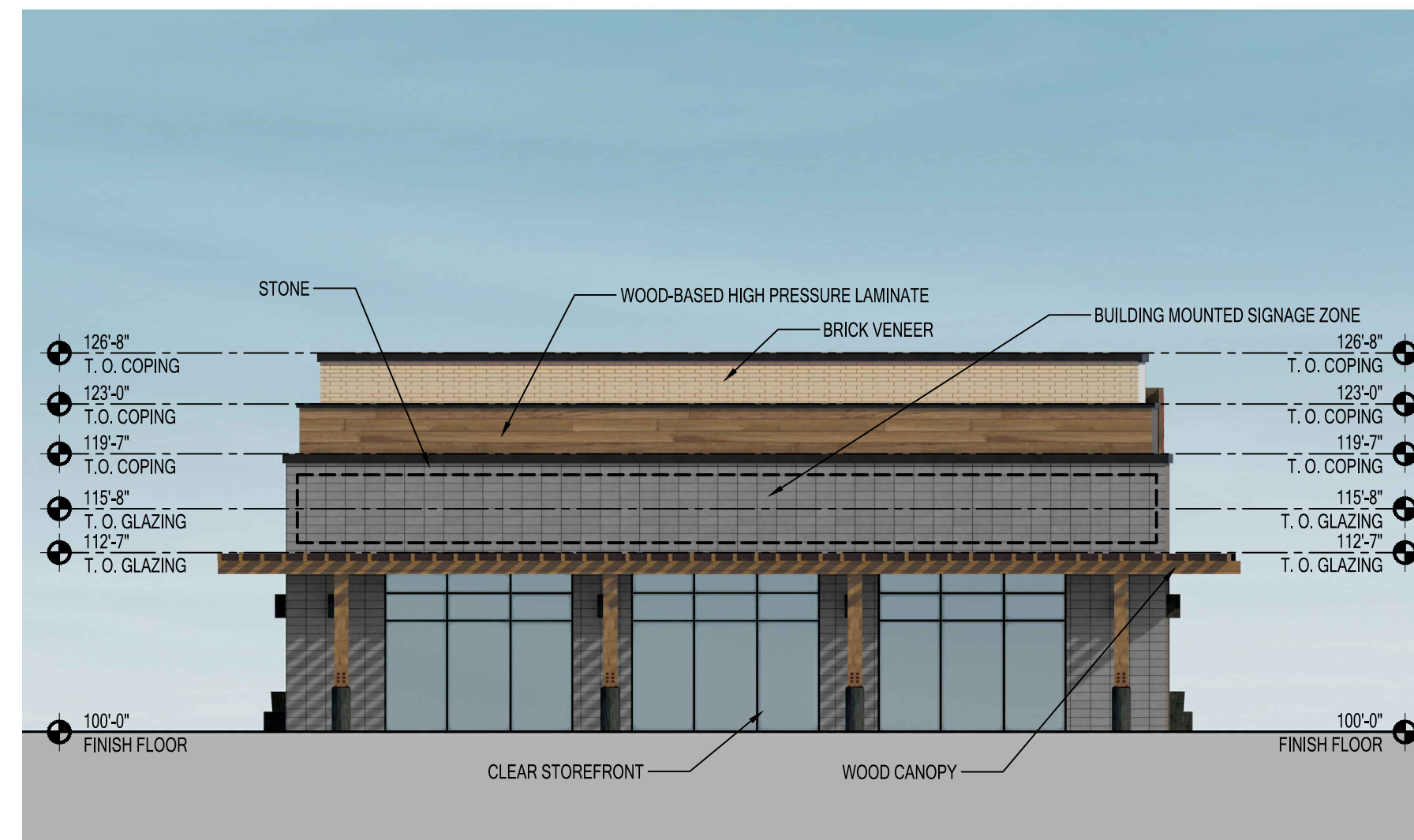
1 EAST ELEVATION  
3/32" = 1'-0"



2 WEST ELEVATION  
3/32" = 1'-0"






3 NORTH ELEVATION  
3/32" = 1'-0"



4 SOUTH ELEVATION  
3/32" = 1'-0"

FACADE MATERIAL ANALYSIS		
<b>01 EAST ELEVATION</b>		
MATERIAL	AREA (SF)	%
BRICK VENEER	1220	46.90%
WOOD-BASED HIGH PRESSURE LAMINATE	509	19.60%
STONE	873	33.60%
TOTALS*	2602	100.00%
*GLAZING NOT INCLUDED		
<b>02 WEST ELEVATION</b>		
MATERIAL	AREA (SF)	%
BRICK VENEER	1220	47.50%
WOOD-BASED HIGH PRESSURE LAMINATE	511	19.80%
STONE	839	32.60%
TOTALS*	2570	100.00%
*GLAZING NOT INCLUDED		
<b>03 NORTH ELEVATION</b>		
MATERIAL	AREA (SF)	%
BRICK VENEER	1474	100.00%
WOOD-BASED HIGH PRESSURE LAMINATE	0	0.00%
STONE	0	0.00%
TOTALS*	1474	100.00%
*GLAZING NOT INCLUDED		
<b>04 SOUTH ELEVATION</b>		
MATERIAL	AREA (SF)	%
BRICK VENEER	161	10.70%
WOOD-BASED HIGH PRESSURE LAMINATE	186	12.40%
STONE	1157	76.90%
TOTALS*	1504	100.00%
*GLAZING NOT INCLUDED		

MATERIALS TABLE	
	MAS 1
	MAS 2
	WOOD 1

NOTES	
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2	All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
3	When permitted, exposed utility boxes and conduits shall be painted to match the building.
4	All signage areas and locations are subject to approval by the Building Inspection Department.
5	Windows shall have a maximum exterior visible reflectivity of (10) percent.

Owner:  
GF3 Partnership, LLC  
Contact: Michael C. Fannin  
15700 State Highway 121  
Frisco, Texas 75035  
972.747.9233  
mcfannin@gmail.com

Job #: 17173.02  
File Name: RestaurantRetailElevations\_2018-0928.dwg  
Date: 09/28/18  
Drawn by: BEM, LA, PA

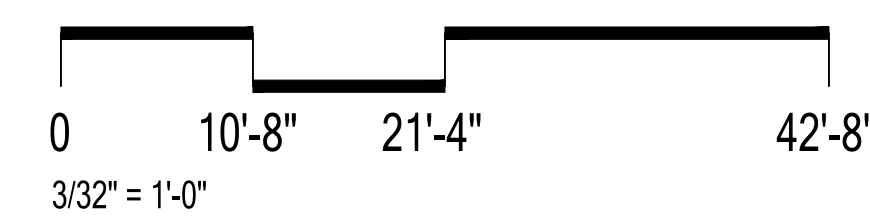


**PLANNING**

2808 Fairmont Street, Suite 300  
Dallas, Texas 75201 | 214.303.1500

3300 West 7th Street, Suite 110  
Fort Worth, Texas 76107 | 817.303.1500

**EXHIBIT "F"**  
US 380 / FM 1385 NEC  
Prosper, Texas  
63.905 Acres





GLA-ATL,LLC

649 11TH STREET  
ATLANTA, GA 30318  
VOICE: 404.228.1958  
FAX: 404.228.8350

WWW.GLAATL.COM

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NOTES	
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5	Windows shall have a maximum exterior visible reflectivity of (10) percent.



3 BUILDING ELEVATION - 2/3-STORY CONCEPT

R-1

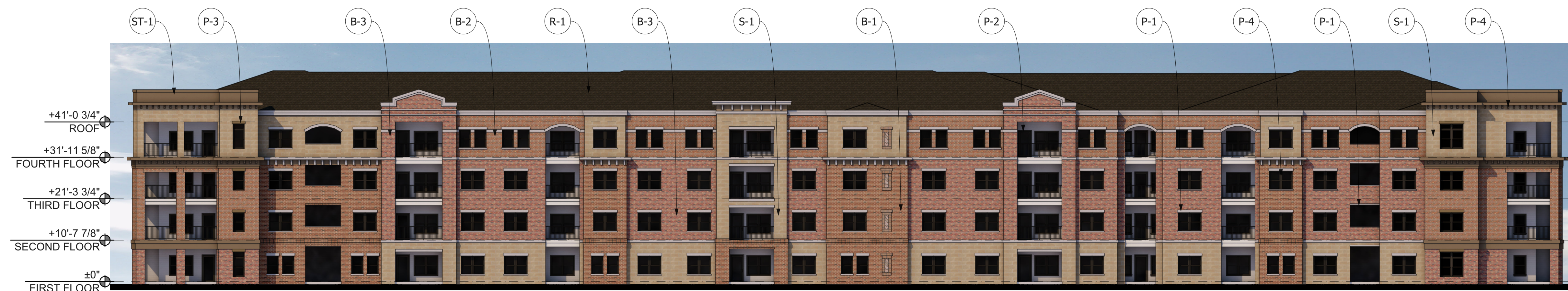
MATERIAL CALCULATION (PHASE 2-BLDG. 1)		
TOTAL AREA (EXCLUDING GLAZING) IN SF:	3,853	100%
MASONRY (BRICK/STONE) IN SF:	3,799	98.6%
FIBER CEMENT/OTHER IN SF: (BALCONY FASCIA)	54	0.14%



2 BUILDING ELEVATION - 3-STORY CONCEPT

R-1

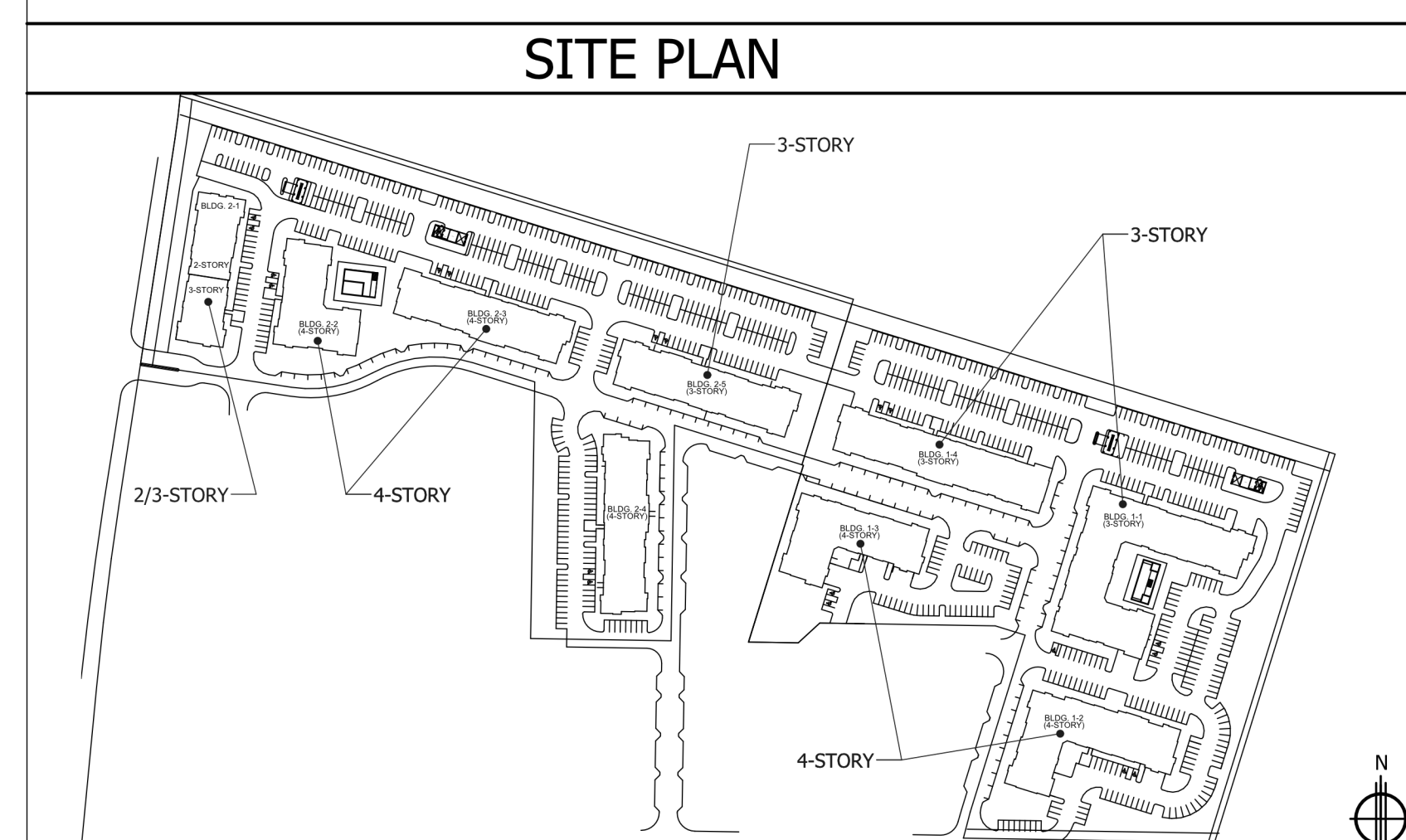
MATERIAL CALCULATION (3-Story Concept)		
TOTAL AREA (EXCLUDING GLAZING) IN SF:	7,028	100%
MASONRY (BRICK/STONE) IN SF:	6,972	99.2%
FIBER CEMENT/OTHER IN SF: (BALCONY FASCIA)	56	0.8%



1 BUILDING ELEVATION - 4-STORY CONCEPT

R-1

MATERIAL CALCULATION (4-Story Concept)		
TOTAL AREA (EXCLUDING GLAZING) IN SF:	9,563	100%
MASONRY (BRICK/STONE) IN SF:	9,282	97.1%
FIBER CEMENT/OTHER IN SF: (BALCONY FASCIA)	281	2.1%



BUILDING HEIGHTS	
NUMBER OF STORIES	RIDGE HEIGHT
4	54'-11"
3	49'-5"
2/3	43'-7"

**NOTES**

- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW, OR AS REQUIRED BY ZONING GUIDELINES.
- BUILDING RENDERINGS REFLECT THE DESIGN FORM AND INTENT OF THE REFERENCED BUILDINGS. ADDITIONAL DETAIL, GARAGE, TRASH SERVICES, AND OTHER ELEMENTS TO BE INCORPORATED AS DESIGN DEVELOPS.
- SITE PLAN IS FOR GENERAL LOCATION PURPOSES ONLY AND MAY NOT FULLY REFLECT EXACT/CURRENT SITE DESIGN. PLEASE REFERENCE EXHIBIT D "CONCEPTUAL SITE PLAN".
- MATERIAL CALCULATIONS DO NOT INCLUDE MINOR TRIM OR MATERIALS ABOVE THE COMMON ROOF BEARING PLANE.

**ABBREVIATIONS**

ALUM.	ALUMINUM	0'-0"	ELEVATION HGT.
BLDG.	BUILDING	DWG.NO.	DWG.TITLE
BRZVY.	BREEZEWAY	SCALE	
FF.	FINISHED FLOOR	TITLE	
STL.	STEEL		

FACADE PLANS											
MATERIAL LEGEND						MATERIAL LEGEND					
TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION
S-1	[Swatch]	VENDOR: BORAL CASTFIT CUT: FRENCH GRAY COLOR: GRAY MATERIAL: NATURAL STONE	B-1	[Swatch]	VENDOR: BORAL BRICK COLOR: REMINGTON CLASSIC MATERIAL: CLAY-FIRED BRICK	P-1	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: WESTHIGHLAND WHITE NUMBER: SW7566 R:242, G:238, B:228 MATERIAL: TRIM & GUTTER	P-4	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: BARCELONA BEIGE NUMBER: SW7530 R:196, G:180, B: 158 MATERIAL: SUB-TRIM, CORNER CORBELS
ST-1	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: STUDIO TAUPE NUMBER: SW7549 R:173, G:156, B:133 MATERIAL: STUCCO	B-2	[Swatch]	VENDOR: BORAL BRICK COLOR: SUMMER HARVEST MATERIAL: CLAY-FIRED BRICK	P-2	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: URBANE BRONZE NUMBER: SW7048 R:84, G:80, B:74 MATERIAL: RAILINGS & DOORS	R-1	[Swatch]	VENDOR: CERTAINTEED SERIES: LANDMARK COLOR: WEATHERED WOOD MATERIAL: ASPHALT SHINGLES
			B-3	[Swatch]	VENDOR: BORAL BRICK COLOR: TARRYTOWN MATERIAL: CLAY-FIRED BRICK	P-3	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: SAN ANTONIO SAGE NUMBER: SW7731 R:167, G:151, B:120 MATERIAL: CORNER HEADERS	*EQUAL ALTERNATES MAY BE SUBSTITUTED WITH APPROVAL FROM ARCHITECT AND OWNER		

PROJECT INFO.	
Subdivision's Name:	WestSide
Block / Lot Number:	A / 1-19
Client:	Davis Development
Phone:	770.474.5213
Address:	1050 Eagles Landing Parkway, Suite 300 Stockbridge, Georgia 30281
Architect:	Geheber Lewis Assoc.
Phone:	404.228.1958
Address:	649 11th St. Atlanta, Georgia 30318
Applicant:	MCF Investments
Phone:	(214) 619-4930
Address:	15700 S.H. 121 Frisco, Texas 75035
Scale:	AS NOTED
Date:	08/28/2018
Drawn By:	BT
NOT RELEASED FOR CONSTRUCTION www.glaatl.com	



GLA - ATL, LLC

649 11TH STREET  
ATLANTA, GA 30318  
VOICE: 404.228.1958  
FAX: 404.228.8350

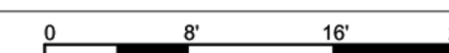
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1 REAR/INTERIOR ELEVATION

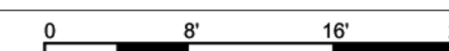
R-2 SCALE: 3/32" = 1'-0"



BUILDING LEGEND		
MATERIAL	SQ. FT.	PERCENTAGE
BRICK	2650	58%
STONE	1310	29%
GLAZING	580	13%

1 REAR/INTERIOR ELEVATION

R-2 SCALE: 3/32" = 1'-0"



FACADE PLANS

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4	All signage areas and locations are subject to approval by the Building Inspection Department.
5	Windows shall have a maximum exterior visible reflectivity of (10) percent.

NOTES	FACADE PLAN NOTES
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ABBREVIATIONS	
ALUM. ALUMINUM	BLDG. BUILDING
BRZVY. BREZEWAY	FF. FINISHED FLOOR
STL. STEEL	
0'-0" ELEVATION HGT.	DWG. NO. DWG. TITLE
A1 DRAWING SCALE	A1 DWG. TITLE

MATERIAL LEGEND														
TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION
S-1	[Swatch]	VENDOR: BORAL CASTFIT CUT; FRENCH GRAY COLOR: GRAY MATERIAL: NATURAL STONE	B-4	[Swatch]	VENDOR: BORAL BRICK COLOR: REMINGTON CLASSIC MATERIAL: CLAY-FIRED BRICK	P-1	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: WEB GRAY NUMBER: SW7075 R:97, G:102, B:105 MATERIAL: SIDING	R-1	[Swatch]	VENDOR: CERTAINTEED SERIES: LANDMARK COLOR: HEATHER BLEND MATERIAL: ASPHALT SHINGLES			
ST-1	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: STUDIO TAUPE NUMBER: SW7549 R:173, G:156, B:133 MATERIAL: STUCCO	B-5	[Swatch]	VENDOR: BORAL BRICK COLOR: SUMMER HARVEST MATERIAL: CLAY-FIRED BRICK	P-2	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: REPOSE GRAY NUMBER: SW7015 R:204, G:201, B:192 MATERIAL: TRIM & GUTTER						
			B-6	[Swatch]	VENDOR: BORAL BRICK COLOR: TARRYTOWN MATERIAL: CLAY-FIRED BRICK	P-3	[Swatch]	VENDOR: SHERWIN WILLIAMS COLOR: URBANE BRONZE NUMBER: SW7048 R:84, G:80, B:74 MATERIAL: RAILINGS & DOORS						
*EQUAL ALTERNATES MAY BE SUBSTITUTED WITH APPROVAL FROM ARCHITECT AND OWNER														

PROJECT INFO.	
Subdivision's Name:	WestSide
Block / Lot Number:	A / 1-19
Client:	Davis Development
Phone:	770.474.5213
Address:	1050 Eagles Landing Parkway, Suite 300 Stockbridge, Georgia 30281
Architect:	Geheber Lewis Assoc.
Phone:	404.228.1958
Address:	649 11th St. Atlanta, Georgia 30318
Applicant:	MCF Investments
Phone:	(214) 619-4930
Address:	15700 S.H. 121 Frisco, Texas 75035
Scale:	AS NOTED
Date:	08/28/2018
Drawn By:	BT
NOT RELEASED FOR CONSTRUCTION <a href="http://www.glaatl.com">www.glaatl.com</a>	



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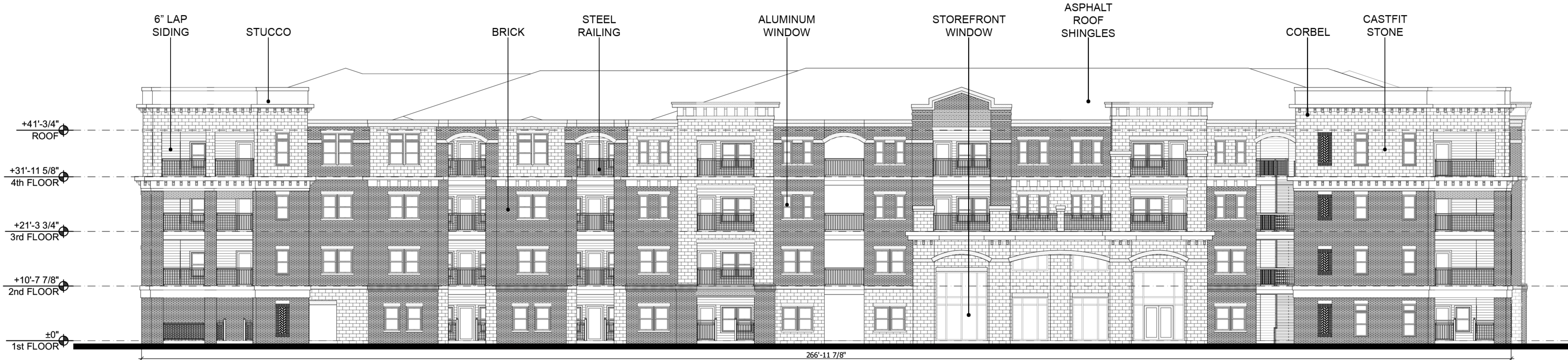
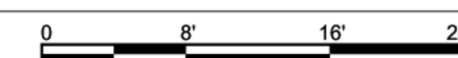
649 11TH STREET  
ATLANTA, GA 30318  
VOICE: 404.228.1958  
FAX: 404.228.8350

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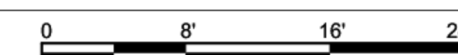


2 FRONT ELEVATION  
R-3 SCALE: 3/32" = 1'-0"



BUILDING LEGEND		
MATERIAL	SQ. FT.	PERCENTAGE
BRICK	3740	52%
STONE	2363	33%
GLAZING	1067	15%

1 FRONT ELEVATION  
R-3 SCALE: 3/32" = 1'-0"



FACADE PLANS

NOTES	
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2	All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
3	When permitted, exposed utility boxes and conduits shall be painted to match the building.
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5	Windows shall have a maximum exterior visible reflectivity of (10) percent.

NOTES	FACADE PLAN NOTES
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S-1		VENDOR: BORAL CASTFIT CUT: FRENCH GRAY COLOR: GREY MATERIAL: NATURAL STONE	B-4		VENDOR: BORAL BRICK COLOR: REMINGTON CLASSIC MATERIAL: CLAY-FIRED BRICK	P-1		VENDOR: SHERWIN WILLIAMS COLOR: WEB GRAY NUMBER: SW7075 R:97, G:102, B:105 MATERIAL: SIDING	R-1		VENDOR: CERTAINTEE SERIES: LANDMARK COLOR: HEATHER BLEND MATERIAL: ASPHALT SHINGLES
ST-1		VENDOR: SHERWIN WILLIAMS COLOR: STUDIO TAUPE NUMBER: SW7549 R:173, G:156, B:133 MATERIAL: STUCCO	B-5		VENDOR: BORAL BRICK COLOR: SUMMER HARVEST MATERIAL: CLAY-FIRED BRICK	P-2		VENDOR: SHERWIN WILLIAMS COLOR: REPOSE GRAY NUMBER: SW7015 R:204, G:201, B:192 MATERIAL: TRIM & GUTTER			
			B-6		VENDOR: BORAL BRICK COLOR: TARRYTOWN MATERIAL: CLAY-FIRED BRICK	P-3		VENDOR: SHERWIN WILLIAMS COLOR: URBANE BRONZE NUMBER: SW7048 R:84, G:80, B:74 MATERIAL: RAILINGS & DOORS			

ABBREVIATIONS	
ALUM.	ALUMINUM
BLDG.	BUILDING
BRZWY.	BREEZEWAY
FF.	FINISHED FLOOR
STL.	STEEL

PROJECT INFO.

Subdivision's Name: WestSide
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Address: 15700 S.H. 121 Frisco, Texas 75035
Scale: AS NOTED
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Drawn By: BT
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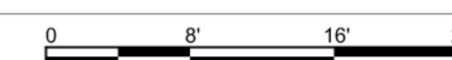
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2 FRONT ELEVATION

R-4 SCALE: 3/32" = 1'-0"



1 FRONT ELEVATION

R-4 SCALE: 3/32" = 1'-0"



FACADE PLANS

NOTES	
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MATERIAL LEGEND														
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ST-1		VENDOR: SHERWIN WILLIAMS COLOR: STUDIO TAUPE NUMBER: SW7549 R:173, G:156, B:133 MATERIAL: STUCCO	B-5		VENDOR: BORAL BRICK COLOR: SUMMER HARVEST MATERIAL: CLAY-FIRED BRICK	P-2		VENDOR: SHERWIN WILLIAMS COLOR: REPOSE GRAY NUMBER: SW7015 R:204, G:201, B:192 MATERIAL: TRIM & GUTTER	R-2		VENDOR: CERTAINTEED SERIES: LANDMARK COLOR: HEATHER BLEND MATERIAL: ASPHALT SHINGLES			
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Scale: AS NOTED
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LANDSCAPE CALCS (BIG BOX RETAIL SITE):

(PROVIDED FOR PERMIT PURPOSES ONLY)  
 REFER TO SITE DATA ON ARCH SITE PLAN.  
 BIG BOX RETAIL SITE AREA: 20.53 ACRES (894,412 SF)  
 BUILDING AREA: 160,479 SF

OPEN SPACE:  
 SEE ARCH SITE PLAN FOR OPEN SPACE AREAS.  
 ALL REQUIRED OPEN SPACE AREAS TO BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL.

BUILDING LANDSCAPING:  
 LARGE TREES REQUIRED: 17 (ONE PER 10,000 S.F. BUILDING AREA)  
 LARGE TREES PROVIDED: 17  
 SMALL TREES MAY BE SUBSTITUTED FOR LARGE TREES AT 5:1 RATE.

PERIMETER LANDSCAPING:  
 MIN. 20' WIDE LANDSCAPED AREA ALONG FM 1385.  
 BERMS: 3'-6" HT., AVERAGE OF 4.5' ALONG FM 1385.  
 STREET FRONTAGE: 905 L.F. (N.E.C. DRIVEWAYS)  
 LARGE TREES REQUIRED: 30 (ONE LARGE TREE PER 30')

ADJACENT TO RESIDENTIAL: OPEN SPACE BUFFER EXISTING TO REMAIN, PLUS NEW LIVING SCREEN PER PLAN.

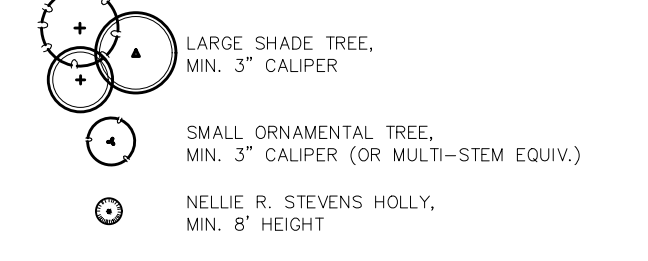
ADJACENT TO NON-RESIDENTIAL:  
 MIN. 5' WIDE LANDSCAPED AREA  
 BUFFER ALONG UTILITY TRAIL TO REMAIN, E.Y.P.

PROPOSED PLANTING EXCEEDS REQUIREMENTS ALONG EAST, WEST & SOUTH

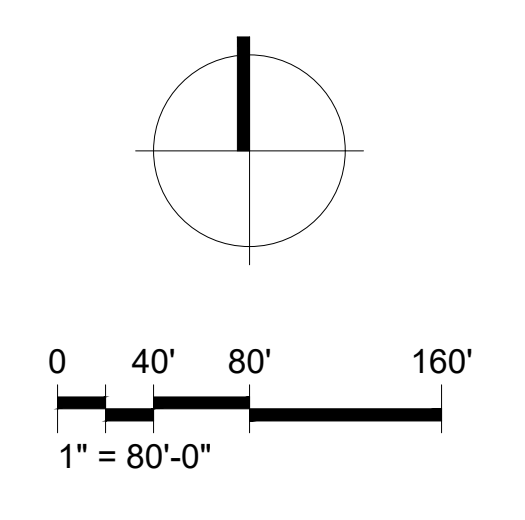
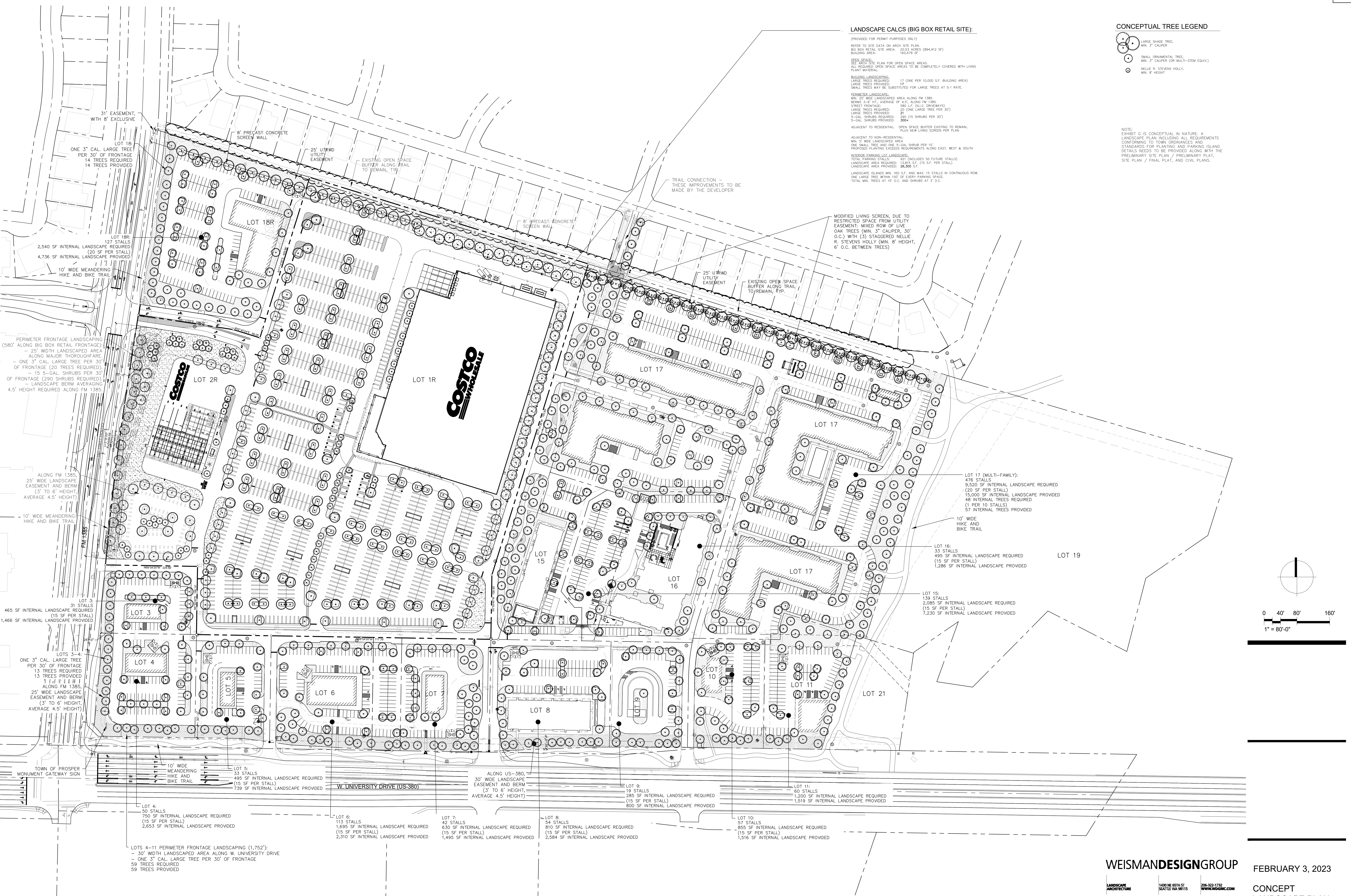
INTERIOR PARKING LOT LANDSCAPING:  
 TOTAL PARKING STALLS: 923 (INCLUDES 50 FUTURE STALLS)  
 LANDSCAPE AREA REQUIRED: 13,815 S.F. (15 S.F. PER STALL)  
 LANDSCAPE AREA PROVIDED: 26,500 S.F.

LANDSCAPE ISLANDS MIN. 160 S.F. AND MAX. 15 STALLS IN CONTINUOUS ROW  
 ONE LARGE TREE WITHIN 150' OF EVERY PARKING SPACE.  
 TOTAL MIN. TREES AT 15' O.C. AND SHRUBS AT 5' O.C.

CONCEPTUAL TREE LEGEND



NOTE:  
 EXHIBIT G IS CONCEPTUAL IN NATURE. A LANDSCAPE PLAN INCLUDING ALL REQUIREMENTS CONFORMING TO TOWN ORDINANCES AND STANDARDS FOR PLANTING AND PARKING ISLAND DETAILS NEEDS TO BE PROVIDED ALONG WITH THE PRELIMINARY SITE PLAN / PRELIMINARY PLAT, SITE PLAN / FINAL PLAT, AND CIVIL PLANS.



# CONCEPT LANDSCAPE PLAN

PROSPER, TEXAS

# EXHIBIT "G"

FEBRUARY 3, 2023

WEISMANDESIGNGROUP

LANDSCAPE ARCHITECTURE  
 1430 NE 66TH ST.  
 SEATTLE WA 98115  
 206-322-1732  
 WWW.WEISMANDESIGN.COM

FEBRUARY 3, 2023

CONCEPT LANDSCAPE PLAN

~~Z22-XXXX~~  
0020

**EXHIBIT B**  
**STATEMENT OF INTENT AND PURPOSE**  
**WESTSIDE**

1. Statement of Intent

A. Overall Intent

The purpose of this project is to create a walkable urban neighborhood using a horizontal mix of uses. Access to shopping, housing, community retail and park land promotes a quality of life that nurtures the public health, safety, comfort, convenience, prosperity and general welfare of the immediate community, as well as to assist in the orderly and controlled growth and development of the land area described within this document. The overall intent of the proposed Planned Development amendment is to change the western portion of Tract B-Multi-Family District to Tract A-Retail District, and to modify the site plan accordingly to accommodate a Big Box retail use.

B. Description of Property

The subject property comprises approximately 64 acres of vacant land at the northeast corner of U.S. Highway 380 and F.M. 1385 in Prosper, Texas. It is additionally bounded by the Glenbrooke single family neighborhood to the north and Doe Branch Creek to the east. An existing trail exists along the property's north boundary and currently serves the adjacent single family neighborhood. This trail may extend into the Doe Branch drainage system and be part of the larger Town of Prosper Trails Plan.

C. Description of Proposed Property

The subject property as depicted in Exhibit "D" has been divided into two distinct sub-districts. The purpose of sub-district development standards described in Exhibit "C" is to define the character of new development within each sub-district. They have been carefully designed to allow enough flexibility for creative building solutions, while being prescriptive in areas necessary to preserve consistency throughout the development. Given that the subject property resides at the hard corner of two major thoroughfares and will serve as a gateway to the Town of Prosper, a portion of land with a size yet to be determined, will be set aside as a signage easement for a Town gateway sign near the intersection of U.S. 380 and F.M. 1385.

2. Current Zoning and Future Land Uses

A. Current Zoning

The subject property is zoned Planned Development District 94 Westside (PD-94) (Ordinance 18-108, and amended Ordinance 2022-20).

B. Future Land Use Plan

The Future Land Use Plan retains the current zoning of Planned Development District 94 Westside (PD-94), reconfigures the sub-districts (Tract A and Tract B) and adjusts the arrangement of uses within Tract A to accommodate Big Box Retail. The corresponding base zoning for Tract A Retail District is R-Retail (Non-Residential District) and the corresponding base zoning for Tract B Multifamily District is MF-Multifamily (Residential District). Together Tract A and Tract B comprise uses such as big box retail and accessory uses, restaurants, retail stores and shops, hotels, banks, gas/convenience, residential and open space.



Z22-~~xxxx~~-0020

**EXHIBIT C**  
**DEVELOPMENT STANDARDS**  
**WESTSIDE**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance, as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply. A landscape plan including all requirements conforming to Town ordinances and standards, except as otherwise set forth in these Development Standards, shall be provided along with the Preliminary Site Plan/Preliminary Plat, Site Plan/Final Plat, and Civil Plans.

**Tract A – Retail District**

- A1. Except as noted below, the Tract shall develop in accordance with the Retail District base zoning as it exists or may be amended.
- A2. Uses. Uses shall be permitted in accordance with the Retail District with the exception of the Following:

Permitted Uses

1. Restaurant (with Drive-Through)
  - a. A restaurant with drive-through shall be permitted by right in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance. A maximum of three (3) noncontiguous drive-through restaurants shall be permitted along US 380, and a maximum of one (1) drive-through restaurant shall be permitted along FM 1385, as shown on Exhibit D.
2. Hotel, Extended Stay
  - a. An extended stay hotel shall be permitted by right on the subject property, as shown on Exhibit D, on either Lot 15 or Lot 16, and shall otherwise be permitted in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance.
3. Big Box Retail
  - a. Big Box Retail shall be permitted by right on the subject property, as shown on Exhibit D, and shall otherwise be permitted in accordance with the Conditional Development Standards, as outlined in the Zoning Ordinance.
  - b. Big Box Retail includes the following accessory uses permitted by right on the subject property, as shown on Exhibit D, and shall otherwise be permitted in accordance with the Conditional Development Standards, as outlined in the Zoning Ordinance.
    - i. Wholesale and retail general merchandise and grocery sales;
    - ii. Discount club member services including pharmacy, optical and hearing professional services and sales;
    - iii. Restaurant;
    - iv. Tire center including the sale and installation of tires;
    - v. Fuel pumps dispensing gasoline and other fuels located on the Big Box Retail lot or a lot abutting the associated Big Box retail building. The pumps shall be operated as an accessory use to the Big Box Retail;
    - vi. Loading dock shall be setback a minimum of one hundred fifteen feet (115') from adjacent residential land use, as shown on Exhibit D.
4. Alcoholic Beverage Sales and Beer sales are permitted.
5. The outdoor display (adjacent to the building entry) of one (1) new automobile associated with a Big Box Retail discount club member online automobile sales program. This display is permitted by right without time limitation on the subject property in one (1) location immediately adjacent to the main entrance to the Big Box building as shown on Exhibit D and shall otherwise be permitted in accordance with the Conditional Development Standards, as outlined in the Zoning Ordinance.
6. Drive aisle in front of Big Box Retail building permitted without traffic calming features.
7. Vehicular access to Big Box Retail area may use mountable driveway medians to allow for truck turning radii.

Prohibited Uses:

1. Athletic Stadium or Field, Public
2. Automobile Parking Lot/Garage
3. Automobile Paid Parking Lot/Garage
4. Recycling Collection Point
5. School District Bus Yard

## A3. Regulations.

Regulations shall be permitted in accordance with the Retail District with the exception of the following:

1. Hotel, Extended Stay
  - a. Maximum height of Five (5) stories, no greater than seventy-five (75) feet.
  - b. Minimum height of four (4) stories.
2. Fuel pumps that are an accessory use of Big Box Retail shall be located within eight hundred feet (800') of the right-of-way lines of intersecting major thoroughfares.
- ~~2.3. Size of yards shall be in accordance with Exhibit D.~~

## A4. Design Guidelines

1. Elevation Review and Approval
  - a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.
  - b. Detailed Facade Plans conforming to the Conceptual Elevations shall be submitted for each building including Big Box retail at the time of Site Plan, subject to approval by the Planning & Zoning Commission. Facade Plans for the Extended Stay Hotels use shall also be subject to Town Council approval.
2. Architectural Standards (except for Big Box Retail)
  - a. At least eighty percent (80%) of each building's facade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick or stone)
  - b. For retail/restaurant uses, no more than thirty percent (30%) of each facade elevation shall use wood-based high pressure laminate (i.e. Prodema, Trespa, CompactWood), as shown on Exhibit F.
  - c. No more than fifteen percent (15%) of each facade elevation may use a combination of accent materials such as cedar or similar quality decorative wood, architectural metal panel, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
  - d. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, marquees and roof forms whose area in plan is no greater than fifteen percent (15%) of the ground floor footprint may exceed the height limits by up to ten feet (10').
  - e. No single material shall exceed eighty percent (80%) percent of an elevation area. A minimum of twenty percent (20%) of the front facade and all facades facing public right-of-way shall be natural or manufactured stone. A minimum of ten percent (10%) of all other facades shall be natural or manufactured stone.
  - f. All buildings shall be designed to incorporate a form of architectural articulation every thirty feet (30'), both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:
    - i. Canopies, awnings, or porticos;
    - ii. Recesses/projections;
    - iii. Arcades;
    - iv. Arches;
    - v. Display windows, including a minimum sill height of thirty (30) inches;
    - vi. Architectural details (such as tile work and moldings) integrated into the

- building facade;
- vii. Articulated ground floor levels or base;
- viii. Articulated cornice line;
- ix. Integrated planters or wing walls that incorporate landscape and sitting areas;
- x. Offsets, reveals or projecting rib used to express architectural or structural bays; or
- xi. Varied roof heights;

**gf.** All buildings shall be architecturally finished on all four (4) sides with same materials, detailing, and features.

**hg.** Commercial buildings with facades greater than two hundred feet (200') in length shall incorporate wall plane projections or recesses that are at least six feet (6') deep. Projections/recesses must be at least twenty five percent (25%) of the length of the facade. No uninterrupted length of facade may exceed one hundred feet (100') in length.

### 3. Architectural Standards for Big Box Retail

- a. At least 15 percent (15%) of each building's facade (excluding doors and windows) shall be finished in one of the following materials: Masonry (structural brick, block or stone) as shown on Exhibit F.
- b. Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
- c. No single specific material shall exceed eighty percent (80%) percent of an elevation area.
- d. Natural stone accents are encouraged at the building entry.
- e. Big Box buildings shall be designed to incorporate changes in material, color or finish every two hundred (200') horizontally to help reduce the perceived scale of the building. Other acceptable articulation may include the following:
  - i. Canopies, awnings, or porticos to accentuate the main building entry;
  - ii. Variation in the parapet or cornice level;
  - iii. Change in material vertically along the base of the building and/or structural brick patterning accents to provide interest;
  - iv. Use of a coordinated cohesive palette of materials that offer a variety in finish, texture, and color;
- f. All elevations of the building shall be architecturally finished with the same cohesive palette of materials;
- g. Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.
- h. No interrupted length of facade shall exceed two hundred fifty feet (250') in length without change in material or articulation.
- i. At least sixty percent (55%) of each building's facade (excluding doors and windows) shall be finished in energy efficient materials including insulated architectural ribbed metal panels and embossed insulated metal panels as shown on Exhibit F.

### 4. Windows and Doors

- a. Except for Big Box Retail, All ground floor front facades of buildings along streets or public ways with on-street parking or that face directly onto Open Space and contain non-residential uses shall have transparent storefront windows covering no less than thirty percent (30%) of the facade area. Hotels shall have no less than ten percent (10%) of the facade.
- b. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story. Windows shall have a maximum exterior visible reflectivity of thirty percent (30%).

### 5. Awning, Canopies, Arcades, and Overhangs (Except for Big Box Retail)

- a. Awnings shall not be internally illuminated.
- b. Canopies shall not exceed one hundred linear feet (100') without a break of at least five feet (5').
- c. Awnings and canopies shall not extend beyond ten feet (10') from the main building facade.

## A5. Additional Standards

### 1. Open Space

#### a. Urban Open Space

- i. ~~An~~ Open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of

one (1) acre of useable land area that will serve as ~~a linear~~~~the central~~ park to the ~~commercial~~ development ~~consisting of a pedestrian pathway with seating areas and enhanced landscaping.~~ A minimum of one (1) pedestrian connection shall be required from ~~this linear open space~~~~the Urban Open Space~~ to the Rural Open Space; ~~a minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Glenbrooke neighborhood via Kent Drive. Gates and/or fencing on any pedestrian or vehicular way accessing Kent Drive shall be prohibited.~~

ii. The ~~urban park linear~~ open space shall be constructed ~~at the time of construction of Phase 1A~~~~prior to any construction of Phase 1B.~~

The ~~urban park linear~~ open space shall be constructed at the developer's cost.

iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of ~~Phase 1B~~~~Phase 1A~~. The hike and bike trail system shall be constructed at the developer's cost.

iv. ~~The Kent Drive right-of-way improvements (outside the Planned Development District) as shown conceptually on Exhibit G, shall be constructed at the time of Phase 1A and at the developer's cost per a separate license agreement.~~

b. Rural Open Space

i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.

c. Combined usable open space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.

2. Landscape Screening and Buffering

~~The Retail District and shall be visually screened and/or buffered to provide a visual barrier between the residential land use to the north and the Planned Development District. The location and type of the screening and/or buffer shall be as prescribed in this section and conceptually depicted on Exhibits D and G.~~

~~No screening wall, fence, shrubs, or trees shall be planted within the twenty-five (25) foot Upper Trinity River Water District (UTRWD) easement extending along the northern boundary of the Planned Development District.~~

a. ~~A solid screening wall or fence eight (8) feet in height shall be erected to provide a visual barrier separating these uses. The purpose of the screening wall or fence is to provide a visual barrier between the properties. The screening wall shall be constructed of suitable permanent materials such as concrete masonry units, poured in place concrete, tilt-up concrete or concrete panels, which do not contain openings constituting more than forty (40) square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. The screening wall shall be equally finished on both sides of the wall.~~

i. ~~Irrigated Quercus virginiana or approved equivalent trees (minimum three (3) inch caliper) spaced no more than thirty (30) feet on center located the length of the screen wall where feasible for the space provided as shown on Exhibits D and G, shall be planted adjacent to and south of the eight (8) foot in height screening wall or fence.~~

ii. ~~A two (2) foot area for vehicle overhang shall be demarcated on landscape plans and maintained along all adjacent parking stalls.~~

iii. ~~Where the Big Box retail building is adjacent to the northern boundary, irrigated Quercus virginiana or approved equivalent trees (minimum three (3) inch caliper) shall be spaced no more than thirty (30) feet on center adjacent to and south of the eight (8) foot in height screening wall or fence to screen the loading area and service drive.~~

iv. ~~At the Big Box retail building loading dock a masonry screening wall extending the length of the loading area and six (6) feet in height above finished grade on the north side of the wall shall be provided.~~

~~ab.~~ A thirty-foot (30') ~~foot wide~~ landscape easement shall be required along roadways when an adjacent

building sides or backs the road except at ~~the Big Box Retail-retail~~ service drive along north side building where ~~landscape easement~~ a screen wall and landscape area ~~are~~ provided between the

- service drive and the adjacent residential land use as shown on Exhibits D and G. The landscape buffer shall consist of a minimum three-foot (3') foot berm, except at Big Box Retail.
- bc. A minimum of twenty feet (20') width of this landscape easement shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. None of the required trees and/or shrubs shall be located within any utility easement.
- ed. A minimum ten-foot (10') wide landscape buffer is required adjacent to Rural Open Space.-

~~c. Berming shall be required extending the length of the side of the Big Box retail building and loading dock adjacent the residential land use, as shown in Exhibit G. Along the boundary of the Retail District and the residential zone to the north, an irrigated living screen to provide a visual barrier between these uses shall be provided in lieu of a solid screening wall or fence as follows:  
An irrigated living screen consisting of a double row of hardy evergreen trees within a landscaped edge shall extend the length of the side of the Big Box retail building and loading dock adjacent the residential land use, as shown in Exhibit G. In addition, as shown on Exhibit D, a concrete screen wall at the loading dock shall extend the length of a parked truck at the dock. The height of this wall shall be 9'-6" above finished grade on the north side facing the residential land use and the finished grade on the south side of the wall shall be depressed four (4') at the loading dock, thus fully screening parked trucks from the residential zone, as shown on Exhibit F. An irrigated living screen providing visual screening equivalent to a solid screening wall or fence six feet in height shall be provided where the parking field of the Big Box retail lot or another lot abuts the residential zone to the north. A thirty (30) foot wide landscape easement shall be provided along US 380 and a minimum twenty-five (25) foot wide landscape easement shall be provided along FM 1385. These landscape easements should be exclusive of other easements and restrictions which could inhibit landscaping where feasible. Sidewalks and trails required by the Town are allowed in this easement. Berms ranging in height from three feet (3') to six feet (6'), and an overall minimum average of four and a half feet (4.5') in height, shall be provided along US 380 and FM 1385. Berm height may be reduced where the accommodation of a meandering ten (10) foot wide hike and bike trail limits feasible berm height in some locations.~~

3. Lot Frontage
  - a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.
4. Parking Requirement
  - a. Hotel, Extended Stay: One (1) parking space, equivalent to seventy-five percent (75%) of the total number of rooms/keys provided. Parking spaces for Lots 15 and 16 may be shared, provided the minimum requirements per the zoning ordinance and herein are met.
5. Gas Pumps Development Standards
  - a. Canopies may be flat if clad with materials that are compatible and cohesive with materials and accent colors used on the associated large-scale retail building.
  - b. Canopy support columns shall be clad with materials compatible and cohesive with the associated large-scale retail building.
  - c. Raised planters shall not be required at both ends of pump islands.
6. Town of Prosper monument gateway sign will be installed on the corner of US 380 and FM 1385 as shown on Exhibits D and G.
7. Landscape requirements for Big Box retail only
  - a. No more than 15 parking spaces (excluding designated cart return corrals) permitted in a continuous row without being interrupted by a landscaped island. Minimum square feet of landscape islands as delineated by locations of concrete step-offs abutting back of curb adjacent to parking stalls shall be as shown on Exhibits D and G.
  - b. Landscaped islands shall be located at the terminus of all parking rows except for the two (2) rows at the truck maneuver area at the Big Box retail loading dock as shown on Exhibits D and G.
  - c. Foundation planting configuration and plant material sizing for Big Box retail shall be as on Exhibit G.

**Tract B – Multifamily District**

B1. Except as noted below, the Tract shall develop in accordance with the Multifamily District base zoning as it exists or may be amended.

B2. Multifamily Construction

1. For Phase IB, as shown on Exhibit E2, which consists of a maximum of 243 units, construction may not commence until construction of the first floor framing has begun on the restaurant/retail building as shown on Lot 8 on Exhibit D and the Extended Stay Hotel on either Lot 15 or Lot 16 on Exhibit D.

B3. Regulations. Regulations shall be permitted in accordance with the Multifamily District with the exception of the following:

1. Maximum Number of Units: Two hundred and forty-three (243) units.
2. Maximum Height:
  - a. Two (2) stories, no greater than forty feet (40') for buildings within one hundred (100) feet of a single family zoning district.
  - b. Three (3) stories, no greater than fifty feet (50').
  - c. Four (4) stories, no greater than sixty-five feet (65').
3. Size of Yards
  - a. In accordance with Exhibit D.
4. Minimum Dwelling Area
  - a. One (1) bedroom: 650 square feet
  - b. Two (2) bedroom: 925 square feet
  - c. Three (3) bedroom: 1,150 square feet
5. Lot Coverage: Maximum fifty percent (50%)

B4. Design Guidelines

1. Elevation Review and Approval
  - a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.
  - b. Detailed Facade Plans conforming to the Conceptual Elevations shall be submitted for each building at the time of Site Plan, subject to approval by the Planning & Zoning Commission.
2. Architectural Standards
  - a. At least eighty percent (80%) of each building's facade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick and stone).
  - b. No more than fifteen percent (15%) of each facade elevation shall use a combination of accent materials such as cedar or similar quality decorative wood, fiber cement siding, resin-impregnated wood panel system, cementitious-fiber clapboard (not sheet) with at least a fifty (50) year warranty, architectural metal panel, split-face concrete block, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
  - c. Any enclosed one or two-car garage shall be designed and constructed of the same material as the primary building.

B5. Additional Standards

1. Open Space
  - a. Urban Open Space
    - i. ~~An~~ Open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of one (1) acre of useable land area that will serve as a linear the central park to for

~~commercial development consisting of a pedestrian pathway with seating areas and enhanced landscaping. A minimum of one (1) pedestrian connection shall be required from this linear open space—the Urban Open Space to the Rural Open Space; a minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Glenbrooke neighborhood via Kent Drive. Gates and/or fencing on any pedestrian or vehicular way accessing Kent Drive shall be prohibited.~~

- ii. ~~The urban park-linear open space shall be constructed at the time of construction of Phase 1A. prior to any construction of Phase 1B.~~ The urban park-linear open space shall be constructed at the developer’s cost.
- iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of ~~Phase 1B~~Phase 1A. The hike and bike trail system shall be constructed at the developer’s cost.

b. Rural Open Space

i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.

c. Combined Urban Open Space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.

d. Kent Drive right-of-way improvements (outside the Planned Development District) must be completed and accepted by the Town in accordance with a separate approved license agreement prior to release of construction for any mulit-family development.

e. A Property Owners Association (POA) must be established before acceptance of any development within the Planned Development District. The POA shall be responsible for ownership and maintenance of all open space, trail heads, and all other similar spaces. Developer shall submit POA documents for review to the Town prior to recording at the County. The ownership and maintenance of the Kent Drive right-of-way open space (outside the Planned Development District) shall be in accordance with a separate license agreement between the Town and the developer.

2. Landscape Screening and Buffering

The Multifamily District and shall be visually screened and/or buffered to provide a visual barrier between the residential land use to the north and the Planned Development District. The location and type of the screening and/or buffer shall be a modified irrigated living screen as prescribed in this section and depicted on Exhibit G.

No shrubs, or trees shall be planted within the twenty-five (25) foot Upper Trinity River Water District (UTRWD) easement extending along the northern boundary of the Planned Development District.

a. Living Screen: a thirty-three (33) foot wide landscape easement which includes the existing twenty-five (25) foot wide UTRWD easement shall be required along the entire northern boundary of the Planned Development District. Within this landscape easement, eight (8) feet in width shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. No required trees or shrubs shall be located within any utility easement; however, shrubs may be planted on the utility easement line.

i. A two (2) foot area for vehicle overhang shall be demarcated on landscape plans and maintained along all adjacent parking stalls.

ii. Within the landscape easement along the entire northern boundary of the Planned Development District, an irrigated modified living screen shall provide a partial visual barrier between these uses in lieu of a solid screening wall or fence as follows: An irrigated modified living screen consisting of a row of Quercus virginiana or approved equivalent trees (minimum three (3) inch caliper) spaced no more than thirty (30) feet on center interspersed with groupings of three (3) staggered Ilex x ‘Nellie R. Stevens’ or approved equivalent (forty-five (45) gallon minimum container size and eight (8) feet minimum height at planting) spaced no more than six (6) feet on center.

a. As depicted on the Landscape Plan (Exhibit G), two (2) rows of minimum three (3) inch (3”) caliper trees every fifty feet (50’) on center, offset, shall be planted along northern property line.

~~b. A minimum of twenty feet (20') of landscape easement shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights of way. None of the required trees and/or shrubs shall be located within any utility easement, except for the twenty five foot (25') UTRWD utility easement that currently resides immediately south of the property's north property line.~~

c. A minimum ten-foot (10') landscape buffer is required adjacent to Rural Open Space.

3. Lot Frontage

a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.

4. Parking

a. Minimum "Off-Street" Parking. For the purpose of this ordinance, off-street parking shall mean any parking not located immediately adjacent to and along public drives (i.e. parallel parking) used for internal circulation throughout the development.

i. One (1) and two (2) bedroom units: 1.8 parking spaces per unit.

ii. Three (3) bedroom units: 2.0 parking spaces per unit.

b. Tandem parking shall count towards the parking provided for each designated tract or phase that the parking resides within.

c. Surface parallel parking that is provided along interior drives shall count towards the parking provided for each designated tract or phase that the parking resides within.

5. The provisions of Chapter 4, Section 9.142.6D (Non-Residential and Multifamily Development Adjacent to a Major Creek) shall apply to the proposed development.

6. The provisions of Chapter 4, Section 9.162.6A.6 (Residential Open Space Landscape Area Requirements) shall apply to the proposed development.

7. The provision of Chapter 4, Section 9.17 (Multifamily Site Design) shall not apply to the proposed development.

8. There shall be no vehicular connection to Kent Drive.



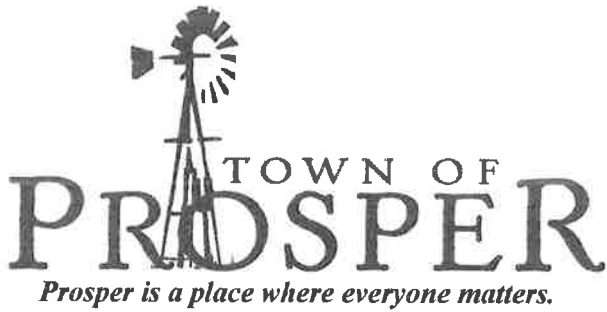
**EXHIBIT E  
DEVELOPMENT SCHEDULE  
WESTSIDE**

The phasing and development of this project is dependent upon both market conditions and the individual developers' timing. The anticipated schedule for the buildout will likely include a division of developmental increments. Upon commencement of development, the project construction is expected to require between 18 and 60 months. See Exhibit E2 for a graphic depiction.

Phase IA: The central core of the property includes an extended stay hotel plus individual pads inside the retail development. Vehicular access to the property will mostly be included in this phase. Depending on the schedule of the multi-family developer, Phase IB could be developed in conjunction with Phase IA.

Phase IB: Consists of multi-family development.

Phase 2: The second phase of a two phase commercial development, including the big box retail uses to the west of the planned development area. The fuel pumps accessory use of the Big Box Retail will be developed in two (2) increments to allow for future planned expansion dependent on market conditions. The remote parking lot adjacent to the fuel pumps as shown on Exhibit D will also be developed as a separate increment of phase 2 parking.



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

**REPLY FORM**

**SUBJECT:**

Zoning Case Z22-0017: The Town of Prosper has received for a Planned Development amendment for a Mixed-Use Development, on 9 Lots, on 63.7± acres.

**LOCATION OF SUBJECT PROPERTY:**

The property is located northside of University Drive and east of FM 1385.

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

**COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):**

*I oppose because of the roads that exist in the area. The traffic is terrible. The roads should be redesigned to accept the increase in traffic before any new construction!*

*Roger Bowen of Bowen Family Trust*  
Name (please print)

*R.A. Bowen*  
Signature

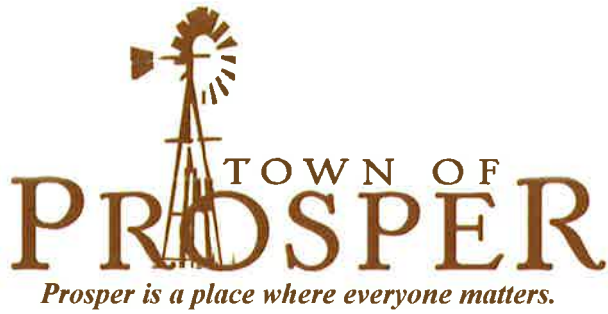
*1201 Oakbrook Street*  
Address

*01-15-2023*  
Date

*Prosper, TX 75078*  
City, State, and Zip Code

*rodaddy4@gmail*  
E-mail Address

*858 774-4594*  
Phone Number



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

**REPLY FORM**

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**COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):**

*Letter included.*

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*Joseph Brown*  
Name (please print)

*[Signature]*  
Signature

*5511 Crestwood Dr*  
Address

*[Signature]*  
Date

*Prosper, TX*  
City, State, and Zip Code

*Joe.Brown@NextTierOFS.com*  
E-mail Address

*214-310-9836*  
Phone Number

Joe Brown  
5511 Crestwood Dr.  
Prosper, TX

Subject: Zoning Case Z22-0017

January 13, 2023

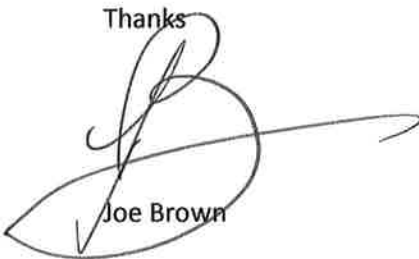
To Whom it May Concern:

I recently received the new zoning proposal and I wanted to bring up a few concerns that I know myself and the rest of the neighborhood have (these are all concerns when it was originally going to be developed by Fannin).

1. With commercial development and high-density housing being built close to our houses, we would like to see a brick wall installed along the northern property border to buffer any traffic, business, or construction noise. I also believe this would deter any crime/theft to nearby residents.
  - a. This was originally agreed upon and part of the design phase under the previous owner of the property/development.
2. Between Lot 1R and Lot 17, the trail is set to connect to the neighborhood. The original plan was to have gated access so that the general public did not have access to the neighborhood (crime concerns).
  - a. Also, regarding the connecting trail, the original developer tore out the section of roadway that was to connect the neighborhood and it has yet to be fixed. We have now stared at a dirt/gravel pathway for nearly two years.
3. Is there any way possible to move Lot 1R to Lot 2R? This would help with reducing the amount of traffic the neighborhood experiences driving around Costco. We all know how busy Costco's are and any chance we have to move that further from the neighborhood, the better.

In the end, I do not oppose construction but we do hope that the developer will take our neighborhood into consideration as it will have a tremendous impact on what is to be our backyard.

Thanks



Joe Brown



**PLANNING**

**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Mario Canizares, Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services**

**Re: Zoning PD Pradera**

**Town Council Meeting – February 28, 2023**

**Agenda Item:**

Conduct a Public Hearing, and consider and act upon a request to rezone 34.7± acres from Commercial District (C) to a new Planned Development for Mixed Use, located northside of Prosper Trail and west of Dallas Parkway. (Z22-0019)

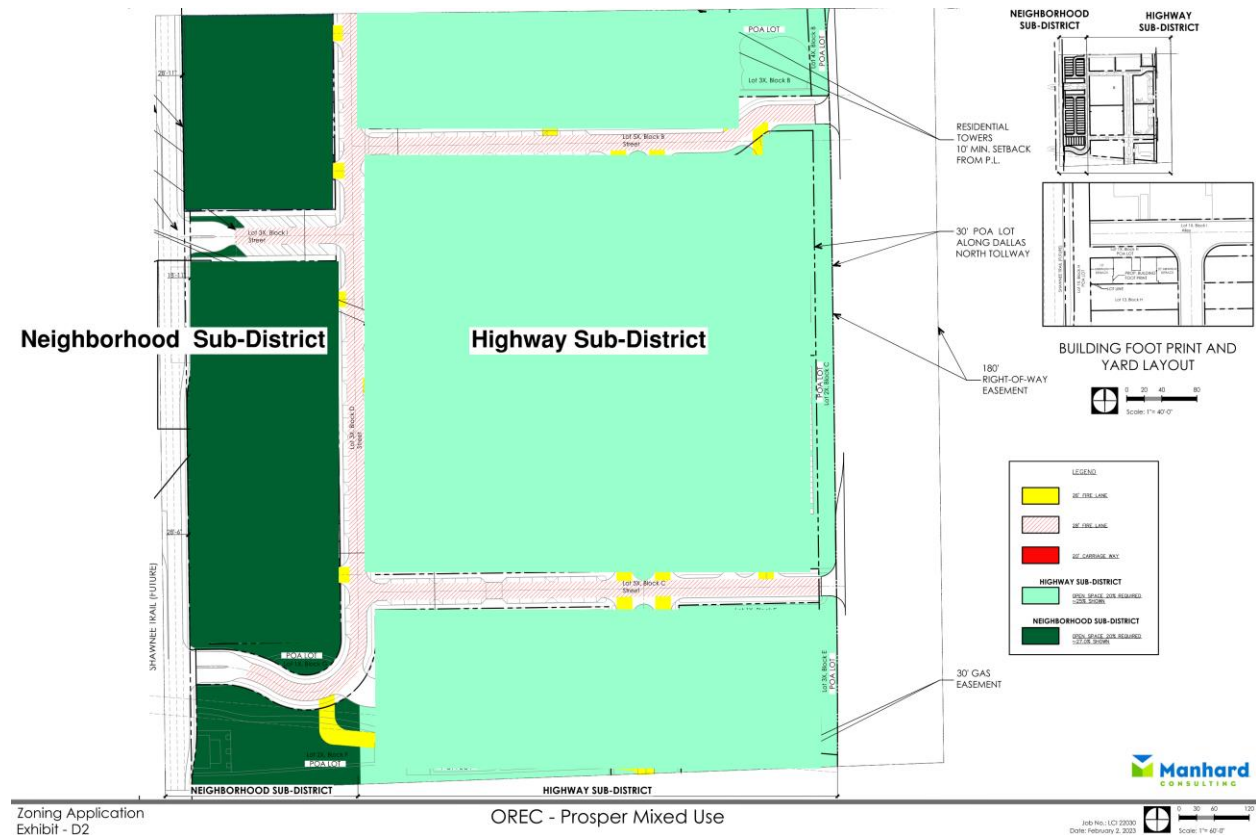
**Description of Agenda Item:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Commercial District (C)	Undeveloped	Dallas North Tollway District
<b>North</b>	Commercial District (C)	Undeveloped	Dallas North Tollway District
<b>East</b>	Commercial Corridor District (CC)	Undeveloped	Dallas North Tollway District
<b>South</b>	Commercial Corridor District (CC)	Undeveloped	Dallas North Tollway District
<b>West</b>	Planned Development-36 (PD36)	Single Family Residential (Legacy Garden)	Medium Density Residential

### Requested Zoning

The purpose of this request is to rezone Commercial District (C) to a new Planned Development for Mixed Use. The applicant is proposing a mixed used development with 2 sub-districts as shown below. The proposed sub-districts are neighborhood and highway sub-districts.



The neighborhood sub-district (9± acres) is to provide for a variety of developments in a suburban type setting which will provide residential units and supporting retail space. The subdistrict is adjacent to Shawnee Trail is acting as a buffer and transition toward the residential across Shawnee with less intense uses, additional setbacks and reduced height.

The highway sub-district (25± acres) is to encourage the creation of a pedestrian-oriented, vertically integrated, mixed-use, urban environment, providing shopping, employment, housing, business, and personal services. This sub-district promotes an efficient, compact land use pattern; encouraging pedestrian activity; reducing the reliance on private automobiles within the district; promoting a functional and attractive community using urban design principles; and allowing developers flexibility in land use and site design.

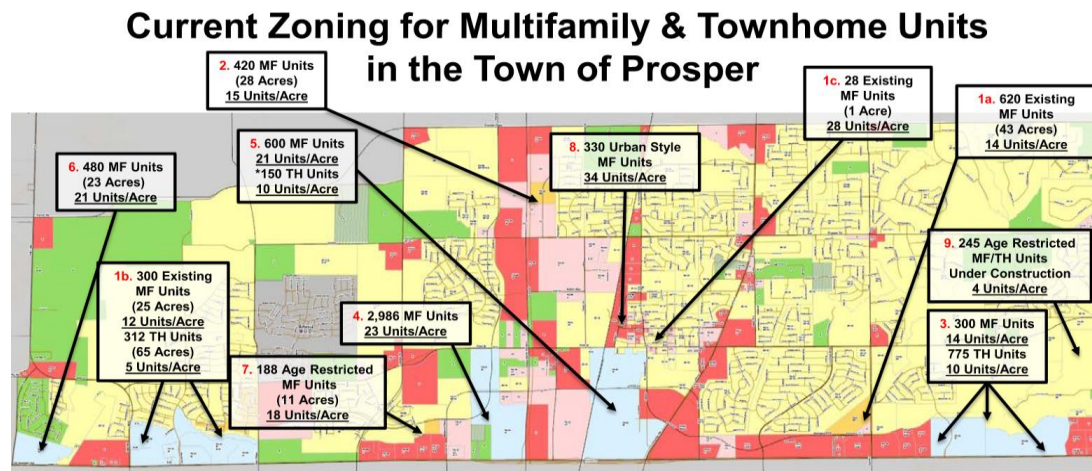
Many of the development standards, located in Exhibit C, conform to the Town's Zoning Ordinance. Due to the proposed development's unique design and the property being located along the Dallas North Tollway, the applicant is proposing detailed development and design standards, some of which deviate from the Zoning Ordinance. The applicant has made some recent modifications that include triggers, multifamily units/ condominiums specifications, mixed use details, a list of prohibited uses, and other minor modifications.

The proposed standards that are unique to the property are summarized below and does not contain all standards:

*High Density Residential Development* – The highway sub-district is proposing to have a maximum allowance of 835 units through the highway sub-district. Seventy-five percent (75%) of allowed residential units shall be developed as apartments and the other twenty-five percent (25%) of allowed residential units shall be developed as condominiums (for sale products). A minimum of 50% of the first-floor square footage of all buildings containing residential units shall be used for non-residential uses. Within those non-residential uses, a minimum of 30% shall be for retail use.

**Town-wide Multi-family Units**

In addition, there are currently 6,497 multifamily units entitled through zoning approvals in the Town (please see map below). In light of the town-wide entitled units, staff has concerns with allowing an increase in density for another multifamily project. However, please note that is along the Dallas North Tollway as where expected uses and density would be place. Please see map of entitled units below.



*Triggers* – The applicant has proposed within its development standards that development shall be phased such that fifty (50) percent of the townhomes in the Neighborhood Sub-District will have certificates of occupancy prior to commencing work within the Highway Sub-District. Further, Street Section D, as shown on Exhibit D.3, shall be built with Block D, Lots 1 and 2.

*Building Height* – The maximum building height allowed by the Zoning Ordinance is two (2) stories in the Commercial District. However, the Dallas North Tollway Design Guidelines allows up to twelve (12) stories along the tollway. The applicant is proposing twelve (12) stories for the highway

sub-district and the maximum height for the neighborhood subdistrict is three stories or thirty-five feet (35') for townhomes and three stories or forty-five feet (45') for commercial development.

*Building Materials* – The approved primary exterior building materials for multifamily and non-residential development in the Zoning Ordinance are clay fired brick, natural and manufactured stone, granite, marble, and stucco. The use of stucco and EIFS are only permitted as secondary or accent materials. The applicant is proposing brick, natural and manufactured stone, stucco, metal panel system, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Below are conceptual renderings of the development.







*Building Setbacks* – Many of the building setbacks in the highway and neighborhood sub-districts have been reduced or removed in order to allow the proposed mixed use development to conform to Exhibit D. The 25-foot and 30-foot landscape setbacks from the adjacent minor and major thoroughfares remain the same and conform to the Zoning Ordinance/Dallas North Tollway Design Guidelines. The building setbacks in the neighborhood sub-district reflect the typical “suburban” setting of the townhomes and commercial development. Any development with on-street parking, a build to line shall be required.

*Design Guidelines* – The applicant is proposing specific design guidelines to address the pedestrian-oriented mixed-use development in the highway and neighborhood sub-districts. The design guidelines add to the development standards and address design principles, site design, building design, public realm design, and streetscapes.

*Parking Standards* – Due to the urban/walkable setting, the applicant is proposing a mixed-use reduction of 20% shall be applied to the overall development except for townhomes. Staff understands that the applicant is proposing a live/work/play environment so has no issues with the parking reduction. The applicant has also requested a shared parking within the entire Planned Development excluding the townhomes.

*Landscaping* - The applicant is proposing specific design guidelines to address the pedestrian-oriented mixed-use development in the sub-districts. The applicant has also incorporated Dallas North Tollway Guidelines within the development standards. These standards include the following, but not limited to:

- One (1) large tree, four (4) inch caliper minimum (at the time of planting) per twenty-five (25) feet of linear roadway frontage shall be planted within the required landscaped area.

- The trees may be planted in groups with appropriate spacing for species.
- Shrub plantings shall be provided at a minimum rate of 22 shrub plantings per thirty (30) linear feet which shall be a minimum of five (5) gallon shrubs (at the time of planting).
- Parking abutting the landscaped area will be screened from the adjacent roadway. The required screening may be with shrubs or earthen berms.

Open Space - Per our zoning ordinance, 20% open space is required for Townhomes, 7% for non-residential, and 30% for multifamily use. Due to the unique design of the development, the applicant is proposing minimum 20% which includes landscape easements, setbacks, public sidewalks, plazas, and detention ponds.

**Comparison Table regarding Major development standards.**

Below is a comparison table outlining the proposed development standards that deviate from the minimum standard per the zoning ordinance.

	<b>Town of Prosper</b>	<b>NEW PD</b>
<b>Maximum Permitted Density:</b>	MF District: 370 MF units allowed based on a standard MF zoning. (15 units per acre.)	Density shall not exceed 835 MF
<b>Maximum Height:</b>	Commercial District: Two stories, no greater than 40 feet. Dallas North Tollway Design Guidelines and Comprehensive Plan: Up to 12 Stories	Highway Subdistrict <ul style="list-style-type: none"> <li>• 12 stories</li> </ul> Neighborhood Subdistrict <ul style="list-style-type: none"> <li>• Townhomes               <ul style="list-style-type: none"> <li>○ Thirty-Five (35) feet, three (3) stories.</li> </ul> </li> <li>• Commercial               <ul style="list-style-type: none"> <li>○ Forty-five (45) Feet or three (3) stories</li> </ul> </li> </ul>
<b>Building Material</b>	100 percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.	<ul style="list-style-type: none"> <li>• Materials such as brick, natural and manufactured stone, stucco, metal panel system, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise as least seventy five (75) percent of each floor, exclusive of doors and windows.</li> </ul>
<b>Parking requirements</b>	3,861 minimum parking spaces required based on the use.	A mixed use reduction of 20% shall applied to the overall development, except for townhomes. 3,204 are being proposed.

Future Land Use Plan – The Future Land Use Plan recommends Dallas North Tollway District.

### **Dallas North Tollway District**

The Dallas North Tollway district will consist of the most intense land uses within Prosper. A diverse mixture of office, retail and residential will likely develop along the corridor. Mid-rise office (up to 12 stories) may be permitted throughout the corridor. Office buildings should be designed for a “campus feel”—they should be oriented towards common public space with significant landscaping and should be linked by a pedestrian network. A common architectural theme should also be established for a consistent visual appearance. Mixed-use development should be encouraged and should contain a mixture of office, retail and residential uses. Mixed-use lofts/apartments would be the most appropriate residential use within this district. Structured parking should be encouraged in more intense areas to limit the presence and visibility of large parking lots. Structured parking should be oriented in a way that minimizes visibility from the Tollway.



### 2022 Dallas North Tollway Design Guidelines –

- The Dallas North Tollway is a primary thoroughfare within the Town of Prosper and one of the most heavily traveled roadways in North Texas. It is recognized that the Dallas North Tollway will serve as a significant opportunity for economic development and a sustainable tax base for the Town. The Comprehensive Plan identified the Dallas North Tollway as a future location for the Town’s most intense land uses. The purpose of these design guidelines is to provide direction on land use and design for future development that the Town of Prosper envisions on the Dallas North Tollway. Design guidelines define the qualities of building and site design that make successful projects and are tools for guiding projects to positive development outcomes.
- Per the guideline, “Multi-family Developments - The Town Council may permit a multi-family housing as part of a wholistic development that includes a combination of businesses designed to create a live, work and play environment. These businesses can be, but are not limited, retail, office, recreational, family-friend entertainment and/or restaurant establishments. If multi-family housing is part of a development proposal that includes businesses and/or amenities described in Section F. “Business Establishments Pursuant to the Town’s Vision” increased density may be permitted. It is highly recommended that multi-family units be designed with structure parking as opposed to surface parking.”
- The applicant has proposed development standards that are consistent with the Dallas North Tollway Design Guidelines.

Thoroughfare Plan – The property is bounded to the east by the Tollway and west by Shawnee Trail.

Parks Master Plan – The Parks Master Plan does not identify a park on the subject property, at this time.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by State Law. Notification was provided to neighboring property owners as required by state law. To date, staff has received one letter in response to the proposed zoning request.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Proposed Exhibits
3. MF Exhibits
4. Reply Form

**Planning & Zoning Recommendation:**

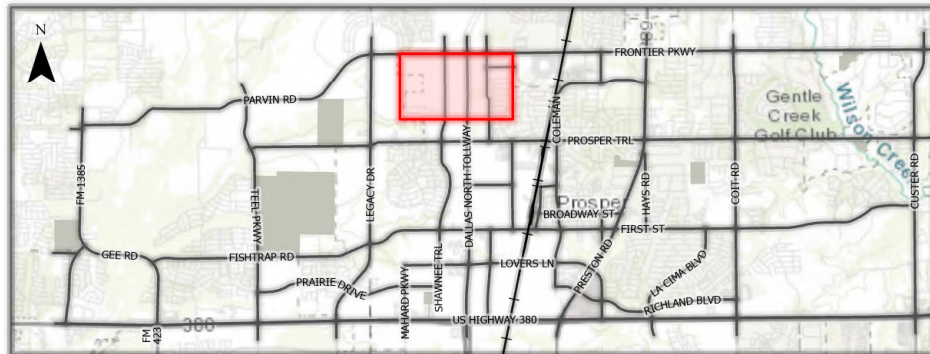
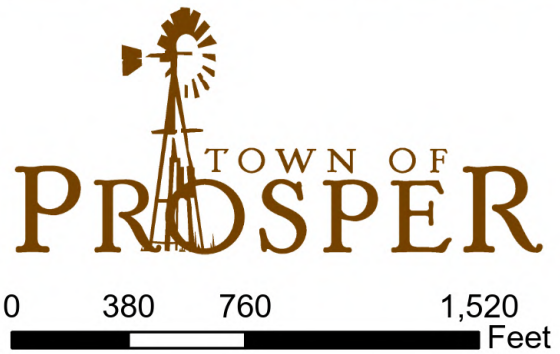
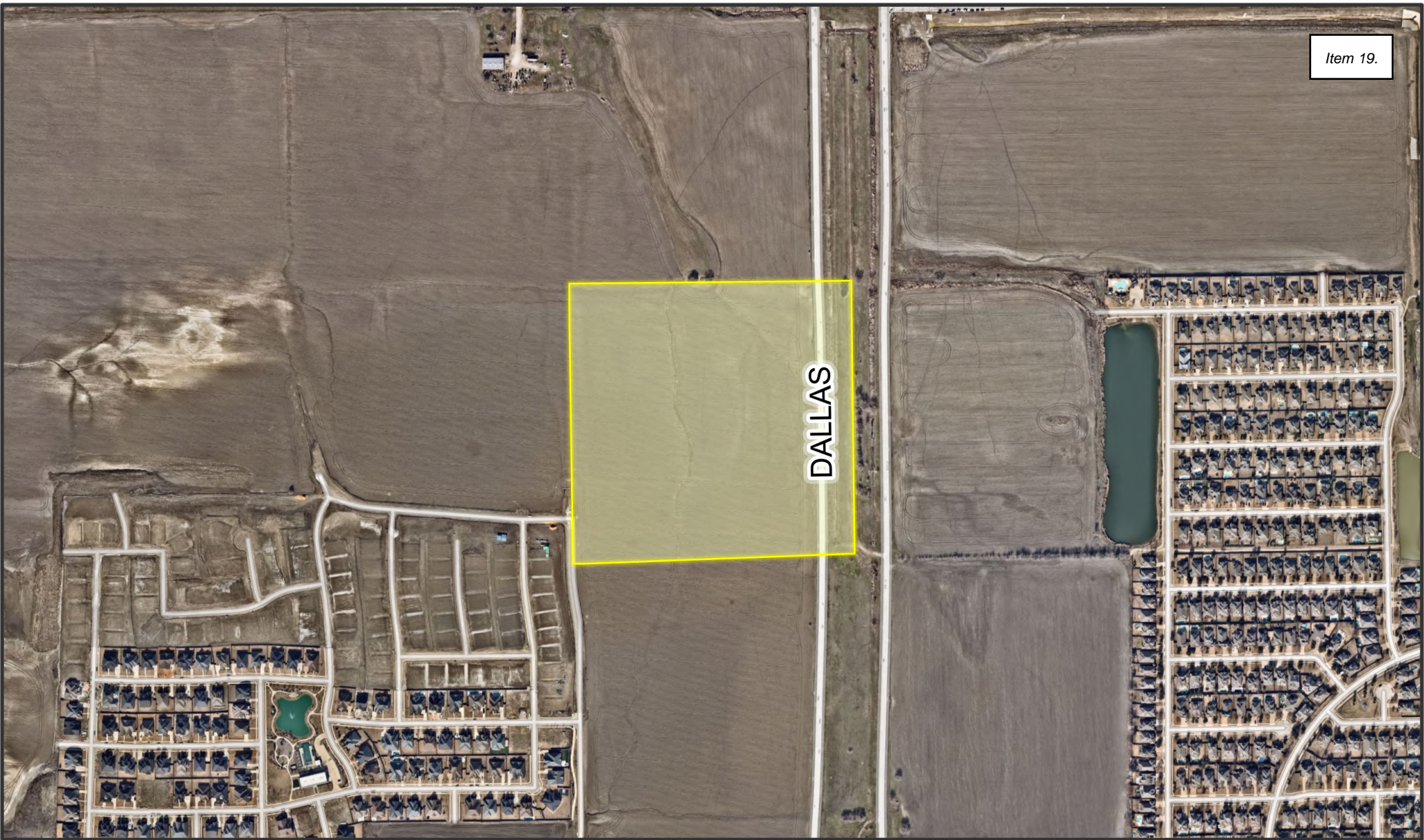
At their February 7, 2023, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, by a vote of 6-0.

**Town Staff Recommendation:**

The request to rezone 34.7 ± acres is located north of Prosper Trail and west of the Dallas North Tollway, a major corridor into the Town of Prosper, and aims to create a unique mixed-use development that includes detailed design and development standards. The zoning request allows for the development of a mixed-use development that includes vertical integration of office, retail, and/or high-density residential uses in the same building, an office park, and a neighborhood retail center. Staff does have concerns with the additional multifamily units in the Town and recommends denial of this zoning request. However, if approved, this request will provide innovated opportunities that the Town envisions along the Dallas North Tollway.

**Proposed Motion:**

I move to approve/deny a request to rezone 34.7± acres from Commercial District (C) to a new Planned Development for Mixed Use, located northside of Prosper Trail and west of Dallas Parkway. (Z22-0019)

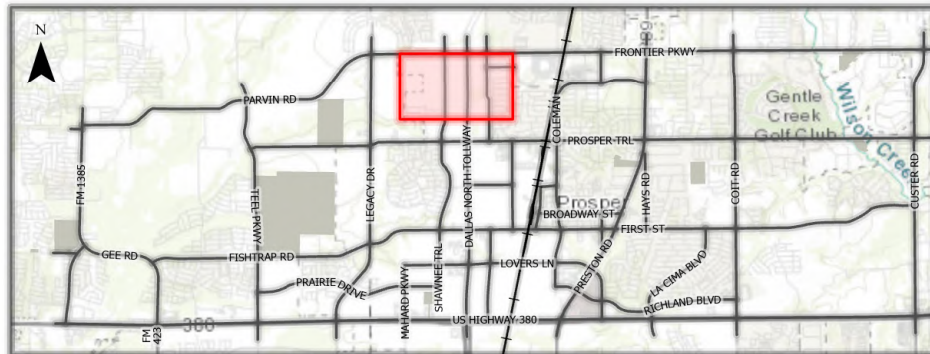
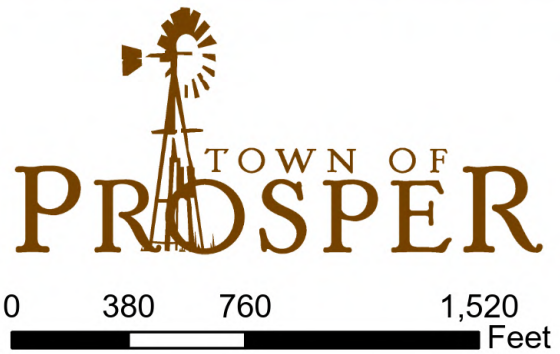
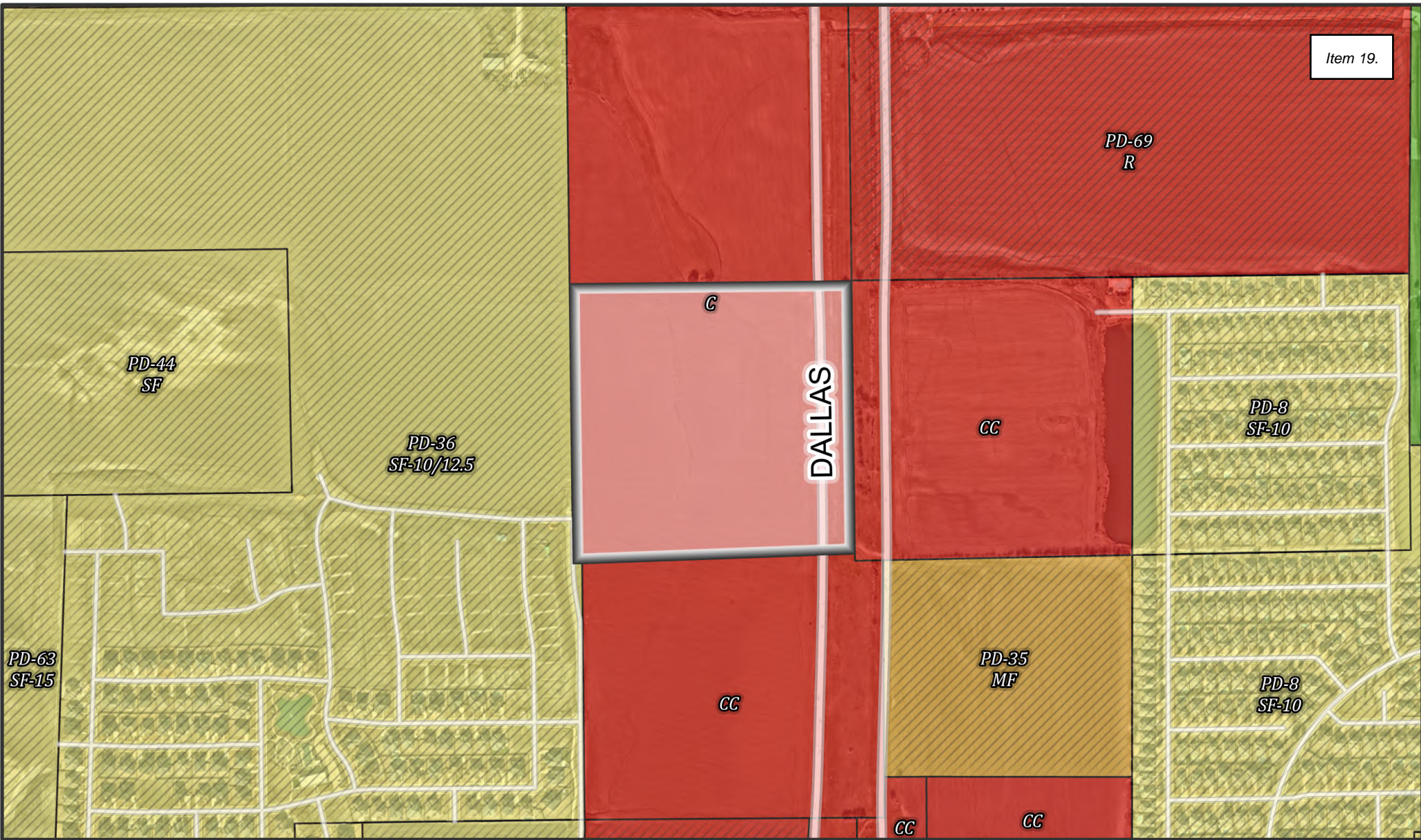


This map for illustration purposes only

Z22-0019

Pradera PD

Planned Development



Z22-0019

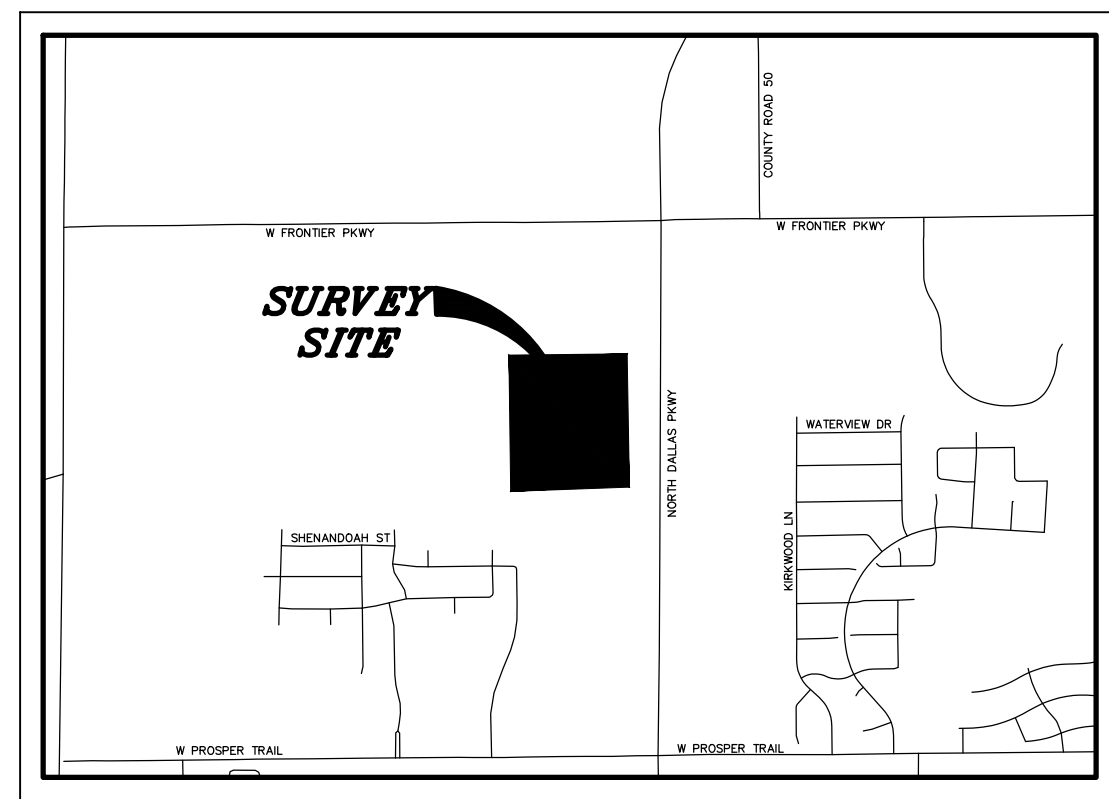
Pradera PD

This map for illustration purposes only

**FLOOD HAZARD NOTE:**

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 4808500151 WITH AN EFFECTIVE DATE OF JUNE 02, 2009 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE "X". ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. APPROXIMATE LOCATIONS OF FLOOD ZONES HAVE BEEN SHOWN HEREON BASED ON THE CURRENT FLOOD INSURANCE RATE MAPS.

# ZONING EXHIBIT A



**LOCATION MAP**  
NOT TO SCALE

## BULK REGULATIONS

THE SURVEYED PROPERTY IS LOCATED IN PLANNED DEVELOPMENT NO. XX "PD-XX" ZONING DISTRICT. THIS PLANNED DEVELOPMENT IS INTENDED TO PROVIDE FOR AND ENCOURAGE DEVELOPMENT THAT CONTAINS A COMPATIBLE MIX OF RESIDENTIAL, OFFICE, AND COMMERCIAL USES WITHIN CLOSE PROXIMITY TO EACH OTHER, RATHER THAN SEPARATING USES WITH THE FOLLOWING DEFINED RESTRICTIONS PROVIDED TO THE SURVEYOR.

- A. SIZE OF YARDS:
  - 1. MINIMUM FRONT YARD
    - A. ON DALLAS NORTH TOLLWAY: 30 FEET.
    - B. ON ALL OTHER STREETS: 10 FEET.
  - 2. MINIMUM SIDE YARD: 0 FEET.
  - 3. MINIMUM REAR YARD: 0 FEET.
- B. BUILD-TO-LINE
  - 1. BUILDINGS WITH NON-RESIDENTIAL USES ON THE FIRST FLOOR: A BUILD-TO-LINE SHALL BE ESTABLISHED AT THE MINIMUM FRONT YARD SETBACK.
  - 2. BUILDINGS WITH RESIDENTIAL USES ON THE FIRST FLOOR: THE PRIMARY FACADE OF A RESIDENTIAL DWELLING SHALL BE BUILT 10-15 FEET FROM THE PROPERTY LINE.
- C. SIZE OF LOTS:
  - 1. MINIMUM SIZE OF LOT AREA: 3,000 SQUARE FEET.
  - 2. MINIMUM LOT WIDTH: 30 FEET.
  - 3. MINIMUM LOT DEPTH: 60 FEET.
- D. MAXIMUM LOT COVERAGE: 100 PERCENT.
- E. FLOOR AREA RATIO: MAXIMUM 10.0:1.
- F. HOUSING: MAXIMUM NUMBER OF DWELLINGS ALLOWED.
  - 1. MAXIMUM DENSITY: 20 UNITS/ACRE
  - 2. A MINIMUM OF 15% OF THE FIRST-FLOOR SQUARE FOOTAGE OF ALL BUILDINGS CONTAINING RESIDENTIAL UNITS SHALL BE USED FOR NON-RESIDENTIAL PURPOSES.

BOY PROSPER 221 LLC  
CALLED 22.817 ACRES (IRVING) OF 20200000000000 D.R.C.C.T.

## OWNER

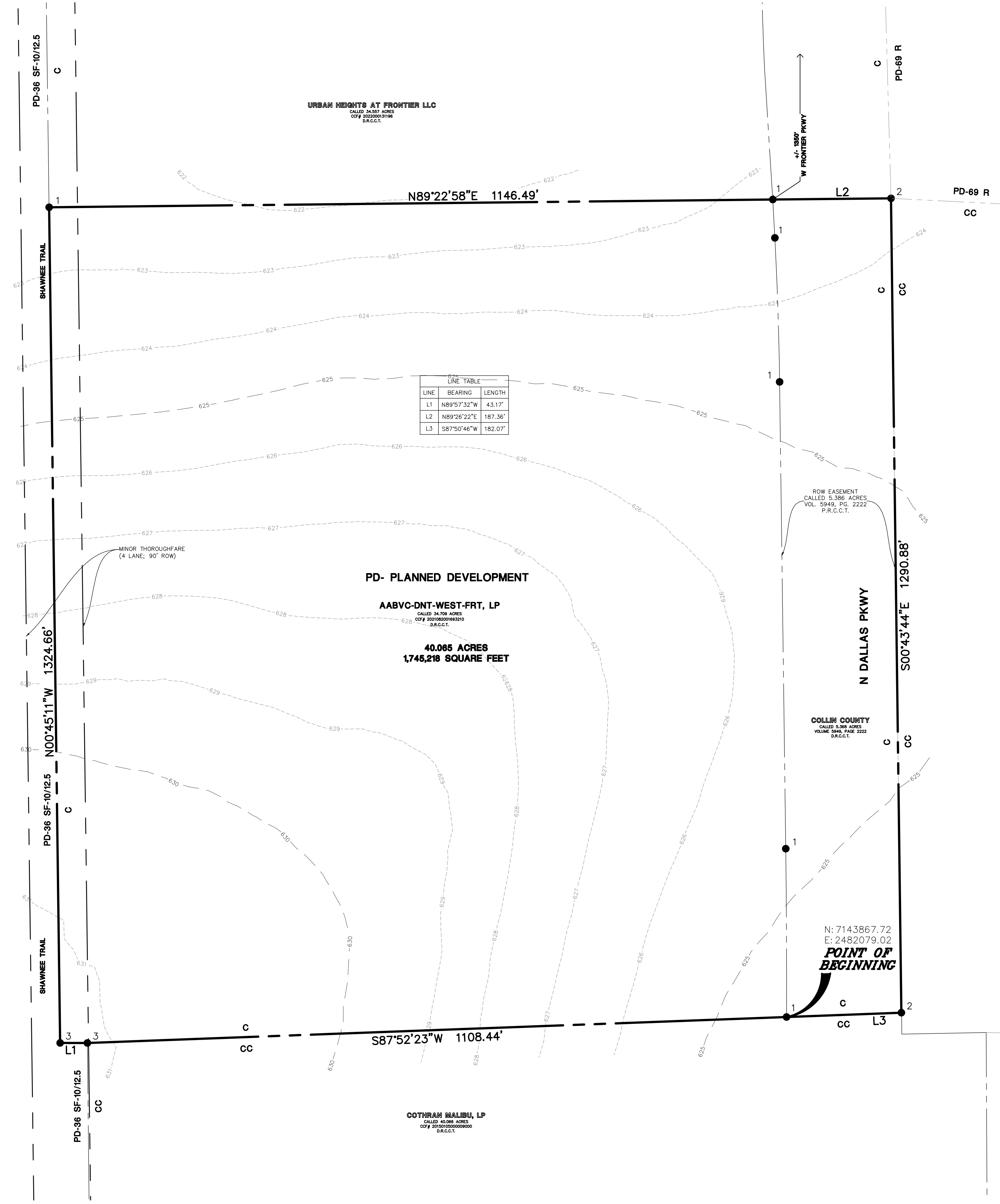
AABVC-DNT-WEST-FRT, LP  
6673 JAMESTOWN ROAD  
FRISCO, TEXAS 75035

## LEGEND

- = EX. PROPERTY LINE
  - = EX. EASEMENT LINE
  - - - = EX. 1 FOOT CONTOURS
  - - - = EX. ZONING LINE
  - 1 = FOUND CAPPED 1/2" IRON ROD STAMPED "PRESTON TRAIL"
  - 2 = FOUND 1/2" IRON ROD
  - 3 = SET YELLOW CAPPED 5/8" IRON ROD STAMPED "MAHNARD CONSULTING"
- D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS

## SURVEYOR'S NOTES

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD **HAVE NOT BEEN** SHOWN.
2. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.05. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
3. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
4. THIS EXHIBIT IS NO TO BE CONSTRUED AS A BOUNDARY SURVEY AND IS NOT FOR THE CONVEYANCE OF REAL PROPERTY.



LINE	BEARING	LENGTH
L1	N89°57'32\"W	43.17'
L2	N89°26'22\"E	187.36'
L3	S87°50'46\"W	182.07'

## BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE (4202).

## LEGAL DESCRIPTION

BEING A 40.065 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT CALLED 34.709 ACRE TRACT OF LAND DESCRIBED BY DEED TO AABVC-DNT-WEST-FRT, LP, RECORDED IN COUNTY CLERK'S FILE NUMBER 2021082001693210, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALL OF THAT CALLED 5.386 ACRE TRACT OF LAND DESCRIBED BY DEED TO COLLIN COUNTY, RECORDED IN VOLUME 5949, PAGE 2222, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH CAP STAMPED "PRESTON TRAIL" FOUND AT THE SOUTHWEST CORNER SAID CALLED 34.709 ACRE TRACT, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF SAID CALLED 5.386 ACRE TRACT AND BEING IN THE NORTH LINE OF THAT CALLED 40.066 ACRE TRACT OF LAND DESCRIBED BY DEED TO COTHRAN MALIBU, LP, RECORDED IN COUNTY CLERK'S FILE NUMBER 2015010500009000, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 87 DEGREES 52 MINUTES 23 SECONDS WEST, 1108.44 FEET ALONG THE SOUTH LINE OF SAID CALLED 34.709 ACRE TRACT AND SAID NORTH LINE OF THE CALLED 40.066 ACRE TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "MANHARD" SET AT THE NORTHWEST CORNER OF SAID CALLED 40.066 ACRE TRACT;

THENCE NORTH 89 DEGREES 57 MINUTES 32 SECONDS WEST, 43.17 FEET, CONTINUING ALONG SAID SOUTH LINE OF THE CALLED 34.709 ACRE TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "MANHARD" SET AT THE SOUTHWEST CORNER OF SAID CALLED 34.709 ACRE TRACT;

THENCE NORTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, 1324.66 FEET ALONG THE WEST LINE OF SAID CALLED 34.709 ACRE TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PRESTON TRAIL" FOUND AT THE NORTHWEST CORNER OF SAID CALLED 34.709 ACRE TRACT, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF THAT CALLED 34.557 ACRE TRACT OF LAND DESCRIBED BY DEED TO URBAN HEIGHTS AT FRONTIER LLC, RECORDED IN COUNTY CLERK'S FILE NUMBER 2022000131196, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 22 MINUTES 58 SECONDS EAST, 1146.49 FEET ALONG THE NORTH LINE OF SAID CALLED 34.709 ACRE TRACT AND THE SOUTH LINE OF SAID CALLED 34.557 ACRE TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PRESTON TRAIL" FOUND AT THE NORTHEAST CORNER OF SAID CALLED 34.709 ACRE TRACT, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF SAID CALLED 5.386 ACRE TRACT AND THE NORTHWEST CORNER OF THE AFOREMENTIONED CALLED 5.386 ACRE TRACT;

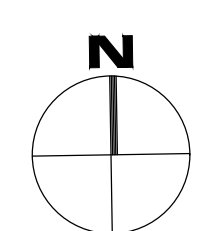
THENCE NORTH 89 DEGREES 26 MINUTES 22 SECONDS EAST, 187.36 FEET ALONG THE NORTH LINE OF SAID CALLED 5.386 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID CALLED 5.386 ACRE TRACT;

THENCE SOUTH 00 DEGREES 43 MINUTES 44 SECONDS EAST, 1290.88 FEET ALONG THE EAST LINE OF SAID CALLED 5.386 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 5.386 ACRE TRACT, SAID IRON ROD ALSO BEING IN THE NORTH LINE OF THE AFOREMENTIONED CALLED 40.066 ACRE TRACT;

THENCE SOUTH 87 DEGREES 50 MINUTES 46 SECONDS WEST, 182.07 FEET ALONG THE SOUTH LINE OF SAID CALLED 5.386 ACRE TRACT AND SAID NORTH LINE OF THE CALLED 40.066 ACRE TRACT TO THE POINT OF BEGINNING AND CONTAINING 1,745,218 SQUARE FEET OR 40.065 ACRES OF LAND, MORE OR LESS.



N: 7143867.72  
E: 2482079.02  
**POINT OF BEGINNING**



# EXHIBIT A

40.065 ACRES OF LAND IN THE COLLIN C.S.L. SURVEY,  
ABSTRACT NUMBER 147, COLLIN COUNTY, TEXAS  
NOVEMBER 01, 2022

TOWN OF PROSPER PROJECT NO: \_\_\_\_\_

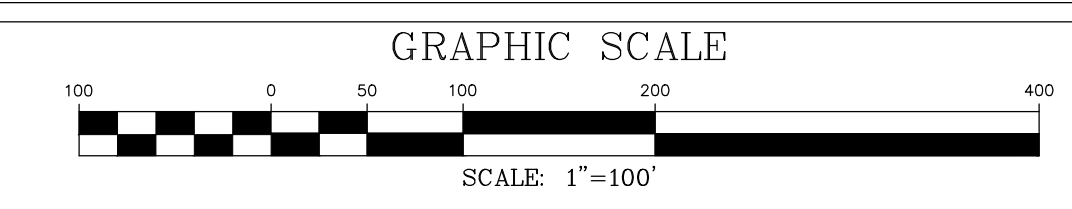


Exhibit "A"

BEING a 40.065 acre tract of land situated in the Collin County School Land Survey, Abstract number 147, Collin County, Texas and being all of that called 34.709 acre tract of land described by deed to AABVC-DNT-West-FRT, LP, recorded in County Clerk's File Number 2021082001693210, Deed Records, Collin County, Texas and all of that called 5.368 acre tract of land described by deed to Collin County, recorded in Volume 5949, Page 2222, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "PRESTON TRAIL" found at the southeast corner said called 34.709 acre tract, said iron rod also being the southwest corner of said called 5.386 acre tract and being in the north line of that called 40.066 acre tract of land described by deed to Cothran Malibu, LP, recorded in County Clerk's File Number 20150105000009000, Deed Records, Collin County, Texas;

THENCE South 87 degrees 52 minutes 23 seconds West, 1108.44 feet along the south line of said called 34.709 acre tract and said north line of the called 40.066 acre tract to a 5/8 inch iron rod with cap stamped "MANHARD" set at the northwest corner of said called 40.066 acre tract;

THENCE North 89 degrees 57 minutes 32 seconds West, 43.17 feet, continuing along said south line of the called 34.709 acre tract to a 5/8 inch iron rod with cap stamped "MANHARD" set at the southwest corner of said called 34.709 acre tract;

THENCE North 00 degrees 45 minutes 11 seconds West, 1324.66 feet along the west line of said called 34.709 acre tract to a 1/2 inch iron rod with cap stamped "PRESTON TRAIL" found at the northwest corner of said called 34.709 acre tract, said iron rod also being the southwest corner of that called 34.557 acre tract of land described by deed to Urban Heights at Frontier LLC, recorded in County Clerk's File Number 2022000131196, Deed Records, Collin County, Texas;


THENCE North 89 degrees 22 minutes 58 seconds East, 1146.49 feet along the north line of said called 34.709 acre tract and the south line of said called 34.557 acre tract to a 1/2 inch iron rod with cap stamped "PRESTON TRAIL" found at the northeast corner of said called 34.709 acre tract, said iron rod also being the southeast corner of said called 34.557 acre tract and the northwest corner of the aforementioned called 5.386 acre tract;

THENCE North 89 degrees 26 minutes 22 seconds East, 187.36 feet along the north line of said called 5.386 acre tract to a 1/2 inch iron rod found at the northeast corner of said called 5.386 acre tract;



THENCE South 00 degrees 43 minutes 44 seconds East, 1290.88 feet along the east line of said called 5.386 acre tract to a 1/2 inch iron rod found at the southeast corner of said called 5.386 acre tract, said iron rod also being in the north line of the aforementioned called 40.066 acre tract;

THENCE South 87 degrees 50 minutes 46 seconds West, 182.07 feet along the south line of said called 5.386 acre tract and said north line oof the called 40.066 acre tract to the POINT OF BEGINNING and containing 1,745,218 square feet or 40.065 acres of land, more or less.



Jeremy Luke Deal  
Registered Professional Land Surveyor  
Texas Registration Number 5696



**PLANNED DEVELOPMENT NO. 119****EXHIBIT B—Planned Development Purpose and Intent:**

This planned development is intended to provide for and encourage development that contains a compatible mix of residential, office, and commercial uses within close proximity to each other, rather than separating uses.

The use provisions define land uses and the siting and character of the improvements and structures allowed on the land in a manner that encourages a balanced and sustainable mix of uses. These uses may be combined either vertically in the same building, or horizontally in multiple buildings, or through a combination of the two.

Additionally, the standards are intended to promote an efficient pedestrian-access network that connects the nonresidential and residential uses. The planned development generally addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment. This is accomplished by the following;

- Ensuring buildings relate appropriately to surrounding developments and streets which create cohesive visual identity and attractive street scenes.
- Ensuring site design promotes efficient pedestrian and vehicle circulation patterns.
- Ensuring the creation of high-quality street and sidewalk environments that are supportive of pedestrian mobility and that are appropriate to the roadway context.
- Ensuring large sites are developed in a manner that supports and encourages connectivity and creates a cohesive visual identity and attractive street scene.

In order to implement this vision, the standards affecting development are intended to be consistent with the overall goal. To accomplish this goal, the area has been subdivided into a series of sub-districts with development restrictions that will be necessary to achieve their collective individuality.

The purpose of sub-district requirements is to define the character of new development within each sub-district. They have been carefully designed to allow enough flexibility for creative building solutions, while being prescriptive in areas necessary to preserve consistency throughout the development.

**EXHIBIT C—Sub-District Regulations:**

**Development Plans**

**Concept Plan:**

- A. The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibits D2, D3, and D4.
- B. Development shall be phased such that fifty (50) percent of the townhomes in the Neighborhood Sub-District will have certificates of occupancy prior to commencing work within the Highway Sub-District. Further, Street Section D, as shown on Exhibit D.3, shall be built with Block D, Lots 1 and 2.
- C. Where conflicts may arise between Exhibit C and Exhibit D, Exhibit C shall govern.

**Elevations:**

- A. The tract shall be developed in general accordance with the attached elevations, set forth in Exhibits F.

**Administrative:**

- A. The property owner's association (POA) shall be approved by town staff.

## HIGHWAY SUB-DISTRICT

## HIGHWAY SUB-DISTRICT

### Purpose & Intent

The purpose of the Highway Sub-District is to encourage the creation of a pedestrian-oriented, vertically integrated, mixed-use, urban environment, providing shopping, employment, housing, business, and personal services. This sub-district promotes an efficient, compact land use pattern; encouraging pedestrian activity; reducing the reliance on private automobiles within the district; promoting a functional and attractive community using urban design principles; and allowing developers flexibility in land use and site design.

The Highway Sub-District is to be an area with a mixture of intense uses. Buildings are close to and oriented toward the street. There is a connected street pattern, shared parking, and pedestrian amenities.

### Site Criteria

#### A. Size of Yards:

1. Minimum Front Yard
  - a. On Dallas North Tollway: Fifty (50) feet.
  - b. On all other streets: Ten (10) feet.
2. Minimum Side Yard: Zero (0) feet.
3. Minimum Rear Yard: Zero (0) feet.

B. Build-to-Line: On streets with on-street parking, a build-to-line shall be required. A -build-to-line- is a line parallel to a public or private street where the primary facade of the building must be built to.

1. Buildings with non-residential uses on the first floor: A build- to-line shall be established at the minimum front yard setback. The primary facade shall be continuous along a block face and at least 70% shall be located within 5' of the build-to-line.
2. Buildings with residential uses on the first floor: The primary facade of a residential dwelling shall be built 10' to 15' from the property line. Stairs, stoops, and elevated patios shall be allowed within the front setback. Any land remaining in the setback shall be landscaped with plant materials other than grass and shall be irrigated per the requirements established.

#### C. Size of Lots:

1. Minimum Size of Lot Area: Twenty Thousand (20,000) square feet
2. Minimum Lot Width: Fifty (30) feet.
3. Minimum Lot Depth: Sixty (60) feet.

D. Maximum Lot Coverage: One hundred (100) percent.

E. Floor Area Ratio: Maximum 10.0:1.

F. Housing: The following performance standards shall apply to residential development.

1. For the purposes of this Sub-District, Apartment and Condominiums shall be defined as follows:
  - a. Apartments- a predominantly residential building in which each unit is leased by the owner to an individual entity.
  - b. Condominiums- a predominantly residential building in which each unit is owned by an individual entity.
2. The maximum density allowed shall be no more than eight hundred and thirty-five (835) units within the Highway Sub-District.
  - a. Apartments shall utilize 75% of the allowable units.
    - i. there shall be a minimum of 50% and a maximum of 70% Studios and One-Bedroom units.
    - ii. There shall be a minimum of 30% and a maximum of 50% Two and Three-Bedroom units.
  - b. Condominiums shall utilize 25% of the allowable units.
    - i. there shall be a minimum of 50% and a maximum of 70% Studios and One-Bedroom units.
    - ii. There shall be a minimum of 30% and a maximum of 50% Two and Three-Bedroom units.
3. A minimum of 50% of the first-floor square footage of the Highway Subdistrict shall be used for non-residential uses. A minimum of 30% of first-floor, non-residential uses, shall be for retail use.
4. Apartment buildings shall have a setback of Two Hundred Fifty (250) feet from the Dallas North Tollway (DNT).

G. Parking:

1. The number of parking spaces provided for uses shall be in accordance with the breakdown established in the GENERAL REQUIREMENTS section of these standards.
2. Required parking shall be located and maintained anywhere within the PD No. 119, including all sub-districts.
  - a. Where Townhome uses are concerned, parking may not be shared.
3. On-street parking and shared parking anywhere within the PD No. 119, including all sub-districts, except for Townhome uses, may be counted towards meeting the off-street parking requirement for any use within the sub-district.
4. Where on-street parking is provided, angled, as well as parallel parking shall be permitted as depicted in exhibit D street sections.
5. Where on-street parking is provided, vehicle maneuvering shall be allowed within the Public & Emergency Access Easement.

6. When structured garages are provided, adequate access from public rights-of-way via private drives and/or access easements shall be made readily available.
7. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.
8. Speed bumps/humps are not permitted within a fire lane nor public roads.
11. Dead-end parking aisles are not permitted in surface parking lots.
12. In the case of mixed uses, parking spaces may be shared.
13. For all residential uses, the majority of parking shall be contained in a structured parking garage.

#### H. Service Equipment and Areas:

1. Loading docks, truck parking, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building or placed behind or on the side of a building. On corner lots, these areas should be located behind the buildings. All solid waste trash collection structures shall be designed to accommodate the Town's current trash service provider. This includes, but not limited to, minimum dumpster enclosure requirements, approach geometry and other features for operational needs.
2. Transformers, HVAC equipment (if located at the ground level), private utility meters, and other machinery, where practical, should be located at the rear of the property.
  - a. Public water meters shall be located within easements, outside of pavement, and adjacent (within 2-5 feet) to Public & Emergency Access Easement or dedicated fire lanes that include utility easements.

#### I. Screening:

1. Service equipment and areas shall be screened so the visual impacts of these functions are fully contained and out of view from adjacent properties and public streets to the extent that screening is allowed by utility providers.
2. Solid waste collection and loading areas shall be located to minimize visibility. These areas shall be screened, at minimum, by a six (6) foot high wall built with the same materials as used for the principal building, or an otherwise approved solid masonry material. Trash dumpsters shall have a metal gate or door equal in height or the height of the wall, which shall generally always remain closed. Waste collection and loading area walls shall include shrubbery as to screen walls from the public realm.

J. Fencing: Fencing is allowed between the primary facade of the building and the property line. In the above instances the fence shall be no greater than forty-two (42) inches in height. Fencing is restricted to wrought iron, tubular steel or similar material, or masonry. The masonry portion of any fence in front of a building shall be no higher than three (3) feet. The masonry portion of the fence must be at least 30% open in construction for each residential unit or retail/restaurant/office/service lease space. Each residential unit or retail/restaurant/office/service lease space must have an operable gate that opens to the street.

#### K. Streets and Sight Triangles:

1. For plantings within ten (10) feet of any public street intersection, shrubs and groundcover shall not exceed two (2) feet in height and tree branching shall provide seven (7) feet of clearance measured from the top of the ground surface to the first branch along the tree trunk.
2. Root barriers shall be installed where street trees are planted within 5 feet of pavement within Public & Emergency Access Easement.

Nothing contained herein shall vary or supersede public safety requirements of the Town of Prosper as set forth in the Uniform Fire Code and other applicable laws, rules, and regulations of the Town of Prosper.

L. Landscaping: The standards and criteria contained in this Section are the minimum standards for all new development. Where the regulations of this Section conflict with the Town of Prosper Zoning Ordinance or the Dallas North Tollway (DNT) Guidelines, the regulations of this Section shall apply. Unless specifically identified in this Section, new developments shall comply with the landscape standards established in the Town of Prosper Zoning Ordinance as of the date of adoption of this ordinance or as amended.

1. Any non-structured, off-street, surface parking that contains twenty (20) or more spaces shall provide interior landscaping as follows:
  - a. All landscaped areas shall be protected by a raised six (6) inch concrete curb. Pavement shall not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
  - b. Landscaped islands shall be located at the terminus of all parking rows, except for on-street parking, and shall contain at least one (1) large tree, three (3) inch caliper minimum, with no more than fifteen (15) parking spaces permitted in a continuous row without being interrupted by a landscape island.
  - c. Landscaped islands shall be a minimum of one hundred sixty (160) square feet, not less than nine (9) feet wide, measured from the inside face of curb, and a length equal to the abutting space.
  - d. All above grade utilities and trash enclosures in landscape areas shall be screened with evergreen plant material.
  - e. For streets with on-street parking, trees shall be installed against the curb, within the sidewalk, in four (4) foot by four (4) foot areas with metal grates consistent with the development.
2. Permanent irrigation shall be provided for all required landscaping as follows:
  - a. Irrigation lines for perimeter landscaping, shall be placed a minimum of two and one-half (2'-6") feet from a town sidewalk or alley. Reduction of this requirement is subject to review and approval by the Executive Director of Development and Community Services.
  - b. Trees shall be irrigated with bubbler irrigation. Shrubs and groundcover shall be irrigated with in ground drip irrigation. Turf lawn shall be irrigated with spray irrigation.



- c. Rain/Freeze sensors shall be installed on all irrigation systems.
3. Drought tolerant and/or native plants from the Town’s approved plant list are required for compliance. Other species may be utilized with approval from the Town as part of the Final Site Plan process.
- a. Trees in sidewalks adjacent to on-street parking will be specifically selected with approval from the Town.
4. All Landscape areas to be kept free of weeds, invasive plant species, and trash.
5. Synthetic turf may be permitted so long as it is not visible from the public rights-of-way.

### **Building Criteria**

The standards and criteria contained in this Section are the minimum standards for all new development. The regulations of this Section shall govern where the regulations of this Section conflict with the Town of Prosper Zoning Ordinance.

A. Tri-partite Architecture: All multi-story, mixed use buildings shall be designed and constructed in tri-partite architecture (having a distinct base, middle, and top) or an alternative, scale appropriate architectural treatment.

B. Maximum Building Height: Twelve (12) stories.

- 1. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 23% of the first-floor footprint may exceed the height limits by up to twenty (20) feet.
- 2. Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twenty (20) feet above the actual building height, provided that: 1) they are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building facade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the public right-of- way, measured at six (6) feet above finish grade at the Public & Emergency Access Easement line.

C. Building Materials:

- 1. Materials such as brick, natural and manufactured stone, stucco, metal panel system, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise of at least seventy-five percent (75%) of each elevation, exclusive of doors and windows.

2. Only primary building materials are allowed on the first floor with the exception of cementitious panels, For purposes of this section, the first floor shall be at least nine (9) feet high and, at minimum, 90% shall be constructed of masonry cladding.

3. All buildings shall be architecturally finished on all sides with articulation, detailing, and features. Architectural articulation, detailing, and features are not required for facades adjacent to a building or parking garage.

#### D. Window Areas:

1. For buildings which front on streets with on-street parking and contain non-residential uses on the ground floor, a minimum of thirty (30) percent of the ground floor facade shall be windows.

a. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story.

b. pink or gold glass shall be prohibited.

#### E. Building Entries:

1. Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.

2. Each building and separate lease space at grade along the street edge shall have a functioning Primary Entry from the sidewalk. Corner entries may count as a Primary Entry for both intersecting street fronts.

#### F. Awnings, canopies, Arcades, & Overhangs:

1. Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.

2. The material of awnings and canopies shall be architectural materials that complement the building.

3. Awnings shall not be internally illuminated.

4. Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.

5. Canopies and awnings shall respect the placement of street trees and lighting.

#### G. Building Articulation:

1. That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.

2. Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facade. Design articulation should employ changes in volume and plane. Architectural elements including projecting volumes, windows, balconies, loggias, canopies, pediments, and moldings that break up the mass of the building are encouraged.

#### H. Above Grade Structured Parking:

1. Where parking garages are within views of public streets, openings in parking garages shall not exceed 55% of the facade area. The portion of the parking garage that is visible from the street shall have an architecturally finished facade compatible with the surrounding buildings.
2. It is the intent of this provision that the facades of surrounding buildings and the facades of any parking structures within view of public streets shall be visually similar, with construction materials being compatible.
3. Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.

#### I. Projections into Setbacks and/or Rights-of-Way:

The following projections shall be permitted into a building setback or Public & Emergency Access Easement as allowed below, provided that 1) no projection shall be permitted into a building setback or right-of-way of Dallas North Tollway; 2) such projections do not extend over the traveled portion of a roadway; 3) the property owner has assumed liability related to such projections; 4) the property owner shall maintain such projection in a safe and non-injurious manner; 5) no projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finish grade; and 6) no projections allowed over public utility where located within a fire lane or public utility easement.

1. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a building face or architectural projection into the setback, but not the Public & Emergency Access Easement.
2. Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Public & Emergency Access Easement.
3. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Public & Emergency Access Easement.
4. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Public & Emergency Access Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.
5. Below-grade footings approved in conjunction with building permits.

## Permitted Uses

List of Permitted Uses: Uses followed by an -S- are permitted by Specific Use Permit. Uses followed by a -C- are permitted subject to conditional development standards located in the Town's Zoning Ordinance as it exists or may be amended.

- Accessory Building
- Administrative, Medical, or Professional Office
- Antenna and/or Antenna Support Structure, Commercial -S-
- Antenna and/or Antenna Support Structure, Non-Commercial -S-
- Antique Shop and Used Furniture
- Assisted Care or Living Facility
- Automobile Paid Parking Lot/Garage -S-
- Automobile Parking Lot/Garage -S-
- Bank, Savings and Loan, or Credit Union (without drive through)
- Beauty Salon/Barber Shop
- Business Service
- Caretaker's/Guard's Residence
- Civic/Convention Center
- College, University, Trade, or Private Boarding School
- Commercial Amusement, Indoor
- Community Center
- Convenience Store without Gas Pumps
- Corporate Campus
- Dance Hall
- Day Care Center, Child -S-
- Day Care Center -S-
- Dry Cleaning
- Farmer's Market
- Furniture, Home Furnishings and Appliance Store
- Governmental Office
- Gymnastics/Dance Studio
- Health/Fitness Center
- Home Occupation
- Hospital
- Hotel -C-
- House of Worship
- Household Appliance Service and Repair
- Insurance Office
- Massage Therapy, Licensed
- Mobile Food Vendor
- Multifamily Dwelling
- Multi-Tenant Office Building
- Municipal Uses Operated by the Town of Prosper
- Museum/Art Gallery
- Nursery

- Office/Show Room
- Park or Playground
- Pet Day Care
- Print Shop
- Private Club
- Private Recreation Center
- Private Utility, Other than Listed
- Real Estate Sales/Leasing Office
- Restaurant or Cafeteria
- Restaurant, Drive In
- Restaurant, Drive Through -S-
- Retail Stores and Shops
- Retail/Service Use
- School, Private or Parochial
- School, Public
- Stealth Antenna, Commercial
- Studio Dwelling
- Telephone Exchange
- Theater, Regional
- Townhome
- Utility Distribution/Transmission Facility
- Veterinarian Clinic and/or Kennel, Indoor

### **Prohibited Uses**

List of prohibited Uses:

- Credit access businesses, as defined in Texas Finance Code 393.601, as amended.
- Body art facilities
- Smoke or vape shops.
- Any business entity that sells drug paraphernalia
- Any business or establishment offering gaming or slot machines.
- Sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise.
- Pawn shops
- Business entities which primarily utilize outdoor storage
- Package liquor stores

**NEIGHBORHOOD SUB-DISTRICT**

## NEIGHBORHOOD SUB-DISTRICT

### Purpose & Intent

The purpose of the Neighborhood Sub-District is to provide for a variety of developments in a suburban type setting which will provide residential units and supporting retail space.

### Site Criteria

#### A. Size of Yards:

##### 1. Townhomes (lots shall be fee-simple)

- i. Minimum Front Yard: Ten (10) feet.
- ii. Minimum Side Yard: Zero (0) feet.
- iii. Minimum Rear Yard: Twenty (20) feet.
- iv. Maximum Building Height: Thirty-Five (35) feet (as measured from the finish floor to the top plate), or three (3) stories.
- v. Minimum Dwelling Area: One Thousand (1,000) square feet

##### 2. Commercial

- i. Minimum Front Yard: Ten (10) feet.
- ii. Minimum Side Yard: Five (5) feet.
- iii. Minimum Rear Yard: Five (5) feet.
- iv. Maximum Building Height: Forty-five (45) Feet (as measured from the finish floor to the top plate), or three (3) stories

B. Build-to-Line: On streets with on-street parking, a build-to-line shall be required. A -build-to-line- is a line parallel to a public or private street where the primary facade of the building must be built to.

- 1. Buildings with non-residential uses on the first floor: A build- to-line shall be established at the minimum front yard setback. The primary facade shall be continuous along a block face and at least 70% shall be located within 5' of the build-to-line.
- 2. Buildings with residential uses on the first floor: The primary facade of a residential dwelling shall be built 10' to 15' from the property line. Stairs, stoops, and elevated patios shall be allowed within the front setback. Any land remaining in the setback shall be landscaped with plant materials other than grass and shall be irrigated per the requirements established.
- 3. Residential lots may front on public or private open space or a property owner's association lot.

#### C. Size of Lots:

- 1. Minimum Size of Lot Area: Three thousand (3,000) square feet
- 2. Minimum Lot Width: Twenty (20) feet.
- 3. Minimum Lot Depth: Sixty (60) feet.

D. Maximum Lot Coverage: One Hundred (100) percent. Parking structures and surface parking facilities shall be excluded from lot coverage computations.

E. Floor Area Ratio: Maximum 5.0:1.

F. Housing: The following performance standards shall apply to residential development.

1. The maximum density allowed shall be sixty (60) units within the Neighborhood Sub-District.

G. Maximum Floor Area Per Building: Twenty thousand (20,000) square feet.

H. Parking:

1. The number of parking spaces provided for uses shall be in accordance with the breakdown established in the GENERAL REQUIREMENTS section of these standards.

2. Required parking shall be located and maintained anywhere within the PD No. 119, including all sub-districts.

a. Where Townhome uses are concerned, parking may not be shared.

3. On-street parking and shared parking anywhere within the PD No. 119, including all sub-districts, except for Townhome uses, may be counted towards meeting the off-street parking requirement for any use within the sub-district.

4. Where on-street parking is provided, angled, as well as parallel parking shall be permitted.

5. Where on-street parking is provided, vehicle maneuvering shall be allowed within the Public & Emergency Access Easement.

6. When structured garages are provided, adequate access from public rights-of-way via private drives and/or access easements shall be made readily available.

7. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.

8. Speed bumps/humps are not permitted within a fire lane.

9. Dead-end parking aisles are not permitted in surface parking lots.

10. In the case of mixed uses, uses may share parking spaces.

I. Service Equipment and Areas:

1. Loading docks, truck parking, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building or placed behind or on the side of a building. On corner lots, these areas should be located behind the buildings. All solid waste trash collection structures shall be designed to accommodate the Town's current trash service provider. This includes, but not limited to, minimum dumpster enclosure requirements, approach geometry and other features for operational needs.

2. Transformers, HVAC equipment (if located at the ground level), private utility meters, and other machinery, where practical, should be located at the rear of the property.



- a. Public water meters shall be located within easements, outside of pavement, and adjacent (within 2-5 feet) to Public & Emergency Access Easement or dedicated fire lanes that include utility easements.

J. Screening:

1. Service equipment and areas shall be screened so the visual impacts of these functions are fully contained and out of view from adjacent properties and public streets, provided public utility providers allow for screening.
2. Solid waste collection and loading areas shall be located to minimize visibility. These areas shall be screened by a six (6) foot high wall built with the same materials as used for the principal building, or an otherwise approved solid masonry material. Trash dumpsters shall have a metal gate or door equal in height or the height of the wall, which shall generally remain closed at all times. Waste collection and loading area walls shall include shrubbery as to screen walls from the public realm.

K. Fencing: Fencing is allowed between the primary facade of the building and the property line. In the above instances the fence shall be no greater than forty-two (42) inches in height. Fencing is restricted to wrought iron, tubular steel or similar material, or masonry. The masonry portion of any fence in front of a building shall be no higher than three (3) feet. The masonry portion of the fence must be at least 30% open in construction for each residential unit or retail/restaurant/office/service lease space. Each residential unit or retail/restaurant/office/service lease space must have an operable gate that opens to the street.

L. Streets and Sight Triangles: Within the Neighborhood Sub-District the following street design standards shall apply. Except as provided herein, no sight triangle shall be required. Adequate sight distance will be provided at all intersections through the use of appropriate traffic control devices. Sight triangles, per the Town of Prosper's requirements, for vehicles exiting the development for both public streets and private driveways shall be provided at intersections with Shawnee Trail.

1. For plantings within ten (10) feet of any public street intersection, shrubs and groundcover shall not exceed two (2) feet in height and tree branching shall provide seven (7) feet of clearance measured from the top of the ground surface to the first branch along the tree trunk.

Nothing contained herein shall vary or supersede public safety requirements of the Town of Prosper as set forth in the Uniform Fire Code and other applicable laws, rules, and regulations of the Town of Prosper.

M. Landscaping: The standards and criteria contained in this Section are the minimum standards for all new development. Where the regulations of this Section conflict with the Town of Prosper Zoning Ordinance or the Dallas North Tollway (DNT) Guidelines, the regulations of this Section shall apply.

1. Any non-structured, off-street, surface parking that contains twenty (20) or more spaces shall provide interior landscaping as follows:
  - a. All landscaped areas shall be protected by a raised six (6) inch concrete curb. Pavement shall not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
  - b. Landscaped islands shall be located at the terminus of all parking rows, except for on-street parking, and shall contain at least one (1) large tree, three (3) inch caliper

minimum, with no more than fifteen (15) parking spaces permitted in a continuous row without being interrupted by a landscape island.

c. Landscaped islands shall be a minimum of one hundred sixty (160) square feet, not less than nine (9) feet wide, measured from the inside face of curb, and a length equal to the abutting space.

d. All above grade utilities and trash enclosures in landscape areas shall be screened with evergreen plant material.

e. For streets with on-street parking, trees shall be installed against the curb, within the sidewalk, in four (4) foot by four (4) foot areas with metal grates consistent with the development.

2. Except for the landscape easement adjacent to the deceleration lane on Shawnee Trail, the landscape easement within the POA Lot adjacent to Shawnee Trail will be a minimum of twenty-five (25) feet.

3. Permanent irrigation shall be provided for all required landscaping as follows:

a. Irrigation lines for perimeter landscaping identified in (1) above, shall be placed a minimum of two and one-half (2'-6") feet from a town sidewalk or alley. Reduction of this requirement is subject to review and approval by Executive Director of Development and Community Services.

b. Trees shall be irrigated with bubbler irrigation. Shrubs and groundcover shall be irrigated with in ground drip irrigation. Turf lawn shall be irrigated with spray irrigation.

c. Rain/Freeze sensors shall be installed on all irrigation systems.

4. Drought tolerant and/or native plants from the Town's approved plant list are required for compliance. Other species may be utilized with approval from the Town as part of the Final Site Plan process.

a. Trees in sidewalks adjacent to on-street parking will be specifically selected with approval from the Town.

4. All Landscape areas to be kept free of weeds, invasive plant species, and trash.

5. Synthetic turf may be permitted so long as it is not visible from the public rights-of-way.

### **Building Criteria**

The standards and criteria contained in this Section are the minimum standards for all new development. The regulations of this Section shall govern where the regulations of this Section conflict with the Town of Prosper Zoning Ordinance.

A. Maximum Building Height:

1. Three (3) stories.

2. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 25% of the first floor footprint may exceed the height limits by up to ten (10) feet.

3. Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to ten (10) feet above the actual building height, provided that: 1) they are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building facade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the Public & Emergency Access Easement, measured at six (6) feet above finished grade at the Public & Emergency Access Easement line.

#### B. Building Materials:

1. Materials such as brick, natural and manufactured stone, stucco, metal panel system, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise as least seventy-five (75) percent of each elevation, exclusive of doors and windows.

a. Townhomes shall be constructed of no less than 60% brick masonry, calculated from the aggregate of the front, rear and side elevations.

2. Only primary building materials are allowed on the first floor excluding cementitious panel systems, exclusive of doors, windows, and their accompanying frames. For purposes of this section, the first floor shall be at least nine (9) feet high.

3. All buildings shall be architecturally finished on all sides with articulation, detailing, and features. Architectural articulation, detailing, and features are not required for facades adjacent to a building or parking garage.

#### C. Windows:

1. For buildings which front on streets with on-street parking and contain non-residential uses on the ground floor, a minimum of thirty (30) percent of the ground floor facade shall be windows.

a. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story.

b. pink or gold glass shall be prohibited.

2. For buildings which front on streets, and contain residential uses, a minimum of thirty (30) percent of the facade shall be windows.

D. Horizontal articulation: No building wall shall extend for a distance equal to four (4) times the wall's height without having an off-set equal to 25% of the wall's height. The new plane shall then extend for a distance equal to at least 25% of the maximum length of the first plane.

E. Building Entries: Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.

F. Above Grade Structured Parking:

1. Where parking garages are within views of streets, openings in parking garages shall not exceed 53% of the facade area. The portion of the parking garage that is visible from the street shall have an architecturally finished facade compatible with the surrounding buildings.
2. Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.

G. Projections into Setbacks and/or Rights-of-Way:

The following projections shall be permitted into a building setback or Public & Emergency Access Easement as allowed below, provided that 1) no projection shall be permitted into a building setback or right-of-way of Shawnee Trail; 2) such projections do not extend over the traveled portion of a roadway; 3) the property owner has assumed liability related to such projections; and 4) the property owner shall maintain such projection in a safe and non-injurious manner; and 5) no projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finish grade; and 6) no projections allowed over public utility where located within a fire lane or public utility easement..

1. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twelve (12) inches beyond a building face or architectural projection into the setback, but not the Public & Emergency Access Easement.
2. Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Public & Emergency Access Easement.
3. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Public & Emergency Access Easement.
4. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Public & Emergency Access Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.
5. Below-grade footings approved in conjunction with building permits.

### Permitted Uses

List of Permitted Uses: Uses followed by an -S- are permitted by Specific Use Permit. Uses followed by a -C- are permitted subject to conditional development standards located in the Town's Zoning Ordinance as it exists or may be amended.

- Accessory Building
- Administrative, Medical, or Professional Office
- Antenna and/or Antenna Support Structure, Commercial -S-
- Antenna and/or Antenna Support Structure, Non-Commercial -S-
- Assisted Care or Living Facility
- Automobile Paid Parking Lot/Garage -S-
- Automobile Parking Lot/Garage -S-
- Bank, Savings and Loan, or Credit Union
- Business Service
- Caretaker's/Guard's Residence
- Civic/Convention Center
- College, University, Trade, or Private Boarding School
- Community Center
- Convenience Store without Gas Pumps
- Day Care Center, Child -S-
- Day Care Center -S-
- Dry Cleaning
- Governmental Office
- Health/Fitness Center
- Home Occupation
- House of Worship
- Insurance Office
- Massage Therapy, Licensed
- Mobile Food Vendor
- Multi-Tenant Office Building
- Municipal Uses Operated by the Town of Prosper
- Museum/Art Gallery
- Office/Show Room
- Park or Playground
- Print Shop
- Private Utility, Other than Listed
- Real Estate Sales/Leasing Office
- Restaurant or Cafeteria
- Restaurant, Drive In
- Restaurant, Drive Through -S-
- Retail Stores and Shops
- Retail/Service Use
- School, Private or Parochial
- School, Public
- Stealth Antenna, Commercial
- Studio Dwelling
- Telephone Exchange
- Townhome
- Utility Distribution/Transmission Facility

**Prohibited Uses**

List of prohibited Uses:

- Credit access businesses, as defined in Texas Finance Code 393.601, as amended.
- Body art facilities
- Smoke or vape shops.
- Any business entity that sells drug paraphernalia
- Any business or establishment offering gaming or slot machines.
- Sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise.
- Pawn shops
- Business entities which primarily utilize outdoor storage
- Package liquor stores

# GENERAL REQUIREMENTS

## GENERAL REQUIREMENTS

A. Development shall generally take place in accordance with attached Concept Plan (Exhibit D).

Plats and/or site plans submitted for the development shall conform to the data presented and approved on the conceptual development plan. Changes of detail on these final development plan(s) that differ from the conceptual development plan may be authorized by the Town staff, with their approval of the final development plan(s) and without public hearing, if the proposed changes do not:

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

If the Town staff determines that the proposed change(s) violates one (1) or more of the above eight (8) criteria, then a public hearing must be held by the Planning and Zoning Commission and the Town Council to adequately amend the granting ordinance prior to the Planning & Zoning Commission's approval of the final development plan(s).

B. A minimum twenty (20) percent of the total area in this planned development shall be provided as open space.

Open spaces may include areas used for facilities such as plazas, courts, recreational amenities, water features and other similar uses not specifically used for vehicular access and parking.

Additionally, if detention areas contain a constant water level and are landscaped or otherwise treated as an amenity for the development, they may be used to meet the open space requirement.

The open space may not consist of any of the following elements:

1. Vehicular parking.
2. Required parking lot tree islands.
3. Building footprints.
4. Utility yards.

The open space may consist of any of the following elements:

5. Landscape easements, setbacks, or any other landscaping as listed in Chapter 2, Section 4 of the zoning ordinance.
6. Public sidewalks and plazas.
7. Detention/ Retention ponds, when activated with pedestrian access.



C. Design Guidelines: Design Guidelines will be created, and approved by Staff, to govern the following details.

1. Street sections, including sidewalks
2. Public realm standards, including sidewalks, benches, signage, planters, outdoor seating areas, landscape, parking, and lighting.
3. Residential characteristics including, but not limited to, porch and balcony elements.

D. All utility lines shall be underground from the building to the property line. Utility lines within the Public & Emergency Access Easement shall be placed underground and relocated to the rear of the site to the maximum extent practicable.

E. Conditional Development Standards, shall be in accordance with the Zoning Ordinance, as it exists, or may be amended, except as follows:

1. Mobile Food Vendors - Mobile food vendors are permitted in this planned development, in accordance with the Conditional Development Standards of the Zoning Ordinance, as is exists or may be amended, except as follows:

- a. Mobile food vendors are not required to be located on property where an existing, permanent business operates in a building with a Certificate of Occupancy.
- b. Mobile food vendors are not required to be located within fifty feet (50') of an entrance of a primary building that holds the Certificate of Occupancy.
- c. Mobile food vendors may be located on public property other than public street travel lanes. Order windows shall face outward towards public sidewalk. At no time shall any part of food truck operations use main lanes without a special use permit issued by the Town;
- d. Mobile food vendors may be located on private property with the written consent of the owner;
- e. Mobile food vendors shall not operate in driveways or fire lanes;
- f. Mobile food vendors shall be considered as a Minor Amendment to the PD, subject to approval by the Director of Development Services. Prior to issuance of a permit, an application shall be submitted to the Development Services Department and containing any information required by staff to evaluate the impacts including but limited to location, parking and accessibility.

F. Parking Requirements Based on Use.

In all Sub- Districts, at the time any building or structure is erected or structurally altered, parking spaces shall be provided in accordance with the following requirements. A mixed-use discount of 20% shall be applied to the overall development, except for Townhomes, where shared parking is concerned.

**Automobile Oil change and Similar Establishments:** One (1) parking space per service bay plus one (1) parking space per maximum number of employees on a shift.

**Bank, Savings and Loan, or similar Establishments:** One (1) space per three hundred fifty (350) square feet of gross floor area.

**Bed and breakfast facility:** One (1) space per guest room in addition to the requirements for normal residential use.

**Business or professional office (general):** One (1) space per three hundred fifty (350) square feet of gross floor area.

**Church, rectory, or other place of worship:** One (1) parking space for each three (3) Seats in the main auditorium.

**College or University:** One (1) space per each day student.

**Community Center, Library, Museum, or Art Gallery:** Ten (10) parking spaces plus one additional space for each three hundred (300) square feet of floor area in excess of two thousand (2,000) square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of one (1) space for each four (4) seats that it contains.

**Commercial Amusement:** One (1) space per three (3) guests at maximum designed capacity.

**Dance Hall, Assembly or Exhibition Hall Without Fixed Seats:** One (1) parking space for each two hundred (200) square feet of floor area thereof.

**Dwellings, Multifamily:** One (1) space for each bedroom in one (1) and two (2) bedroom units, plus one half (1/2) additional space for each additional bedroom.

**Farmer's Market, Flea Market:** One (1) space for each five hundred (500) square feet of site area.

**Fraternity, Sorority, or Dormitory:** One (1) parking space for each two (2) beds on campus, and one and one-half (1 1/2) spaces for each two beds in off campus projects.

**Furniture or Appliance Store, Wholesale Establishments, Machinery or Equipment**

**Sales and Service, Clothing or Shoe Repair or Service:** Two (2) parking spaces plus one (1) additional parking space for each four hundred (400) square feet of floor area over one thousand (1,000).

**Gasoline Station:** Minimum of three (3) spaces for employees. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling.

**Health Studio or Club:** One (1) parking space per two hundred (200) square feet of exercise area.

**Hospital:** One (1) space per employee on the largest shift, plus one and one-half (1.5) spaces per each bed or examination room, whichever is applicable.

**Hotel:** One (1) parking space for each sleeping room or suite plus one (1) space for each two hundred (200) square feet of commercial floor area contained therein.

**Kindergartens, day schools, and similar child training and care establishments:** shall provide one (1) paved off-street loading and unloading space for an automobile on a through -circular-drive for each ten (10) students, or one (1) space per ten (10) students, plus one (1) space per teacher.

**Library or Museum:** Ten (10) spaces plus one (1) space for every three hundred (300) square feet, over one thousand (1,000) square feet.

**Lodge or Fraternal Organization:** One (1) space per two hundred (200) square feet.

**Medical or Dental Office:** One (1) space per three hundred fifty (350) square feet of floor area.

**Mini-Warehouse:** Four (4) spaces per complex plus one (1) additional space per three hundred (300) square feet of rental office.

**Motor Vehicle Repair and Service:** Three (3) parking spaces per service bay plus one (1) parking space per maximum number of employees on a shift.

**Nursing Home:** One (1) space per five (5) beds and one (1) parking space for each one thousand (1,000) square feet of lot area for outdoor uses.

**Private Club:** One (1) parking space for each seventy-five (75) square feet of gross floor area.

**Retail Store or Personal Service Establishment, Except as Otherwise Specified Herein:** One (1) space per two hundred and fifty (250) square feet of gross floor area.

**Restaurant, Restaurant with a Private Club, Cafe or Similar Dining Establishment:** One (1) parking space for each one seventy-five (75) square feet of gross floor area for stand-alone buildings without a drive-through, and one (1) parking space for each one hundred (100) square feet of gross floor area for restaurants located within a multi-tenant buildings, and one (1) parking space for each one hundred (100) square feet for stand-alone buildings with a drive-through.

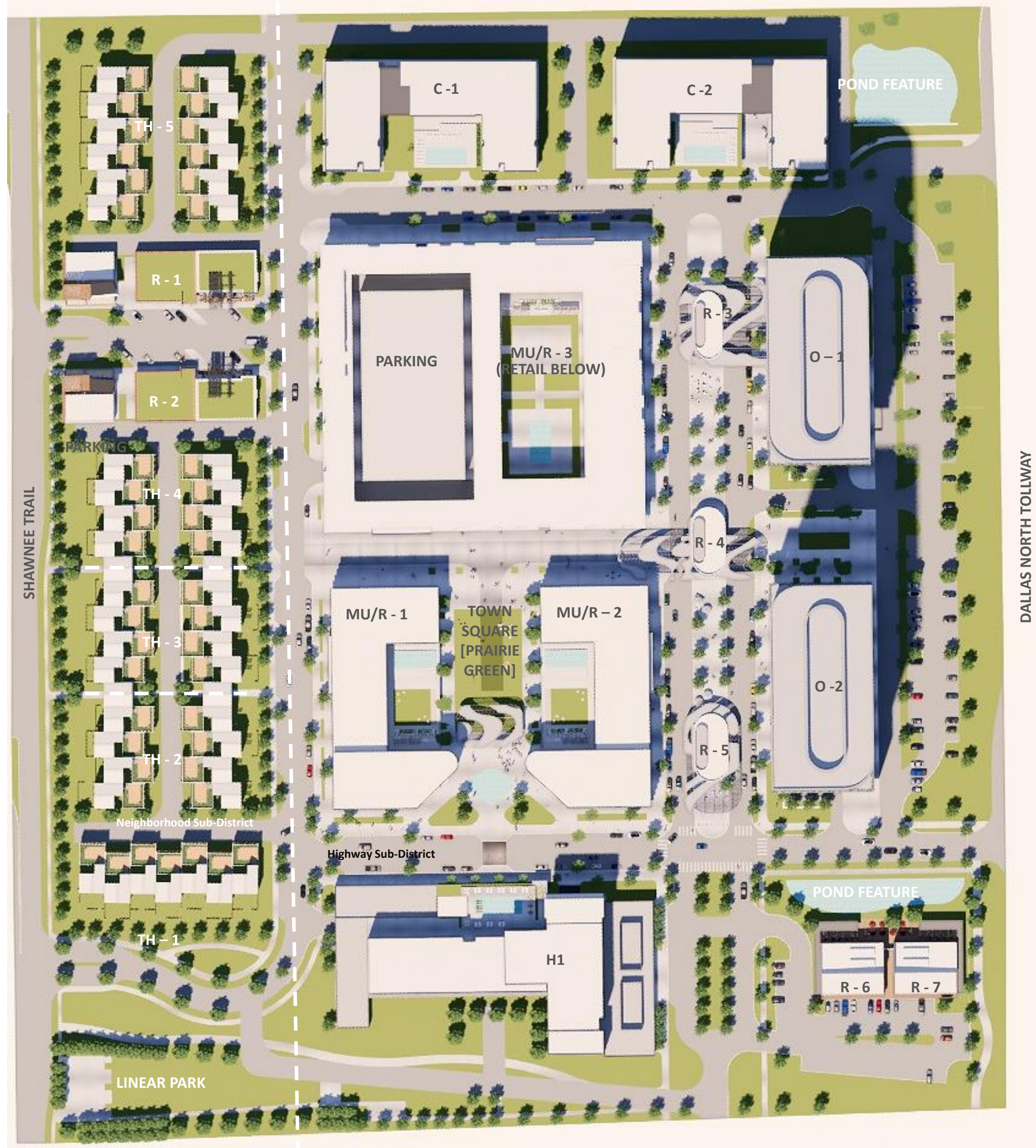
**Sanitarium, Convalescent Home, Home for the Aged or Similar Institution:** One (1) parking space for each five (5) beds.

**School, Elementary, Secondary, or Middle:** One and one half (1 1/2) parking spaces per classroom, or the requirements for public assembly areas contained herein, whichever is greater.

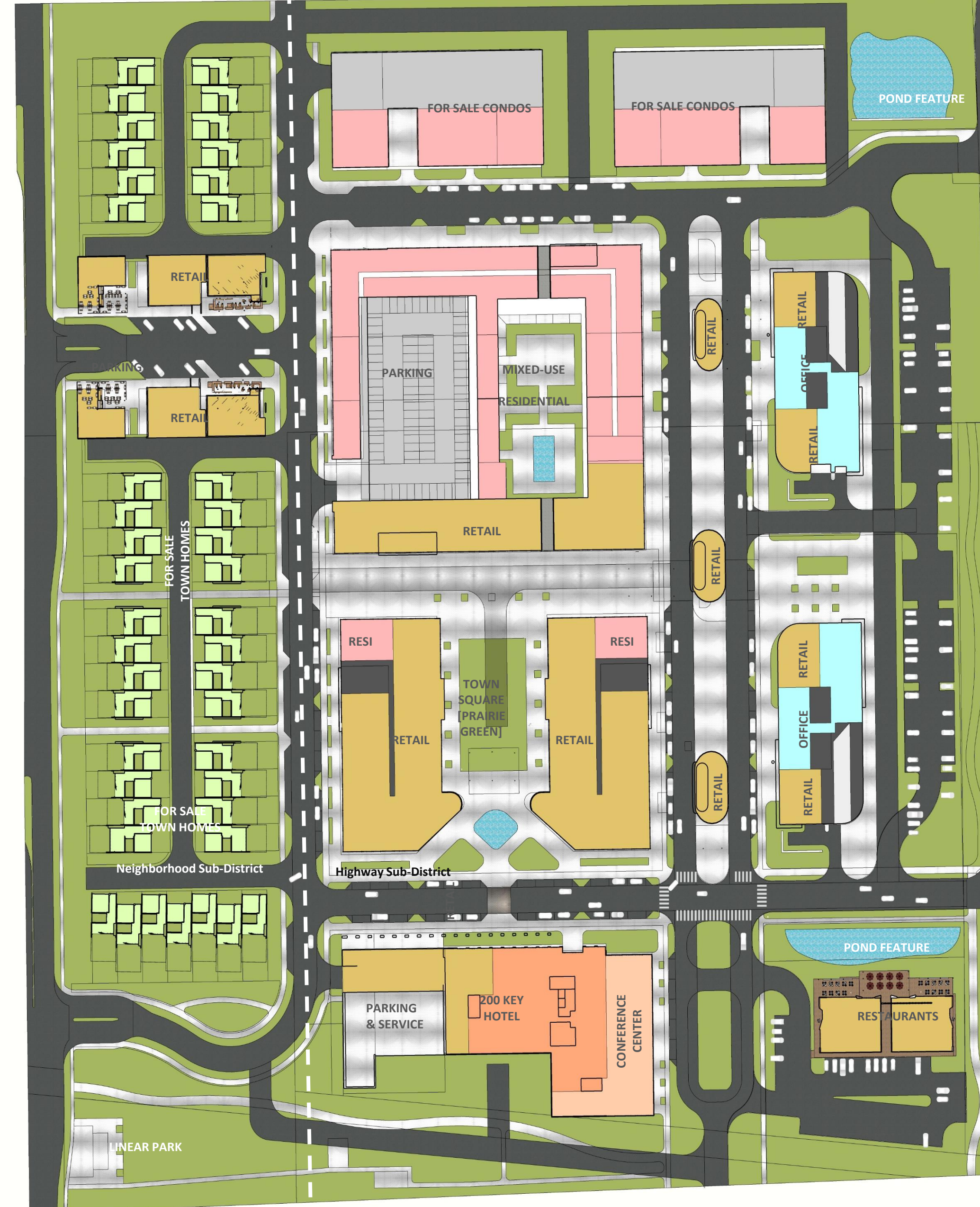
**School, High School:** One and one half (1 1/2) parking spaces per classroom plus one (1) space per five (5) students the school is designed to accommodate, or the requirements for public assembly areas contained herein, whichever is greater.

**Theater, Sports Arena, Stadium, Gymnasium or Auditorium (except school):** One (1) parking space for each four (4) seats or bench seating spaces.

**Townhomes:** Minimum of two (2) parking spaces located behind the front building line and two (2) parking spaces enclosed in the main or an accessory building.



01 - PRELIMINARY SITE PLAN

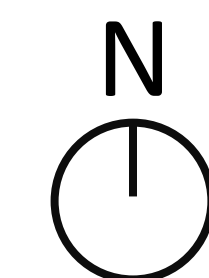


02 - PRELIMINARY GROUND PLANE

	Building 1	Building 2	Building 3	Building 4	Building 5	Building 6	Building 7	Building 8	Building Group 9	Building Group 10	Building Group 11	Building Group 12	TOTALS
	Office	Condos 1	Condos 2	Resi Wrap	Resi @ Town Center 1	Resi @ Town Center 2	Hotel	Restaurant(s)	Retail Pads	West Retail	Townhomes		
Office RSF	200,000	200,000											400,000
Residential GSF			115,000	135,000	300,000	97,596	97,596						745,192
Average Unit Size		850											
Total Number of Units 1-2 Beds / Ratio		75.00% 1-2 Beds -> 2.0	80	94	225	75	75						
Total Number of Units 3 Beds		25.00% 3 beds -> 2.5	27	31	75	25	25						
Total number of units Per Acre			1 AC = 76	1 AC = 76	1 AC = 93	1 AC = 62							
Total Retail gsf	75% Retail / 25% Restaurant	6,387	6,387		24,650	26,100	26,100	10,335	8,510	8,240	17,920		121,855
Total Hotel GSF (Incl 16,000 SF of Conf Center)								135,330					135,330
Unit size (average to gross area)								677					
Number of Keys								200					
Townhomes SF		2,300											
Number of Units												44	
Total GSF												101,200	101,200

Total Developed Area (GSF) 1,516,351  
 Total Land Area (GSF) 1,511,506  
 Tentative FAR 1.00

03 - YIELD SUMMARY



1" = 100'

EXHIBIT D

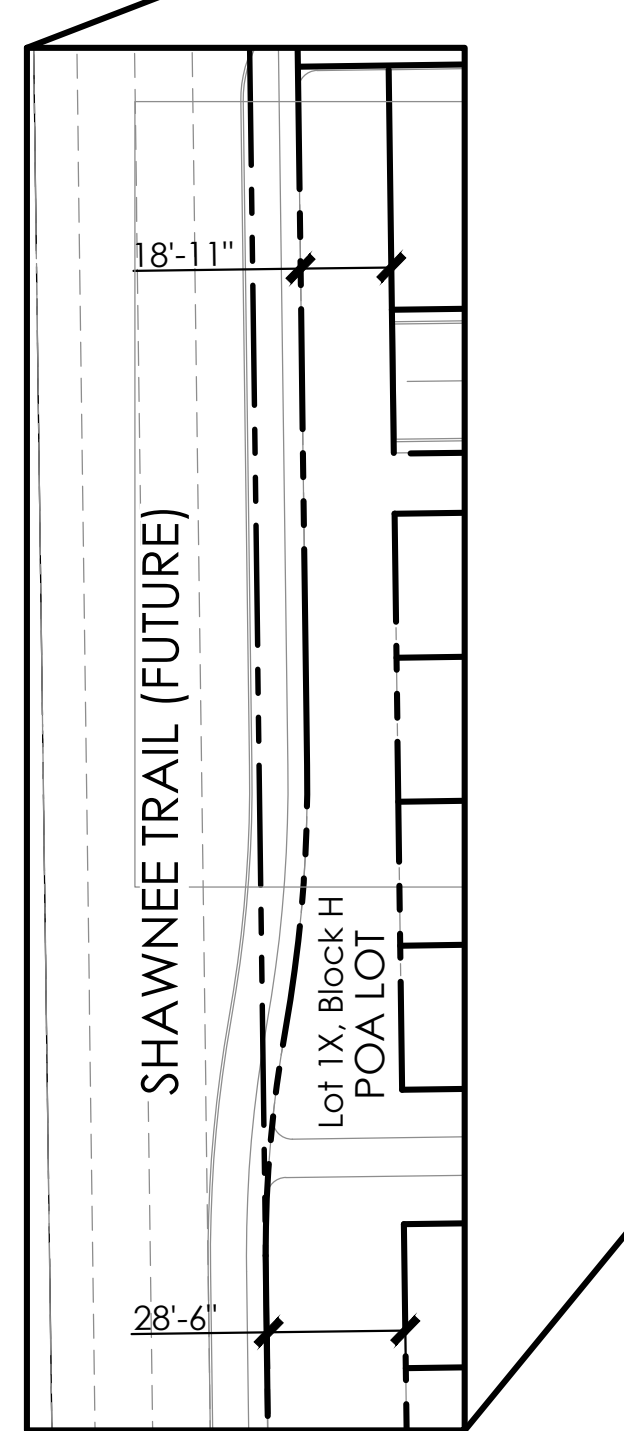
Town of Prosper Project No: \_\_\_\_\_

FUTURE MINOR THOROUGHFARE SETBACK 45' WIDTH FROM C.L. ROAD

25' POA LOT ALONG SHAWNEE TRAIL

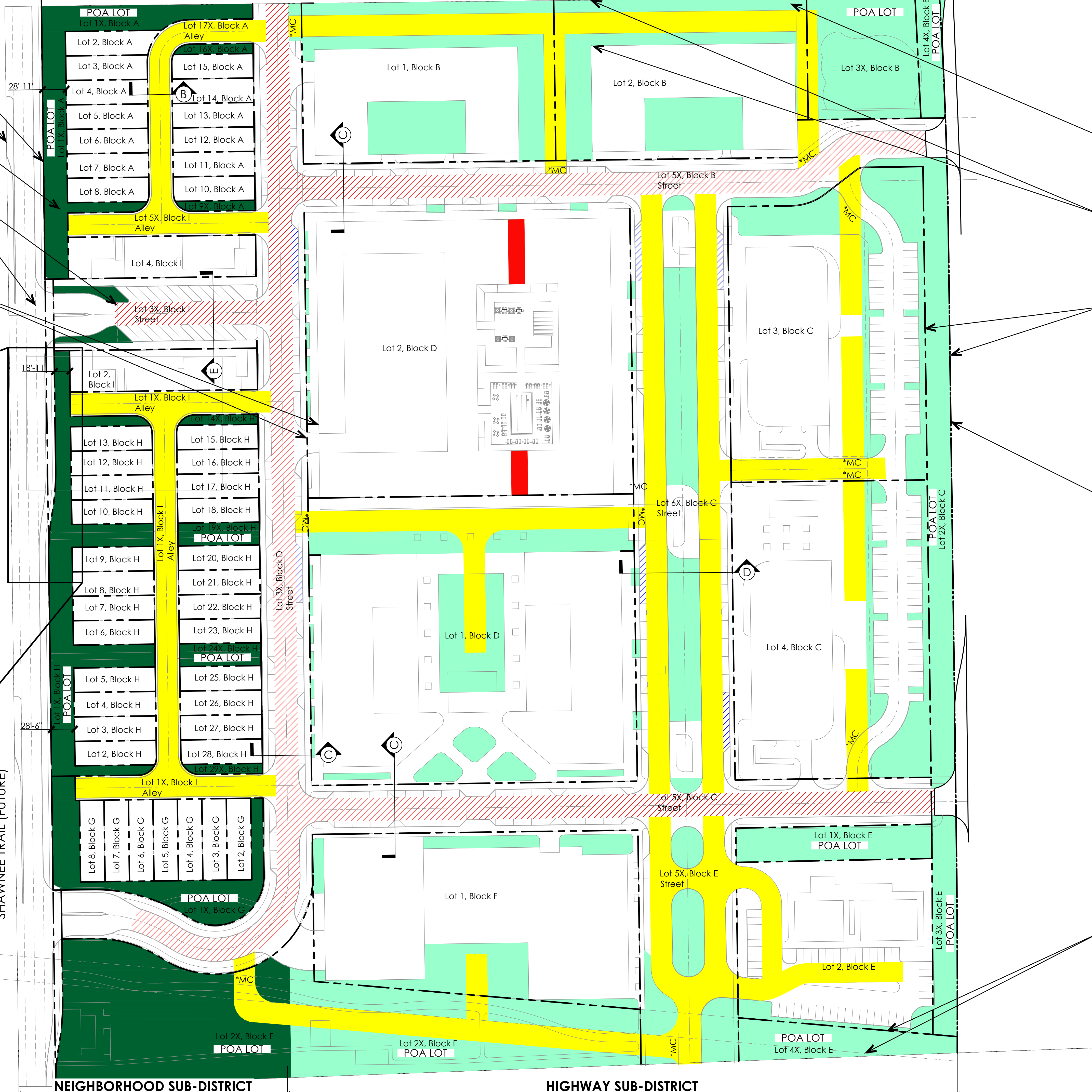
100' PARKING OFFSET FROM SHAWNEE TRAIL

10' MIN. SETBACK FROM R.O.W.



LANDSCAPE SETBACK VARIANCE

NOT TO SCALE



RESIDENTIAL TOWERS 15' LANDSCAPE

RESIDENTIAL TOWERS 35' MIN. SETBACK FROM P.L.

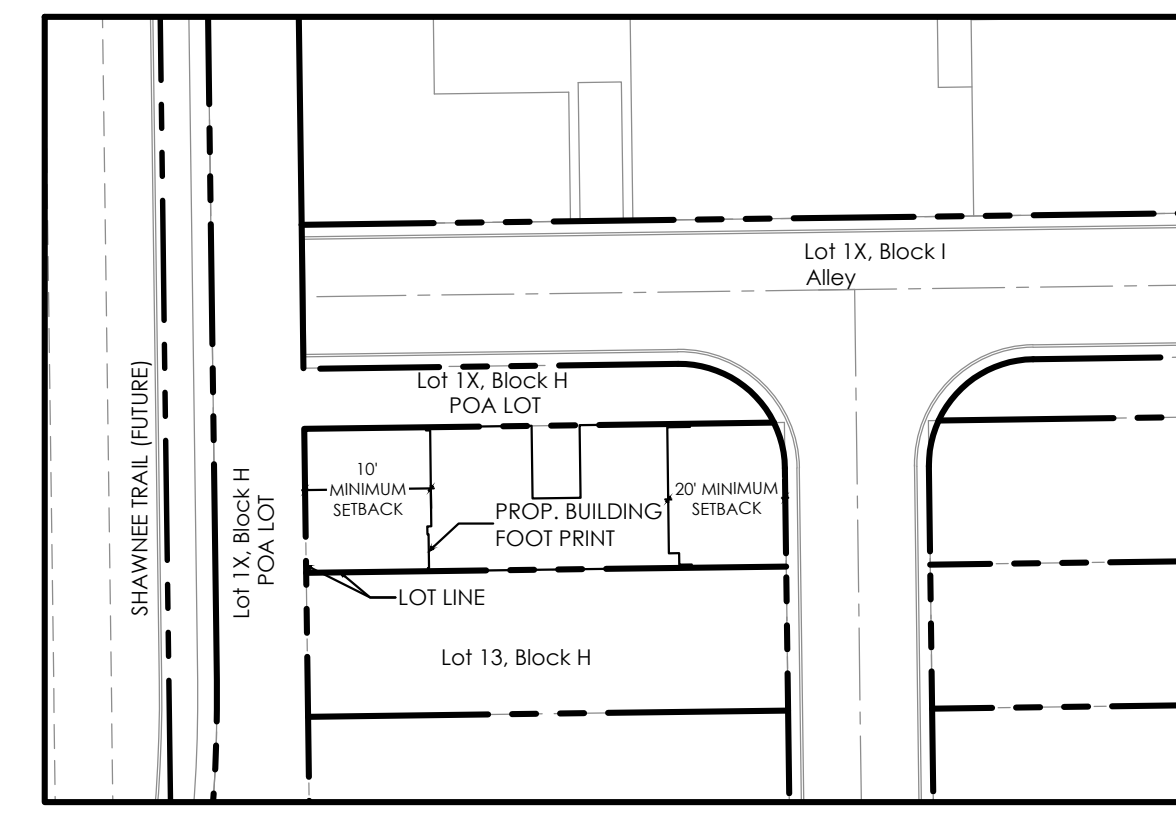
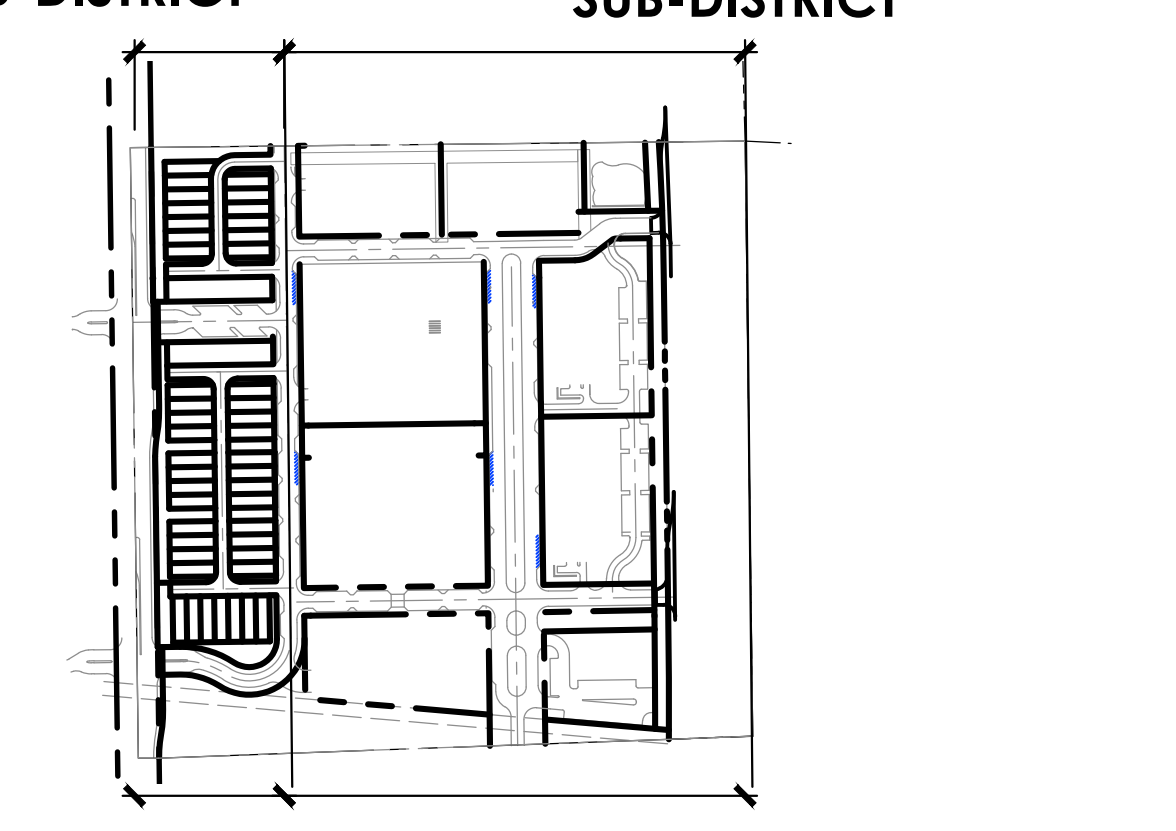
30' POA LOT ALONG DALLAS NORTH TOLLWAY

180' RIGHT-OF-WAY EASEMENT

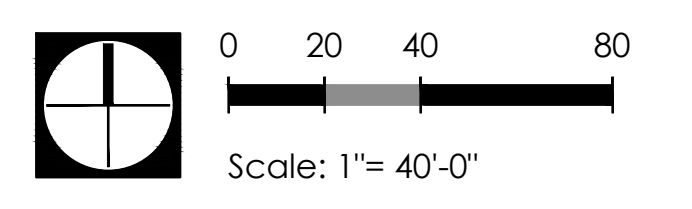
30' GAS EASEMENT

NEIGHBORHOOD SUB-DISTRICT

HIGHWAY SUB-DISTRICT



BUILDING FOOT PRINT AND YARD LAYOUT



**LEGEND**

- 26' FIRE LANE
- 28' FIRE LANE
- 20' CARRIAGE WAY
- STRATEGIC FIRE ACCESS POINTS - ALL BLDGS. OVER 4 STORY HEIGHT
- \*MC MOUNTABLE CURB FOR OFF-STREET FIRE ACCESS ROADS

**HIGHWAY SUB-DISTRICT**

- OPEN SPACE 20% REQUIRED ~25% SHOWN

**NEIGHBORHOOD SUB-DISTRICT**

- OPEN SPACE 20% REQUIRED ~27.0% SHOWN

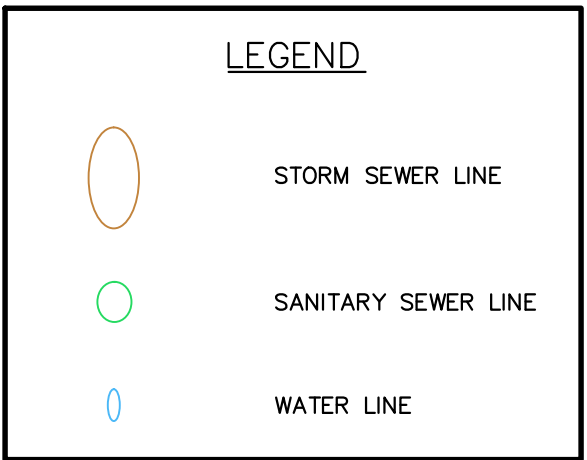
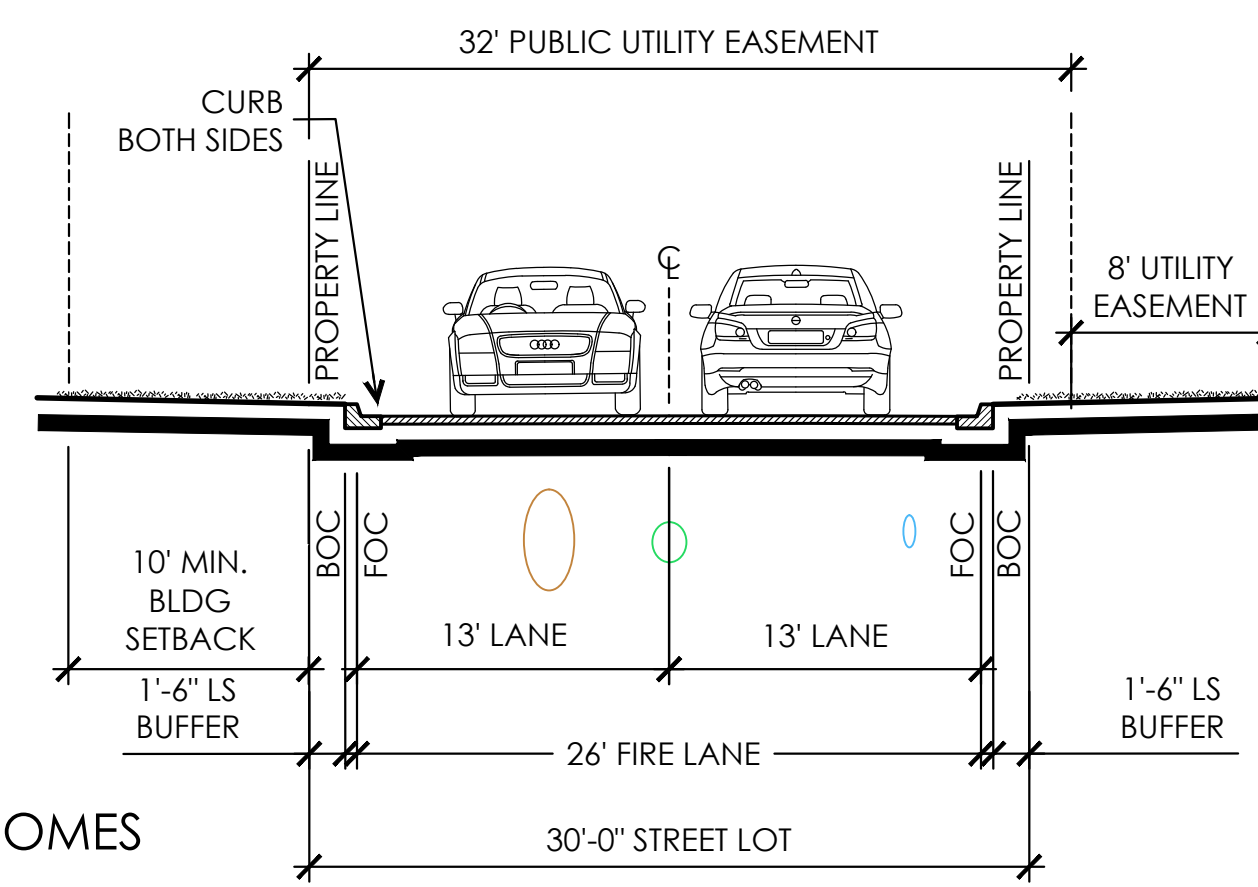
**GENERAL FIRE DEPT. NOTES**

1. ALL FIRE ACCESS ROADS TO BE IMPERVIOUS SURFACE APPROVED BY FIRE MARSHALL



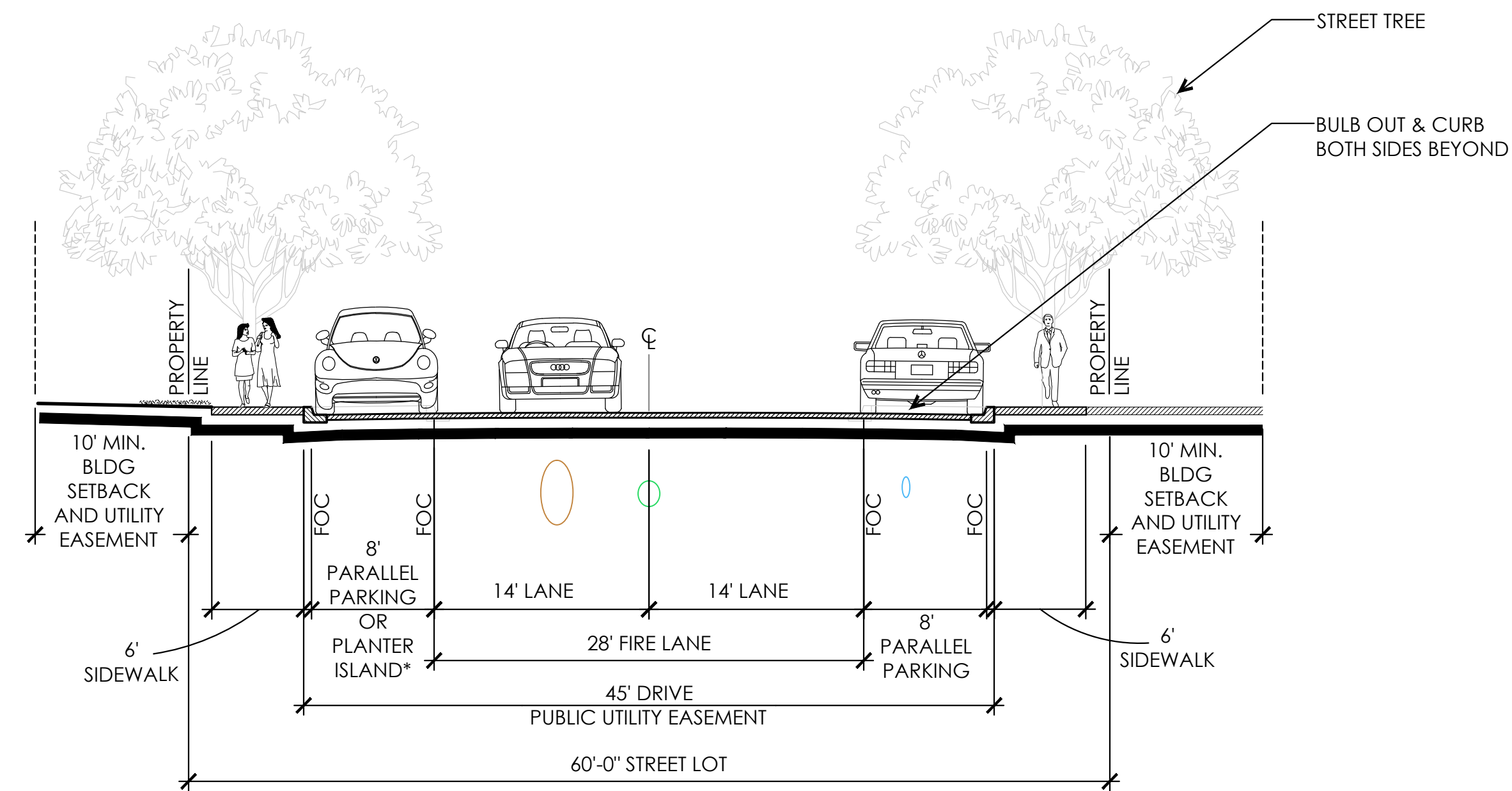
B

STREET LOT ALLEY SECTION AT TOWNHOMES



C

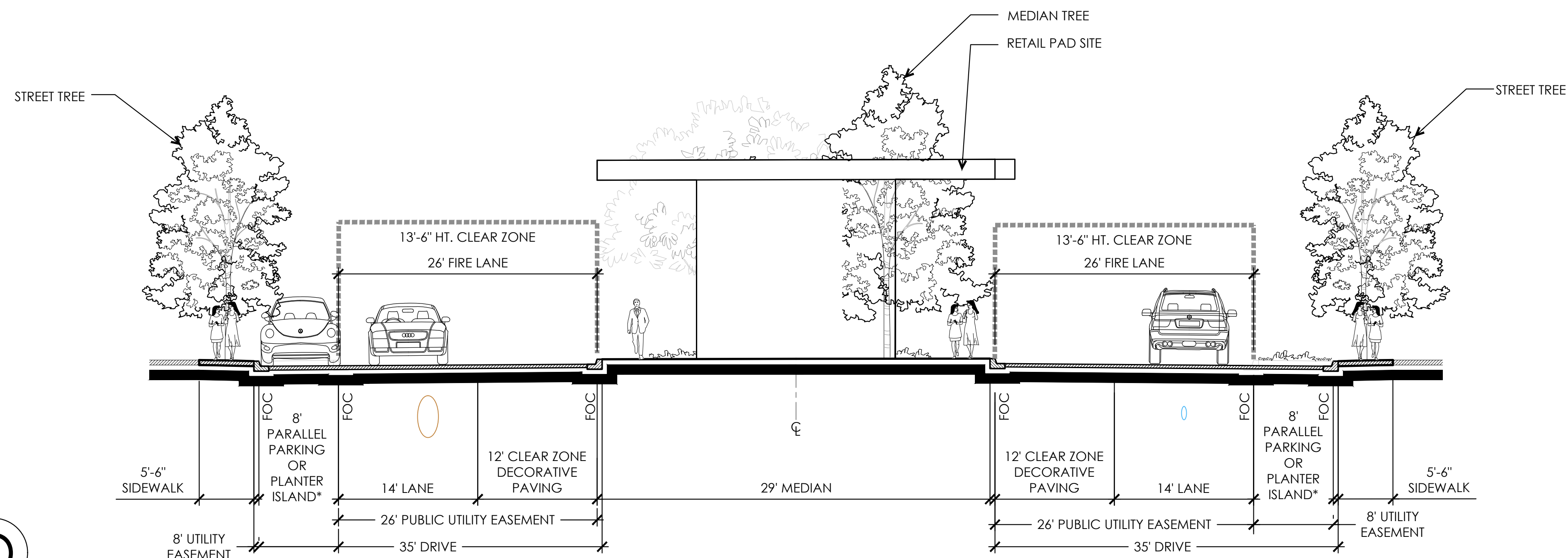
60' STREET LOT SECTION w/ PARALLEL PRKG BOTH SIDES



\*NO TREES IN ISLAND; TREES WITHIN SIDEWALK SUBJECT TO TOWN OF PROSPER APPROVAL

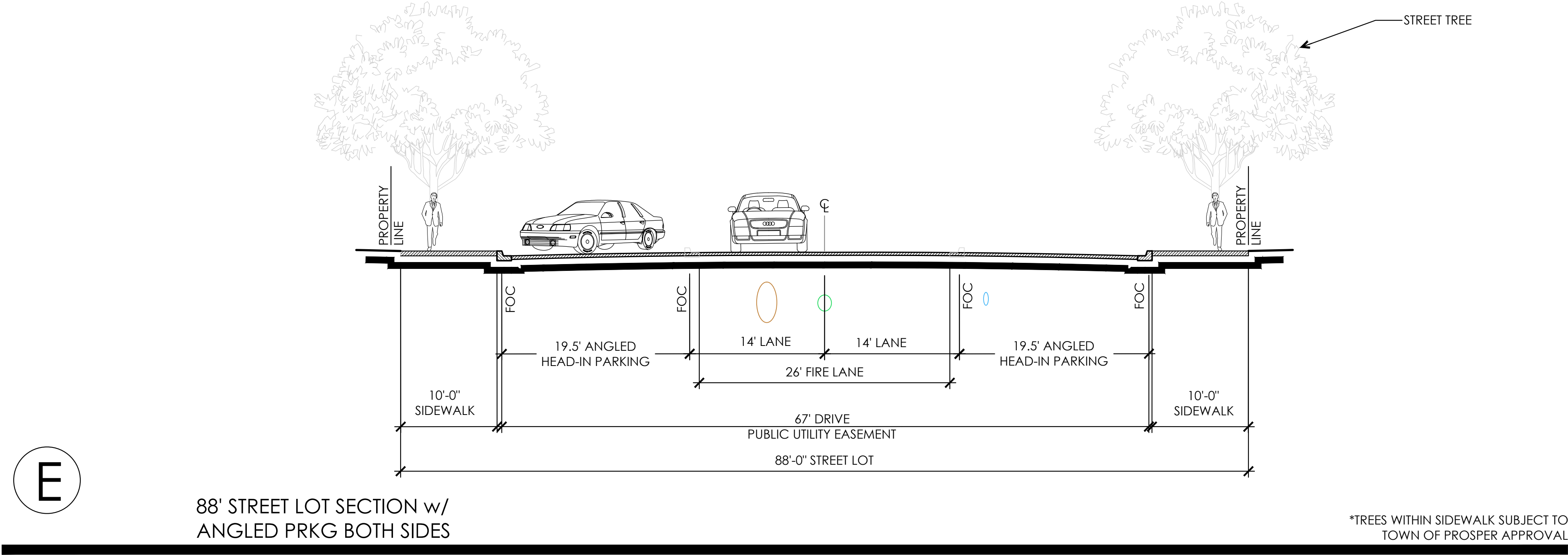
D

BOULEVARD SECTION 120' STREET LOT



\*NO TREES IN ISLAND; TREES WITHIN SIDEWALK SUBJECT TO TOWN OF PROSPER APPROVAL







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### Exhibit E – Development Schedule

Below is the anticipated project schedule for the proposed Pradera development in accordance with the submittal checklist. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions.

Zoning Award- January 2023

Civil design (on and off site) – 2023

Civil construction – 2024-2025

Building design – 2024-2026

Building construction – 2025-2030





01 AERIAL – LOOKING SOUTHEAST



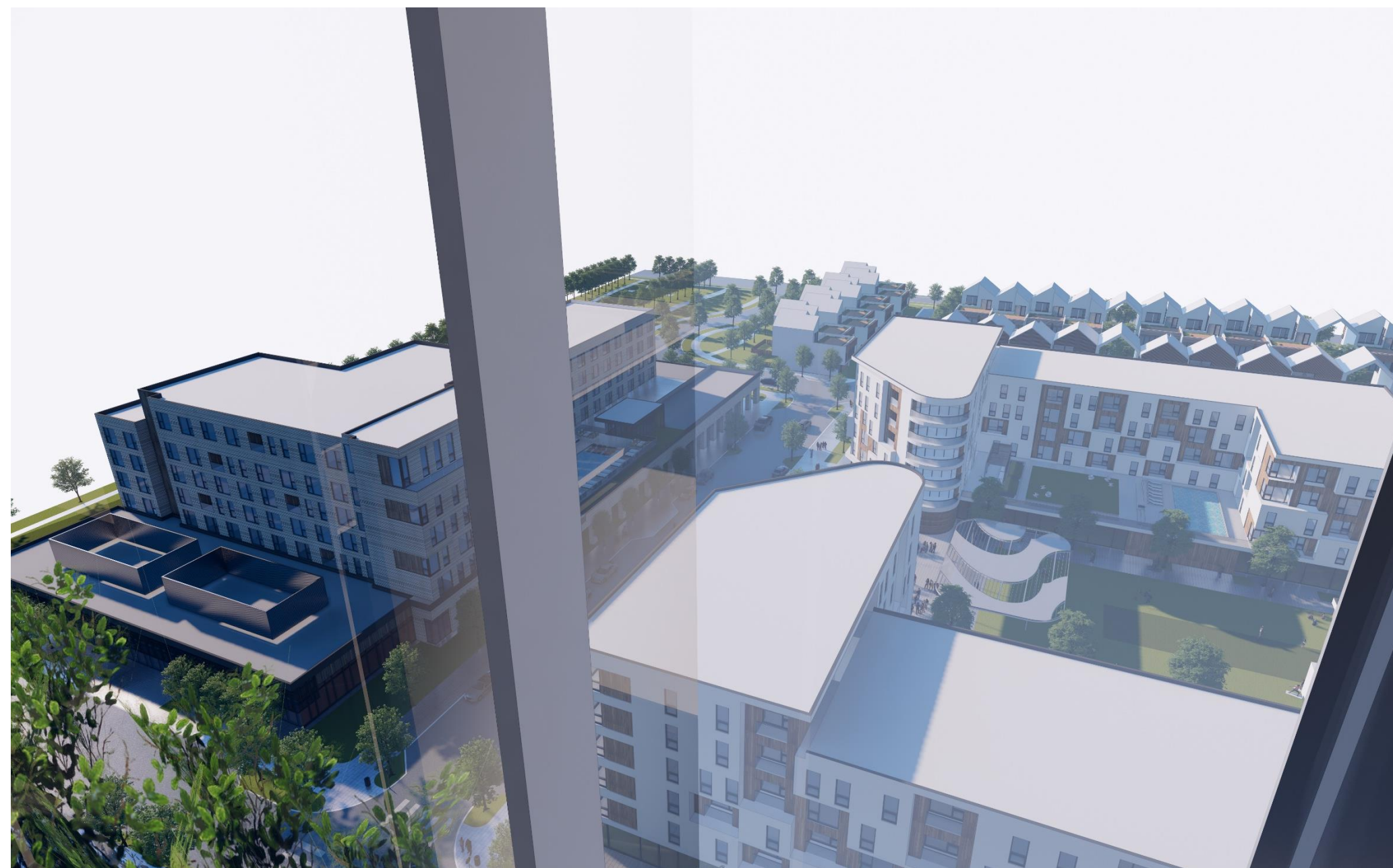
02 AERIAL – LOOKING NORTHWEST



03 PERSPECTIVE – TOWN SQUARE



04 PERSPECTIVE – OVERALL



05 PERSPECTIVE – VIEW FROM OFFICE



06 PERSPECTIVE – MAIN INTERSECTION

# EXHIBIT F



01 – TOWNHOMES



02 – HOTEL



03 – RETAIL SPACE



04 – MIXED – USE RESIDENTIAL



05 – MIXED – USE RESIDENTIAL / TOWN SQUARE



06 – TOWN SQUARE LOOKING SOUTH

# EXHIBIT F



01 – CONDOS



02 – NW RETAIL LOOKING SOUTH



03 – OFFICE



04 – NW RETAIL SPACE



05 – SE RESTAURANTS

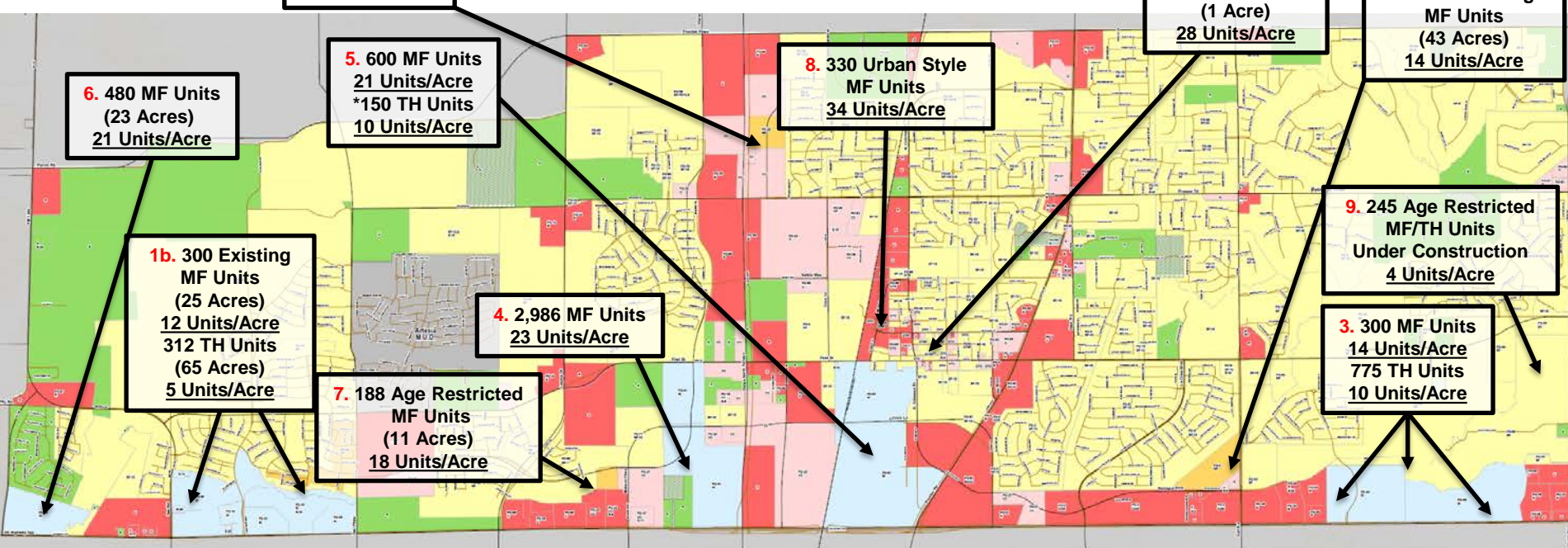


06 – OFFICE TOLLWAY VIEW

# EXHIBIT F

# Current Zoning for Multifamily & Townhome Units in the Town of Prosper

Item 19.



1. 948 existing garden-style multifamily units on 63.8 acres and 312 Townhome units on 65 acres
  - 1a. 620 units in the Orion Prosper and Orion Prosper Lakes complexes on Coit Road
  - 1b. 300 units in Cortland Windsong Ranch, west of Windsong Pkwy, north US 380, 312 Townhome units north of US 380 and west of Teel Parkway
  - 1c. 28 units in the Downtown area
2. PD-35 permits a maximum of 15 units per acre on 28 acres, this density would allow for 420 multi-family units on the east side of DNT, north of Prosper Trail.
3. Brookhollow - permits a maximum of 300 multi-family at 14 units per acre and 250 Townhome units within PD-86, 300 Townhome units within PD-90, and 225 Townhomes within PD-111.
4. Planned Development-41 (Prosper West) permits a maximum of 2,986 urban-style units on the west side of DNT, north of US 380. Refer to PD-41 for special conditions.
5. Planned Development-67 (Gates of Prosper) permits a maximum of 600 urban-style units and 150 Townhomes within 115 acres on the west side of Preston Road, north of US 380. \*Development of Townhomes will decrease the number of permitted multi-family units. The multifamily density is 21 units per acre and the Townhomes is 10 units per acre.
6. Planned Development-94 (WestSide) permits a maximum of 480 urban-style units within 23 acres on the east side of FM 1385, north of US 380. The construction of multifamily units is dependent on the development of non-residential uses in this PD – refer to PD-94.
7. Planned Development-98 (Alders at Prosper) permits a maximum of 188 age-restricted units within 11 acres west of Mahard Parkway, north of US 380 and allows for 18 units per acre.
8. Planned Development-106 (Downtown Loft Apartments) permits a maximum of 330 urban-style units within 9 acres east of BNSF Railroad, north of Fifth St allows for 34 units per acre.
9. Planned Development -107 (Ladera) – Age restricted detached single-family dwellings on a single lot. The development is classified as multi-family but for population estimates they are calculated as Townhomes.



## PUBLIC MEETING APPEARANCE CARD

Item 19.

Date: 2/5/23

Name: Mary A White

Address: 1810 Milton Dr.

City: Prosper ZIP: 75078 Phone: 832-326-6925

       **Citizens' Comments:** The public is invited to address the Town Council on any topic; however, the Council is unable to take action on any topic not listed on the agenda. When addressing the Town Council, please step up to the podium and state your name and address before beginning your presentation. Please limit your comments to three minutes.

**Agenda Item #:** 5

       I wish to speak IN FAVOR of this item.

I wish to speak IN OPPOSITION to this item.

I do not wish to speak. Please record my        SUPPORT         OPPOSITION

**Comments:** see attached comments. I am unable to attend the meeting and wish for my comments to be read and recorded.

Email form to: [mkt27@prosperTX.gov](mailto:mkt27@prosperTX.gov)

Fax to: 972-346-2009

I stand opposed to agenda item #5 for reasons mentioned by the P&Z staff in the packet provided.

At some point, the town of Prosper will have to decide how many multi-family units is too many, and I feel the current 6,000+ is at a level that is unsustainable, especially at this time. How many more schools will Prosper be able to build and maintain, and at what cost? The proposed 36 units per acre is more than double the current requirement.

I feel there is a need for hotels in Prosper, but the proposed 12-story building is a 50% increase over what is currently allowed by ordinance.

As a community, Prosper must ask what cost/benefit there will be to the town when considering zoning changes like these. If we continue to deviate from the current development and design standards, without considering our vision of a small town feeling, we do so at our own peril.